

Review of National Grid's Obligations under the Connection and Use of System Code

Paper for STC Working Group on Offshore Transmission

28 January 2008

1. Summary

This note summarises the obligations placed upon National Grid through the Connection and Use of System Code (CUSC) in the context of discussions at the STC working Group on offshore transmission.

All obligations are those contained in the version of the CUSC effective 26 November 2007 after the implementation of CAP156.

The obligations generally fall into one of the following categories:

- A. Timing and production of Connection Offers, Bilateral Agreements and Short term TEC Products
- B. Pre-Conditions to be met by Users before the energisation of their connection to the GB Transmission System by the relevant Transmission Owner (e.g. entering into agreements with NGET, proving that technical capabilities are in place, etc)
- C. Obligations connected with the transmission of electricity to or from a Connection Site
- D. Connection Site Specifics (e.g. Maintenance, Removal, De-energisation, or Replacement of Connection Assets, installation of Metering Systems)
- E. The Construction Process (in connection with a new connection, modification or replacement)
- F. Execution and planning of Outages on the GB Transmission System.

Each obligation listed within the CUSC is attached at Appendix 1 to this note.

Those clauses that National Grid initially considers should be backed off onto an Offshore Transmission Owner (OFTO) are highlighted, and the category (A-F) that they fall into is indicated. It should be noted that all of the CUSC obligations listed have been backed off directly onto the existing onshore Transmission Owners through the STC or appropriate STC obligations exist that allow National Grid to discharge its CUSC obligations. These are expected to largely be appropriate to be rolled out to an offshore context, where the role of the Offshore Transmission Owner is identical or very similar to that of an onshore Transmission Owner. Clearly should they differ significantly then the existing clauses within the STC may need to be reviewed.

The concept of a separate contractual agreement between National Grid and each OFTO which would sit alongside and complement the OFTO's STC obligations has been floated at the STC Working Group. Therefore this note also makes reference to obligations which could sit within such a contract as well as within the STC.

2. Categories

A. Connection Offers, Bilateral Agreements, TEC Products

The majority of clauses in this category are contained in sections 2, 3 and 6 and also in the proforma agreements contained within the Schedules to the CUSC. The existing STC clauses which back off these provisions largely sit within Section D Part 2 (for connection offers) and Section D Part 3 (TEC products).

The key requirement for any subsequent consequential back-off of the clauses in the STC for Offshore Transmission Owners will be to ensure the timings in the CUSC that govern National Grid's response to a User can still be met where an OFTO is involved in the production of the relevant document.

The degree to which these need to be incorporated into the STC is partly dictated by the final output of the OFTO tender. However, generic criteria would ideally be specified within the STC.

Obligations to participate in the production of data to facilitate a short-term TEC product request could be managed within the body of the STC.

B. Energisation of User Connections

The assessment of the pre-conditions being met by a User prior to connection will still be a matter for NGET. However, conditions will need to be placed on an OFTO, through the STC, to prevent it from energising the connection of a User connected to its network without prior sanction from NGET.

Note that presently the energisation process is dealt with through STCP 19-3, section 3.3 which states that an Interim Operational Notification (i.e. the document that allows a generator to energise for the first time) may not be issued until both National Grid and the onshore TO is content that this may take place.

C. & D. Connection Site Specifics and Transfer of Electricity from a Connection Site

This is probably the key area that will need to be backed off to the OFTO. NGET has numerous obligations to Users under the CUSC to ensure connection assets are in place at a connection site sufficient such that Connection Entry Capacity can be accommodated, to transmit electricity from the Connection Site up to a value of Transmission Entry Capacity, to assess whether Connection Assets need to be replaced and also to remove assets at the end of their useful life or upon termination of the Bilateral Agreement with the User. All of these obligations will need to be backed off to the OFTO.

Note that this process is presently covered off between National Grid and onshore TOs through the existing STC clauses relating to the Services Capability Specification, Operational Capability Limits, Services Restoration Proposals, etc in section C of the STC. Ensuring that sufficient assets are initially installed to allow for the transfer of electricity from the connection site is taken care of through the construction process (STC section D and STCP 19-2).

E. Construction Process

The existing CUSC proforma Construction Agreement will need to be backed off through to the OFTO. Such obligations include:

- OFTO granting the User appropriate wayleaves, easements, rights of access to its property
- OFTO providing its input into the drawing up of a Construction and Commissioning Programme
- OFTO providing NGET regular updates on its progress through the Construction and Commissioning Programme
- OFTO notifying NGET of any required changes to the Transmission Works it is carrying out through the Construction Phase.

At present the CUSC Construction Agreement is backed off through the TO Construction Agreement in the STC. There are also relevant clauses in STC section D, and STCP 19-2 is also devoted to the construction process.

It would seem appropriate to apply a similar OFTO Construction Agreement to OFTOs in order to ensure that the OFTO's obligations through the Construction process may be given a contractually binding status as well as extending offshore the necessary provisions of the existing section D clauses and STCP 19-2.

F. Outages

There is one key CUSC obligation relating to outages being taken to maintain Transmission Connection Assets, 3.4.3. This is currently backed off with the onshore TOs through STC section C, part 2 in conjunction with STCP 11-1, STCP 11-2 and STCP 11-3.

Extending this to OFTOs will likely require it to be contained within any OFTO contractual framework with potentially additional clauses added to cover the process by which the OFTO may plan and notify maintenance outages. Note however that these additional clauses could be contained within the body of the STC proper with suitable extension of Section C, part 2 and the 11-series STCPs to OFTOs.

Appendix 1 – CUSC Obligations

Clause	Cat	Obligation
1.3.3 (b)		Each User and The Company shall, as between The Company and that User , not later than 6 months (or such lesser time as may be agreed) prior to the expected Commissioning Programme Commencement Date , have entered into a Mandatory Services Agreement providing for payment for Mandatory Ancillary Services to be supplied by the User to The Company .
1.3.3 (b)	B	The Company shall not Energise the User's Equipment or in the case of an Embedded Power Station issue an Operational Notification until the said Mandatory Services Agreement shall have been entered into by both parties.
1.5.2	A	The Company shall make a BELLA Offer to that User as soon as practicable after receipt of the BELLA Application and (save where the Authority consents to a longer period) in any event not more than 3 months after receipt by The Company of the effective BELLA Application .
1.6.3		Where the Authority settles any terms in dispute, the User and The Company shall forthwith enter into the BELLA as settled.
2.3.1	C	Subject to the other provisions of the CUSC , the relevant Bilateral Connection Agreement and the Grid Code , The Company shall, as between The Company and that User , accept into the GB Transmission System at each Connection Site of a User acting in the category of Power Station directly connected to the GB Transmission System , power generated by such User up to the Transmission Entry Capacity and (if any) STTEC and/or LDTEC and/or any Temporary Received TEC less any Temporary Donated TEC for the relevant Period as set out in Appendix C of the relevant Bilateral Connection Agreement except to the extent (if any) that The Company is prevented from doing so by transmission constraints which could not be avoided by the exercise of Good Industry Practice by The Company .
2.4		IMPORT OF POWER TO CONNECTION SITE Subject to the other provisions of the CUSC and in particular Paragraph 2.2.2(b), the relevant Bilateral Connection Agreement and the Grid Code , The Company shall as between The Company and that User , transport a supply of power to each Connection Site of a User through the GB Transmission System up to the Connection Site Demand Capability except to the extent (if any) that The Company is prevented from doing so by transmission constraints or by insufficiency of generation which, in either case, could not have been avoided by the exercise of Good Industry Practice by The Company .
2.5	D	MAINTENANCE OF ASSETS Subject to the other provisions of the CUSC , the relevant Bilateral Connection Agreement , and the Grid Code , The Company shall as between The Company and that User use all reasonable endeavours to maintain the Transmission Connection Assets at each Connection Site in the condition necessary to render the same fit for the purpose of passing power up to the value of Connection Entry Capacity and Connection Site Demand Capability as appropriate between the User's Equipment and the GB Transmission System .
2.10.1	D	In relation to a Connection Site in England and Wales The Company and each User will each supply to the other and in relation to a Connection Site in Scotland The Company shall procure that the Relevant Transmission Licensee supplies to the User a copy of their Safety Rules current from time to time, including any site-specific Safety Rules , and also a copy of the Local Safety Instructions applicable at each Connection Site from time to time.
2.11.1	D	In relation to Connection Sites and New Connection Site(s) in England and Wales The Company and each User undertake to enter into an Interface Agreement with each other and in relation to Connection Sites and New Connection Sites(s) in Scotland The Company shall procure that the Relevant Transmission Licensee shall enter into an Interface Agreement with a User in either case in a form to be agreed between them but based substantially on the forms set out in Exhibit O to the CUSC as appropriate where such Interface Agreement(s) is/are required pursuant to the applicable Bilateral Connection Agreement or otherwise.
2.13.1	A	Without prejudice to Standard Condition C8 of the Transmission Licence The Company shall make a Connection Offer to that User as soon as practicable after receipt of the Connection Application and (save where the Authority consents to a longer period) in any event not more than 3 months after receipt by The Company of the Connection Application .
2.14.1		The Company shall apply and calculate the Connection Charges in accordance

Clause	Cat	Obligation
		with the Statement of the Connection Charging Methodology .
2.14.3 (b)		The Company shall be entitled to invoice each User for Connection Charges payable in accordance with the CUSC in respect of any Plant and Apparatus installed as part of the Transmission Connection Asset Works on the basis set out in the Statement of the Connection Charging Methodology , until the final cost of carrying out the said Transmission Connection Asset Works shall have been determined.
2.14.3 (c)	E	The Company shall, as between The Company and that User , provide to the User a written statement specifying the Connection Charges calculated in accordance with the Charging Statements based on the cost of carrying out the Transmission Connection Asset Works (the " Cost Statement "). The Company shall be entitled to revise Appendix B to the relevant Bilateral Connection Agreement accordingly.
2.14.4 (c)	E	The Company shall invoice the User for an amount equal to The Company's estimate of the One-off Charge before, on or after the relevant date set out in the relevant Bilateral Connection Agreement and the User shall pay to The Company the amount stated in The Company invoice at the later of such relevant date or 28 (twenty eight) days after the date of the said invoice.
2.14.4 (d)	E	As soon as practicable thereafter The Company shall provide the User with a statement of the One-off Charge .
2.14.5 (a)	D	The Company shall be entitled to invoice each User for the indicative Site Specific Maintenance Charge in each Financial Year as set out in the Statement of the Connection Charging Methodology .
2.14.5 (b)	D	As soon as reasonably practicable and in any event by 31 July in each Financial Year The Company shall: (i) in accordance with the Statement of the Connection Charging Methodology calculate the actual Site Specific Maintenance Charge that would have been payable by the User during the preceding Financial Year (the " Actual Charge ") and compare this with the indicative Site specific Maintenance Charge received from the User during the preceding Financial Year (the " Notional Charge ") and (ii) prepare and send to the User a Maintenance Reconciliation Statement specifying the Actual Charge and the Notional Charge for the preceding Financial Year .
2.15.2	D	Subject to Paragraph 2.15.3 below, The Company shall give the User not less than 2 months prior written notice of any revised charges, including revisions to Appendices A and B of the Bilateral Connection Agreements , which notice shall specify the date upon which such revisions become effective (which may be at any time).
2.15.4	D	...to ensure that The Company is charging in accordance with the provisions of the Charging Statements pursuant to Standard Conditions C4 and C6 of the Transmission Licence The Company needs to vary the Connection Charges payable by a User in relation to any of its Connection Sites then The Company shall have the right to vary such charges accordingly upon giving to the User not less than 2 months prior written notice.
2.17.1	D	The Company will provide information to each User on an ongoing basis with regards to its long term intentions and any programme for the replacement of any Transmission Connection Assets at a Connection Site .
2.17.2	D	Where in The Company's reasonable opinion to enable The Company to comply with its statutory and licence duties and/or to enable any Relevant Transmission Licensee to comply with its statutory and licence duties it is necessary to replace a Transmission Connection Asset The Company shall give written notice of this (a " Replacement Notice ") such notice to be given (subject to Paragraph 2.17.7) as soon as practicable.
2.17.3	D	Following the issue of the Replacement Notice The Company shall provide an explanation of the economic and engineering reasons to asset replace and the parties shall meet as soon as practicable to consider options, programme and costs associated with the replacement.
2.17.4	D	The Company shall make an offer to the User(s) (subject to Paragraph 2.17.7) no earlier than 6 months after the date of the Replacement Notice detailing the variations it proposes to make to Appendices A and B of and any other changes required to the Bilateral Connection Agreement and if appropriate enclosing a Construction Agreement in respect of the replacement of the Transmission Connection Assets .

Clause	Cat	Obligation
2.17.6	D	Subject to Paragraph 2.17.7, The Company shall not replace the Transmission Connection Assets until the offer has been accepted by the User(s) or until the determination of the Authority if an application to the Authority has been made.
2.17.7	D	The Company shall take all reasonable steps to avoid exercising its rights pursuant to this Paragraph but in the event that The Company has reasonable grounds to believe, given its licence and statutory duties or the statutory and licence duties of a Relevant Transmission Licensee that a Transmission Connection Asset should be replaced prior to or during the process outlined above then The Company shall consult with the User(s) as far as reasonably practicable and shall be entitled to replace such Transmission Connection Asset and shall advise the User(s) of this and as soon as practicable make an offer for such replacement which can be accepted or referred in accordance with Paragraph 2.17.5 above.
2.17.8	D	Subject to Paragraph 2.17.9 Connection Charges shall be payable in respect of such replaced Transmission Connection Assets in accordance with the Statement of the Connection Charging Methodology and The Company shall give the User(s) not less than 2 months prior written notice of such varied charges and specify the date upon which such charges become effective.
2.17.9		Where Transmission Connection Assets have been replaced pursuant to Paragraph 2.17.7 The Company shall not be entitled to vary the Connection Charges until the offer has been accepted or the matter has been determined by the Authority and until such time the User(s) shall continue to pay Connection Charges as if the Transmission Connection Assets had not been replaced.
2.18.2	D	The Company shall use its reasonable endeavours to re-use Transmission Connection Assets where Termination Amounts have been paid on the basis set in the Statement of the Connection Charging Methodology .
2.18.4	D	The Company shall be under no obligation to rebate any of the Termination Amounts relating to the re-use of assets as set out in the Statement of the Connection Charging Methodology except to the extent that Connection and/or Transmission Network Use of System Charges are subsequently received in respect of Transmission Connection Assets in relation to which such Termination Amounts have been paid to The Company during the Financial Year in which termination has occurred.
2.18.5	D	Upon request in writing, and at the cost of the User , The Company shall issue a certificate no more frequently than once each calendar year indicating whether or not such assets have or have not been re-used.
2.20.6		In the event of The Company's credit requirements being reviewed at any time The Company shall advise the User in writing of the new credit requirements and if acceptable to the User the security arrangements will be amended accordingly.
2.20.7		In the event that the facts or circumstances giving rise to the obligations of the User to provide the security have ceased, then The Company shall release the security.
2.21.2 (a)		The Company shall provide to each relevant User a Bi-annual Estimate showing the amounts of all payments required or which may be required to be made by the User to The Company in respect of Termination Amounts ...
3.2.4		Subject to the other provisions of the CUSC and the Grid Code and any relevant Bilateral Agreement , The Company shall, as between The Company and that User , accept into the GB Transmission System power generated by each User up to the Transmission Entry Capacity and (if any) STTEC and/or any Temporary Received TEC less any Temporary Donated TEC for the relevant Period set out in Appendix C of the relevant Bilateral Connection Agreement except to the extent (if any) that The Company is prevented from doing so by transmission constraints which could not be avoided by the exercise of Good Industry Practice by The Company .
3.2.6		Upon compliance by the User with the provisions of Paragraph 3.2.2(a) after the commissioning programme in Paragraph 3.2.6 and subject, if The Company so requires, to Transmission Reinforcement Works being carried out and/or notification by the User that the site of connection of the User's Equipment or equipment for which the User is responsible (as defined in Section K of the Balancing and Settlement Code) to the Distribution System is operational (any or all as appropriate) The Company shall forthwith notify (" Operational Notification ") the User in writing that it has the right to use the GB Transmission System
3.4.2		Subject to the provisions of the CUSC and the Grid Code , The Company shall, as between The Company and that User , transport a supply of power through the

Clause	Cat	Obligation
		GB Transmission System to the level forecast by the User from time to time pursuant to the Data Requirements set out in Part IIB of this Section 3 submitted by that User together with such margin as The Company shall in its reasonable opinion consider necessary having due regard to The Company 's duties under the Transmission Licence except to the extent (if any) that The Company is prevented from doing so by transmission constraints or by insufficiency of generation which, in either case, could not have been avoided by the exercise of Good Industry Practice by The Company .
3.4.3		Subject to the provisions of the Grid Code , The Company shall be entitled to plan and execute outages of parts of the GB Transmission System or Transmission Plant or Transmission Apparatus at any time and from time to time.
3.6.2		In the case of such a User , subject to the provisions of the CUSC and the Grid Code , The Company shall transport a supply of power through the GB Transmission System to the Connection Site of the Non-Embedded Customer to the level forecast by the User from time to time pursuant to the Data Requirements set out in Part IIB of this Section 3 submitted by that User together with such margin as The Company shall in its reasonable opinion consider necessary having due regard to The Company's duties under the Transmission Licence except to the extent (if any) that The Company is prevented from doing so by transmission constraints or by insufficiency of generation which, in either case, could not have been avoided by the exercise of Good Industry Practice by The Company .
3.6.7		The Company shall be entitled to De-energise the Non- Embedded Customer's Equipment at any Connection Site when instructed to do so by the Non-Embedded Customer in accordance with the terms of its Bilateral Connection Agreement or the CUSC .
3.6.8		Where the Supplier supplying the Connection Site has informed The Company that it has received an order or direction from the Secretary of State for Energy under the Energy Act 1976 or the Act , requiring it to cease supplying the Non-Embedded Customer with electricity and instructs The Company to De-energise the Non-Embedded Customer's User's Equipment at the Connection Site , The Company shall as soon as reasonably practicable De-energise the Non-Embedded Customer's User's Equipment at the Connection Site (unless The Company considers that it is not reasonably practicable, whether on technical grounds or otherwise, to effect such De-energisation) and if it does De-energise , shall promptly notify the User of the date and time at which such De-energisation was effected.
3.7.2		Without prejudice to Standard Condition C8 of the Transmission Licence The Company shall make a Use of System Offer to that User as soon as practicable after receipt of the Use of System Application and (save where the Authority consents to a longer period) in any event not more than 28 days after receipt by The Company of the Use of System Application .
3.9.1		The Company shall apply and calculate the Use of System Charges in accordance with the Statement of Use of System Charges and the Statement of the Use of System Charging Methodology and Standard Condition C13 of the Transmission Licence .
3.11.2		Subject to Paragraph 3.12, The Company shall revise the Transmission Network Use of System Charges payable by a User to take account of any revised Demand Forecast and shall commence charging the revised Transmission Network Use of System Charges from the first day of the month following the month in which such revised Demand Forecast was received provided always that such Demand Forecast is provided before the 10th day of such month.
3.12.2		The Company shall notify the User in the event that the Transmission Network Use of System Charges due from the User to The Company or from The Company to the User (as the case may be) calculated by The Company using the Demand Forecast differ by more than 20% from that calculated by The Company using The Company's forecast Demand as provided for in the Charging Statements .
3.12.3		In the event that The Company does not receive a satisfactory explanation for the difference between the Demand Forecast and The Company's forecast Demand or a satisfactory revised Demand Forecast from the User within 5 Business Days of such notice then The Company shall be entitled to invoice a User for Transmission Network Use of System Charges calculated on the basis of The Company forecast Demand .

Clause	Cat	Obligation
3.13.1		On or before 30 June in each Financial Year , The Company shall promptly calculate in accordance with the Statement of the Use of System Charging Methodology and the Statement of Use of System Charges the Demand related or generation related Transmission Network Use of System Charges (as the case may be) that would have been payable by the User during each month during the preceding Financial Year (Actual Amount) . The Company shall then compare the Actual Amount with the amount of Demand related or generation related Transmission Network Use of System Charges (as the case may be) paid each month during the preceding Financial Year by the User (the " Notional Amount ").
3.13.2		As soon as reasonably practicable and in any event by 30 April in each Financial Year The Company shall prepare a generation reconciliation statement (the " Generation Reconciliation Statement ") in respect of generation related Transmission Network Use of System Charges and send it to the User .
3.13.3		Together with the Generation Reconciliation Statement , The Company shall issue a credit note in relation to any sums shown by the Generation Reconciliation Statement to be due to the User or an invoice in respect of sums due to The Company and in each case interest thereon calculated pursuant to Paragraph 3.13.6 below.
3.13.4		As soon as reasonably practicable and in any event by 30 June in each Financial Year The Company shall then prepare an initial Demand reconciliation statement (the " Initial Demand Reconciliation Statement ") in respect of Demand related Transmission Network Use of System Charges and send it to the User .
3.13.5		Together with the Initial Demand Reconciliation Statement The Company shall issue a credit note in relation to any sum shown by the Initial Demand Reconciliation Statement to be due to the User or an invoice in respect of sums due to The Company and in each case interest thereon calculated pursuant to Paragraph 3.13.6.
3.13.7 (a)		The Company shall as soon as reasonably practicable following receipt by it of the Final Reconciliation Settlement Run or Final Reconciliation Volume Allocation Run as appropriate in respect of the last Settlement Day in each Financial Year issue a further Demand reconciliation statement (the " Final Demand Reconciliation Statement ") in respect of Demand related Transmission Network Use of System Charges payable in respect of each month of that Financial Year ...
3.13.7 (b)		Together with the Final Demand Reconciliation Statement The Company shall issue a credit note in relation to any sum shown in the Final Demand Reconciliation Statement to be due to the User or an invoice in respect of sums due to The Company and in each case interest thereon calculated pursuant to Paragraph 3.13.6.
3.14.3		Subject to paragraph 3.14.4 below, The Company shall give the User not less than two months prior written notice of any revised Transmission Network Use of System Charges ...
3.15.2 (a)		The Company shall not later than 17.00 hours on the relevant Notification Date (and if this is not practicable as soon as possible thereafter as The Company , acting reasonably, considers is practicable) despatch an advice notice to the User in respect of the Settlement Day in relation to which the Balancing Services Use of System Charges are due on the relevant Payment Date .
3.15.2 (c)		The Company shall, within a reasonable time thereafter provide a valid Value Added Tax invoice in respect of Balancing Services Use of System Charges identified on the advice note.
3.16.1		As soon as reasonably practicable after receipt by The Company of the Final Reconciliation Volume Allocation Run in respect of a Settlement Day The Company shall prepare and submit to each User a statement (which may form part of an invoice or other document) calculated in accordance with the data specified in the Statement of the Use of System Charging Methodology in respect of that Settlement Day (" Balancing Services Use of System Reconciliation Statement "), showing the new value (if any) of data (as specified in the Statement of the Use of System Charging Methodology in force on that Settlement Day) attributable to the User in respect of such Settlement Day and the amount of Balancing Services Use of System Charges payable by the User on the basis of the new value (the " Reconciled Charge ").
3.16.2		In the event that: (a) the Reconciled Charge exceeds the Balancing Services Use of System Charges paid by the User in respect of that Settlement Day (" Initial

Clause	Cat	Obligation
		<p>Charge) The Company shall at its option either:</p> <p>(i) send to the User as soon as reasonably practicable after issue of the Balancing Services Use of System Reconciliation Statement an invoice for the amount by which the Reconciled Charge exceeds the Initial Charge and interest thereon calculated in accordance with the provisions set out in Paragraph 3.16.3; or</p> <p>(ii) include such amount in another invoice in respect of Balancing Services Use of System Charges to the User.</p> <p>(b) the Reconciled Charge is less than the Initial Charge The Company shall at its option either:-</p> <p>(i) send to the User as soon as reasonably practicable after issue of the Balancing Services Use of System Reconciliation Statement credit note for the amount by which the Initial Charge exceeds the Reconciled Charge and interest thereon calculated in accordance with the provisions set out in Paragraph 3.16.3; or</p> <p>(ii) include such amount as a credit in an invoice in respect of Balancing Services Use of System Charges from The Company to the User.</p>
3.16.6		<p>(a) In the event that the amount shown in any Dispute Statement exceeds the aggregate amount paid by the User in respect of the Settlement Day to which the Dispute Statement relates under any invoices issued pursuant to Paragraph 3.15.2 and Paragraph 3.16.2 above (after taking into account any credit notes issued) The Company shall submit to the User a further invoice for such excess and interest thereon calculated in accordance with Paragraph 3.16.3;</p> <p>(b) In the event that the amount shown in any Dispute Statement is less than the aggregate amount paid by the User in respect of the Settlement Day to which the Dispute Statement relates under any invoices issued pursuant to Paragraph 3.15.2 and Paragraph 3.16.2 above (after taking into account any credit notes issued) The Company shall submit to the User a credit note for the amount by which the amount paid exceeds the amount shown in the Dispute Statement together with interest thereon calculated in accordance with Paragraph 3.16.3.</p>
3.19		<p>RECONCILIATION PAYMENTS</p> <p>Each User, or as the case may be, The Company, shall pay the amounts set out in any invoice or credit note issued pursuant to Paragraphs 3.15.2 or 3.15.6 respectively above, either in accordance with the applicable requirements for payment of other sums due under that invoice in the case of sums shown in an invoice also dealing with other payments, or in other cases within 5 Business Days of the date of the Balancing Services Use of System Reconciliation Statement or Dispute Statement as appropriate.</p>
3.20.1		<p>Subject to Paragraph 3.20.2 below, The Company shall give the User not less than 2 months prior written notice of any revision to the Statement of the Use of System Charging Methodology which will affect the application and calculation of the Balancing Services Use of System Charges, which notice shall specify the date upon which such revisions become effective (which may be at any time).</p>
3.22.5		<p>Notification of Deemed HH Forecasting Performance Following the issue of the Initial Demand Reconciliation Statement in respect of the previous Financial Year, The Company shall notify the User, of the Deemed HH Forecasting Performance to be used in the calculation of the User's HH Performance Related Var. Such notice shall be given at least two months prior to the first of the Security Periods to which it relates.</p>
3.22.6		<p>Notification of Deemed NHH Forecasting Performance Following the issue of the Initial Demand Reconciliation Statement in respect of the previous Financial Year, The Company shall notify the User, of the Deemed NHH Forecasting Performance to be used in the calculation of the User's NHH Performance Related Var. Such notice shall be given at least two months prior to the first of the Security Periods to which it relates.</p>
3.22.7		<p><u>Revision of Deemed HH Forecasting Performance</u></p> <p>...Where for any Reported Period of Increase the resulting increase in Demand equates to a level that is in excess of one percent of the Actual Amount of HH Charges in respect of the previous Financial Year, The Company shall, within one month of receiving such a request, recalculate the Deemed HH Forecasting Performance on the basis set out in Appendix 2 Paragraph 4...</p>

Clause	Cat	Obligation
3.22.9		<p><u>Review of Security Cover</u> The Company shall keep under review the Security Cover relating to the User and shall promptly advise the User whenever the Security Amount maintained by the User is more or less than the amount required to be maintained pursuant to this Paragraph 3.22.</p>
3.22.10		<p><u>Decrease of Security Cover</u> If The Company reasonably determines that the User's required Security Cover has decreased, it shall so notify the User. The Company shall consent to an appropriate reduction in the available amount of any outstanding Qualifying Guarantee or Letter of Credit or Bilateral Insurance Policy or Insurance Performance Bond or Independent Security Arrangement and/or shall repay to the User such part of the deposit held in the Escrow Account for the account of the User (together with all accrued interest on the part to be repaid) sufficient to reduce the User's Security Amount to the level of Security Cover applicable to it within 5 Business Days of the User's consent.</p>
3.22.1		<p><u>Notification in respect of Security Cover</u> The Company shall notify each User promptly if:-</p> <ul style="list-style-type: none"> (a) that User fails to provide, maintain, extend or renew a Qualifying Guarantee or a Letter of Credit or a Bilateral Insurance Policy or an Insurance Performance Bond or an Independent Security Arrangement which it is required to provide, maintain, extend or renew pursuant to Paragraphs 3.21 or 3.22 inclusive; (b) The Company shall make a demand under any such Qualifying Guarantee or a call under a Letter of Credit or a Bilateral Insurance Policy or an Insurance Performance Bond or an Independent Security Arrangement; or (c) The Company becomes aware that that User: <ul style="list-style-type: none"> (i) shall cease to have an Approved Credit Rating or shall cease to have an Approved Credit Rating for an amount at least equal to the User's Security Requirement, or (ii) shall be placed on a credit watch by the relevant credit rating agency (or becomes subject to an equivalent procedure) which in any case casts doubt on the User retaining an Approved Credit Rating or an Approved Credit Rating for an amount at least equal to the User's Security Requirement or maintaining the Credit Assessment Score given by the User's Independent Credit Assessment, or (iii) shall be in default under the additional or alternative security required to be provided pursuant to this Part III; or (d) The Company becomes aware that any bank that has issued a Letter of Credit in relation to that User which has not expired shall cease to have the credit rating required by this Section; or (e) The Company becomes aware that any entity providing a Qualifying Guarantee or a Bilateral Insurance Policy or an Insurance Performance Bond or an Independent Security Arrangement in relation to that User which has not expired shall cease to meet the Requirements in the case of a Bilateral Insurance Policy or an Insurance Performance Bond or an Independent Security Arrangement or in the case of a Qualifying Guarantee cease to have an Approved Credit Rating for an amount at least equal to the required Security Amount (less its balance on the Escrow Account); or (f) NGC becomes aware that the User's Security Requirement exceeds 85% of the User's Allowed Credit.
3.23		<p>PAYMENT DEFAULT If, by 12.30 hours on any Use of System Payment Date, The Company has been notified by a User or it otherwise has reason to believe that that User will not have remitted to it by close of banking business on the Use of System Payment Date all or any part ("the amount in default") of any amount which has been notified by The Company to the User as being payable by the User by way of either the Balancing Services Use of System Charges and/or Transmission Network Use of System Demand Charges on the relevant Use of System Payment Date, then The Company shall be entitled to act in accordance with the following provisions (or whichever of them shall apply) in the order in which they appear until The Company is satisfied that the User has discharged its obligations in respect of the Balancing Services Use of System Charges and/or Transmission Network Use of System Demand Charges (as appropriate) under</p>

Clause	Cat	Obligation
		<p>the CUSC which are payable in respect of the relevant Settlement Day (in the case of Balancing Services Use of System Charges) or Financial Year (in the case of Transmission Network Use of System Demand Charges):-</p> <ul style="list-style-type: none"> (a) The Company may to the extent that the User is entitled to receive payment from The Company pursuant to the CUSC (unless it reasonably believes that such set-off shall be unlawful) set off the amount of such entitlement against the amount in default; (b) The Company shall be entitled to set off the amount of funds then standing to the credit of the Escrow Account against Balancing Services Use of System Charges and/or Transmission Network Use of System Demand Charges (as appropriate) unpaid by the User and for that purpose The Company shall be entitled to transfer any such amount from the Escrow Account to any other account of The Company at its absolute discretion and shall notify the User accordingly; (c) The Company may demand payment under any outstanding Letter of Credit supplied by the User in a sum not exceeding the available amount of all such Letters of Credit; (d) The Company may demand payment under any outstanding Qualifying Guarantee provided for the benefit of the User pursuant to Paragraph 3.21.3(b); (e) The Company may demand payment under any outstanding Bilateral Insurance Policy provided for the benefit of the User; (f) The Company may demand payment under any outstanding Insurance Performance Bond provided for the benefit of the User; (g) The Company may demand payment under any outstanding Independent Security Arrangement provided for the benefit of the User.
3.24		<p>UTILISATION OF FUNDS</p> <p>In addition to the provisions of Paragraph 3.23 above if The Company serves a notice of default under the terms of Paragraph 5.5 or a notice of termination under Paragraph 5.7 then The Company shall be entitled to demand payment of any of the Balancing Services Use of System Charges and/or Transmission Network Use of System Demand Charges which are outstanding from the relevant User whether or not the Use of System Payment Date in respect of them shall have passed and:-</p> <ul style="list-style-type: none"> (a) make demand under any outstanding Qualifying Guarantee or a call under any outstanding Letter of Credit, Bilateral Insurance Policy, Insurance Performance Bond or Independent Security Arrangement supplied by the User; and (b) to set off the funds in the Escrow Account against Balancing Services Use of System Charges and/or Transmission Network Use of System Demand Charges unpaid by the User and for that purpose The Company shall be entitled to transfer any such amount from the Escrow Account to any other account of The Company as it shall in its sole discretion think fit.
3.25		<p>USER'S RIGHT TO WITHDRAW FUNDS</p> <p>If a User is not in default in respect of any amount owed to The Company in respect of the Balancing Services Use of System Charges or Transmission Network Use of System Charges under the terms of the CUSC and any Bilateral Agreement to which the User is a party:-</p> <ul style="list-style-type: none"> (a) The Company shall transfer to the User quarterly interest credited to the Escrow Account; and (b) The Company shall transfer to such User within a reasonable time after such User's written request therefor any amount of cash provided by the User by way of Security Cover which exceeds the amount which such User is required to provide by way of security in accordance with this Part III.
4.1.2.3 (b)		<p>Where a redeclaration of capability to provide Leading and/or Lagging Mvars at Rated MW does not specify such revised capability at the Commercial Boundary, then The Company shall calculate the revised capability at Rated MW at the Commercial Boundary by application of the relevant formula set out in Part 1 or 2 (as the case may be) of Appendix 8 of Schedule 3, Part I.</p>
4.1.2.3 (c)		<p>In order to calculate any payments which fall due in accordance with this Paragraph 4.1.2 and a Mandatory Services Agreement, following commencement of the relevant clause of the Mandatory Services Agreement,</p>

Clause	Cat	Obligation
		The Company shall calculate the values of QRlead and QRlag in accordance with the formulae contained in Appendix 8 of Schedule 3, Part I.
4.1.2.4		<i>Utilisation</i> The Company shall have the right (but shall not be obliged) at any time to instruct a User by the issue of a Reactive Despatch Instruction to provide Leading and/or Lagging Mvars from some or all of the BM Units specified in a Mandatory Services Agreement .
4.1.2.7		<i>Reactive Testing</i> Where, in accordance with Grid Code OC 5.4.2.4 , The Company shall be entitled to require a Reactive Test , such test shall be in addition to, and shall not prejudice The Company's right to require, the two annual Reactive Tests referred to in Grid Code OC 5.5.1.1 . If a BM Unit or a CCGT Unit (as the case may be) fails a Reactive Test , then The Company shall advise the User that the BM Unit or CCGT Unit (as appropriate) has so failed whereupon, subject always to resolution of any dispute in accordance with Grid Code OC 5.5.4 and (where applicable) OC 5.5.5 , the User shall immediately advise The Company of the revised capability of that BM Unit or CCGT Unit (as appropriate) to provide Leading and/or Lagging Mvars (as the case may be) in accordance with the terms of the Mandatory Services Agreement .
4.1.3.5		The Company shall not instruct a User to provide Mode A Frequency Response and any Commercial Ancillary Service of Frequency Response simultaneously.
4.1.3.13 (a)		By the fifth Business Day of the calendar month, The Company shall publish on its web-site information relating to The Company's requirement for Mode A Frequency Response (in MW) in the next following calendar month.
4.1.3.13 (d)		Upon receipt of a notification from the User made in accordance with Paragraph 4.1.3.13(b), The Company shall publish details of such notification in a report issued in accordance with Paragraph 4.1.3.13(A)(a) and, subject always to rectification (if any) of payment rates pursuant to Paragraph 4.1.3.13(e), The Company shall apply published payment rates for Primary Response , High Frequency Response and Secondary Response in calculating the Holding Payments for the relevant BM Unit in the next following calendar month.
4.1.3.13A (a)		<i>Publication of Holding Payment Rates and other information</i> The Company shall use reasonable endeavours to publish on its web-site by the 16th Business Day of each calendar month, a report containing the following information in respect of each applicable User's BM Unit(s) to apply in respect of the next following calendar month:- (i) the payment rates for Primary Response , High Frequency Response and Secondary Response to apply in determining the Holding Payments for the next following calendar month as determined in accordance with Paragraph 4.1.3.13; (ii) the available Response volume (in such form and manner as shall be prescribed by The Company from time to time).
4.1.3.13A (c)		In respect of each day in a calendar month, The Company shall, by the ninth Business Day of the calendar month following that calendar month, publish on its web-site in respect of all BM Units details of instructions issued by The Company in accordance with Paragraph 4.1.3.4 for each of Primary Response , High Frequency Response and Secondary Response (in such form and manner as shall be prescribed by The Company from time to time).
4.2.4.2		The Company shall only issue a Maximum Generation Instruction where an Available BM Unit has been instructed to generate or is already generating (in each case) at the prevailing Maximum Export Limit for that Available BM Unit .
4.2.8		Consequences of Maximum Generation Event of Default In respect of any event of default incurred by the User in respect of an Available BM Unit pursuant to Paragraph 4.2.7, The Company shall be entitled to withhold the Maximum Generation Energy Payment (if any) applicable to the relevant Available BM Unit and the Settlement Period in which such event of default occurred.
4.2.12.1		Publication of Maximum Generation Information The Company shall use reasonable endeavours to publish on its website within five Business Days of signature of a Maximum Generation Service Agreement , or within five Business Days of receipt of any updated information in accordance with this paragraph 4.2, details of the following information in respect of each Maximum Generation BM Unit specified in such Maximum Generation Service Agreement :-

Clause	Cat	Obligation
		<p>(a) the Maximum Generation Energy Fee;</p> <p>(b) the Indicative Maximum Generation Capability;</p> <p>(c) the amount of factor X (as defined in Paragraph 4.2.5.1) if other than 0.03,</p> <p>in such form and manner as shall be prescribed by The Company from time to time.</p>
4.2.12.2		<p>In respect of each Operational Day in a calendar month, The Company shall, by the tenth Business Day of the calendar month following that calendar month, publish on its web-site in respect of each relevant Maximum Generation BM Unit(s) the following details of each Maximum Generation Instruction (if any) issued by The Company in accordance with Paragraph 4.2.4:-</p> <p>(a) the Maximum Generation Energy Fee;</p> <p>(b) the period(s) for which Maximum Generation has been provided;</p> <p>(c) the MW level(s) delivered as Maximum Generation</p> <p>in such form and manner as shall be prescribed by The Company from time to time.</p>
4.2A.4		<p>Payments to the User</p> <p>The Company shall make the following payments to the User in respect of System to Generator Intertripping Schemes...</p>
4.2A.5		<p>Withholding of payments</p> <p>The Company shall not be obliged to make any Restricted Export Level Payment or Intertrip Payment pursuant to Paragraph 4.2A.4 where the tripping of BM Unit(s) or (where relevant) Generating Unit(s) comprised in a BM Unit occurs...</p>
4.2B.3		<p>Agreed Ancillary Services</p> <p>Each User and The Company shall enter into a Commercial Services Agreement providing for the payment for and provision of the Agreed Ancillary Services (other than Maximum Generation) and System to Generator Operational Intertripping (if any) set out in Appendix F1 of the relevant Bilateral Agreement.</p>
4.3.2.1		<p>On the third Business Day following receipt from the Settlement Administration Agent of the Interim Information Settlement Run issued in respect of the final day of the previous calendar month The Company shall send to the User a statement ("Provisional Monthly Statement")...</p>
4.3.2.2		<p>If the User has failed to supply any Balancing Service in accordance with the Grid Code or any instructions validly and properly issued under the Grid Code or as required by the CUSC or any Balancing Services Agreement, The Company shall set out the times and dates upon which it considers such failure of supply to have occurred and the facts or evidence which it relies upon as constituting such failure in the Provisional Monthly Statement next following the date of such failure or next following the date when The Company first becomes aware of the facts which constitute such failure.</p>
4.3.2.6		<p>On the eighteenth Business Day of each calendar month, The Company shall send to the User a statement ("Final Monthly Statement")...</p>
4.3.2.8		<p>Where a dispute is resolved by issuance of a decision by an expert or an arbitrator or panel of arbitrators pursuant to the Dispute Resolution Procedure, The Company shall adjust the account between itself and the User accordingly in the next Provisional Adjustments Statement required to be issued under Paragraph 4.3.2.1.</p>
4.3.2.10		<p>The Company shall pay to the User the amount shown as due from The Company in the Final Monthly Statement within three Business Days of the date on which such statement is or should be issued. The User shall pay to The Company the amount shown as due from the User in such statement within three Business Days of the date on which such statement is issued.</p>
4.3.2.22		<p>For the avoidance of doubt, The Company shall issue a Provisional Monthly Statement to the User for the calendar month following the calendar month in which any Balancing Services Agreement to which the User is a party shall expire or terminate, setting out details of the Balancing Services supplied by the User in respect thereof during that calendar month until expiry or termination, and in respect thereof the provisions of this Paragraph 4.3.2 shall continue to apply notwithstanding such expiry or termination.</p>
5.2.1		<p><u>Emergency De-energisation by The Company</u></p> <p>If, in the reasonable opinion of The Company, the condition or manner of operation of the GB Transmission System or a User's System or an Interconnector poses an immediate threat of injury or material damage to any</p>

Clause	Cat	Obligation
		<p>person or to the Total System or to any User's System or to the GB Transmission System, The Company shall have the right to:</p> <p>(a) De-energise that User's Equipment, or</p> <p>(b) request the owner of the Distribution System to which that User's Equipment or equipment for which that User is responsible (as defined in Section K of the Balancing and Settlement Code) is connected to De-energise that User's Equipment or equipment for which that User is responsible (as defined in Section K of the Balancing and Settlement Code), if it is necessary or expedient to do so to avoid the occurrence of such injury or damage.</p>
5.2.3		<p><u>Post Emergency Re-energisation</u></p> <p>The Company or, as the case may be, the User shall Reenergise the User's Equipment at the Connection Site (or, in the case of the User the site of connection) or The Company shall request the owner/operator of the Distribution System to which the User's Equipment or equipment for which the User is responsible (as defined in Section K of the Balancing and Settlement Code) is connected to Reenergise the User's Equipment at the site of connection, in each case as quickly as practicable after the circumstances leading to any De-energisation under this Paragraph 5.2 have ceased to exist.</p>
5.3.3		<p><u>BSC De-energisation</u></p> <p>The Company shall De-energise the User's Equipment if it is so instructed by the BSC Panel at any time in accordance with the provisions of the Balancing and Settlement Code.</p>
5.3.4 (b)		<p>in the case of Connection Sites in England and Wales, The Company shall remove and, in the case of Connection Sites in Scotland, The Company shall procure that the Relevant Transmission Licensee removes, any of the Transmission Connection Assets on the User's land within 6 months or such longer period as may be agreed between the User and The Company or the Relevant Transmission Licensee (as appropriate);</p>
5.4.7		<p><u>Specific Event of Default Disconnection</u></p> <p>Once The Company has given a valid notice of an event of default pursuant to Paragraph 5.4.6 provided that the Event of Default is continuing The Company may give notice of termination to that User whereupon the relevant Bilateral Agreement or right to use the system shall terminate and:</p> <p>(a) The Company shall in relation to such an Event of Default of a User in relation to a Connection Site:</p> <p>(i) Disconnect all the User's Equipment at the Connection Site; and</p> <p>(ii) the User concerned shall remove any of the User's Equipment on, in the case of Connection Sites in England and Wales, The Company's or, in the case of Connection Sites in Scotland, Relevant Transmission Licensee's land (as appropriate) within six (6) months of the date of termination or such longer period as may be agreed between The Company or the Relevant Transmission Licensee (as appropriate) and the relevant User; and</p> <p>(iii) in the case of Connection Sites in England and Wales, The Company shall remove and, in the case of Connection Sites in Scotland, The Company shall procure that the Relevant Transmission Licensee removes, any of the Transmission Connection Assets on the land of the User concerned within 6 months or such longer period as may be agreed between the User and The Company or the Relevant Transmission Licensee (as appropriate).</p> <p>...</p> <p>(b)</p> <p>(i) The Company shall request the owner of any Distribution System to which the User is connected to Disconnect all the User's Equipment or equipment for which the User is responsible (as defined in Section K of the Balancing and Settlement Code) at the site of connection;</p> <p>(ii) The Company shall in relation to such an event of default of a User acting as a Supplier request the owner of the Distribution System to which any of that User's Customer's are connected to Disconnect such User's Customer's;</p> <p>(iii) The Company shall in relation to such an Event of Default of a</p>

Clause	Cat	Obligation
		User acting as an Interconnector User or Interconnector Error Administrator request the relevant Interconnector Owner to cease or procure the cessation of the transfer of power across the Interconnector by or on behalf of that Interconnector User ; and the User shall be obliged to pay to The Company forthwith the Use of System Charges due under the CUSC or the relevant Bilateral Agreement up to the end of the Financial Year in which Termination occurs.
5.9.2		If the following condition ceases to be satisfied in respect of the Supplier supplying the Connection Site The Company may give written notice of that fact to the User and unless within 5 days of receipt of such notice the User advises The Company that it has contracted with an alternative Supplier , The Company shall be entitled to De-energise the Non-Embedded Customer's User's Equipment :- "the Supplier being authorised by a current Supply Licence to supply electricity to the premises to be supplied with electricity through the Connection Site ."
5.9.3		If there ceases to be a subsisting right of Use of System by a Supplier at the Connection Site who is liable to The Company for Use of System Charges in respect of Demand attributable to the Connection Site , The Company shall be entitled to De-energise the User's Equipment .
5.10.1		In the event of a Relevant Interruption where the Affected User has not otherwise received compensation under the Balancing and Settlement Code The Company shall be liable to pay the Affected User upon request the Interruption Payment for the Interruption Period .
6.2		The Company OBLIGATIONS The Company agrees with each User to (and in respect of licence obligations contained within Section D of a transmission licence, procure that a Relevant Transmission Licensee shall) make available, plan, develop, operate and maintain the GB Transmission System in accordance with the transmission licences and with the Grid Code subject to any Derogations from time to time.
6.3.6		Without prejudice to Paragraph 6.3.1, where a User who does not hold a Licence , so requests The Company in respect of an Embedded Exemptable Large Power Station that the CUSC Party owns or operates: (i) The Company shall apply to the Authority for a direction under paragraph 11 of Standard Condition C14 relieving The Company from the obligation to implement or comply with the Grid Code in respect of that Embedded Exemptable Large Power Station ; and (ii) that User shall provide such information and assistance as The Company may reasonably request to enable The Company to make such an application to the Authority .
6.5.3		The Company shall notify the relevant owner or operator of the Distribution System in writing as soon as the conditions set out in Paragraph 6.5.1 and Paragraph 6.5.2 have been satisfied in any particular case together with, if appropriate, a copy of any list provided under Paragraph 3.5.
6.5.4		Each owner or operator of a Distribution System shall De-energise the connection equipment of any such User the subject of Paragraph 6.5.1 or Customer the subject of Paragraph 6.5.2 as soon as reasonably practicable following the instruction of The Company in accordance with the terms of the CUSC . The Company shall reimburse such owner or operator any expense incurred in relation to such act of De-energisation , if any, and shall indemnify such owner or operator against any liability, loss or damage suffered by it as a result of such De-energisation .
6.5.5.3		The Company will within 28 days of the submission of a Request for a Statement of Works respond in writing to the User who owns or operates a Distribution System with a Statement of Works substantially in the form of Exhibit V . The User who owns or operates a Distribution System shall forward such Statement of Works to the Power Station as soon as reasonably practicable.
6.6.1		The Company will invoice Users for Connection Charges and/or Use of System Charges due under the CUSC and/or each Bilateral Agreement and/or as notified to the User where there is no Bilateral Agreement , in accordance with the CUSC and/or the Charging Statements in the following manner: (a) in the case of recurrent monthly charges identified in the relevant Charging Statements The Company shall despatch an invoice on or before the 15th day of the month for the charges due in relation to that month;

Clause	Cat	Obligation
		(b) in the case of the STTEC Charge The Company shall invoice the User on or before the 15th day of the month for the full STTEC Charge ; (c) In the case of the LDTEC Charge NGC shall invoice the User on or before the 15th day of the month for the full LDTEC Charge ;" (d) unless otherwise specified in the CUSC where charges are payable other than monthly The Company shall despatch an invoice not less than 30 days prior to the due date for payment.
6.7.4		The voltage at which the tariff metering is connected and its location shall be referred by The Company to the BSC Panel . The Company shall inform the relevant User of the voltage requirements specified by the BSC Panel as soon as possible thereafter.
6.7.5		Where a Connection Site is a Grid Supply Point , and the User is or will be Registrant in relation to the Energy Metering Equipment required by the Balancing and Settlement Code at the Grid Supply Point and/or at the bulk supply point(s) which are related to that Grid Supply Point , The Company shall install and be the Meter Operator Agent of all such Energy Metering Equipment from the date of the relevant Construction Agreement until the FMS Date ...
6.7.6		The Company shall recover its charges for acting as Meter Operator Agent of any Energy Metering System , which is a Transmission Connection Asset charged for under the CUSC , as part of such charges.
6.7.8		Pulse Data The User shall have the right to collect and record pulses from the meters comprised in the Energy Metering System(s) at the Connection Site . In relation to Connection Sites in England and Wales, The Company shall give the User access in accordance with the Interface Agreement to collect and record such pulses and to install and maintain such lines and equipment as may be reasonably necessary. In relation to Connection Sites in Scotland, The Company shall procure that the Relevant Transmission Licensee shall give the User access in accordance with the Interface Agreement to collect and record such pulses and to install and maintain such lines and equipment as may be reasonably necessary.
6.8.3 (b) (i)		The Company shall supply and install the OMS Front End (FE) unit in a position close to the high accuracy meters, to be agreed with the User , preferably within the high accuracy metering cubicle.
6.9.2.2		The Company shall make the Modification Offer to that User 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 The Company of the Modification Application .
6.9.3.1		If The Company wishes to make a Modification to the GB Transmission System , The Company shall complete and submit to each User a Modification Notification and shall advise each User of any works which The Company reasonably believes that User may have to carry out as a result.
6.10.3		The Company shall have no obligation to compensate any User (the " First User ") for the cost or expense of any Modification required to be made by any User as a result of any The Company Modification under Paragraph 6.9.3.1...
6.10.4		Modification Offer and Connection Offer conditional upon other Modification and Connection Offers If at the time of making any Offer or Modification Offer or Connection Offer to a User (the " Second Offer ") there is an outstanding Modification Offer(s) or Connection Offer(s) to another User(s) (the " First Offer ") which if accepted would affect the terms of the Second Offer The Company shall at the time of making the Second Offer : <ul style="list-style-type: none"> • inform the recipient(s) of both the First Offer(s) and Second Offer(s) in writing that there is another Offer outstanding which might affect them; and • be entitled to make the First Offer(s) and Second Offer(s) conditional upon other outstanding Offers not having been or being accepted; and • be entitled to vary the terms of either Offer if the other Offer is accepted first on the same procedures as those set out in Paragraphs 6.9.2.2 to 6.9.2.4 or 2.14.2 to 2.14.4 inclusive as the case may be.
6.13.3		The Company shall promptly notify all Users that the New CUSC Party has become a CUSC Party .
6.15.2		Without prejudice to the other provisions of this Paragraph 6.15 The Company shall procure that any additional copies made of the Protected Information whether in hard copy or computerised form, will clearly identify the Protected Information as protected.

Clause	Cat	Obligation
6.22.3		Notwithstanding any other provisions of the CUSC , the CUSC Parties may (pursuant to section 8), amend the CUSC without recourse to the consent of a third party and accordingly, section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply, save that, where and to the extent that any amendment to the CUSC would have an impact on the rights of third parties conferred under Paragraph 6.22.1, then The Company shall bring such impact to the attention of CUSC Parties and third persons to the extent that such impact is not already brought to their attention in an Amendment Proposal by the Proposer .
6.30.1.2		The Company shall as soon as practicable after receipt of [a user's notice to decrease its Transmission Entry Capacity] issue a revised Appendix C for the purposes of the relevant Bilateral Agreement reflecting the decrease in the Transmission Entry Capacity .
6.30.3.1		The Company shall establish and maintain a TEC Register published on The Company Website recording the details set out in 6.30.3.2.
6.30.3.4		Subject to the payment of the fee as outlined in the Charging Methodology Statements , The Company shall, after receipt of an Exchange Rate Request calculate the Exchange Rate as soon as practicable but in any event not more than 3 months after such request is received.
6.30.3.5		In the event that the parties which to proceed with a TEC Trade on the basis of the Exchange Rate then the User shall notify The Company and effective from the following 1 April, The Company shall revise the Bilateral Agreements (as appropriate) provided.
6.31.3.2		The Company will assess STTEC Requests and whether or not to grant STTEC Requests at its absolute discretion.
6.31.3.3		The Company will start assessing a STTEC Request no later than the relevant date specified in Paragraph 6.31.6.5.
6.31.3.4		If The Company has received more than one STTEC Request for a STTEC Period with the same start date, The Company will: (i) assess any Requests for a STTEC Authorisation before assessing any Applications for a STTEC Offer ; (ii) assess Requests for a STTEC Authorisation on a first come first served basis such that the Request for a STTEC Authorisation received earliest in time by The Company (as recorded by The Company) will be assessed first and then the Request for a STTEC Authorisation received next in time after that, and so on; (iii) assess Applications for a STTEC Offer on a first come first served basis such that the Application for a STTEC Offer received earliest in time by The Company (as recorded by The Company) will be assessed first and then the Application for a STTEC Offer received next in time after that, and so on
6.31.4.6		The Company shall notify a User who has made a STTEC Request by no later than the relevant date referred to at Paragraph 6.31.6.6, whether or not The Company grants the User's STTEC Request .
6.34.4.4		The Company shall no later than seven days and one Business Day before the start date for the Temporary TEC Exchange Period , by 17:00 on a Business Day either make an Temporary TEC Exchange Rate Offer in response to the Temporary TEC Exchange Rate Request or notify the Joint Temporary TEC Exchange Users that it does not intend to grant a Temporary TEC Exchange Rate Request .
6.34.7.6		The Company shall publish such Temporary TEC Exchange Notification of Interest Form on its TEC Register within 10 Business Days of its receipt.
6.35.1		The Company shall establish and maintain the Embedded Generator MW Register published on The Company Website recording the details set out in 6.34.2.
6.35.3		The Company shall record the details of any new BELLA's or any changes to existing BELLA's on the Embedded Generator MW Register within 5 Business Days of such agreements being entered into by The Company .
6.35.4		The Company shall record the details provided by the Authorised Electricity Operator in respect of a Relevant Embedded Medium Power Station or a Relevant Embedded Small Power Station or any changes on the Embedded Generator MW Register within 5 Business Days of the relevant agreements being entered into relating to such Relevant Embedded Medium Power Station or Relevant Embedded Small Power Station between the Authorised Electricity Operator and The Company .
7.3.5		If the determination of the Charging Dispute is that there has been an over or under payment of a Connection Charge and/or Use of System Charge , The

Clause	Cat	Obligation
		Company shall, subject to what the determination may state, pay to the relevant User , or the User shall pay to The Company , as the case may be, an amount equal to the over or under payment, together with interest thereon from the date the charges were paid until the date of payment of such interest...
8.2.1.1		The Company shall establish and maintain the Amendments Panel , which shall be the standing body to carry out the functions referred to in Paragraph 8.2.3.
8.2.3.3		The Company shall be responsible for implementing or supervising the implementation of Approved Amendments in accordance with the provisions of the CUSC which shall reflect the production of the revised CUSC and any amendments to The Company's systems and processes necessary for the implementation of the Approved Amendment .
8.2.3.4		Subject to notifying Users , The Company will, with the Authority's approval, apply to the Authority for a revision or revisions to the Implement Date where The Company becomes aware of any circumstances which is likely to mean that the Implementation Date is unachievable, which shall include as a result of a Legal Challenge , at any point following the approval of the Amendment Proposal .
8.2.3.5		In the event that the Authority's decision to approve or not to approve an Amendment Proposal is subject of Legal Challenge (and the party raising such Legal Challenge has received from the relevant authority the necessary permission to proceed) then The Company will, with the Authority's approval, apply to the Authority for a revision or revisions to the Proposed Implementation Date in the Amendment Report in respect of such Amendment Proposal as necessary such that if such Amendment Proposal were to be approved following such Legal Challenge the Proposed Implementation Date would be achievable.
8.2.3.6		Prior to making any request to the Authority for any revision pursuant to Paragraphs 8.2.3.4 (where it is necessary as a result of a Legal Challenge) or 8.2.3.5 The Company shall consult on the revision with CUSC Parties and such other person who may properly be considered to have an appropriate interest in it in accordance with Paragraphs 8.19.2 and 8.19.5.
8.12.1		The Company shall establish and maintain a register (" Amendment Register ") which shall record the matters set out in Paragraph 8.12.3.
8.13.1		The Company shall prepare and submit to the Authority each month (or such less often period if there is no material matter arising to report) a progress report (" Progress Report ") setting out the matters referred to in Paragraph 8.13.2 in respect of the preceding month and send a copy of the Progress Report to each Panel Member .
8.14.1		The Company shall establish (and, where appropriate, revise from time to time) joint working arrangements for change coordination with each Core Industry Document Owner and with the STC committee to facilitate the identification, co-ordination, making and implementation of change to Core Industry Documents and the STC consequent on an Amendment in a full and timely manner.
8.16.4 (c)		The Company shall establish the part of the timetable for the consultation to be undertaken by The Company under this Section 8 and separately the preparation of an Amendment Report to the Authority .
8.17.4		The Company shall in consultation with the Amendments Panel appoint the chairman of the Working Group who shall act impartially and as an independent chairman.
8.18.3		The Company shall in consultation with the Amendments Panel appoint the chairman of each Standing Group who shall act impartially and as an independent chairman.
8.19.1		After consideration of any Working Group report on the Amendment Proposal and if applicable any Working Group Alternative Amendment by the Amendments Panel and a determination by the Amendments Panel to proceed to wider consultation by The Company , The Company shall consult on the Amendment Proposal and if applicable any Working Group Alternative Amendment ...
8.19.4		Where The Company is proposing to recommend to the Authority that a Proposed Amendment or Working Group Alternative Amendment should not be made, The Company shall consult with the Authority as to whether the Authority would like the Amendment Report to include the proposed text to amend the CUSC ...
8.19.6		If a CUSC Party proposes a Consultation Alternative Amendment The Company shall as soon as practicable consult on the basis of Paragraph 8.19.2

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		with the parties identified in Paragraph 8.19.1 as to whether this Consultation Alternative Amendment better facilitates achievement of the CUSC Objective than the Proposed Amendment and any Working Group Alternative Amendment...
8.20.1		Subject to The Company's consultation having been completed, The Company shall prepare and submit to the Authority a report (the " Amendment Report ") in accordance with this Paragraph 8.20 for each Amendments Proposal which is not withdrawn.
8.20.7		In accordance with the Transmission Licence , the Authority may approve the Proposed Amendment or an Alternative Amendment contained in the Amendment Report (which shall then be an " Approved Amendment " until implemented). If the Authority believes that neither the Proposed Amendment (nor any Alternative Amendment) would not better facilitate achievement of the Applicable CUSC Objectives , then there will be no approval. In such a case, The Company will notify CUSC Parties and will raise the issue at the next Amendments Panel meeting.
8.20.8		The Company shall copy (by electronic mail to those persons who have supplied relevant details to The Company) the Amendment Report to: (i) each CUSC Party ; (ii) each Panel Member ; and (iii) any person who may request a copy, and shall place a copy on The Company Website .
8.21.2.2		The Company will as soon as practicable after the said Amendments Panel publish the Housekeeping Amendment (including the proposed text to amend the CUSC) on The Company Website for a minimum of ten Business Days...
8.23.1		The Company shall forthwith notify (by publication on The Company Website and, where relevant details are supplied by electronic mail): (a) each CUSC Party ; (b) each Panel Member ; (c) the Authority ; (d) each Core Industry Document Owner , (e) the secretary of the STC committee; of [an amendment to the CUSC being approved by the Authority] and the effective date of the change.
8A.1.1.4		The Company shall administer each election of Users' Panel Members and Alternate Members pursuant to this Annex 8A.
8A.1.2.1		The Company shall not later than 1st July in the election year prepare and circulate to all Users (by publication on The Company Website and, where relevant details are supplied, by electronic mail), with a copy to the Authority , an invitation to nominate candidates who must be willing to be either a User Panel Member or an Alternate Member and a timetable for the election (the " Election Timetable ")...
8A.2.2.1		The Company shall draw up a list of the nominated candidates and circulate the list to all Users by the date specified in the Election Timetable .
8A.3.2.4		The Company shall determine which candidates are elected and announce (to the Authority and all Users) the results of the election in accordance with the election timetable.
8A.3.2.5		The Company shall not disclose the Preference Votes cast by Users or received by candidates...
8A.3.6.1 (c)		in the event of a tie between two or more candidates within Paragraph (b), The Company shall select the candidate(s) (among those tied) to be elected by drawing lots.
8A.4.4.5		The timetable for the Alternate Election Process shall be expedited and The Company shall prepare a timetable accordingly.
Section 9		Interconnectors (assumed out of scope of Offshore project)
Section 10		Not Used
Section 11		Definitions – no NGET obligations
Section 12		BETTA Transitional Issues – again assumed out of scope of Offshore project
Exhibit A		CUSC Accession Agreement – no NGET Obligations
Exhibit B Note 4		The Company shall charge the Applicant , and the Applicant shall pay to The Company , The Company's Engineering charges in relation to the Application. A fee will be charged by The Company in accordance with the Charging

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		Statements. No application will be considered until such payment has been received.
Exhibit B Note 5		The effective date upon which the application is made shall be the later of the date when The Company has received the advance application fee pursuant to Paragraph 4 above or the date when The Company is reasonably satisfied that the Applicant has completed Sections 1-4. The Company shall notify the Applicant of such date.
Exhibit B Note 6		The Company will make the Offer in accordance with the terms of Paragraphs 2.13, 6.9 (Modifications) and Paragraph 6.10 (New Connection Sites) of the CUSC and the Transmission Licence .
Exhibit B Note 7		The Company will make the Offer as soon as is reasonably practicable and, in any event, within 3 months of the effective date of the application or such later period as the Authority may agree.
Exhibit C Note 3		It is a condition of this Offer that the Connection Site is not a nominated site under the "NAECI" (the National Agreement for the Engineering Construction Industry) conditions and will not become one and any agreement for this site will be conditional upon this. In the event that this condition should not be met, The Company will be entitled to revise all the dates and charges contained in the Bilateral Connection Agreement and Construction Agreement .
Exhibit C Note 6		Please note the provisions of Paragraph 6.10.4 of the CUSC in respect of interactive offers which, inter alia, allows The Company to vary the terms of this Offer if a Connection or Modification Offer , which interacts with this Offer , is accepted first. In terms of Paragraph 6.10.4 of the CUSC , The Company will advise you of another offer being made by The Company , which may interact with your Offer .
Exhibit D		Use of System Application – Obligations as in Exhibit B
Exhibit E Note 5		Please note the provisions of Paragraph 6.10.4 of the CUSC in respect of interactive offers which, inter alia, allows The Company to vary the terms of this Offer if a Connection or Modification Offer , which interacts with this Offer , is accepted first. In terms of Paragraph 6.10.4 of the CUSC , The Company will advise you of another offer being made by The Company , which may interact with your Offer .
Exhibit F Note 4		The effective date upon which the application is made shall be the date when The Company is reasonably satisfied that the Applicant has completed Sections A-B. The Company shall notify the Applicant of such date.
Exhibit F Note 5		The Company will make the Offer in accordance with the terms of Paragraph 3.7 OR 9.2.1 (Use of System Application) of the CUSC and the Transmission Licence .
Exhibit F Note 6		The Company will make the Offer as soon as is reasonably practicable and in any event within 28 days of the effective date of the application or such longer period as the Authority agrees to.
Exhibit G		Use of System Supply Offer and Confirmation Notice – No NGET Obligations
Exhibit H		USE OF SYSTEM INTERCONNECTOR OFFER AND CONFIRMATION NOTICE – No NGET Obligations
Exhibit I Note 4		The Company shall charge the Applicant and the Applicant shall pay to The Company The Company's Engineering Charges in relation to the application. A fee will be charged by The Company in accordance with the Transmission Licence Charging Statements . No application will be considered until such fee has been received. If The Company does not make an Offer to the Applicant in accordance with the Transmission Licence otherwise than by reason of withdrawal of the application by the Applicant , The Company will return the charges to the Applicant .
Exhibit I Note 5		The effective date upon which the application is made shall be the later of the date when The Company has received the application fee under Paragraph 4 above and the date when The Company is reasonably satisfied that the Applicant has completed Sections A-D. The Company shall notify the Applicant of such date.
Exhibit I Note 7		The Company will make an Offer as soon as is reasonably practicable and, in any event, within three (3) months of the effective date of the application or such later period as the Authority may agree. The Offer may, where it is necessary to carry out additional extensive system studies to evaluate more fully the impact of the proposed development, indicate the areas that require more detailed analysis. Before such additional studies are required, the Applicant shall indicate whether it wishes The Company to undertake the work necessary to proceed to make a revised Offer within the three (3) month period or, where relevant, the timescale consented to by the Authority . To enable The Company to carry out any of the

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		above mentioned necessary detailed system studies the Applicant may, at the request of The Company , be required to provide some or all of the Detailed Planning Data listed in Part 2 of the Appendix to the Planning Code which is part of the Grid Code
Exhibit I Note 8		In the course of processing your application, it may be necessary for The Company to consult the appropriate Public Distribution System Operator(s) on matters of technical compatibility of the GB Transmission System with their Distribution System(s) or to consult the Relevant Transmission Licensees to establish the works required on the GB Transmission System . On grounds of commercial confidentiality, The Company shall need your authorisation to the release to the Public Distribution System Operator(s) or Relevant Transmission Licensees of certain information contained in your application. Any costs incurred by The Company in consulting the Public Distribution System Operator(s) or Relevant Transmission Licensees would be included in The Company charges for the Modification Application . If it is found by the Public Distribution System Operator(s) that any work is required on their Distribution System(s) , then it will be for the Public Distribution System Operator(s) and the Applicant to reach agreement in accordance with Paragraph 6.10.3 of the CUSC .
Exhibit I Note 9		In accordance with Paragraph 6.30.3 of CUSC , The Company will need to disclose details of any agreement to vary Bilateral Agreements and shall need authorisation from the Applicant in respect of this.
Exhibit J Note 4		[It is a condition of this offer that the Connection Site is not a nominated site under the "NAECI" (the National Agreement for the Engineering Construction Industry) conditions and will not become one and any agreement for this site will be conditional upon this. In the event that the condition should not be met, The Company will be entitled to revise all the dates and charges contained in the Bilateral Connection Agreement [and Construction Agreement].]
Exhibit J Note 7		Please note the provisions of Paragraph 6.10.4 of the CUSC in respect of interactive offers which, inter alia, allows The Company to vary the terms of this offer if a Connection or Modification Offer which interacts with this offer is accepted first. In terms of Paragraph 6.10.4 of the CUSC The Company will advise you of another offer being made by The Company which may interact with your offer.
Exhibit J Note 8		To accept this offer, please sign and return the [Construction Agreement] [Bilateral Construction Agreement] and [Bilateral Embedded Generation Agreement] attached to this offer as Section A and Section B. The Company will then itself countersign these agreements and one original of each will be returned to you for your retention. The agreements are only effective in accordance with their terms once they have been executed by The Company .
Exhibit K		Modification Notice – No NGET Obligations
Exhibit L		BI-ANNUAL ESTIMATE FOR BILATERAL AGREEMENT – No NGET Obligations
Exhibit M		SECURED AMOUNT STATEMENT – No NGET Obligations
Exhibit N		NOTICE OF DRAWING – No NGET Obligations
Exhibit O Part 1A		<p>3.4 The Company shall, if considering moving, replacing, or altering any of The Company Assets, give due consideration as to whether it shall be operationally practicable, desirable and reasonably economic to move such The Company Assets to (or place the replacement or altered The Company Assets on) its own property.</p> <p>5.1.2 The Company shall within one month of receipt of any such notice (or such longer period as shall be reasonably necessary) serve a counter notice stating:-</p> <ul style="list-style-type: none"> (a) whether or not in its reasonable opinion such Relocation Proposal is acceptable to it; (b) if the Relocation Proposal is not acceptable to The Company, the grounds for such opinion and the terms of any alternative proposal (the "Alternative Relocation Proposal") covering so far as relevant the matters referred to in items (a) - (d) of clause 5.1.1 which would be acceptable to The Company; and (c) in respect of the Relocation Proposal (if accepted) or of any Alternative Relocation Proposal, the costs likely to be incurred in connection with considering the Relocation Proposal or the Alternative Relocation Proposal and effecting the said relocation of The Company Assets and the proper and reasonable costs of relocating any other equipment that may be necessary as a result of the relocation of those The Company Assets and any consequential losses including payments to

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		<p>third parties incurred as a result of the relocation of those The Company Assets and the proposed manner and timing of payment of the same by User.</p> <p>6.1 In the event that there shall cease to be any Bilateral Agreement relating to any The Company Assets on User's Land The Company shall remove all The Company Assets from User's Land in accordance with the provisions relating thereto contained in the Bilateral Agreement.</p> <p>6.2 Where The Company is obliged to remove any of The Company Assets from User's Land, whether under this Clause 6, and fails to do so in accordance with the relevant provisions, (whether they be contained in this Clause 6, Clause 3 or Clause 5) User shall be entitled to remove those The Company Assets to land belonging to The Company and The Company shall provide all reasonable assistance to enable User safely so to do and shall pay and reimburse to User all costs and expenses reasonably incurred by User in so doing.</p> <p>7.3 The Company shall procure that all reasonable arrangements and provisions are made and/or revised from time to time, as and when necessary or desirable, to facilitate the safe exercise by it of any Right of Access with the minimum of disruption, disturbance or inconvenience to User...</p> <p>7.4 The Company shall procure that any such arrangements and/or provisions (or directions or regulations issued by User pursuant thereto) made from time to time between the Parties shall be observed and performed by it and all persons authorised by it to exercise any Right of Access.</p> <p>7.4.1 The Company shall procure that all reasonable steps are taken in the exercise of any Right of Access to:</p> <ul style="list-style-type: none"> (a) avoid or minimise damage to User's Land, or any other property thereon or therein; (b) cause as little disturbance and inconvenience as possible to User or other occupier of User's Land. <p>And shall promptly make good any damage caused to User's Land and/or such other property in the course of the exercise of such rights and shall indemnify User against all actions, claims, proceedings, losses, costs and demands arising out of such exercise.</p> <p>8.2 Subject as hereinafter provided, in relation to each of the Services, User shall, if required by The Company, provide the same to The Company. Such provision shall be of such a quality and quantity and shall be provided at such times as The Company shall reasonably request.</p> <p>12.6 Without prejudice to other provisions of this clause 12 The Company shall procure that any additional copies of the Protected Information, whether in hard copy or computerised form, will clearly identify the Protected Information as protected.</p>
<p>Exhibit O Part 1B</p>		<p>THE CONNECTION AND USE OF SYSTEM CODE INTERFACE AGREEMENTS PART I B - RELEVANT TRANSMISSION LICENSEE ASSETS ON USER LAND IN SCOTLAND</p> <p>No NGET Obligations</p>
<p>Exhibit O Part 2A</p>		<p>2.1 Subject to sub-clause 5.1, The Company hereby grants to User the right to install and thereafter retain and replace as provided in this Agreement User Assets on The Company's Land in such places as are currently proposed (subject to such variations between the date hereof and the actual date of installation as may be agreed to by The Company) and such right shall extend to any Modified User Assets. The Company shall maintain any shelter and/or support enjoyed by any User Assets at the date of this Agreement or, if later, when relocated on The Company's Land in accordance with clause 5 and grants to User a Right of Access for the purpose of the maintenance, inspection, testing, removal, operation, modification or repair of any of User Assets.</p> <p>5.1.1 The Company shall serve a written notice on User, which notice shall specify:-</p> <ul style="list-style-type: none"> (a) the User Assets which The Company wishes to be relocated; (b) the reasons for such wish; (c) the proposed new location for such User Assets; and (d) the timing of the carrying out of such relocation. <p>5.3 The Company shall render all reasonable assistance to User in connection with such relocation licences and consents and pay to User all costs referred to in item (c) of clause 5.1.2 as agreed or settled pursuant to clause 5.1 provided that all reasonable endeavours are used to minimise</p>

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		<p>such costs and in the event that a Relocation Proposal is withdrawn or consent thereto is reasonably withheld pursuant to clause 5.1, The Company shall pay to User all costs reasonably incurred by User in connection with considering the Relocation Proposal and any counter notice.</p> <p>6.2 Where User is obliged to remove any User Assets from The Company's Land, under this Clause 6, and fails to do so in accordance with the relevant provisions, (whether they be contained in this clause 6, clause 3 or clause 5) The Company shall be entitled to remove those User Assets to land belonging to User and User shall provide all reasonable assistance to enable The Company safely so to do and shall pay and reimburse to The Company all costs and expenses reasonably incurred by The Company in so doing.</p> <p>7.5.2 a Right of Access for the purpose of maintenance, testing or repair of HV apparatus shall only be exercisable on the giving of at least seven days prior written notice to The Company except in the case of loss of generation or other emergency (in which event The Company shall render all possible assistance in procuring that the Right of Access shall be exercisable as soon as possible)</p> <p>8.1 Subject as hereinafter provided, in relation to each Facility Asset, The Company shall, if required by User, make the Facility Asset in question available for use by User to such extent as is necessary for the purposes of User's undertaking but not so as to prejudice the use now or hereafter of such Facility Asset by The Company for its undertaking.</p> <p>8.2 Subject as hereinafter provided, in relation to each Services, The Company shall, if required by User, provide the same to User. Such provision shall be of such a quality and quantity and shall be provided at such times as User shall reasonably request. The Company shall not be required to exceed the level of quality or quantity of the Services as are anticipated by the Parties at the date of this Agreement, unless specifically agreed otherwise between the Parties.</p> <p>8.5 The provision of use of the Facility Assets listed in Schedule 4, Part Two and the supply of the Services listed in Schedule 5, Part Two shall continue until terminated by not less than six months notice in writing by either Party. The Company shall maintain the Facility Asset in accordance with Good Industry Practice.</p> <p>12.6 Without prejudice to other provisions of this clause 12 The Company shall procure that any additional copies of the Protected Information, whether in hard copy or computerised form, will clearly identify the Protected Information as protected.</p> <p>13.3 If The Company desires to mortgage or charge The Company's Land or its interest therein on which any User Assets are located or to enter into any arrangement which, if made, might affect the rights of User expressly granted herein, then The Company shall ensure that User Assets are not and will not be subject to the rights granted therein and are not and will not be affected by the mortgage, legal charge or other agreement or arrangement, and shall give prior written notification thereof to the User.</p> <p>13.4 In the event that The Company shall wish to grant rights over or dispose of any interest in or change the use of The Company's Land The Company shall notify User of such wish and fully consult User in respect thereof and shall not grant such rights or make such disposal or change of use save on terms securing to the reasonable satisfaction of that other the Rights of Access granted in respect of The Company's Land.</p> <p>24.2 Where any of The Company's Land is not so registered or subject to compulsory registration, The Company shall procure within six months of the date hereof that memoranda of this Agreement are endorsed on or otherwise securely attached to the most recent conveyance (in the case of a freehold interest) or the lease under or pursuant to which they hold such land.</p>
Exhibit O Part 2B		THE CONNECTION AND USE OF SYSTEM CODE INTERFACE AGREEMENTS PART II B- USER ASSETS ON RTL LAND No NGET Obligations
Exhibit P Note 2		Where The Company considers that any information provided by the User is incomplete or unclear then The Company will reject the STTEC Request .
Exhibit P		The Company shall charge the User , and the User shall pay to The Company

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Note 4		the non-refundable STTEC Request Fee . The fee will be charged by The Company in accordance with the Charging Statements . No STTEC Request will be considered until such payment has been received.
Exhibit P Note 5		The Company will consider the STTEC Request in accordance with the terms of Paragraph 6.31 of the CUSC.
Exhibit Q Note 5		The Company shall charge the Applicant , and the Applicant shall pay to The Company , The Company's Engineering Charges in relation to the application. An advance will be charged by The Company in accordance with the Charging Statements . No application will be considered until such advance has been paid. The balance of The Company Engineering Charges shall be notified and invoiced by The Company to the Applicant together with a breakdown of such charges and the Applicant shall pay the same within 28 days of the date of The Company's invoice. In the event that the advance and any other payments exceed the appropriate The Company Engineering Charges the excess shall be repaid forthwith to the Applicant . If The Company does not make an Offer to the Applicant in accordance with Paragraph 1.5 of the CUSC otherwise than by reason of withdrawal of the application by the Applicant , The Company will return the charges to the Applicant .
Exhibit Q Note 6		The effective date upon which the application is made shall be the later of the date when The Company has received the application fee under Paragraph 5 above, the date when The Company is reasonably satisfied that the Applicant has completed Sections A-C, and the date when the Public Distribution System Operator(s) to whom the Applicant is connecting makes an effective Modification Application to The Company . The Company shall notify the Applicant of such date.
Exhibit Q Note 7		The Company will make the Offer, in accordance with the terms of Paragraph 1.5 of the CUSC
Exhibit Q Note 8		The Company will make the Offer as soon as is reasonably practicable and in any event within 3 months of the effective date of the application or such longer period as the Authority agrees to...
Exhibit Q Note 9		In the course of processing your application, it may be necessary for The Company to consult the appropriate Public Distribution System Operator(s) on matters of technical compatibility of the GB Transmission System with their Distribution Systems or to consult the Relevant Transmission Licensees to establish the works required on the GB Transmission System . The Company shall need your authorisation to the release to the Public Distribution System Operator(s) or the Relevant Transmission Licensees of certain information contained in your application. If it is found by the Public Distribution System Operator(s) that any work is required on their Distribution Systems then it will be for the Public Distribution System Operator(s) and the Applicant to reach agreement in accordance with Paragraph 6.10.3 of the CUSC .
Exhibit Q Note 11		In particular please note that The Company will require as a condition of Offer that the Applicant's Plant or Apparatus should meet or provide the relevant technical requirements set out in the appendices of the BELLA to the Offer .
Exhibit R Note 5		Please note the provisions of Paragraph 6.10.4 of the CUSC in respect of interactive offers which, inter alia, allows The Company to vary the terms of this Offer if a Connection or Modification Offer , which interacts with this Offer , is accepted first. In terms of Paragraph 6.10.4 of the CUSC , The Company will advise you of another offer being made by The Company , which may interact with your Offer .
Exhibit S Note 4		NGC shall charge the User , and the User shall pay to NGC the non-refundable LDTEC Request Fee . The fee will be charged by NGC in accordance with the Charging Statements . No LDTEC Request will be considered until such payment has been received.
Exhibit S Note 5		NGC will consider the LDTEC Request in accordance with the terms of Paragraph 6.31 of the CUSC.
Exhibit T		LDTEC AVAILABILITY NOTIFICATION – No NGET Obligations
Exhibit U Note 5		The Company shall charge the User submitting this Request for a Statement of Works , and the User submitting this Request for a Statement of Works shall pay to The Company , The Company's Engineering Charges in relation to the assessment. An advance will be charged by The Company in accordance with the Charging Statements . No Request for a Statement of Works will be considered until such advance has been paid. The balance of The Company Engineering Charges shall be notified and invoiced by The Company to the User submitting this Request for a Statement of Works together with a breakdown of such

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		charges and the User submitting this Request for a Statement of Works shall pay the same within 28 days of the date of The Company's invoice. In the event that the advance and any other payments exceed the appropriate The Company Engineering Charges the excess shall be repaid forthwith to the User submitting this Request for a Statement of Works .
Exhibit U Note 6		The effective date upon which the application is made shall be the later of the date when The Company has received the advance application fee pursuant to Paragraph 5 above or the date when The Company is reasonably satisfied that the User submitting this Request for a Statement of Works has completed Sections A-D. The Company shall notify the User submitting this Request for a Statement of Works of such date.
Exhibit U Note 7		The Company will assess the Request for the Statement of Works in accordance with the terms of Paragraph 6.5.5 (Statement of Works) and (where applicable) Paragraph 6.9 (Modifications) and Paragraph 6.10 (Modifications and New Connection Sites) of the CUSC and the Transmission Licence .
Exhibit U Note 8		The Company will assess the Request for a Statement of Works as soon as is reasonably practicable and, in any event, will respond to the User with a Statement of Works in accordance with Paragraph 6.5.5.3 within 28 days of the effective date of the application or such later period as the Authority agrees to.
Exhibit U Note 9		In the course of processing your Request for a Statement of Works , it may be necessary for The Company to consult the appropriate Distribution System Operator(s) on matters of technical compatibility of the GB Transmission System with their Distribution System(s) or to consult the Relevant Transmission Licensees to establish the works required on the GB Transmission System . On grounds of commercial confidentiality The Company shall need your authorisation to the release to the Distribution System Operator(s) or the Relevant Transmission Licensees of certain information contained in your application. Any costs incurred by The Company in consulting the Distribution System Operator(s) or Relevant Transmission Licensees would be included in the The Company Charges for the application. If it is found by the Distribution System Operator(s) that any work is required on their Distribution System(s) , then it will be for the Distribution System Operator(s) and the User submitting this Request for a Statement of Works to reach agreement in accordance with Paragraph 6.10.3 of the CUSC .
Exhibit V		Statement of Works – No NGET Obligations
Exhibit W Note 4		The Company shall charge the Joint TEC Exchange Users , and the Joint TEC Exchange Users shall pay to The Company the Temporary TEC Exchange Rate Request Fee . The fee will be charged by The Company in accordance with the Charging Statements . No Temporary TEC Exchange Rate Request will be considered until such payment has been received.
Exhibit W Note 5		The Company will consider the Temporary TEC Exchange Rate Request in accordance with the terms of Paragraph 6.34 of the CUSC .
Exhibit X		The Company will use the information provided in this form to enable it to publish information about the potential willingness of User's to enter into a Temporary TEC Exchange Rate Request .
Schedule 1		List of CUSC Parties - No NGET obligations
Schedule 2 Exhibit 1		<p>Bilateral Connection Agreement</p> <p>7.2 Appendix C Part 3 will set out the BM Unit Identifiers of the BM Units registered at the Connection Site under the Balancing and Settlement Code. The User will provide The Company with the information needed to complete details of these BM Unit Identifiers as soon as practicable after the date hereof and thereafter in association with any request to modify the Transmission Entry Capacity and The Company shall prepare and issue a revised Appendix C incorporating this information. The User shall notify The Company prior to any alteration in the BM Unit Identifiers and The Company shall prepared and issue a revised Appendix C incorporating this information.</p> <p>7.3 The Company shall monitor the Users compliance with its obligation relating to Transmission Entry Capacity against the sum of metered volumes of the BM Units set out in Part 3 of Appendix C submitted by the User for each Settlement Period.</p>
Schedule 2 Exhibit 2		<p>Bilateral Embedded Generation Agreement</p> <p>7.2 Appendix C Part 3 will set out the BM Unit Identifiers of the BM Units registered at the Connection Site under the Balancing and Settlement</p>

Clause	Cat	Obligation
		<p>Code. The User will provide The Company will the information needed to complete details of these BM Unit Identifiers as soon as practicable after the date hereof and thereafter in association with any request to modify the Transmission Entry Capacity and The Company shall prepare and issue a revised Appendix C incorporating this information. The User shall notify The Company prior to any alteration in the BM Unit Identifiers and The Company shall prepare and issue a revised Appendix C incorporating this information.</p> <p>7.3 The Company shall monitor the Users compliance with its obligation relating to Transmission Entry Capacity against the sum of metered volumes of the BM Units set out in Part 3 of Appendix C and submitted by the User for each Settlement Period.</p>
Schedule 2 Exhibit 3		<p>Construction Agreement</p> <p>2.2 Subject to Clauses 2.3 and 2.4 of this Construction Agreement forthwith following the date of this Construction Agreement The Company shall use its best endeavours to obtain in relation to the Construction Works, and the User shall use its best endeavours to obtain in relation to the User's Works, all Consents. Each shall give advice and assistance to the other to the extent reasonably required by the other in the furtherance of these obligations. Further, each party shall, so far as it is legally able to do so, grant to, in relation to Connection Sites in England and Wales, the other, or in relation to Connection Sites in Scotland, the Relevant Transmission Licensee, all such wayleaves, easements, servitude rights, rights over or interests (but not estates as regards land in England and Wales and not heritable or leasehold interests as regards land in Scotland) in land or any other consents reasonably required by the other or the Relevant Transmission Licensee in order to enable the Works to be expeditiously completed and to enable that other to carry out its obligations to the other under this Construction Agreement and in all cases subject to such terms and conditions as are reasonable.</p> <p>2.3.2 In the event of:-</p> <ul style="list-style-type: none"> (a) the Consents not being obtained by the required date; or (b) the Consents being subject to conditions which affect the dates; or (c) The Company wishing to amend the Construction Works to facilitate the granting of the Consents, <p>The Company shall be entitled to revise the Construction Works (and as a consequence Appendix A to the Bilateral Connection Agreement) and all dates specified in this Construction Agreement and the charges specified in Appendix B to the Bilateral Connection Agreement. For the avoidance of doubt such revisions shall be at The Company 's absolute discretion and the consent of the User is not required.</p> <p>2.3.3 The User shall be regularly updated by The Company in writing or by such other means as the parties may agree as to progress made by The Company from time to time in the obtaining of relevant Consents pursuant to its obligations under Clause 2.2 or 2.3 of this Construction Agreement.</p> <p>2.4.1 ...The Company shall keep the User informed of the level of all [The Company's Engineering Charges accrued and proper and reasonable out-of-pocket expenses incurred and/or paid or which The Company is legally bound to incur or pay]...</p> <p>2.5 ...the User shall have the right to terminate this Construction Agreement upon giving not less than 7 (seven) days notice in writing to The Company... on termination where applicable The Company shall disconnect the User's Equipment at the Connection Site and:...</p> <ul style="list-style-type: none"> (b) in the case of Connection Sites in England and Wales, The Company shall remove and, in the case of Connection Sites in Scotland, The Company shall procure that the Relevant Transmission Licensee removes, any of the Transmission Connection Assets on the User's land within 6 months of the date of termination or such longer period as may be agreed between The Company or the Relevant Transmission Licensee (as appropriate) and the User. <p>2.6 If the User fails to obtain all Consents for the User's Works having complied with the obligations in Clause 2.2 of this Construction Agreement the obligation on the User to complete the User's Works shall cease and the User may by written notice to The Company terminate this</p>

Clause	Cat	Obligation
		<p>Construction Agreement whereupon the User shall in addition to the sums for which it is liable under Clause 2.4 hereof be liable to pay to The Company a sum equal to The Company's estimate or if applicable revised estimate of Final Sums. The User shall pay such sums within 14 (fourteen) days of the date of The Company's invoice(s) therefor and (where applicable) on termination The Company shall disconnect the User's Equipment at the Connection Site and;...</p> <p>(b) in the case of Connection Sites in England and Wales, The Company shall remove and, in the case of Connection Sites in Scotland, The Company shall procure that the Relevant Transmission Licensee removes, any of the Transmission Connection Assets on the User's land within 6 months of the date of termination or such longer period as may be agreed between The Company or the Relevant Transmission Licensee (as appropriate) and the User.</p> <p>2.7 Both parties shall be entitled to contract or sub-contract for the carrying out of their respective parts of the Works (which in the case of The Company shall include work carried out by a Relevant Transmission Licensee or its contractors or sub-contractors).</p> <p>2.9 During the period of and at the times and otherwise as provided in the Construction Programme and the Commissioning Programme The Company shall allow the User, its employees, agents, suppliers, contractors and sub-contractors necessary access to the Construction Site and the User shall allow The Company or, in the case of Connection Sites in Scotland, the Relevant Transmission Licensee and in either case their employees, agents, suppliers, contractors and sub-contractors necessary access to its site to enable each to carry out the Transmission Connection Asset Works and One Off Works or User's Works but not so as to disrupt or delay the construction and completion of the other's Works on the said sites or the operation of the other's Plant and Apparatus located thereon, such access to be in accordance with any reasonable regulations relating thereto made by the site owner or occupier.</p> <p>2.10 Not later than six months prior to the Commissioning Programme Commencement Date The Company shall provide the User with a draft Commissioning Programme for the Commissioning of the Transmission Connection Assets, and the User's Equipment.</p> <p>2.11 If at any time prior to the Completion Date it is necessary for The Company or The Company in its reasonable discretion wishes to make any addition to or omission from or amendment to the Transmission Connection Asset Works and/or Transmission Reinforcement Works and/or the One Off Works and/or the Third Party Works The Company shall notify the User in writing of such addition, omission or amendment and Appendices [B1 (One Off Works), G (Transmission Connection Asset Works) H (Transmission Reinforcement Works) and N (Third Party Works)] to this Construction Agreement and consequently Appendices [A (Transmission Connection Assets) and B (Connection Charges and One Off Charges)] to the associated Bilateral Connection Agreement shall be automatically amended to reflect the change.</p> <p>2.12 The User shall apply to the Secretary of State for Trade and Industry as part of its application under Section 36 of the Act for its generating station, for deemed planning permission in relation to the substation forming part of the Transmission Connection Asset Works...The Company shall provide the User with all information reasonably required by it in relation to the application and the User shall ensure that all requirements of The Company are incorporated in the application for deemed planning consent.</p> <p>2.14 It is hereby agreed and declared for the purposes of the Construction (Design and Management) Regulations 1994 that the User is the only client in respect of the User's Works and The Company is the only client in respect of the Construction Works and each of the User and The Company shall accordingly discharge all the duties of clients under the said Regulations.</p> <p>4.8 In the event that the User shall have failed, in circumstances not entitling it to the fixing of a new date as the Commissioning Programme Commencement Date pursuant to Clause 3.2, to complete the User's Works by [] to a stage where the User is ready to commence the</p>

Clause	Cat	Obligation
		<p>Commissioning Programme, The Company shall have the right to terminate this Construction Agreement upon giving notice in writing to the User...on termination (where applicable) The Company shall disconnect the User's Equipment at the Connection Site and:</p> <p>(b) in the case of Connection Sites in England and Wales, The Company shall remove and, in the case of Connection Sites in Scotland, The Company shall procure that the Relevant Transmission Licensee removes, any Transmission Connection Assets on the User's land within 6 months of the date of termination or such longer period as may be agreed between The Company or the Relevant Transmission Licensee (as appropriate) and the User.</p> <p>7.1 If directly connected to the GB Transmission System The Company shall connect and Energise the User's Equipment at the Connection Site during the course of and in accordance with the Commissioning Programme and thereafter upon compliance by the User with the provisions of Clause 5 and provided (1) the Construction Works excluding the Seven Year Statement Works shall be Commissioned and (2) the Seven Year Statement Works and Third Party Works shall be completed The Company shall forthwith notify the User in writing that the Connection Site shall become Operational.</p> <p>7.2 If Embedded upon compliance by the User with the provisions of Clauses 5.1, 5.2 and 5.3 and subject, if The Company so requires, to the Transmission Reinforcement Works [and/or works for the Modification] being carried out and/or the [New] Connection Site being Operational (any or all as appropriate) The Company shall forthwith notify the User ("Operational Notification") in writing that it has the right to use the GB Transmission System. It is an express condition of this Construction Agreement that in no circumstances, will the User use or operate the User's Equipment without receiving the Operational Notification from The Company.</p> <p>7.3 If, on completion of the User's Works in accordance with the terms of this Construction Agreement the Registered Capacity of the User's Equipment is less than []MW, The Company shall automatically have the right to amend Clause 7 and Appendix C to the Bilateral Connection Agreement to reflect the actual Registered Capacity of the User's Equipment.</p> <p>9A.1.6 In the event of The Company's credit requirements being reviewed at any time The Company shall advise the User in writing of the new credit requirements and the User shall within 30 days of such notification confirm in writing to The Company whether it wishes to enter into an Amending Agreement to reflect the new credit requirements.</p> <p>9A.1.7 In the event that the facts or circumstances giving rise to the obligations of the User to provide the security have ceased, then The Company shall release the security and provisions to that effect shall be included in the Amending Agreement.</p> <p>9A.2 Within 60 days of the date of termination of this Construction Agreement The Company shall:</p> <p>(a) furnish the User with a further statement showing a revised estimate of Final Sums and will provide as soon as practicable evidence of such costs having been incurred; and</p> <p>(b) by written notice to the User inform the User of all capital items which cost The Company in excess of £10,000 and in relation to which an amount on account of Final Sums shall have been paid and whether The Company (1) wishes to retain the said capital items or (2) dispose of them.</p> <p>9A.3.3 As soon as reasonably practicable after termination of this Construction Agreement The Company shall provide the User with a statement of and invoice for Final Sums together with evidence of such costs having been incurred and/or paid and/or having been committed to be incurred.</p> <p>9B.2.1 The Company shall provide to the User an estimate ("the Bi-annual Estimate") in substantially the form set out in Part 2 of Appendix M to this Construction Agreement and showing the amounts of all payments required or which may be required to be made by the User to The Company in respect of Final Sums and The Company Engineering Charges and other expenses in relation to seeking Consents referred to</p>

Clause	Cat	Obligation
		<p>in Clause 2.4 of this Construction Agreement...</p> <p>9B.6 Within 60 days of the date of termination of this Construction Agreement The Company shall:</p> <p>(a) furnish the User with a further statement showing a revised estimate of Final Sums and will provide as soon as practicable evidence of such costs having been incurred; and</p> <p>(b) by written notice to the User inform the User of all capital items which cost The Company in excess of £10,000 and in relation to which an amount on account of Final Sums shall have been paid and whether The Company (1) wishes to retain the said capital items or (2) dispose of them.</p> <p>11.1 Once an Event of Default pursuant to Clause 10 has occurred and is continuing The Company may give notice of termination to the User whereupon this Construction Agreement shall forthwith terminate and The Company shall disconnect all the User's Equipment at the Connection Site and:...</p> <p>(b) in the case of Connection Sites in England and Wales, The Company shall remove and, in the case of Connection Sites in Scotland, The Company shall procure that the Relevant Transmission Licensee removes, any Transmission Connection Assets on the User's land within 6 months of the date of termination or such longer period as may be agreed between The Company or the Relevant Transmission Licensee (as appropriate) and the User.</p>
Schedule 2 Exhibit 4		<p>3.4.1 In respect of each BM Unit, and in consideration of the User providing the Obligatory Reactive Power Service from that BM Unit, The Company shall pay to the User in respect of each calendar month in accordance with Paragraph 4.3 of the CUSC the aggregate total payments calculated in accordance with Appendix 1 to the CUSC Schedule and referred to therein as "PT".</p> <p>3.4.2 (b) without prejudice to Paragraph 4.1.2.2 of the CUSC, The Company shall use the meters and aggregation principles specified and/or referred to in Appendix 1, Section A, Part II to ascertain the amount of Leading and Lagging Mvarh produced in each Settlement Period by the BM Units, and such amount of Leading or Lagging Mvarh shall constitute the respective values of Ulead and Ulag as referred to in paragraph 1 of Appendix 3 to the CUSC Schedule;...</p>
Schedule 2 Exhibit 5		<p>BELLA</p> <p>6. OPERATIONAL NOTIFICATION</p> <p>Subject to the provisions of Clause 2.1 having been fulfilled, and subject, if The Company so requires, to Transmission Reinforcement Works [and/or works for any Modification Offer] being carried out and to notification by the User that the site of connection of the User's Equipment to the Distribution System is operational, The Company shall forthwith notify ("Operational Notification") the User in writing that it may energise its Equipment.</p>
Schedule 3		<p>Balancing Services Market Mechanisms – Reactive Power</p> <p>2.8 Notwithstanding the foregoing provisions of this Paragraph 2, and without prejudice to Paragraph 5, The Company shall only be obliged to amend or conclude any Mandatory Services Agreement with regard to any Generating Unit if...</p> <p>3.3 (b) Submission of Tender information by The Company</p> <p>(i) The Company shall, acting reasonably and having regard to the principles contained in this sub- Paragraph 3.3, compile a package of information for the use of interested parties comprising technical, procedural and contractual requirements, directions and specifications to govern Market Agreements to take effect from the following Contract Start Day. The Company shall ensure that such requirements, directions and specifications do not conflict with any of the principles contained in this sub-Paragraph 3.3 and so far as reasonably practicable do not discriminate between Tenderers.</p> <p>(ii) Prior to the commencement of each Tender Period, The Company shall provide to all persons who shall by then have requested the same the package of information as more particularly described in sub- Paragraph 3.3(b)(i).</p> <p>(e) Qualification and Evaluation of Tenders</p>

Clause	Cat	Obligation
		<p>...</p> <p>(ii) The Company shall evaluate and (without prejudice to sub-Paragraphs 3.3(d)(iii), (iv) and (v)) select Tenders (or part(s) thereof) on a basis consistent with its obligations under the Act the Transmission Licence and the CUSC and, subject thereto, in accordance with the evaluation criteria set out in Section B of Appendix 6. Without limitation, The Company reserves the right to require tests of a Generating Unit or other Plant and Apparatus (or other equipment), on a basis to be agreed with a Tenderer, as part of the evaluation of a Tender.</p> <p>(iii) The Company shall use reasonable endeavours to evaluate Tenders within ten weeks from each Market Day.</p> <p>(f) <i>Entering into Market Agreements</i></p> <p>(i) Having selected a Tender (or part(s) thereof) in accordance with sub-Paragraph 3.3(e), The Company shall notify the relevant Tenderer that it wishes to enter into a Market Agreement in respect thereof, and that Tenderer and The Company shall each use reasonable endeavours to agree the terms of, and enter into a Market Agreement in respect thereof as soon as reasonably practicable but in any event not later than 4 weeks prior to the relevant Contract Start Day...</p> <p>(ii) In the event of a deemed withdrawal of a Tender in the circumstances set out in sub-Paragraph 3.3(f)(i), The Company shall be entitled to re-evaluate and select all or part of any outstanding Tenders in accordance with sub-Paragraphs 3.3(e)(i) and (ii) and to notify one or more Tenderers if, in substitution for the Tender so deemed to be withdrawn, it wishes to enter into a Market Agreement in respect of any other Tender or Tenders (or part(s) thereof).</p> <p>(h) <i>Publication</i></p> <p>(i) Within the six weeks following each Contract Start Day, The Company shall provide to all persons requesting the same the following information:-</p> <p>(a) in respect of all Market Agreements then subsisting, prices and contracted Reactive Power capability on an individual Tender basis relating to the period from the immediately preceding Contract Start Day until the next following Contract Start Day;</p> <p>(b) in respect of all Mandatory Services Agreements and Market Agreements subsisting in respect of the six month period ending on the immediately preceding Contract Start Day, details of utilisation of Mvarh provided by individual BM Units (or, where relevant, other Plant and/or Apparatus or other equipment) pursuant to the Obligatory Reactive Power Service and Enhanced Reactive Power Service;</p> <p>(c) details of the circumstances surrounding any failure by The Company during the preceding six month period to perform any of its duties and responsibilities under this Paragraph 3 in the circumstances referred to in Paragraph 5; and</p> <p>(d) any other information reasonably considered by The Company to be pertinent to the Tender process,</p> <p>9. Reconciliation As soon as practicable after this Schedule has taken effect and Ancillary Services Agreements have been amended so as to give effect thereto, The Company will pay to each relevant user or be paid by each relevant User such sum as will reconcile...</p>