Summary Note for STC Working Group on Offshore Transmission

28 January 2008

1. Introduction

This note summarises the results of National Grid's initial review of the relationship between the System Operator - Transmission Owner Code (STC) and the forty individual Code Procedures (STCPs). A complete STCP to STC mapping is provided in the appendices to this document.

The relationship between STC schedules and the code itself is also discussed briefly.

The review does not consider the applicability of STCPs to the offshore electricity transmission arrangements nor the effectiveness to-date of existing procedures. These issues could be considered in further work.

2. Section by Section Mapping

Section A: Applicability of Sections and Code Structure

No STCPs are linked with Section A.

Section B: Governance

No STCPs are linked with Section B.

Section C: Transmission Services and Operations

The bulk of the STCPs 01-01 through to 11-3 contain procedural information required to implement the provisions of Section C.

STCP01-1 sets out processes by which the TOs configure the transmission system in Scotland on NGET's directions, and how equipment is taken out of and returned to operational service. STCP02-1 sets out how NGET and TOs liase in response to different categories of equipment alarms and events. Indicative processes are outlined for both SPT and SHETL.

STCP03-1 sets out how parties liase with each other in response to transmission system events, from occurrence through to joint investigations if necessary.

STCPs 04-1, 04-2, 04-3 and 04-5 all deal with the management of real-time communication facilities.

The key processes detailing the exchange of operational information required to set capability limits is managed under STCP04-4.

STCPs 06-1 to 06-4 cover contingency arrangements, with 06-01 and 06-02 specifically covering Black Start and Desynchronised Islands.

STCPs 08-1 to 4 describe various testing procedures which can have a significant operational impact or present an operational risk but do not necessarily require primary transmission equipment to be out of service. These

STCPs ensure that relevant tests are managed under the outage planning process.

The STCPs 11-1 to 11-3 set out transmission equipment outage planning processes, including the data exchange mechanism and TO outage costing.

The STCPs 19-3 and 19-4 covering user compliance testing and equipment commissioning as provided for in Part 3 of section C.

STCP	Parent Clauses	Comment
STCP 01-1 Operational Switching STCP 02-1 Alarm and Event Management	Part ONE: 2.1.2, 4.5, 4.6, 5.1, 5.4 Part TWO: 7 Part ONE: 2.1.2, 2.1.3, 4.7, 4.8, 4.9 6.3, 6.4	Processes for configuring the transmission system and managing alarms and events
STCP 03-1 Post Event Analysis and Reporting	Part THREE: 4.1 Part THREE: 4.1, 4.2	Further detail on post event analysis and reporting
STCP 04-1 Real Time Data Change Management	Part ONE: 2.1.3	Processes to deliver the
STCP 04-2 Real Time Datalink Management	Part ONE: 2.1.3	requirement for real-time information.
STCP 04-3 Real Time Data Provision	Part ONE: 2.1.3	
STCP 04-4 Provision of Asset Operational Information	Part ONE, 2.1.3, 4.1, 4.3, 4.4, 4.5, 4.6	The interface process for ongoing management of operational capability limits
STCP 04-5 Operational Telephony	Part ONE: 2.1.2, 2.1.3	Specific processes to manage two way voice communication facilities
STCP 06-1 Black Start	Part THREE: 5	
STCP 06-2 De-synchronised Island Management	Part THREE: 5	Transmission incident
STCP 06-3 System Incident Management	Part ONE: 2.1.2, 2.1.3	contingency procedures
STCP 06-4 Contingency Arrangements	Part ONE: 2.1.3, 2.1.3	
STCP 08-1 Protection Testing	Part TWO: 2	
STCP 08-2 Circuit Live Trip and DAR Tests	Part TWO: 2	Transmission System tests are
STCP 08-3 Operational Tests and System Tests	Part TWO: 2, PART THREE: 2.2	linked into the outage planning process by these STCPs
STCP 08-4 User Tests	Part TWO: 2, PART THREE: 2.2	
STCP 10-1 Asset Nomenclature	Part ONE: 2.1.2	Linked to the need to be able to configure and co-ordinate
STCP 11-1 Outage Planning	Part ONE: 2.2, Part TWO	Give effect to the outage
STCP 11-2 Outage Data Exchange	Part TWO: 2	planning provisions
STCP 11-3 TO Outage Change Costing	Part TWO: 5.9.5	pianing provisions
STCP 19-3 Operational Notification & Compliance Testing	Part THREE: 2.2	Processes for bringing new
STCP 19-4 Commissioning and Decommissioning	Part THREE: 2.2	equipment into operation

Section D: Planning Co-ordination

The STCPs 16-1 through to 22-1 specify processes required to meet the provisions of Section D.

STCP 16-1 on Investment Planning covers most of the processes relating to Section D Part One, 'Transmission Planning' and sets out the terms of reference for the Joint Planning Committee. STCPs 18-1 and 18-2 relate to section D Part Two, 'Construction'. STCP 18-3 on TEC Changes and STCP18-4 on Statement of Works relate back to Part Three and Part Four of Section D respectively.

The STCPs 19-2 to 19-4 cover the process required to deliver TO construction projects (commissioning, scheme closure etc) as per section D Part Two, whilst STCP 19-6 relates to a TO's right to charge a connection application fee.

STCP 20-1 covers the processes required to deliver a Seven Year Statement as outlined in Section D, Part One.

The management of Transmission System models and planning assumptions, which underpin the analysis behind many of the construction and investment planning processes, is specified in STCP 22-1.

STCP	Parent Clause	Comment
STCP 16-1 Investment Planning	Part ONE: 2.1, 2.2, 2.2.2, 2.2.3, 2.3, 2.4, 2.5, 3	Processes for Investment Planning
STCP 17-1 Feasibility Study	Part TWO, 7	Further detail on feasibility study provision
STCP 18-1 Connection and Modification Application	Part TWO 2, 4, 5, 6, 7	Information evaluates
STCP 18-2 Use of System Application	Part TWO 2, 4, 5, 6, 7	Information exchange processes in response to user
STCP 18-3 TEC Changes	Part THREE	applications
STCP 18-4 Request for a Statement of Works	Part FOUR	аррисацопо
STCP 18-6 Variation to Agreements	Part TWO: 6.3	Process to vary NGET and TO contracts given a material change in requirements
STCP 19-2 Construction Process and Scheme Closure	Part TWO: 8.2, 10, 14	Detailed processes to manage TO construction processes
STCP 19-3 Operational Notification & Compliance Testing	Part TWO: 11, 12.1, 12.2	Processes for bringing new equipment into operational
STCP 19-4 Commissioning and Decommissioning	Part TWO: 8.2	service
STCP 19-6 Application Fee	Part TWO: 2.6	Processes for setting TO application fees
STCP 20-1 Seven Year Statement	Part ONE: 4	Process for production of SYS
STCP 22-1 Production of Models for GB System Planning	Part ONE: 2.2.1, 2.2.8, 3	Process for exchange of information relating to transmission system modelling

Section E: Payments and Billing

The STCPs 13-1 and 14-1 to 14-3 set out the generic invoicing and payment process under the STC and the processes required for NGET to meet its Transmission charging obligations as they relate to assets in Scotland.

STCP	Parent Clause	Comment
STCP 13-1 Invoicing and Payment	2,3	
STCP 14-1 Data Exchange for Annual Charging Setting	2	Processes for exchange of
STCP 14-2 Data Requirements for Charging Consultations	2	data to manage charges to Transmission users
STCP 14-3 Customer Charging Enquiries	2	

Section F: Communications and Data

No STCPs are linked with Section F.

Section G: General Provisions

The Safety and Environment provisions of section G are reflected in respect of the TO to TO and TO to User interface in STCP 09-1 'Safety Co-ordination between parties'. STCP 09-2 'Public and Site Safety' sets out the processes by which a TO may take equipment out of service without direction from NGET in the event of a threat to public or site safety.

STCP	Parent Clause	Comment
STCP 09-1 Safety Co-ordination between Parties	2.1.2	Process to manage safety precautions across TO and User boundaries
STCP 09-2 Public and Site Safety	2.2	Processes to manage public and site safety issues

Section H: Dispute Resolution

No STCPs are linked with Section H.

Section I: Transition

No STCPs are linked with Section I.

Section J: Interpretation and Definitions

No STCPs are linked with Section J.

STCP 12-1 Data Exchange Mechanism

SCTP 12-1 documents all the formal data exchanges between STC Parties with cross reference to the individual STCPs in which the data exchanges are specified. STCP12-1 does not set out a requirement for any data exchange which is not specified in one of the other STCPs and states explicitly of the other STCPS that "in the event of any inconsistency between this document and other STCPs, the provisions of those STCPs shall prevail".

3. STC Schedules

The table below lists the STC schedules and the STC clauses to which they relate.

Schedule	Parent Clause
Schedule One: Code Accession Agreement	Section B Governance: 3.1
Schedule Two: List of Code Procedures	N/A
Schedule Three: Information and Data Exchange Specifications	Section F Communications and Data: 3.3
Schedule Four: Criteria for Assessing Those Transmission Systems Affected by a Construction project	Section D Planning Co-ordination: Part TWO, 2.2.2: Part FOUR 1.1.2
Schedule Five: NGET Connection Applications	Section D Planning Co-ordination: Part TWO, 2.1.2
Schedule Six: NGET Modification Applications	Section D Planning Co-ordination: Part TWO, 2.1.2
Schedule Seven: System Construction Applications	Section D Planning Co-ordination: Part TWO, 2.1.2
Schedule Eight: TO Construction Offers	Section D Planning Co-ordination: Part TWO, 2
Schedule Nine: TO Construction Terms	Section D Planning Co-ordination: Part TWO, 4
Schedule Ten: Charges	Section E Billing and Payment:: 2
Schedule Eleven: NGET TEC Exchange Rate Application	Section D Planning Co-ordination: Part THREE,2
Schedule Twelve TO TEC Exchange Rates	Section D Planning Co-ordination: Part THREE, 3
Schedule Thirteen: NGET Request for Statements of Works	Section D Planning Co-ordination: Part FOUR,1
Schedule Fourteen: Transmission Planning Data	Schedule Three: 2.4.3

APPENDIX A

LIST OF CODE PROCEDURES

Number	Title	Issue	Effective Date
STCP 01-1	Operational Switching	Issue 003	25th October 2005
STCP 02-1	Alarm and Event Management	Issue 003	25th October 2005
STCP 03-1	Post Event Analysis and Reporting	Issue 003	25th October 2005
STCP 04-1	Real Time Data Change Management	Issue 003	25th October 2005
STCP 04-2	Real Time Datalink Management	Issue 003	25th October 2005
STCP 04-3	Real Time Data Provision	Issue 003	25th October 2005
STCP 04-4	Provision of Asset Operational Information	Issue 003	25th October 2005
STCP 04-5	Operational Telephony	Issue 003	25th October 2005
STCP 06-1	Black Start	Issue 003	5th October 2005
STCP 06-2	De-synchronised Island Management	Issue 003	25th October 2005
STCP 06-3	System Incident Management	Issue 003	25th October 2005
STCP 06-4	Contingency Arrangements	Issue 003	25th October 2005
STCP 08-1	Protection Testing	Issue 003	26h October 2005
STCP 08-2	Circuit Live Trip and DAR Tests	Issue 003	25th October 2005
STCP 08-3	Operational Tests and System Tests	Issue 003	25th October 2005
STCP 08-4	User Tests	Issue 003	25th October 2005
STCP 09-1	Safety Co-ordination between Parties	Issue 003	25th October 2005
STCP 09-2	Public and Site Safety	Issue 004	13th January 2006
STCP 10-1	Asset Nomenclature	Issue 003	25th October 2005
STCP 11-1	Outage Planning	Issue 003	5th October 2005
STCP 11-2	Outage Data Exchange	Issue 003	5th October 2005
STCP 11-3	TO Outage Change Costing	Issue 003	5th October 2005
STCP 12-1	Data Exchange Mechanism	Issue 003	31st January 2006
STCP 13-1	Invoicing and Payment	Issue 004	31st January 2006
STCP 14-1	Data Exchange for Annual Charging Setting	Issue 004	20th December 2006
STCP 14-2	Data Requirements for Charging Consultations	Issue 002	25th October 2005
STCP 14-3	Customer Charging Enquiries	Issue 002	25th October 2005
STCP 16-1	Investment Planning	Issue 002	25th October 2005
STCP 17-1	Feasibility Study	Issue 002	25th October 2005
STCP 18-1	Connection and Modification Application	Issue 002	25th October 2005
STCP 18-2	Use of System Application	Issue 002	25th October 2005
STCP 18-3	TEC Changes	Issue 005	31st January 2006
STCP 18-4	Request for a Statement of Works	Issue 001	23rd March 2007
STCP 18-6	Variation to Agreements	Issue 003	25th October 2005
STCP 19-2	Construction Process and Scheme Closure	Issue 003	25th October 2005
STCP 19-3	Operational Notification & Compliance Testing	Issue 003	18th May 2006
STCP 19-4	Commissioning and Decommissioning	Issue 004	31st January 2006
STCP 19-6	Application Fee	Issue 003	25th October 2005
STCP 20-1	Seven Year Statement	Issue 002	25th November 2005
STCP 22-1	Production of Models for GB System Planning	Issue 001	30th September 2005

Sect	ion C	-1 Operational Switching -1 Alarm and Event Management -1 Post Event Analysis and Reporting	-1 Real Time Data Change Management -2 Real Time Datalink Management	-3 Real Time Data Provision -4 Provision of Asset Operational Information	-5 Operational Telephony -1 Black Start	2 De-synchronised Island Management-3 System Incident Management	-4 Contingency Arrangements -1 Protection Testing	 -2 Circuit Live Trip and DAR Tests -3 Operational Tests and System Tests -4 User Tests 	Safety Co-or-Publi		-2 Outage Data Exchange -3 TO Outage Change Costing	-1 Data Exchange for Annual Charging Setting	-2 Data Requirements for Charging -3 Customer Charging Enquiries	-1 Investment Planning -1 Feasibility Study	-1 Connection and Modification Application -2 Use of System Application	-3 TEC Changes -4 Request for a Statement of Works	-6 Variation to Agreements -2 Construction Process & Scheme Closure -3 Operational Notification & Compliance Testing	9-4 Commissioning and Decommissioning 9-6 Application Fee	-1 Seven Year Statement -1 Production of Models for GB System Planning
		02 02	3 9 5	9 9	04-5 06-1	90	90		60	10-1	11 1	13	4 4	16	18 4	18	19	19	20
	PROVISION OF TRANSMISSION SERVICES																		
	INTRODUCTION																		
	This Section C, Part One deals with the provision of Transmission Services by Transmission Owners to NGET and the obligations of NGET in relation to its operation of the GB Transmission System, and sets out:					$ \ \ $													
1.1.1	the process for each Transmission Owner to specify the technical limits that normally apply to its Transmission Services in a Services Capability Specification;																		
1.1.2	the process for developing and implementing Services Restoration Proposals to restore Transmission Services in the event of any unplanned reduction in the technical limits actually applicable to the provision of Transmission Services from time to time; and																		
1.1.3	provisions dealing with the co-ordination and direction by NGET of the flow of electricity onto and over the GB Transmission System in accordance with technical limits and Licence Standards.																		
2	TRANSMISSION SERVICES																		
2.1	In accordance with the provisions of this Code, each Transmission Owner shall provide services to NGET consisting of:																		
2.1.1	making available those parts of its Transmission System which are intended for the purposes of conveying, or affecting the flow of, electricity, so that such parts are capable of doing so and are fit for those purposes;																		
2.1.2	a means of enabling NGET to direct the configuration of those parts of that Transmission Owner's Transmission System made available to it and, consistent with such means, giving effect to any such direction from time to time; and	x x			X	X	X			×									
2.1.3	a means of enabling NGET to obtain information in relation to that Transmission Owner's Transmission System which information is needed by NGET to enable it to co-ordinate and direct the flow of electricity onto and over the GB Transmission System and, consistent with such means, providing such information to NGET,	X	××	x x	X	Х	X												
0.0	(together here referred to as "Transmission Services").		+	++								+						+++	H
	Each Transmission Owner agrees with NGET to provide Transmission Services and to plan, develop, operate and maintain its Transmission System in accordance with its Transmission Licence and this Code, subject to any Transmission Derogations from time to time.									X									
	NGET shall have the right to make use of the Transmission Services provided to it under this Code in pursuance of its activities and the discharge of its obligations under its Transmission Licence and the Act and only in pursuance of such activities or discharge of such obligations.													Ш					
	SERVICES CAPABILITY SPECIFICATION																	+	
	Each Transmission Owner shall separately have and maintain, at all times, a specification of its Transmission Services (here referred to as "Services Capability Specification") and shall:																		
3.1.1	maintain its Services Capability Specification (in accordance with Section D, Part One, sub-paragraph 2.8.2) by including, without limitation, information describing the parameters and levels within and to which its Transmission Services have been planned to be provided, or such higher levels up to which its Transmission Services are normally capable of being so provided, to NGET: such information to include and identify the technical limits that would normally apply to the provision of its Transmission Services (such technical limits as identified in the Service Capability Specification here referred to as the "Normal Capability Limits" applicable to those Transmission Services); and																		
3.1.2	submit a copy of its Services Capability Specification to NGET and immediately submit to NGET copies of any amendments made to it under paragraphs 3.2 or 3.3.																	$\downarrow \downarrow \downarrow \downarrow$	\square
3.2	Each Transmission Owner shall keep its Services Capability Specification under review at all times and may:	+++	++	++	++	$\vdash \vdash \vdash$		++	++	+++	++	+	++	+	++	+	++	+	$\vdash\vdash\vdash$
3.2.1	propose a change to the form of its Services Capability Specification at any time, any such change to be agreed between the Transmission Owner and NGET (any failure to agree shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1); and																		
3.2.2	amend the content of its Services Capability Specification, including amendments to any Normal Capability Limits:			$\dagger \dagger$	11				11						1				
3.2.2.1	in the case of the correction of typographical errors only, at any time by submitting copies of such amendments to NGET; and																		
3.2.2.2	in all other cases, pursuant to Section D, Part One, sub-paragraph 2.8.2.		$\perp \perp$	$\bot \bot$	$\bot \bot $	igsqcut			$\bot \bot$				$\perp \perp$		$\perp \perp$		\perp	\coprod	$\sqcup \sqcup$
	NGET may propose a change to the form of a Transmission Owner's Services Capability Specification at any time, any such change to be agreed between the Transmission Owner and NGET. Any failure to agree shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1.																		
	In addition to the obligation to submit a copy of its Services Capability Specification and copies of any amendments to NGET under this paragraph 3, a Transmission Owner shall provide to NGET such other information as may reasonably be requested by NGET from time to time in order to support the full and effective enjoyment of the rights of NGET pursuant to paragraph 2. Any dispute as to the reasonableness of such request shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1.																		
	TRANSMISSION SERVICES LIMITS																		
4.1	Each Transmission Owner shall provide Transmission Services to NGET, pursuant to paragraph 2, in accordance with its Services Capability Specification (including to any Normal Capability Limits) except, and only to the extent that:			X															
4.1.1	the provision of such Transmission Services is reduced due to an Outage in accordance with Section C, Part Two;			+					+ + -		+				++			+++	
4.1.2	its Transmission Services are not, other than by reason of an Outage, physically capable of being provided or are not capable, for immediate safety reasons or			X								11							
4.1.3	pursuant to environmental obligations, of being provided in accordance with the Services Capability Specification (referred to as a "Services Reduction"); or the Transmission Owner has notified NGET of technical limits applying in excess of Normal Capability Limits pursuant to paragraph 4.14.		++	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		++			++		+		++		++	+		+++	++
4.1.3	the Transmission Owner has nothed NOET of technical limits applying in excess of Normal Capability Eliffits pursuant to paragraph 4.14.			^	•													لللل	

Sec	tion C		0	i t		io		ent			ts		S				tting			ion			ure sting	ing	iind
		Operational Switching	Alarm and Event Management Post Event Analysis and Reportin	Real Time Data Change Manageme	Real Time Datalink Management Real Time Data Provision	Provision of Asset Operational Informat	Operational Telephony Black Start	De-synchronised Island Manageme	System Incident Management Contingency Arrangements	Protection Testing	Circuit Live Trip and DAR Tests Operational Tests and System Tes	User Tests	Safety Co-ordination between Partie Public and Site Safety	Asset Nomenclature Outage Planning	Outage Data Exchange TO Outage Change Costing	Data Exchange Mechanism Invoicing and Payment	Data Exchange for Annual Charging Se	Data Requirements for Charging Customer Charging Enquiries	Investment Planning Feasibility Study	Connection and Modification Applicat	TEC Changes	Request for a statement or works Variation to Agreements	Construction Process & Scheme Clos Operational Notification & Compliance Te	Commissioning and Decommission Application Fee	Seven Year Statement Production of Models for GB System Plann
		1-1	13-1	1-4	04-2	24-4)4-5)6-4	1-9	06-3	8-1)8-3)8-3	98-4)9-1)9-2	10-1	1-2	12-1	1-4	14-3	1-91	- 8-1	2-0	8-4	19-2 1 <mark>9-3</mark>	9-6	20-1
4.2	Each Transmission Owner shall at all times act in accordance with Good Industry Practice in providing Transmission Services to NGET.																								.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
4.3	The technical limits to which NGET has been notified that Transmission Services are actually capable of being provided from time to time (being the Normal Capability Limits or such other technical limits as apply due to an Outage, a Services Reduction or any higher limits notified under paragraph 4.14) shall be referred to as the "Operational Capability Limits" applicable to those Transmission Services.					×																			
4.4	A Transmission Owner shall notify NGET immediately in the event that it becomes aware at any time that the relevant Operational Capability Limits have been exceeded by NGET.					X																			
4.5	Each Transmission Owner shall monitor, in accordance with Good Industry Practice, the provision of its Transmission Services and notify NGET (except in such circumstances as may from time to time be agreed between the Transmission Owner and NGET), as a matter of urgency, as soon as such Transmission Owner becomes aware:					X																			
4.5.1	of a Services Reduction (including notifying NGET of the revised technical limits that apply to such Transmission Services due to the Services Reduction); or			\perp		Х											\perp					$\perp \perp$	$\perp \downarrow \downarrow$	'	$\perp \perp$
4.5.2 4.6	of a risk, materially beyond the normal level of risk, of an imminent Services Reduction (here referred to as a "Services Reduction Risk"). As a part of, or otherwise at the same time as, notice to NGET under paragraph 4.5, unless it is not reasonably practicable to do so (in which case a Transmission	X																	\vdash	++		++	++	+	++
4.6.1	Owner shall do so as soon as reasonably practicable thereafter), a Transmission Owner shall notify NGET of: in the case of a Services Reduction Risk, and where so requested by NGET, relevant data or information for the relevant Transmission Services including the	X																					+		
4.6.2	technical limits that would apply as a consequence of the relevant Services Reduction if it were to occur; the reasons for any Services Reduction (or, where relevant, a Services Reduction Risk) including, without limitation, information in relation to any Event which caused or contributed to, or which may cause or contribute to, the Services Reduction or Services Reduction Risk;	X																							
4.6.3	additional relevant information including the likely duration of any Services Reduction (or, where relevant, Services Reduction Risk); and	X		++		+						++					+ +					++	++	+-'	
4.6.4	unless otherwise agreed with NGET, such Transmission Owner's proposal, in reasonable but not excessive detail, (referred to here as a "Services Restoration Proposal") for, as appropriate:					Х																			
4.6.4.1	any interim works or other actions which are able to be undertaken by such Transmission Owner to minimise the effect of the Services Reduction or Services Reduction Risk and including, where relevant, any revised Operational Capability Limits that would apply during the period of such Services Reduction or Services Reduction Risk;	3				x																			
4.6.4.2	restoring the Transmission Services such that they are provided in accordance with their Services Capability Specification (and to their Normal Capability Limits); and					X																			
4.6.4.3	otherwise removing, mitigating or dealing with a Services Reduction Risk, including, in the case of sub-paragraphs 4.6.4.2 and 4.6.4.3, where necessary and appropriate, by proposing to amend the content of its Services Capability																						\blacksquare		
	Specification (including any Normal Capability Limits) pursuant to Section D, Part One, paragraph 2.8.2.																					$\perp \downarrow \downarrow$	$\perp \downarrow \downarrow$	'	
4.7	Nothing in sub-paragraph 4.6.4 shall prevent the Parties from agreeing in advance Services Restoration Proposals to apply generally to particular types of Services Reductions or Services Reduction Risks. If such a Services Restoration Proposal is proposed in advance by a Party, any failure to agree shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1.		X																						
4.8	On or as soon as reasonably practicable after notification by the Transmission Owner of a Services Reduction (or, where relevant, a Services Reduction Risk) pursuant to paragraph 4.5, NGET and the relevant Transmission Owner shall discuss the Services Reduction (or, where relevant, Services Reduction Risk) and, in particular, agree any Services Restoration Proposal(s) notified under sub-paragraph 4.6.4 or agree that any Services Restoration Proposal(s) agreed in advance under paragraph 4.7 apply. Any failure to agree shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1.		X																						
4.9	A Party which has agreed a Services Restoration Proposal pursuant to paragraph 4.8 may at any time notify (either verbally or in writing) each other Party involved in such Services Restoration Proposal of any modification which it considers is required to be made to such Services Restoration Proposal in order to deal more appropriately with the Services Reduction or Services Reduction Risk. NGET and the relevant Transmission Owner shall discuss and agree any such modification. Any failure to agree a proposed modification shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1.	×	x																						
4.1	A Transmission Owner shall give effect to any Services Restoration Proposal agreed with NGET pursuant to paragraph 4.8 (as modified from time to time pursuant to paragraph 4.9).																								
4.11	If the Parties are unable to reach agreement on any Services Restoration Proposal or any proposed modification to such Services Restoration Proposal, a Transmission Owner shall nevertheless give effect to its Services Restoration Proposal (including any modification which such Transmission Owner, in its discretion considers is required), subject to any subsequent determination of a relevant Dispute referred to the Authority pursuant to paragraphs 4.7, 4.8 or 4.9.	,																							
4.12	Each Transmission Owner shall take reasonable and appropriate preparatory steps, including, without limitation, having appropriate replacement Plant and Apparatus available, to minimise the duration or effect of Services Reductions and Services Reduction Risks and shall:																								
4.12.1	notify NGET of such steps from time to time or when otherwise reasonably requested by NGET; and	+	_	++	_	+	_	+		+		++	+	\dashv			++	_			+	\dashv	\dashv	<u> </u>	++
4.12.2	comply with any reasonable request from NGET to take or modify preparatory steps as specified in such request. Any dispute in relation to the adequacy of the preparatory steps taken by a Transmission Owner pursuant to paragraph 4.12 or the reasonableness of a request by NGET shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1 (in the event of a dispute under this paragraph 4.13, a Transmission Owner may take such preparatory steps as it considers, in its discretion, are reasonable and appropriate, subject to the subsequent determination of																								
L	any Dispute referred to the Authority pursuant to this paragraph 4.13). Page 7 of 34	Ш								11	_	1							$\sqcup \!\!\! \perp$						

Sec	tion C	g ment	porting	ement	on formation	λ	agement nent	ents	Tests	m Tests	Parties		e ting	sm	ing Setting Irging	ries	oplication	uo	Works	e Closure nce Testing	issioning	t n Planning
		Operational Switching Alarm and Event Manage	Post Event Analysis and Re	Real Time Datalink Manage	Real Time Data Provision of Asset Operational In	Operational Telephon Black Start	De-synchronised Island Mana System Incident Manager	Contingency Arrangeme	Circuit Live Trip and DAR	Operational Tests and Syste User Tests	Safety Co-ordination between Public and Site Safety	Asset Nomenclature Outage Planning	Outage Data Exchang TO Outage Change Cost	Data Exchange Mechania Invoicing and Payment	Data Exchange for Annual Charg	Customer Charging Enqui	Feasibility Study Connection and Modification Ag	Use of System Application	Request for a Statement of Variation to Agreement	Construction Process & Schem- Operational Notification & Complia	Commissioning and Decomm Application Fee	Seven Year Statement Production of Models for GB Systen
		1-1	1-6	1-1	4-3	04-5	6-3	6-4	8-1	8-3	9-1	1-1	11-2	2-1	4-1	6-1	7-1	8-2	8-6	9-3	9-4	22-1
4.14	For the avoidance of doubt, nothing in the Code shall prevent a Transmission Owner, in its discretion, from notifying NGET (including, without limitation, in response to a request from NGET) that technical limits temporarily apply in respect of specified Transmission Services in excess of their Normal Capability Limits. In any such event the Transmission Owner shall at the same time also notify NGET of any conditions that apply to the use of such Transmission Services at technical limits above their Normal Capability Limits.					0				90	0	7 7				- 4						.4 (4
5 5.1	CONFIGURATION ON NGET'S DIRECTIONS A Transmission Owner may only configure such parts of its Transmission System as are made available pursuant to sub-paragraph 2.1.1 of this Section C, Part One,																					
5.1.1	in accordance with directions given by NGET, except: where otherwise agreed with NGET; or	X																				
5.1.2 5.2	for safety purposes or pursuant to environmental obligations in accordance with Section G, paragraph 2. Notwithstanding sub-paragraph 5.1.1, but subject at all times to Section G, paragraph 2, each Transmission Owner shall comply with any reasonable direction by NGET to configure any part of its Transmission System.	X																				
5.3	Any direction from NGET to a Transmission Owner pursuant to paragraphs 5.1 and 5.2 shall be in the form agreed with such Transmission Owner from time to time. Operational Switching	X																				
5.4 5.4.1	Notwithstanding that a Transmission Owner is not a party to the CUSC and is not thereby required to comply with the Grid Code, a Transmission Owner shall comply with section OC7.6 of the Grid Code (as amended from time to time) and any Local Switching Procedure agreed pursuant to that section.			П																		
5.4.2	NGET shall comply with, and shall procure that a User shall comply with section OC7.6 of the Grid Code and any Local Switching Procedure agreed pursuant to that section where and to the extent that such section applies to NGET and the User.	X																				
6	NGET OBLIGATIONS																					
6.1	In co-ordinating and directing the flow of electricity onto and over the GB Transmission System, NGET shall:																				\vdash	
6.1.1	take all reasonably practicable steps to determine, and shall ensure, that it does so in accordance with Licence Standards; and			-	_	-		+							-	-	+					
6.1.2	in complying with Licence Standards, ensure that neither:			-	_	-		+							-	-	+					
6.1.2.1	Operational Capability Limits; nor such technical limits or other conditions as NGET becomes aware are necessary and safe in accordance with Good Industry Practice (including, without limitation, any conditions notified to it pursuant to paragraph 4.14),																					
	are exceeded or would be exceeded on the occurrence of a Secured Event.																					
6.2	NGET shall not be in breach of paragraph 6.1 where an Unsecured Event causes or would cause Operational Capability Limits or other relevant limits to be exceeded.							\bot							\vdash				1 1			
6.3	In the event that NGET shall at any time become aware that Operational Capability Limits or, where relevant, other conditions notified to it pursuant to paragraph 4.14 are being or have been exceeded, then NGET shall, in accordance with Licence Standards, where applicable, immediately:																					
6.3.1	direct or configure the relevant Transmission System or take such other steps as are appropriate so that such Operational Capability Limits or other conditions are no longer being exceeded; inform the relevant Transmission Owner including, without limitation, by providing (in reasonable but not excessive detail) details of and reasons for the Operational																					
6.3.3	Capability Limits or other conditions being exceeded; and without prejudice to any other rights and remedies arising under this Code, identify and carry out (in consultation with the Transmission Owner where appropriate)	X																				_
6.4	such actions as are reasonably necessary and appropriate to ensure that such event shall not re-occur. NGET shall (except to the extent otherwise agreed with the relevant Transmission Owner) notify a Transmission Owner, as a matter of urgency, if NGET becomes	X	<u> </u>					$\perp \perp$														
0.4	aware (otherwise than from such Transmission Owner) of any Event or circumstance which is or is likely to materially affect such Transmission Owner's provision of Transmission Services in accordance with its Services Capability Specification, including of any current or likely Services Reduction or Services Reduction Risk.	X																				
PART TWO	TRANSMISSION OUTAGE PLANNING																					
1	INTRODUCTION This Continue C. Bott True deals with the placement and implementation of Outcome and the C.B. True entire C. Sectors, and acts out the presence for																					
7.7	This Section C, Part Two deals with the placement and implementation of Outages on the GB Transmission System, and sets out the processes for:			+	+	\vdash		++	+	\dashv		+			\vdash	$\vdash \vdash$	++	++	++		++	+
1.1.1	the co-ordinated development of Outage Proposals by each Transmission Owner;	 		+	\dashv	\vdash		+	+						\vdash	\vdash	+		+		 	+
1.1.2	NGET to prepare Outage Plans for the GB Transmission System taking into account each Transmission Owner's Outage Proposals;		++	+	+	\vdash		++	+	+		++	\vdash		$\vdash\vdash$		++		+	++	+++	+
1.1.3	the real-time implementation of each Outage through a pre-agreed Outage Implementation Process; and provision for the reinstatement of Transmission Services which are the subject of an Outage, where so directed by NGET.																					
2 2.1	OUTAGE PLAN In accordance with the provisions of this Section C, Part Two, NGET shall develop and maintain a separate Outage Plan of the Outages which are planned to occur								VV	V V		V	V									
	on the GB Transmission System in respect of each current and each of the following six Financial Years.								^	^ ^		^	^									

Sec	tion C	# ·	ting ment	ent	nation	ment	1		ests	rties				Setting	D		cation	ks	osure	Testing	anning
		Operational Switching Alarm and Event Managemer	Post Event Analysis and Repor Real Time Data Change Manage	Real Time Datalink Manageme Real Time Data Provision	Provision of Asset Operational Inform Operational Telephony	Black Start De-synchronised Island Manage	System Incident Managemen	Protection Testing	Circuit Live Trip and DAR Tes Operational Tests and System T	Safety Co-ordination between Pa	Asset Nomenclature Outage Planning	Outage Data Exchange TO Outage Change Costing	Data Exchange Mechanism Invoicing and Payment	Data Exchange for Annual Charging	Customer Charging Enquiries	Investment Planning Feasibility Study	Connection and Modification Applic	TEC Changes Request for a Statement of Wor	Variation to Agreements Construction Process & Scheme Cl	Operational Notification & Compliance Commissioning and Decommissi Application Fee	Seven Year Statement Production of Models for GB System Pla
		01-1	03-1	04-2 04-3	04-4	06-1	06-3	06-4 08-1	08-3	09-1	10-1 11-1	11-2	12-1	14-1	14-3	16-1	18-1	18-3	18-6	19-3 19-4 19-6	20-1
2.2	NGET shall update each Outage Plan from time to time to reflect the best and most current information available to it and so that each contains, to the extent and in such detail as is reasonably practicable and appropriate at the time, a description of those Outages which are planned to occur on the GB Transmission System during the course of the relevant Financial Year. These may include Outages proposed by each Transmission Owner pursuant to this Section C, Part Two and any other Outages which NGET plans in respect of the GB Transmission System.							X	x x z	«	X	x									
2.3	NGET shall ensure that, to the extent that it is reasonable and appropriate to do so, each Transmission Owner is provided with the most up-to-date version of those parts of each Outage Plan as contain or relate to Outages of, or any other Outages which are likely to materially affect, that Transmission Owner's Transmission System. In each case, NGET shall identify those changes made to an Outage Plan since the last version provided to the relevant Transmission Owner.							X	x x	<	X	X									
2.4	In the course of developing its Outage Plans, NGET shall, to the extent that it is reasonable and practicable to do so:							X	X X X	<	X	X									
2.4.1	discuss and exchange relevant information with each other Party to the extent that such information is likely to have a material effect on the Outages proposed by such other Party and including, without limitation, the data in respect of User Outages set out in Schedule 3; and							X	x x x	<	X	Х									
2.4.2	take into account each Outage Proposal in the preparation of its Outage Plan for the relevant Financial Year (any dispute in relation to the manner in which matters contained in an Outage Proposal are included or not included in an Outage Plan shall be referable to the Authority as a Dispute pursuant to Section H, paragraph 4.1).							X	x x	<	×	X									
3	OUTAGE PROPOSALS																				
3.1	Each Transmission Owner shall co-operate and assist NGET in developing NGET's Outage Plans, including by:										X						\perp				
3.1.1	developing and maintaining Outage Proposals, in accordance with paragraph 3.2, with the objective of providing NGET with a proposed placement of Outages for each Financial Year that facilitates as co-ordinated and economical placement of Outages on the GB Transmission System as is reasonably foreseeable and practicable, given the information available to such Transmission Owner; and										×										
3.1.2	providing NGET with the most up-to-date version of each of its Outage Proposals up until the date on which the final version of each such Outage Proposal is submitted to NGET pursuant to paragraph 3.7.										X										
3.2	Each Transmission Owner shall develop and maintain, in consultation with NGET, a separate Outage Proposal of the Outages which are planned to occur on the Transmission Owner's Transmission System in respect of the current and each of the following six Financial Years.										X										
3.3	Each Transmission Owner shall update each Outage Proposal from time to time, up until the final version of its Outage Proposal is submitted under paragraph 3.7, to reflect the best and most current information available to it and so that each contains, to the extent and in such detail as is reasonably practicable and appropriate at the time, a description of those Outages which are planned to occur on its Transmission System during the course of the relevant Financial Year.										X										
3.4	Each Transmission Owner shall, in preparing its Outage Proposal in respect of each Financial Year, and NGET shall, in planning Outages on its Transmission System in respect of each Financial Year, discuss and exchange relevant information with each other Party to the extent that such information is likely to have a material effection the Outages of such other Party.										X										
3.5	Each Transmission Owner shall develop its Outage Proposals taking into account, to the extent that it is reasonable and practicable to do so, the activities and reasonable requests of each other Party and the information provided to it under this Code.										X										
3.6	Each Transmission Owner shall, at the request of NGET, take all reasonably practicable steps to assist NGET in co-ordinating and facilitating User Outages and Outages of each other Party.									\prod	X										
3.7.1	On or before Week 28, each Transmission Owner shall submit to NGET the final version of such Transmission Owner's Outage Proposal for the following Financial Year, and shall ensure that such Outage Proposal is as full and complete as reasonably practicable and contains, without limitation: the proposed start and finish date(s) and times of each Outage;					$\bot \bot$				$\perp \perp$	X				$\perp \downarrow \downarrow$		\vdash			$\perp \downarrow$	$\frac{1}{1}$
3.7.1	the proposed start and tinish date(s) and times of each Outage; details of the technical limits which the Transmission Owner anticipates will apply to its Transmission Services whilst they are the subject of the Outage (where not otherwise specified, Transmission Services on Outage shall be deemed to be wholly withdrawn);					++					X						\sqcap			++	++-
3.7.3	if necessary, any information about the associated configuration of any parts of the GB Transmission System and associated arrangements that may be required in relation to the Outage;					$\dagger \dagger$				11	X										
3.7.4	information to assist NGET with the efficient sequencing of Outages, including the relationship, if any, between each Outage and any other proposed Outages;										X									4	
3.7.5 3.7.6	an indication of the importance which the Transmission Owner affixes to each Outage; details of the Transmission Owner's flexibility margins in respect of each Outage (for example, alternative dates upon which they could be taken, or the potential for	++			+	++	++	++	+	++	X			+	+	+	+			++	+
3.7.7	movement of other Outage dates or times); the Emergency Return to Service Time for those parts of the Transmission System associated with each Outage (including, where appropriate, a statement of the			+			+	+			X				+	+	\vdash			++	++-
	steps that would be taken to restore the provision of the relevant associated Transmission Services or such alternative steps as NGET and the relevant Transmission Owner may agree which are intended to give a similar or substitutive effect and, where such steps do not restore such Transmission Services to their Normal Capability Limits, the limits which would otherwise apply),										X										
	(the matters in sub-paragraphs 3.7.5, 3.7.6 and 3.7.7 being here referred to together as "Flexibility Parameters").						士士				X									士士	
3.8	Following the submission of its final Outage Proposal pursuant to paragraph 3.7, a Transmission Owner shall not make or submit any further change(s) to its Outage Proposal for the following Financial Year and any further changes to the Outage Plan for such Financial Year shall be made in accordance with paragraph 5.										X										
4	NGET ISSUE OF THE OUTAGE PLAN																				

1.1 Dit of before views 3.1 NOET statel issue is each Transmission Owner soft parts of the Custage Plan for the following Financial Versit fleer (Linguistic March Transmission Owner and England State of the Views of the Custage Versit of the Views of t	1 Feasibility Study 1 Connection and Modification Application 2 Use of System Application 3 TEC Changes 4 Request for a Statement of Works 6 Variation to Agreements 7 Construction Process & Scheme Closure 7 Commissioning and Decommissioning 6 Application Fee 7 Application Fee 7 Application Fee 7 Bood without Mindels for CR System Planning	-1 Investment Planning -1 Feasibility Study -1 Connection and Modification Application	-1 Data Exchange for Annual Charging Setting -2 Data Requirements for Charging	Data Excha Invoicing	-2 Outage Data Exchange	-1 Asset Nomenclature -1 Outage Planning	Safety Co-or Publi	ď	Prote Circuit Live	-3 System Incident Management -4 Contingency Arrangements	Ğ	Provision of Asset Operational InformationOperational Telephony	-2 Real Time Datalink Management -3 Real Time Data Provision	Post Event Analysis and Reporting Real Time Data Change Management	-1 Operational Switching -1 Alarm and Event Management	-1 Operational Switching		Sec
materially affect and "Transmission Owner's Transmission Owner's and Start Commission Owner's and Start	18-1 18-1 18-2 18-3 18-4 19-5 19-5 19-6 19-6 19-6 19-6 19-6 19-6 19-6 19-6	16 17 18	14	13	ξ;	5 5	60	888	80 80	90	90	9 9	0 0	03	02	6		4.1
Justice and other third particles from time to time resisting to any graphment changes in the Outage Plan in respect of Outages which are field to resistance of the Plant of the Outage Plant in the elevation of the Plant of the Outage Plant in the outage Plant in the Outage Plant of						X											affect, that Transmission Owner's Transmission System.	
Transmission Dames and from there and enterwise, and information of the Coutage Plan as cover Outages of, or any other Coutage with an inkey to materially allott, that Transmission Owner's Transmiss						X										0	d other third parties from time to time relating to any proposed changes to the Outage Plan in respect of Outages of, or any other Outages which are likely to affect, such Transmission Owner's Transmission System.	4.2
For the avoidance of doubt, any involvement or discussions of Transmission Owners with NGET or Users or other things paragraph 6. Set OHANGE PROCESS FOLLOWING ISSUE OF FINAL VERSION OF OUTAGE PROPOSAL The paragraph 5.51 and virially apply to an Outgap Plan from the delivening requirement of the process of the following principal or process for the following Principal or Proposals for the following Principal or Principal						×											sion Owners and from Users and otherwise, and shall revise and re-issue to each Transmission Owner such parts of the Outage Plan as cover Outages of,	4.3
This paragraph Shall only apply to an Outage Plan (roth the date on which Transmission Owners are required to have submitted to NGET their final Outage Proposals for the following Planca under review at all times (including up to the end of an Outage) and as soon as a Party becames sware that a change is required to such Outage Plan, including any requirement for a new Outage or Annoyes to the scheduled dates or times existing Outage, that Party shall: 5.2.1 If it is a Transmission Owner, request a change to the Outage Plan to NGET including with such request a brief description of the reasons(e) for the change; or 15.2.2 If it is a Transmission Owner has NGET itself requests or another Transmission Owner has necessed a request under sub- affect. that Transmission Owner has necessed any other Outage Plan to NGET including with such request a brief description of the change; or 15.2.3 If it is NGET, notify each Transmission Owner has not the Transmission Owner has not the seasons(e) for the change; affect, that Transmission Owner has not been described in the change of the chan						X											voidance of doubt, any involvement or discussions of Transmission Owners with NGET or Users or other third parties under this paragraph 4 shall be in	4.4
Proposals for the following Financial Year pursuant to paragraph 3.7. 5.2 Each Party shall keep the Outage Plan under review at all times (including up to the end of an Outage) and as soon as a Party becomes aware that a change is required to such Outage Plan, including any requirement for a new Outage or changes to the scheduled dates or times for, or cancellation of, an existing Outage, that Party shall: 5.2.1 if it is a Transmission Owner, request a change to the Outage Plan to NGET including with such request a brief description of the reasons(e) for the change; or 5.2.2 if it is NGET notify can be outage. Plan to MGET including with such requests a brief description of the reasons(e) for the change; or 5.2.2 if it is NGET notify can transmission Owner that NGET itself requests or another Transmission Owner has requested where it has received a request under subparagraph 5.2 change to the extent that it considers that such change elicitor of the changes of th																	PROCESS FOLLOWING ISSUE OF FINAL VERSION OF OUTAGE PROPOSAL	5
required to such Outage Plan, including any requirement for a new Outage or changes to the scheduled dates or times for, or cancellation of, an existing Outage, that Party shalt: 5.2.1 If it is a Transmission Owner, request a change to the Outage Plan to NGET including with such request a fire including with such request a property of the reason(s) for the change, or 5.2.2 if it is NGET, notify each Transmission Owner than NGET itself requests or another Transmission Owner than NGET itself requests or another Transmission Owner than NGET itself requests or another Transmission Owner owner transmission Owner trans						X											for the following Financial Year pursuant to paragraph 3.7.	
Fig. 18 in SNET, notify each Transmission Owner that NSET itself requests or another Transmission owner has request under subgraquab 5.2.1 a change of the Outage Plan to the extent that it considers that such change affects Outages of, or any other Outages which are likely to materially affect, that Transmission Owner's Transmission System, with a brief description of the reason(s) for the change. 5.3 A request made or notice provided pursuant to paragraph 5.2 may be made or provided vortably where it is necessary and expedient to do so, provided that such request or notice is confirmed in writing as soon as reasonably practicable by the Party making 8. 5.4 Any request for an ewo Outage made pursuant to paragraph 5.2 shall explore the outage Plan and a brief description of the reasonably practicable, the matters set out in paragraph 3.7. 5.5 The obligation set out in paragraph 5.2 shall apply to the review by NSET of the Outage Plan as a whole and by each Transmission Owners only in respect of such varies of the Outage Plan and a strangeroph 4.3. 5.6 The Parties shall at all times up to the end of an Outage also keep the information provided to each other in connection with each Outage Plan under review and shall promptly notify each other Party of sany changes in circumstances requiring changes to such information. 5.7 Following a request for a change to an Outage Plan made pursuant to paragraph 5.2 shall agree how the change may be accommodated. Any failure to agree shall be referable by any of the relevant Parties on the Authority, as a Dispute in accordance with Section II, paragraph 4.3 and the relevant Parties on the Authority of the Authority as a Dispute leferance of the Authority of the Authorit						×										ıt	o such Outage Plan, including any requirement for a new Outage or changes to the scheduled dates or times for, or cancellation of, an existing Outage, that	5.2
paragraph 6.2.1) a change to the Outage Plan to the extent that it considers that such change affects Outages (in car you ther Outages which are likely to materially affect, that Transmission Owners' Owners only in capacity of the Outage Plan as a water owners on the Outage Plan as a whole and by each Transmission Owners only in respect of such parts of the Outage Plan as have been disclosed to it under paragraph 4.3. 5.6 The Parties shall at all times up to the end of an Outage also keep the information provided to each other in connection with each Outage Plan under review and shall promptly notify each other Party of any changes in circumstances requiring changes to such information. 5.7 Following a request for a change to an Outage Plan made pursuant to paragraph 5.2, the Party requesting such change and any Transmission Owners which receive notification pursuant to sub-paragraph 5.2 ach party end promoteded. Any failure to agree shall be reflexable by any of the relevant Parties to the Authority as a Dispute in accordance with Section H, paragraph 4.1. 5.8 NGET shall promptly update the Outage Plan to adopt such change, subject to any subsequent determination of a Dispute referred to the Authority pursuant to paragraph 5.7. and in the event of a failure to agree NGET may, at its discretion, give effect to a change, including by updating the Outage Plan to adopt such change, subject to any subsequent determination of a Dispute referred to the Authority pursuant to paragraph 5.7. 5.9.1 On and from the date on which NGET re-issues the Outage Plan for the following Financial Year pursuant to paragraph 4.3, it shall maintain for 5 years a register which records in relation to any requested for a change to the Outage Plan and a brief descri						X												
request or notice is confirmed in writing as soon as reasonably practicable by the Party making it. 4. Any request for a new Outage made pursuant to paragraph 5.2 shall include, to the extent reasonably practicable, the matters set out in paragraph 3.7. 5.5 The obligation set out in paragraph 5.2 shall apply to the review by NGET of the Outage Plan as a whole and by each Transmission Owners only in respect of such parts of the Outage Plan as have been disclosed to it under paragraph 4.3. 5.6 The Parties shall at all times up to the end of an Outage also keep the information provided to each other in connection with each Outage in the Outage Plan under review and shall promptly notify each other Party of any changes in circumstances requiring changes to such information. 5.7 Following a request for a change to an Outage Plan made pursuant to paragraph 5.2, the Party requesting such change and any Transmission Owners which receive notification pursuant to sub-paragraph 5.2.2 shall agree how the change may be accommodated. Any failure to agree shall be referable by any of the relevant Parties to the Authority as Dispute in accordance with Section H, paragraph 5.7 and in the event of a failure to agree NGET may, at its discretion, give effect to a change, including by updating the Outage Plan to adopt such change, subject to any subsequent determination of a Dispute referred to the Authority pursuant to paragraph 5.7. 5.9 On and from the date on which NGET re-issues the Outage Plan for the following Financial Year pursuant to paragraph 4.3, it shall maintain for 5 years a register which records in relation to any request for a change to such Outage Plan which is made after that date in accordance with this paragraph 5 (including any cancellation of an Outage): 5.9.1 a description of the change, including (where appropriate) the date(s) and times specified for an Outage Plan at the time of the change and as changed; 5.9.2 the identity of the Party which proposed or requested the change; and 5.9.3 a brief des						×											ph 5.2.1) a change to the Outage Plan to the extent that it considers that such change affects Outages of, or any other Outages which are likely to materially	5.2.2
5.5 The obligation set out in paragraph 5.2 shall apply to the review by NGET of the Outage Plan as a whole and by each Transmission Owners only in respect of such parts of the Outage Plan as have been disclosed to it under paragraph 4.3. 5.6 The Parties shall at all times up to the end of an Outage also keep the information provided to each other in connection with each Outage Plan under review and shall promptly notify each other Party of any changes in circumstances requiring change to so such information. 5.7 Following a request for a change to an Outage Plan made pursuant to paragraph 5.2, the Party requesting such change and any Transmission Owners which receive notification pursuant to sub-paragraph 9.2 shall agree how the change may be accommodated. Any failure to agree shall be referable by any of the relevant Parties to the Authority as a Dispute in accordance with Section H, paragraph 4.1. 5.8 NGET shall promptly update the Outage Plan to adopt any change agreed pursuant to paragraph 5.7 and in the event of a failure to agree NGET may, at its discretion, give effect to a change, including by updating the Outage Plan to adopt such change, subject to any subsequent determination of a Dispute referred to the Authority pursuant to paragraph 5.7. 5.9 On and from the date on which NGET re-issues the Outage Plan for the following Financial Year pursuant to paragraph 4.3, it shall maintain for 5 years a register which records in relation to any request for a change to such Outage Plan which is made after that date in accordance with this paragraph 5.7 (including any cancellation of an Outage): 5.9.1 a description of the change, including (where appropriate) the date(s) and times specified for an Outage in the Outage Plan at the time of the change and as changed; 5.9.2 the identity of the Party which proposed or requested the change; and 5.9.3 a brief description of the reason for the change; 5.9.4 including change to such a change to the Outage Plan and a brief description of the reasons for the deci						X											r notice is confirmed in writing as soon as reasonably practicable by the Party making it.	5.3
parts of the Outage Plan as have been disclosed to it under paragraph 4.3. 5.6 The Parties shall at all times up to the end of an Outage also keep the information provided to each other in connection with each Outage in the Outage Plan under review and shall promptly notify each other Party of any changes in circumstances requiring changes to such information. 5.7 Following a request for a change to an Outage Plan made pursuant to paragraph 5.2, the Party requesting such change and any Transmission Owners which receive notification pursuant to sub-paragraph 5.2 shall agree how the change may be accommodated. Any failure to agree shall be referable by any of the relevant Parties to the Authority as a Dispute in accordance with Section H, paragraph 4.1. 5.8 NGET shall promptly update the Outage Plan to adopt any change agreed pursuant to paragraph 5.7 and in the event of a failure to agree NGET may, at its discretion, give effect to a change, including by updating the Outage Plan to adopt such change, subject to any subsequent determination of a Dispute referred to the Authority pursuant to paragraph 5.7. 5.9 On and from the date on which NGET re-issues the Outage Plan for the following Financial Year pursuant to paragraph 4.3, it shall maintain for 5 years a register which records in relation to any request for a change to such Outage Plan which is made after that date in accordance with this paragraph 5 (including any cancellation of an Outage): 5.9.1 a description of the change, including (where appropriate) the date(s) and times specified for an Outage Plan at the time of the change and as changed; 5.9.2 the identity of the Party which proposed or requested the change; and 5.9.3 a brief description of the reason for the change; and 5.9.3 a indicator of whether NGET made such a change to the Outage Plan and a brief description of the reasons for the decisions including an indication of any withdrawal of a request for an outage change by the party proposing or requesting the change; and 5.9.5 in relati			'	+++		X		+++										• • •
review and shall promptly notify each other Party of any changes in circumstances requiring changes to such information. 5.7 Following a request for a change to an Outage Plan made pursuant to paragraph 5.2, the Party requesting such change and any Transmission Owners which receive notification pursuant to sub-paragraph 5.2. shall agree how the change may be accommodated. Any failure to agree shall be referable by any of the relevant Parties to the Authority as a Dispute in accordance with Section H, paragraph 4.1. 5.8 NGET shall promptly update the Outage Plan to adopt any change agreed pursuant to paragraph 5.7 and in the event of a failure to agree NGET may, at its discretion, give effect to a change, including by updating the Outage Plan to adopt such change, subject to any subsequent determination of a Dispute referred to the Authority pursuant to paragraph 5.7. 5.9 On and from the date on which NGET re-issues the Outage Plan for the following Financial Year pursuant to paragraph 4.3, it shall maintain for 5 years a register which records in relation to any request for a change to such Outage Plan which is made after that date in accordance with this paragraph 5 (including any cancellation of an Outage): 5.9.1 a description of the change, including (where appropriate) the date(s) and times specified for an Outage in the Outage Plan at the time of the change and as changed: 5.9.2 the identity of the Party which proposed or requested the change; and 5.9.3 a brief description of the reason for the change; 5.9.3 a indicator of whether NGET made such a change to the Outage Plan and a brief description of the reason for the change; 5.9.4 in inclusion to an Outage Change by the party proposing or requesting the change; and 5.9.5 in relation to an Outage Change (as defined in the licence), the net costs reasonably incurred by the Transmission Owner as a result of the Outage Change as declared to NGET and which are agreed by NGET and which are agreed by NGET and which are agreed by NGET and which are agree						X											e Outage Plan as have been disclosed to it under paragraph 4.3.	
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5.9.3 a brief description of the reason for the change; 5.9.4 a indicator of whether NGET made such a change to the Outage Plan and a brief description of the reasons for the decisions including an indication of any withdrawal of a request for an outage change by the party proposing or requesting the change; and 5.9.5 in relation to an Outage Change (as defined in the licence), the net costs reasonably incurred by the Transmission Owner as a result of the Outage Change as declared to NGET and which are agreed by NGET and the Transmission Owner or where there is a failure to agree, as the Authority determines pursuant to	+++++++++++	+++	+	+ + +		X		+++	$\dagger \dagger$								·	5.9.2
withdrawal of a request for an outage change by the party proposing or requesting the change; and 5.9.5 in relation to an Outage Change (as defined in the licence), the net costs reasonably incurred by the Transmission Owner as a result of the Outage Change as declared to NGET and which are agreed by NGET and the Transmission Owner or where there is a failure to agree, as the Authority determines pursuant to						X												
declared to NGET and which are agreed by NGET and the Transmission Owner or where there is a failure to agree, as the Authority determines pursuant to						X											wal of a request for an outage change by the party proposing or requesting the change; and	
					>	X											d to NGET and which are agreed by NGET and the Transmission Owner or where there is a failure to agree, as the Authority determines pursuant to ph 9 of Schedule A to the Transmission Owner's Licence.	5.9.5
5.1 NGET shall make the register in paragraph 5.9 available to each Transmission Owner to the extent that it contains information in respect of Outages of, or any other Outages which are likely to materially affect, that Transmission Owner's Transmission System.						X											which are likely to materially affect, that Transmission Owner's Transmission System.	5.1

Sec	tion C	1-1 Operational Switching	2-1 Alarm and Event Management 3-1 Post Event Analysis and Reporting	4-1 Real Time Data Change Management	4-3 Real Time Data Provision	4-4 Provision of Asset Operational Information 4-5 Operational Telephony	De-	6-3 System Incident Management Contingency Arrangements		08-3 Operational Tests and System Tests 08-4 User Tests	Safety Co-or Publi	0-1 Asset Nomenclature 1-1 Outage Planning	11-2 Outage Data Exchange TO Outage Change Costing	Dai	4-1 Data Exchange for Annual Charging Setting	4-2 Customer Charging Enquiries 6-1 Investment Planning	7-1 Feasibility Study 9-1 Connection and Modification	8-2 Use of System Application TEC Changes	8-4 Request for a Statement of Works	9-2 Construction Process & Scheme Closure	19-4 Commissioning and Decommissioning Application Fee	9-6 O-1 Seven Year Statement D-1 Production of Models for GB System Planning
6.1	NGET, and each Transmission Owner in relation to whose Transmission System an Outage contained in the Outage Plan is due to occur, shall jointly prepare for such Outage including by agreeing over a reasonably prudent period beforehand the process required (and the associated configuration of the GB Transmission System that will be required) to be undertaken by each Party in order to implement the Outage in accordance with the Outage Plan (the "Outage Implementation Process").		Ö		Ó	ÓÓ	ŏŏ	o c	ÖÖ	ÖÖ	000	×	<u> </u>						7 7		7	2 2 2
6.2	Any failure to agree shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1. In the event that NGET and a Transmission Owner shall at any time be unable to agree the Outage Implementation Process to apply in respect of an Outage, the Outage Implementation Process shall be as directed by NGET subject to the subsequent determination of any Dispute referred to the Authority pursuant to paragraph 6.1.											X										+
6.3	The Transmission Owner on whose Transmission System an Outage is due to occur or is occurring shall notify NGET of the extent and duration of any change(s) in							$\dagger \dagger$	$\dagger \dagger$			X							$\dagger \dagger$	++	#	++
6.3.1	Operational Capability Limits that will apply to such Transmission Services as are affected by such Outage, in each case: at the same time as the Transmission Owner makes any request to NGET pursuant to paragraph 5.2 which would have the effect of varying a notification already											X								++	++	++
6.3.2	given under this paragraph 6.3; and immediately following receipt of a direction from NGET for the discontinuance of such Outage pursuant to paragraph 7.	+				+ +	-				++	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		+ +	++	++	++		+ +	++	++	++
6.4	NGET, and the Transmission Owner in relation to whose Transmission System the Outage will occur or is occurring (as appropriate), shall each comply with and	++		++	+	\dashv	+		+					++	++	+	++	++	++	++	++	++
	undertake such actions as are required of them under and in accordance with the Outage Implementation Process.	Ш										X										
6.5	Where a Party becomes aware of any matter which may affect its ability to meet its obligations pursuant to an Outage Implementation Process, it shall promptly notify the other Party and both shall agree a change to such Outage Implementation Process. Any failure to agree shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1.											×										
6.6	In the event that two Parties shall at any time be unable to agree a change to an Outage Implementation Process under paragraph 6.5, such Outage Implementation Process shall be remain unchanged, subject to the subsequent determination of any Dispute referred to the Authority pursuant to paragraph 6.5.											X										
7	EMERGENCY RETURN TO SERVICE DURING AN OUTAGE																					
7.1	NGET may at any time direct that a Transmission Owner discontinue an Outage within the relevant Emergency Return to Service Time, whether or not expiry of the planned period of the Outage is otherwise imminent, by so notifying the relevant Transmission Owner, provided that:											X										
7.1.1	NGET shall consult with such Transmission Owner before issuing any such direction (any dispute in relation to a direction made by NGET pursuant to this paragraph 7.1 shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1); and											X										
7.1.2	pending the subsequent resolution of any Dispute referred to the Authority under sub-paragraph 7.1.1, the relevant Transmission Owner shall, if NGET so requests, take the steps proposed in relation to such Outage pursuant to sub-paragraph 3.7.7 of this Section C, Part Two (or as otherwise agreed with NGET) to restore the provision of Transmission Services.											×										
7.2	A direction notified pursuant to paragraph 7.1 may be notified verbally where it is necessary and expedient to do so, provided that NGET confirms such direction in writing as soon as reasonably practicable.											X										
PART THRE																						
1	INTRODUCTION This Control Or Port Three dealers it.																			44	44	44
1.1.1	This Section C, Part Three deals with: the Testing of each Transmission Owner's Transmission System and arrangements between the Parties to facilitate the testing and commissioning of User Equipment;																			++-	++	
1.1.2	Transmission Owners entering into Interface Agreements with Users in relation to Connection Sites and New Connection Sites; and	1																		士十	<u></u>	<u> </u>
1.1.3	other operational matters including Event Reporting and Joint Investigations, Black Start, and the De-energisation of User Equipment.	П																				
2	TESTING TRANSMISSION OWNER'S TRANSMISSION SYSTEMS																					
2.1.1	Testing Where reasonably requested by another Party, each Party shall to the extent that it is reasonably practicable for it to carry out Tests on its Transmission System (and in the case of NGET, the GB Transmission System) and shall co-operate with the carrying out of Tests by such other Party on that Party's Transmission System (and where such other Party is NGET, the GB Transmission System).									X												
2.1.2	Where reasonably requested by NGET, a Transmission Owner shall provide access to its Test results and maintenance records in relation to any of its Plant or Apparatus located on Users' Sites.									Х												
2.2	Commissioning and on-load testing of User Equipment																					
2.2.1	A Transmission Owner shall, where requested by NGET, assist with the commissioning and on-load testing of a User Equipment or equipment for which a User is responsible and NGET shall pay Reasonable Charges to the Transmission Owner in respect of any assistance so provided. REQUIREMENT TO ENTER INTO INTERFACE AGREEMENT									X										X	X	
3.1	In relation to Connection Sites and New Connection Sites in Scotland, each Transmission Owner to whose Transmission System such Connection Site or New Connection Site is or will be connected shall, and NGET shall procure that each relevant User shall, enter into an Interface Agreement in a form to be agreed between such Transmission Owner and User but based substantially on the form set out in Exhibit O, Part B to the CUSC where such Interface Agreement(s) is/are required.																					

Sect	tion C	ement	nagement gement	sion Information	ıny	nagement ement	nents J	R Tests tem Tests	en Parties ty	9.	sting nism	int rging Setting	narging uiries	g	Application ition	f Works	me Closure	missioning	int om Planning
		Alarm and Event Manag Post Event Analysis and R	Real Time Data Change Mar	Real Time Data Provis Provision of Asset Operational	Operational Telepho Black Start	De-synchronised Island Ma System Incident Manage	Contingency Arrangen Protection Testing	Circuit Live Trip and DAR Operational Tests and Syst User Tests	Safety Co-ordination betwee	Asset Nomenclatur Outage Planning	utage Cha utage Cha Exchange	Invoicing and Payme Data Exchange for Annual Cha	Data Requirements for Ch Customer Charging End	Investment Planning Feasibility Study	Connection and Modification / Use of System Applica	Request for a Statement o	Construction Process & Scher Operational Notification & Compl	Commissioning and Decomi Application Fee	Seven Year Stateme Production of Models for GB Syste
		02-1	04-1	04-3	04-5	06-2 06-3	06-4	08-2 08-3	09-1	10-1	11-3	13-1	14-2	16-1	18-1	18-3	19-2 19-3	19-4 19-6	20-1
3.2	A Transmission Owner shall notify NGET as soon as reasonably practicable after it has concluded a binding Interface Agreement with a User.																		
	EVENT REPORTING AND JOINT INVESTIGATIONS																		
	Notification of Events and Significant Incidents by Transmission Owners																		
4.1.1	Each Transmission Owner shall, as soon as it becomes aware of any Event on its Transmission System which has had or may have an Operational Effect on the GB																		
4.1.1	Transmission System or a User System, notify NGET (either verbally or in writing), as a matter of urgency, to the extent that such information is not otherwise provided to NGET pursuant to Section C, Part One, paragraphs 4.4, 4.5 or 4.6.	×																	
4.1.2	NGET shall, as soon as it becomes aware of any Event on the GB Transmission System or a User System which has had or may have an Operational Effect on a Transmission Owner's Transmission System, notify such Transmission Owner (either verbally or in writing) as a matter of urgency.	Х																	
4.1.3	Each Party may (irrespective of whether or not it has received a notification under sub-paragraph 4.1.1 or 4.1.2), in its discretion, determine that an Event is a Significant Incident and request that, where relevant, NGET or any Transmission Owner(s) whose Transmission System(s) has been or may be affected by the Significant Incident prepare and submit a report in accordance with sub-paragraph 4.1.4.	×																	
4.1.4	Each Party (the "Responding Party") shall, if requested to do so by another Party (the "Requesting Party") pursuant to sub-paragraph 4.1.3, prepare and submit a written report to the Requesting Party as soon as reasonably practicable in relation to a Significant Incident which shall include, without limitation, the following information:	×																	
4.1.4.1	a description of the Significant Incident (including, without limitation, any associated Services Reduction or Service Reduction Risk);	X	•														1 1		tt
4.1.4.2	the time and date of the Significant Incident;	X															1 1		\vdash
4.1.4.3	the location(s) of the Significant Incident;	$\frac{1}{x}$	•																\vdash
4.1.4.4	Plant and/or Apparatus directly involved (and not merely affected by the Event(s) giving rise to the Significant Incident);							+			+++	+ +			+++		++-		\vdash
4.1.4.5	a response to any question(s) raised by the Requesting Party in relation to the Event or Significant Incident; and											1 1			1				\vdash
4.1.4.6	any other information reasonably requested by the Requesting Party in relation to the Event or Significant Incident.	 										+ +							\vdash
4.1.5	Each Party shall, where reasonably requested to do so by another Party, assist in answering any questions from or otherwise providing information (in the case of NGET) to a User or in the case of any Party, to any other Party, in relation to an Event or Significant Incident on such Transmission Owner's Transmission System.	X																	
4.2.	Joint Investigations																		
4.2.1	Where a Significant Incident has occurred and a written report has been submitted to a Requesting Party under sub-paragraph 4.1.3, such Requesting Party, or any Party which has submitted a written report in relation to such Significant Incident, may request in writing to the other, and to any other Party which has been or is likely to be affected by the Significant Incident, that a Joint Investigation be conducted (all Parties participating in a Joint Investigation are referred to collectively as the "Investigation Parties").	×																	
4.2.2	As soon as reasonably practicable following a request under sub-paragraph 4.2.1, the Investigation Parties shall endeavour to agree whether to undertake a Joint Investigation and any matters related to the conduct of such Joint Investigation and which may include, without limitation:	X																	
4.2.2.1	where requested by NGET, the involvement of any User(s) or other person(s);	X			$\vdash \vdash \vdash$	+		+	++-		+	+	$\vdash \vdash \vdash$	$\vdash \vdash \vdash$	-		+	$\vdash \vdash \vdash$	\vdash
4.2.2.2	whether the Joint Investigation should also deal with any Related Significant Incidents;	X			$\vdash \vdash \vdash$	+	\vdash	++	++-		+	+	$\vdash\vdash\vdash$	$\vdash \vdash \vdash$	-		+	$\vdash\vdash\vdash$	\vdash
4.2.2.3	the form and rules of and procedure for conducting the Joint Investigation;	X			$\vdash \vdash \vdash$	+	\vdash	++	++-		+	+	$\vdash\vdash\vdash$	$\vdash \vdash \vdash$	-		+	$\vdash\vdash\vdash$	\vdash
4.2.2.4	provision for dealing with the costs of the Joint Investigation; and	X				+	+++	++	+	$\vdash \vdash \vdash$	++	+	$\vdash\vdash\vdash$		\dashv	-+	+	$\vdash \vdash \vdash$	\vdash
4.2.2.5	provision for the withdrawal of an Investigation Party or other person involved in the Joint Investigation.	X				-	+++	++	++-	++	+	+				+	+	$\vdash \vdash \vdash$	++
4.2.3	For the avoidance of doubt:	X					+++	++	+	++	++	++	$\vdash\vdash\vdash$		- $+$ $+$ $+$	++	+	$\vdash \vdash \vdash$	++
4.2.3.1	a Joint Investigation shall not be conducted unless the Investigation Parties have reached agreement pursuant to sub-paragraph 4.2.2; and	X			$\sqcup \sqcup$	\dashv		+	+		+	1	$\sqcup\sqcup$		-		+	$\sqcup \sqcup$	\vdash
4.2.3.2	a Joint Investigation shall not constitute, and shall remain separate from, any Dispute otherwise arising pursuant to Section H.	X																	
5.1.1	Notwithstanding that a Transmission Owner is not a party to the CUSC and is not thereby required to comply with the Grid Code, a Transmission Owner shall comply with sections OC9.4 and OC9.5 of the Grid Code (as amended from time to time) and any Local Joint Restoration Plan and OC9 De-Synchronised Island Procedure agreed with the Transmission Owner pursuant to those sections.				×	X	П			П									
5.1.2	NGET shall comply with, and shall procure that a User shall comply with sections OC9.4 and OC9.5 of the Grid Code and any Local Joint Restoration Plan or OC9 De-Synchronised Island Procedure agreed pursuant to OC9.4 or OC9.5 where and to the extent that such section applies to NGET and the User.				Х	Х													
,	n the event of a Total Shutdown or Partial Shutdown, NGET will, as soon as reasonably practical, inform each Transmission Owner (or, in the case of a Partial Shutdown, each Transmission Owner which in NGET's reasonable opinion need to be informed) that a Total Shutdown, or, as the case may be, a Partial Shutdown, exists and that NGET intends to implement a Black Start, following which the Parties shall comply with the processes set out in the arrangements agreed pursuant to paragraph 5.1.				x	x													
6	ENERGISATION AND DE-ENERGISATION																		
6.1	On notification from NGET, a Transmission Owner shall promptly comply with any instruction from NGET in relation to:																		
	the Energisation of User Equipment specified in such notice; or					-									-				-

Sec	etion C	Operational Switching Alarm and Event Management Post Event Analysis and Reporting	Real Time Data Change Management	Real Time Datalink Management Real Time Data Provision	Provision of Asset Operational Information Operational Telephony	Black Start De-synchronised Island Management	System Incident Management Contingency Arrangements	Protection Te Circuit Live Trip and	Operational Tests and System Tests User Tests	Safety Co-ordination between Parties Public and Site Safety	Asset Nomenclature Outage Planning	Outage Data Exchange TO Outage Change Costing	Invoicing and Payment	Data Requirements for Charging Customar Character Englisher	Investment Planning Feasibility Study	Connection and Modification Application	TEC Changes Request for a Statement of Works	Variation to Agreements Construction Process & Scheme Closure	Operational Notification & Compliance Testing Commissioning and Decommissioning	Seven Year Statement Production of Models for GB System Planning
		01-1	04-1	04-2 04-3	04-4	06-1 06-2	06-3 06-4	08-1 08-2	08-3 08-4	09-1	10-1	11-2	13-1	14-2	16-1	18-1	18-3	18-6	19-3 19-4	19-6 20-1 22-1
6.1.2	the De-energisation of User Equipment specified in such notice.																			
7.1	PROVISION OF TRAINING NGET and each Transmission Owner, upon reasonable request from the other including, without limitation, as to numbers and duration, provide such nominated personnel as shall be agreed between NGET and such Transmission Owner and at the expense of the Party providing such training, with training on the processes that NGET or the Transmission Owner (as appropriate) is required to follow, or that it may otherwise develop, in the discharge of its obligations arising in relation to paragraph 5 of this Part Three.										П	П		П	П	П				
7.2	Any training provided pursuant to paragraph 7.1 shall be in such form and on such terms as the Party providing such training shall, at its discretion, determine is reasonable and both relevant Parties shall co-operate in the performance of such training.																			
7.3	Any dispute arising in relation to the provision of, or failure to provide, training pursuant to this paragraph 7, shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1.																			
8	GB TRANSMISSION SYSTEM PERFORMANCE REPORTING																			
8.1	NGET shall discuss and evaluate with each Transmission Owner any proposed changes to the statement ("Condition C17 Statement") setting out the criteria by which system availability, security and service quality of the GB Transmission System may be measured pursuant to Standard Condition C17 of its Transmission Licence which may be proposed by NGET or a Transmission Owner.																			
8.2	NGET shall, prior to seeking the approval of the Authority for any change to the Condition C17 Statement, consult with each Transmission Owner and take into account any concerns that a Transmission Owner may have regarding changes to the costs it would incur by complying with its obligations under Standard Condition D3 of its Transmission Licence as a consequence of any proposed change to the statement.	>	×																	
8.3	Parties shall agree a timetable for the key stages of the production of the GB Transmission System Performance Report ("GB Transmission System Performance Report Timetable") to enable NGET to meet its obligations for submission of the report to the Authority within the specified timescales of Standard Condition C17. Any failure to agree a GB Transmission System Performance Report Timetable may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.																			
8.4	In the event that NGET and a Transmission Owner fail to agree a GB Transmission System Performance Report Timetable, or any part thereof, then, subject to the determination of any Dispute referred to the Authority pursuant to paragraph 8.3, the Transmission Owner shall comply with such timetable as NGET may specify.																			
8.5	Following the submission of relevant information from each Transmission Owner pursuant to Paragraph 2 of Standard Condition D3 of the Transmission Owner's Transmission Licence, NGET shall provide to each Transmission Owner those parts of the initial draft text of the report produced pursuant to Paragraph 3 of Standard Condition C17 of NGET's Transmission Licence ("GB Transmission System Performance Report") as are of relevance to it and shall liaise with each of them in order to agree any amendments to the initial draft text of the GB Transmission System Performance Report requested by a Transmission Owner. Any failure to agree such amendments to the initial draft text of the report may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.																			
8.6	In the event that NGET and a Transmission Owner fail to agree any amendments to the initial draft text of the GB Transmission System Performance Report then, subject to the determination of any Dispute referred to the Authority pursuant to paragraph 8.5, NGET's proposals in respect of such amendments shall prevail.	40 40 -		4	40 0		0 0		0 -		4 50		0 0							
		12 10 2	20 1	1 1	10 2	3 3	2 2	6 6	8 7	0 0	1 58	6 1	0 0 0	0 0	0 0	0 0	0 0	0 0	1 1 1	0 0 0

Sec	tion D	1 Operational Switching	Alarm and Event Management Post Event Analysis and Reporting	Real Time Data Change Management Real Time Datalink Management	3 Real Time Data Provision	Provision of Asset Operational Information Operational Telephony	1 Black Start De-synchronised Island Management	System Incident Management Contingency Arrangements	1 Protection Testing	3 Operational Tests and System Tests Liser Tests	Safety Co-ordination between Parties	1 Asset Nomenclature Outage Planning	2 Outage Data Exchange3 TO Outage Change Costing	1 Data Exchange Mechanism Invoicing and Payment	Data Exchange for Annual Charging Setting Data Requirements for Charging	Customer Charging Enquiries Investment Planning	Feasibility Study Connection and Modification Application	2 Use of System Application TEC Changes	4 Request for a Statement of Works 6 Variation to Agreements	Construction Process & Scheme Closure Operational Notification & Compliance Testing	 Commissioning and Decommissioning Application Fee Seven Year Statement 	-1 Production of Models for GB System Planning
		01.	02.	9 4 4	04-	40 2	90	90	8 8		60	1 10 2	<u></u>	13	14-	14-	17 18	\$ 6	8 8	19-	20 13	22
	PLANNING CO-ORDINATION																	44				4
	TRANSMISSION PLANNING NTRODUCTION																					
1.1	This Section D, Part One deals with the planning and development of Transmission Owners' Transmission Systems and relevant parts of the GB Transmission																-	#	#		##	
1.1	System on a co-ordinated basis, and sets out:																					
1.1.1	the process for Transmission Owners to develop and implement Transmission Investment Plans in respect of their Transmission Systems and NGET to develop and implement NGET Investment Plans;																					
1.1.2	the general principles for identifying the Default Planning Boundary at Connection Sites for the purpose of planning and development; and	+				+											+	++	++		++-	+
1.1.3	provision for the Parties to co-operate in relation to the preparation by NGET of the Seven Year Statement.					+											++	++	++		+++	+
2	TRANSMISSION PLANNING																					
2.1	Transmission Investment Plans and NGET Investment Plans																					
2.1.1	In accordance with the provisions of this Section D, Part One, each Transmission Owner shall develop and maintain a separate Transmission Investment Plan in respect of the current and each of the following six Financial Years.															X						
2.1.2	Each Transmission Owner shall update each Transmission Investment Plan from time to time to reflect the best and most current information available to it and so that each contains, to the extent and in such detail as is reasonably practicable and appropriate at the time, for the relevant Financial Year:)														X	4					
2.1.2.1	a description of any proposed Change(s) to its Transmission System;					+										X	+	++	++			\forall
2.1.2.2	a description of any proposed variation(s) in the Transmission Services to be provided to NGET under Section C, Part One, paragraph 2.1 and including (where appropriate) any new or revised Normal Capability Levels that will apply;															×						
2.1.2.3	an indication of the works required to give effect to the proposed Changes under sub-paragraph 2.1.2.1 above (here referred to as the "Planned Works") and the likely material effect of such Planned Works on Users;	Э														X						
2.1.2.4	an indication of any works which a User may have to carry out as a result of any proposed Change to a Connection Site;															X	44	$\bot \bot$	$\perp \perp$			
2.1.2.5	an indication of any Outages (in reasonable but not excessive detail) likely to be required to give effect to the Planned Works;					\perp										X	<u> </u>	\bot	\bot		$\bot\!\!\!\!\bot\!\!\!\!\!\bot$	\perp
2.1.2.6	a description of any technical or operational assumptions which the Transmission Owner has, in planning and developing its Transmission System, assumed would apply to Plant or Apparatus of another Party or User Equipment at a Connection Site; and any other relevant information which the Transmission Owner considers may materially affect a Transmission Investment Plan of another Party or an NGET															X	<u> </u>	$\perp \perp$				
2.1.2.1	Investment Plan.															X						
2.1.3	Each Transmission Owner shall ensure that, to the extent that it is reasonable and appropriate to do so:															X						
2.1.3.1	NGET is provided with the most up-to-date version of its Transmission Owner's Transmission Investment Plans; and	$\perp \downarrow \downarrow$				$\perp \downarrow \perp$				$\perp \perp$	$\perp \perp$	$\bot \bot \bot$				X	44	$\bot \bot$	$\perp \perp$		$\bot \bot$	\coprod
2.1.3.2	such Transmission Owner provides such parts of the up-to-date versions of its Transmission Investment Plans to each other Transmission Owner as may have material effect upon that other Transmission Owner's Transmission Investment Plans, and in each case shall clearly identify those changes made to each Transmission Investment Plan since the last version provided to the relevant Party.	a														X	<u> </u>	$\perp \perp$				
2.1.4	In accordance with the provisions of this Section D, Part One, NGET shall develop and maintain a separate plan, in respect of the current and each of the following	, 		++	++	++		++	++	++	++	+ + +	\perp	++		X	 	++	++	+++	++	H
2.1.4	six Financial Years, for those proposed Changes to its Transmission System which are likely to have a material effect upon any Transmission Owner's Transmission Investment Plan (referred to as "NGET Investment Plan").	A														Х						
2.1.5	NGET shall update each NGET Investment Plan from time to time to reflect the best and most current information available to it and so that each contains, to the extent and in such detail as is reasonably practicable and appropriate at the time, for the relevant Financial Year, the same matters in relation to NGET as are required to be set out in relation to Transmission Owners in their Transmission Investment Plans under sub-paragraph 2.1.2.															X						
2.1.6	NGET shall ensure that, to the extent that it is reasonable and appropriate to do so, each Transmission Owner is provided with such parts of its up-to-date NGET Investment Plans as may have a material effect upon that Transmission Owner's Transmission Investment Plans and shall clearly identify those changes made to					+										X	\parallel		+		++	
2.2	each NGET Investment Plan since the last version provided to such Transmission Owner.																					
2.2 2.2.1	Transmission System Technical Criteria and Planning Assumptions																	4	#			
Z.Z. Î	NGET shall prepare and update Planning Assumptions from time to time and shall promptly provide such new or updated Planning Assumptions to Transmission Owners to be used by them in planning and developing their Transmission Systems.																					X
	A Transmission Owner may at any time submit a request to NGET for a change to Planning Assumptions it has received pursuant to sub-paragraph 2.2.1, provided that such request shall contain a description (in reasonable but not excessive detail) of the reason(s) for the request.															X						
2.2.3	f NGET receives a request for a change to Planning Assumptions pursuant to sub-paragraph 2.2.2 it shall, as soon as reasonably practicable:	$\perp \! \! \perp \! \! \perp \! \! \! \perp$														X	<u></u>					Ш

Sec	tion D	Operational Switching	Alarm and Event Management Post Event Analysis and Reporting	Real Time Data Change Management Real Time Datalink Management	Real Time Data Provision	Provision of Asset Operational Information Operational Telephony	Black Start	System Incident Management	Protection Testing	Operational Tests and System Tests	Safety Co-ordination between Parties	Asset Nomenclature Outage Planning	TO Outage Change Costing	Data Exchange Mechanism Invoicing and Payment Data Exchange for Annual Charging Setting	Data Requirements for Charging Conneg Programments for Charging Consultations	Investment Planning	Connection and Modification Application	Use of System Application TEC Changes Request for a Statement of Works	Variation to Agreements Construction Process & Scheme Closure	Operational Notification & Compliance Testing Commissioning and Decommissioning	Application Fee Seven Year Statement Production of Models for GB System Planning
		<u></u>	2-1	1-1	1-3	1-4	0-1-0	7-0	3-1	2-2	9-1	1-1	5-1-3	2-1	- 2-1	7 7 7	0	3-2	3-6	9-4	9-6 7-7 7-7
2.2.3.1	notify the Transmission Owner submitting the request and any other Transmission Owner, which is likely to be materially affected by the requested change, whether	r	ÖÖ	0 0	0 0	00	ŎŎ	5 6 6	ŏŏŏ	000	5 5 5			1 1 1		X		- - -	7 7	~ ~	N N
2.2.3.2	or not and, where relevant, how NGET intends to accommodate such request; and where relevant, change and re-issue such Planning Assumptions (and any related Planning Assumptions) accordingly.							++			+		++								
2.2.3.2	A Transmission Owner may refer to the Authority as a Dispute in accordance with Section H, paragraph 4.1:	+	+		+		++	++	++	++	++	+	++		++	^	++	++			++
2.2.4.1	any notice received from NGET under 2.2.3.1; or	+					++	+		+	++	+ + +	++		++	++	+				+++
2.2.4.2	any failure by NGET to respond to a request submitted under sub-paragraph 2.2.2 within a reasonable period of time, taking into account the nature, complexity and urgency of the request.	b			$\dagger \dagger$		$\dagger \dagger$	++		+								+			+++
2.2.5	Notwithstanding any request submitted by a Transmission Owner pursuant to sub-paragraph 2.2.2 above, each Transmission Owner shall continue to take into account the Planning Assumptions provided by NGET, for the purposes of sub-paragraph 2.2.7 of this Section D, Part One, subject to any subsequent changes made to such Planning Assumptions by NGET under sub-paragraph 2.2.3 or any determination of a Dispute referred to the Authority pursuant to sub-paragraph 2.2.4.	;																			
2.2.6	Without limitation to Section C, Part One, paragraph 2.2, in planning and developing its Transmission System, each Transmission Owner shall ensure that its Transmission System complies with:																				
2.2.6.1	the minimum technical, design and operational criteria and performance requirements set out or referred to in Connection Conditions 6.1, 6.2, 6.3 and 6.4 and in Planning Code 6.2; or																				
2.2.6.2	such other technical criteria or requirements as apply to any relevant part of its Transmission System by virtue of a current Transmission Derogation.																				
2.2.7	Each Transmission Owner shall plan and develop its Transmission System taking into account the Planning Assumptions provided to it by NGET and any other information provided to it under this Code and on the basis that User Plant and Apparatus complies with:																				
2.2.7.1	the minimum technical design and operational criteria and performance requirements set out in Connection Conditions 6.1, 6.2, 6.3 and 6.4; or																				
2.2.7.2	such other criteria or requirements as NGET may from time to time notify the Transmission Owner are applicable to specified User Plant and Apparatus pursuant to sub-paragraph 2.2.8; and																				
2.2.7.3	in relation to each Connection Site, such technical design and operational criteria as are set out in the Connection Site Specification,							\perp					$\perp \perp$								
2.2.8	and, unless otherwise advised by the relevant Party, that each other Party complies with the provisions of this Code and any applicable Licence Standards in planning or developing any other part of the GB Transmission System NGET shall notify each Transmission Owner whose Transmission System is likely to be materially affected by the design or operation of a User's Plant and Apparatus						\sqcup	$\perp \perp$													
2.2.8.1	where NGET: becomes aware that such User has or is likely to apply for a User Derogation;				\perp		\perp														X
2.2.8.2	is itself applying for a derogation under the GB Grid Code in relation to the Connection Site on which such User's Plant and Apparatus is located or to which it otherwise relates; or				$\dagger \dagger$		+	++		++											X
2.2.8.3	is otherwise relates, or is otherwise notified by such User that specified Plant or Apparatus is normally capable of operating at levels better than those set out in Connection Conditions 6.1 6.2, 6.3 and 6.4.	,			\dagger																X
2.2.9	Each Transmission Owner shall promptly notify NGET if such Transmission Owner becomes aware that a User's Plant or Apparatus has failed, or is likely to fail, otherwise than in accordance with a User Derogation, to comply with the technical design and operational criteria or performance requirements applying pursuant to sub-paragraph 2.2.7.																				
2.3	Co-ordination of Transmission Investment Planning																				
2.3.1	The Parties shall:											\bot \bot \bot				X					
2.3.1.1	co-operate and assist each other in the development and implementation of co-ordinated Transmission Investment Plans and NGET Investment Plans;							$\perp \perp$		$\perp \downarrow \downarrow$	$\bot \bot$	$\bot \bot \bot$			$\bot \bot$	X	$\bot \bot$				
2.3.1.2	meet from time to time (including by telephone if the Parties so agree) to agree arrangements to facilitate such development and implementation; and	$\downarrow \downarrow$	\perp		$\downarrow \downarrow$		$\perp \perp$	$\bot \bot$		$\perp \downarrow \downarrow$	$\perp \perp$	+++	$\perp \downarrow$		$\bot \bot$	X	$\bot \bot$				$\perp \perp \perp$
2.3.1.3	plan and develop their Transmission Systems taking into account, to the extent that it is reasonable and practicable to do so, the activities and reasonable requests of each other Party relating to the planning and development of such other Party's Transmission System.				$\perp \downarrow$											X	$\perp \downarrow$				
2.3.2.	Without limitation to sub-paragraph 2.3.1, each Transmission Owner shall include in its Transmission Investment Plans and NGET shall include in its NGET Investment Plans such information directly related to the matters set out in sub-paragraphs 2.1.2.1 to 2.1.2.6 or the current or future characteristics of the Transmission Owner's Transmission System or, in the case of NGET, the GB Transmission System, as:															X					
2.3.2.1	NGET reasonably requests; or															X					
2.3.2.2	a Transmission Owner reasonably requests (to the extent that the information requested may have a material effect upon the requesting Transmission Owner's Transmission Investment Plan(s)).															X					
2.4	Changes to Transmission Investment Plans and NGET Investment Plans																				

Sec	tion D		ng	nent	:	nation	pent			s	ties				Setting	D		ication		rks	Sure	oning	lanning
		Operational Switching	Post Event Analysis and Reporti	Real Time Data Change Managener	Real Time Data Provision	Provision of Asset Operational Inforr Operational Telephony	Black Start	System Incident Management Contingency Arrangements	Protection Testing	Circuit Live Trip and DAR Tests Operational Tests and System Te	User Tests Safety Co-ordination between Par	Asset Nomenclature	Outage Planning Outage Data Exchange	TO Outage Change Costing Data Exchange Mechanism	Invoicing and Payment Data Exchange for Annual Charging	Consultations Charding Charding	Investment Planning	Feasibility Study Connection and Modification Appli	Use of System Application	Request for a Statement of Wor	Construction Process & Scheme Clc Operational Notification & Compliance	Commissioning and Decommissi Application Fee	Seven Year Statement Production of Models for GB System Pl
		1-1	3-1	1-7	4-3	4-4	6-1	6-3	8-1	8-2	9-1	0-1	1-2	1-3	3-1	4-2	6-1	7-1 8-1	8-2	8-4	9-2	9-4	2-1
	For the avoidance of doubt, a Transmission Owner may change any part of its Transmission Investment Plan(s) and NGET may change any part of its NGET Investment Plan(s) at any time, provided that the Party making such change provides an updated version of its Transmission Investment Plan or NGET Investment Plan (as appropriate) to other relevant Parties in accordance with sub-paragraphs 2.1.3 or 2.1.6.	0	0	0		0	0			00	00	0 - 4					X	<u></u>					NN
	A Party may at any time submit to another Party a request ("Planning Request") for a change to such parts as it has been provided with pursuant to sub-paragraphs 2.1.3 or 2.1.6 of, in the case where such other Party is a Transmission Owner, that other Party's Transmission Investment Plan(s) or, in the case where such other Party is NGET, the NGET Investment Plan(s), provided that each Planning Request shall: contain a description of the requested change (in reasonable but not excessive detail) and the reason for the Planning Request; and																X						
2.4.2.1	be submitted as soon as reasonably practicable after the Party submitting the Planning Request becomes aware of the need for such change.	+		\vdash	++					+			++				X			+			++
2.4.3	A Party which receives a Planning Request under sub-paragraph 2.4.2 shall notify the Party which submitted such Planning Request whether or not and, where relevant, how it intends to accommodate the Planning Request and shall, as soon as reasonably practicable, update its Transmission Investment Plan(s) or, in the case of NGET, its NGET Investment Plan(s), accordingly.																X						
2.4.4	A Party may refer to the Authority as a Dispute in accordance with Section H, paragraph 4.1:																X						
2.4.4.1	any notice issued under sub-paragraph 2.4.3 in response to a Planning Request; or																X						
2.4.4.2	any failure by a Party to respond to a Planning Request within a reasonable period of time, taking into account the nature, complexity and urgency of the Planning Request.																×						
	Each Transmission Investment Plan or NGET Investment Plan shall be developed and implemented as proposed by the Party required to develop and maintain it under this Section D, Part One, subject to the subsequent determination of any Dispute referred to the Authority pursuant to sub-paragraph 2.4.4.																×						
2.5	Arrangements with Users concerning Modifications (including Replacement of Assets)																						
	NGET shall identify those Planned Works of each Transmission Owner which will require arrangements to be made between NGET and Users in relation to a Modification (including, for the avoidance of doubt, any Replacement of Assets) and, taking into account the point in time at which NGET was first made aware of Planned Works, shall:																×						
2.5.1.1	take all reasonably practicable steps to make such arrangements within the time required to enable such Transmission Owner to undertake the Planned Works in accordance with its Transmission Investment Plan; and																X						
2.5.1.2	promptly notify such Transmission Owner of any such Modification and keep it informed of NGET's progress in making such arrangements (including, without limitation, notifying it of any determination by the Authority in relation to a dispute between NGET and a User which is relevant to such Planned Works).																X						
	Subject to sub-paragraph 2.5.5, where NGET identifies that Planned Works proposed by a Transmission Owner constitute a Modification and require arrangements to be made with a User, such Transmission Owner shall not undertake such Modification otherwise than in accordance with the provisions of this Section D, Part Two and any relevant TO Construction Agreement.																×						
	Each Transmission Owner shall comply with any reasonable request from NGET for such assistance or further information as NGET requires in connection with identifying or making arrangements with Users pursuant to 2.5.1.																X						
2.5.4	For the avoidance of doubt, and subject to sub-paragraph 2.5.5, a Transmission Owner shall not undertake any Modification unless and until NGET has notified such Transmission Owner that NGET has either agreed such Modification with the affected User or that any dispute between NGET and the User in relation to such Modification has been determined by the Authority pursuant to the CUSC.																X						
	Each Transmission Owner shall take all reasonable steps to avoid exercising its rights pursuant to this sub-paragraph 2.5.5 but, in the event that it has reasonable grounds to believe, given its Transmission Licence and statutory duties, that a Transmission Connection Asset should be replaced prior to notice being received pursuant to sub-paragraph 2.5.4, the Transmission Owner shall consult with NGET as far as reasonably practicable but shall be entitled to replace such Transmission Connection Asset.																X						
2.6	Connection Site Specification																						
	Each Transmission Owner shall have and maintain, at all times, a specification ("Connection Site Specification") which sets out the following information in relation to each Connection Site located on its Transmission System:																						
2.6.1.1	a description of the Transmission Connection Assets at the Connection Site and a clear identification of the boundary between Transmission Connection Assets and User Equipment;																						
2.6.1.2	any information reasonably requested by NGET in order to enable NGET to settle or amend its bilateral agreement with such User in respect of the Connection Site;																						
2.6.1.3	a description of the technical design and operational criteria which the Transmission Owner, in planning and developing its Transmission System, had assumed would apply to User Equipment at the Connection Site or to User Equipment of Embedded Users;																						
	Each Transmission Owner shall submit to NGET a Connection Site Specification as described in Section D, Part One, sub-paragraph 2.6.1 as and when any information contained in such a Connection Site Specification is amended.																						
2.6.3	A dispute in relation to any change made to the Connection Site Specification by a Transmission Owner, or the reasonableness of a request for information made by NGET pursuant to sub-paragraph 2.6.1.2, may be referred as a Dispute to the Authority pursuant to Section H, paragraph 4.1.																						

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2.1 A Transmission Chare to tail. After expected by Wolf T, use all resistances between the Name of Processing of the Country		,, , , , ,																				
2.8.1 Early Transmission Owner shall give effect to list Transmission Investment Plans and NOET shall give effect to list Transmission System as a concentrative of plans gliffest that Transmission Plansmission System as a concentrative of plansmission System and System as a concentrative of plansmission System and Syst	2.7.1	A Transmission Owner shall, where requested by NGET, use all reasonable endeavours to carry out such Planned Works as are necessary to ensure that each item of Derogated Plant owned or operated by such Transmission Owner is brought up to the Required Standard applicable to it no later than the Back Stop Date					П											Т				
2.5.1 Each Treamsessor Owner oral give effect to the Treamsessor Investment Plans or NoT Investment Plans or Treamsessor Inves																					\bot	
Where a Transmission Overar develops is 15 transmission Systems as a consequence of group develop in 15 Transmission in vertical prompting profits on the Transmission System. 2.8.2.1 Services Capability Swellcasism for refer call virtualism to the Transmission Systems. 2.8.2.2 Whose a transmission Systems. 2.8.3.2 Whose a transmission Systems. 2.8.3.3 Whose a transmission Systems. 2.8.3.1 Whose a transmission Systems. 2.8.3.2 Whose a transmission Systems. 2.8.3.3 Whose a transmission Systems. 2.8.3.2 Whose a transmission Systems. 2.8.3.3 Whose a transmission Systems. 2.8.3.2 Whose a system of the Systems of Syst																					++	+-
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a co-confinited manner and taking into account, to the cutrent that it is reasonable and practicable for each Party to do so, the advices and requirements of each of the Party to the fact that the Party to do so, the advices and requirements of each of the Party to the south of the Party to the Party to the south of the Party to	2.8.3	•															++-	++		++	_	
Transmission System pursuant to sub-pursquight 2.8.1; and growing constraints on more to reache that other Party to obtain such Consents as that Party may require. 3 DEFAULT PLANING BOUNDARY 3.1 For the purposes of planing and developing Construction Projects in accordance with Section D. Part Two and subject to any contrary agreement between the relevant Transmission Owner and NSET (with agreement shall include, for these purposes, the Default Planing Boundary shall be at the octicerate boundary, so the determined in accordance with the following principles: 3.1.1 of healartin to Plant and Apparatus Located between the Transmission System and a Power Station transferrate criticals: 3.1.2 seve as specified in sub-puragraph 3.1.3 below, in relation to Plant and Apparatus Located between the Transmission System and a Distribution System (and the specified in sub-puragraph 3.1.3 below, and the specified in sub-puragraph 3.1.3 below the specified in sub-puragraph 3.1.3 below that the specified in sub-puragraph 3.1.3 below that		a co-ordinated manner and taking into account, to the extent that it is reasonable and practicable for each Party to do so, the activities and requirements of each of the other Parties including, where reasonably requested to do so by another Party, by:																				
DEFAULT PLANNING BOUNDARY 3.1 For the purposes of planning and developing Construction Projects in accordance with Section D. Part Two and aubject to any contrary agreement between the elevant Transmission Owner and NEST (which agreement shall include, for freese purposes, the Connection Site Specification and any TO Construction 3.1 In relation to Plant and Apparatus located between the Transmission System and a Power Station, the electrical boundary is at the busbar side of the busbar includes on elevant and the busbar includes of the Busbar includes an electrical boundary is at the busbar callenger to a Connection of the Connecti	2.8.3.1	Transmission System pursuant to sub-paragraph 2.8.1; and																				
For the purposes of planning and developing Construction Pleates in accordance with Section D. Part Two and subject to any contrary agreement between the function of the purposes and North-Priving agreement and included. In the section of the purpose, the Convention of the purpose of the Convention of the Purpose of the																						'
relevant Triansmission Owner and NSET (which agreement shall include, for these purposes, the Connection Site Specification and any TO Construction Agreements), the Delate Hanning Boundary shall be at the electrical boundary is at the busbar includes on Generators and Power Station, or the electrical boundary is at the busbar includes on Generators and Power Station for the busbar includes on Generators and Power Station for the electrical boundary is at the busbar clamp on the busbar shall be debugged to a station of the busbar shall be adverted to the Station of the substance of the station of	~																	44			44	
of the busbar isolators on Generators and Power Station transformer circuits: 3.1.2 seave as specified in sub-paragraph 3.13 below, in relation to Plant and Apparatus located between the Transmission System and a Distribution System, the electrical boundary is at the busbar clamp on the busbar side of the Distribution System voltage busbar selector isolatoris; of the Transmission System circuit or if a conventional busbar does not exist, an equivalent isolator. If no isolator exists an agreed bothed connection at or adjacent to the tee point shall be deemed to be an isolator for these purposes: 3.1.3 in relation to Plant and Apparatus located between the Transmission System and a Distribution System and forming a part of the Transmission System but designed for a voltage of 132kV or below in England and Wales, and below 132kV in Scotland, the electrical boundary is at the busbar selector isolator or the Distribution System and do Distribution System and forming a part of the Transmission System but designed for a voltage of 132kV or below in England and Wales, and below 132kV in Scotland, the electrical boundary is at the busbar select of the busbar side of the cable disconnections at the Non-Embedded Customer's sub-station; and 3.1.5 in the case of a metal clad switchgear bay the electrical boundary will be the equivalent of those specified in this paragraph 3.1 save that: 3.1.5.2 for SF6 switchgear, the electrical boundary will be at the busbar shutters; 3.1.5.5 in relation to Plant and Apparatus located between the BT Transmission System and an Interconnector transformer circuits at a Connection Site. 3.1.6 in relation to Plant and Apparatus located between the GB Transmission System busbar selection devices. 3.1.6 in relation to Plant and Apparatus located between the GB Transmission System busbar side of the busb		relevant Transmission Owner and NGET (which agreement shall include, for these purposes, the Connection Site Specification and any TO Construction															×					
electrical boundary is at the busbar clamp on the busbar side of the Distribution System voltage busbar selector isolator's of the Transmission System circuit or if a conventional busbar does not exist, an equivalent isolator. If no isolator isolator isolator in relation to Plant and Apparatus located between the Transmission System and a Distribution System and forming a part of the Transmission System but designed for a voltage of 132kV or below in England and Wales, and below 132kV in Scotland, the electrical boundary is at the busbar clamp on the busbar side of the busbar does not exist, an equivalent isolator. If no isolator exists, an agreed bolted connection at or adjacent to the tee point shall be deemed to be an isolator for these purposes: 3.1.4 in relation to Plant and Apparatus located between the Transmission System and has system of a Non-Embedded Customer, the electrical boundary is at the clamp on the circuit breaker side of the cable disconnections at the Non-Embedded Customer's sub-station; and 3.1.5 in the case of a metal clad switchgear bay the electrical boundary will be at the busbar shutters: 3.1.5.2 for SF6 switchgear, the electrical boundary will be at the busbar shutters: 3.1.5.5 in relation to Plant and Apparatus located between the GB Transmission System and an Interconnector at the busbar clamp on the busbar side of the busbar side of the busbar side of the busbar side of the busbar in the interconnector transformer circuits at a Connection Site. 3.1.6 in relation to Plant and Apparatus located between the GB Transmission Oyeer for the proper and reasonable additional cost thereof as identified by the Transmission Owner for the proper and reasonable additional cost thereof as identified by the Transmission Owner for the proper and reasonable additional cost thereof as ident	3.1.1																X					
designed for a voltage of 132KV or below in England and Wales, and below 132KV in Sotland, the electrical boundary is at the busbar selection solator on the Distribution System circuit or, if a conventional busbar does not exist, an equivalent isolator. If no isolator exists, an agreed bolted connection at or adjacent to the tee point shall be deemed to be an isolator for these purposes: 3.1.4 In relation to Plant and Apparatus located between the Transmission System and the system of a Non-Embedded Customer, the electrical boundary is at the clamp on the circuit breaker side of the cable disconnections at the Non-Embedded Customer's sub-station, and 3.1.5 in the case of a metal clad switchgear bay the electrical boundary will be the equivalent of those specified in this paragraph 3.1 save that: 3.1.5.1 for rack out switchgear, the electrical boundary will be at the busbar shutters; 3.1.5.2 for SF6 switchgear, the electrical boundary will be at the gas zone separators on the busbar side of the busbar	3.1.2	electrical boundary is at the busbar clamp on the busbar side of the Distribution System voltage busbar selector isolator(s) of the Transmission System circuit or if a conventional busbar does not exist, an equivalent isolator. If no isolator exists an agreed bolted connection at or adjacent to the tee point shall be deemed to be an															×					
3.1.4 in relation to Plant and Apparatus located between the Transmission System and the system of a Non-Embedded Customer, the electrical boundary is at the clamp on the circuit breaker side of the cable disconnections at the Non-Embedded Customer's sub-station; and 3.1.5 in the case of a metal clade switchgear bay the electrical boundary will be the equivalent of those specified in this paragraph 3.1 save that: 3.1.5.1 for rack out switchgear, the electrical boundary will be at the busbar shutters; 3.1.5.2 for SF6 switchgear, the electrical boundary will be at the gas zone separators on the busbar side of the	3.1.3	designed for a voltage of 132kV or below in England and Wales, and below 132kV in Scotland, the electrical boundary is at the busbar clamp on the busbar side of the busbar selector isolator on the Distribution System circuit or, if a conventional busbar does not exist, an equivalent isolator. If no isolator exists, an agreed															×					
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4 SEVEN YEAR STATEMENT		the electrical boundary, these shall form part of the relevant Transmission Owner's Transmission System but NGET shall pay the Transmission Owner for the proper and reasonable additional cost thereof as identified by the Transmission Owner in the TO Connection Offer covering such transformers. In this paragraph 3.2 'unusual load characteristics' means loads which have characteristics which are significantly different from those of the normal range of domestic, commercial and industrial loads (including loads which vary considerably in duration or magnitude).																				
		7 7 7											$\bot \bot \bot$				X					'

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		Operational Switching Alarm and Event Management	ost Event Analysis and Reporting	I Time Data Change Manageme eal Time Datalink Management	Real Time Data Provision of Asset Operational Informa	Operational Telephony	Black Start synchronised Island Managemer	System Incident Management	Protection Testing	Circuit Live Trip and DAR Tests erational Tests and System Test	User Tests	Public and Site Safety	Asset Nomenclature Outage Planning	Outage Data Exchange	Data Exchange Mechanism	Invoicing and Payment xchange for Annual Charging Se	Nata Requirements for Charging Consultations Consultations	Investment Planning	Feasibility Study ction and Modification Applica	Use of System Application TFC Changes	quest for a Statement of Work: Variation to Agreements	struction Process & Scheme Closs constitution & Compliance Te	nissioning and Decommission Application Fee	Seven Year Statement
			Pe	Kea	Provis		De-			do	- Safe	5				Data E			Conne		Re	Cons	Comi	Produc
		01-1	03-1	04-7	04-3	04-4	06-1	06-3	08-1	08-3	08-4	09-2	10-1	11-2	12-1	13-1	14-2	16-1	17-1 18-1	18-2 18-3	18-4 18-6	19-2	19-4	20-1
	NGET shall, prior to seeking the approval of the Authority for a form of seven year statement pursuant to Standard Condition C11 of its Transmission Licence ("Seven Year Statement"), consult with each Transmission Owner and take into account any concerns that a Transmission Owner may have regarding changes to the costs it would incur by complying with its obligations under sub-paragraph 4.1.2 as a consequence of any proposed change in the form of Seven Year Statement.																							x
	NGET shall agree with each Transmission Owner a programme of activities required to be undertaken by that Transmission Owner in order to support NGET in NGET's preparation of each Seven Year Statement ("SYS Programme") and that Transmission Owner shall carry out such activities as are specified in the SYS Programme. Any failure to agree a SYS Programme may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.																							X
	In the event that NGET and a Transmission Owner fail to agree a SYS Programme, or any part thereof, then, subject to the determination of any Dispute referred to the Authority pursuant to sub-paragraph 4.1.2, the Transmission Owner shall carry out such SYS Programme as NGET may specify.																							X
	NGET shall provide to each Transmission Owner those parts of the initial draft text of each Seven Year Statement as are of relevance to it and shall liaise with each of them in order to agree any amendments to the initial draft text of the Seven Year Statement requested by a Transmission Owner. Any failure to agree such amendments may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.																							X
	In the event that NGET and a Transmission Owner fail to agree any amendments to the initial draft text of the Seven Year Statement then, subject to the determination of any Dispute referred to the Authority pursuant to sub-paragraph 4.1.4, NGET's proposals in respect of such amendments shall prevail.																							X
.1.6	For the avoidance of doubt, nothing in this paragraph 4.1 shall preclude the Parties from progressing activities pursuant to sub-paragraphs 4.1.1, 4.1.2 and 4.1.4 at the same time.																				\perp			X
	CONSTRUCTION																	Ш					4	41
	NTRODUCTION																							
l	This Section D, Part Two, deals with arrangements between NGET and Transmission Owners in relation to Construction Projects on or which otherwise materially affect such Transmission Owners' Transmission Systems and the disconnection of Users connected to Transmission Owners' Transmission Systems. This Part Two includes paragraphs relating to:																							
1.1.1	the process by which NGET and each Transmission Owner enter into a bilateral TO Construction Agreement for the construction of a New Connection or Modification or System Construction;																П	\prod						
1.1.2	Communications Plant requirements at Connection Sites; and								\perp							$\perp \downarrow \downarrow$	\vdash	+	!	\vdash	+	\bot	++	++
1.1.3	provision for the permanent disconnection of User Equipment connected to a Transmission Owner's Transmission Systems.																$oldsymbol{\sqcup}$!	lacksquare	\bot			\perp
	NGET CONSTRUCTION APPLICATIONS																4	4			44			
	n this Code:																$\perp \perp$	$\perp \downarrow \downarrow$	X	X			$\perp \perp$	$\perp \downarrow \downarrow$
2.1.1	"Construction Project" refers (as appropriate) to a New Connection, Modification or a System Construction; and "NGET Construction Application" refers to an application submitted by NGET to a Transmission Owner in relation to a Construction Project, and which is (as															+	\forall	+	X	X	++	++		++
2.1.2.1	appropriate) a: NGET Connection Application;								++	+						+	+	++		V	++	+	++	++
2.1.2.2	NGET Modification Application; or											+ +				\dashv	\vdash	++			++	+	++	++
2.1.2.3	System Construction Application.					++			+			+				++	\vdash	++			++	++	++	++
	f NGET considers it may be necessary for a Construction Project to be undertaken, it shall submit a NGET Construction Application in accordance with paragraph 2.3 o:															+	\sqcap	++	X	X				
2.2.1	the Transmission Owner, if any, whose Transmission System is located at the Relevant Connection Site;																П		X	X				
2.2.2	any Transmission Owner in relation to whose Transmission System the Relevant Connection Site satisfies the criteria set out in Schedule Four; and					11		$\dagger \dagger$								$\dashv \dashv$	一十	11	X	Х	\Box		\top	1
2.2.3	any Transmission Owner which does not receive a NGET Construction Application pursuant to sub-paragraphs 2.2.1 or 2.2.2, but which:					+		+								+	一十	++	X	Х	\Box	1	+	++
2.2.3.1	otherwise receives Construction Planning Assumptions pursuant to paragraph 3.2 in relation to the Relevant Connection Site; or					+		+	1 1							$\dashv \dashv$	一十	##	X	Х	\Box	1	+	†
2.2.3.2	NGET otherwise identifies is likely to be required to enter into a TO Construction Agreement in respect of the Construction Project,							11								$\dashv \dashv$	一十	11	X	X	T	1	+	1
1	(NGET and each Transmission Owner which receives a NGET Construction Application shall be referred to in this Section as a "Construction Party").					+				_						+	广	##	X	X	T	++	+	†
3 I	NGET shall submit a NGET Construction Application:		\dagger	++		+		++	+	\neg						+	一十	++	X	X	+	++	++	++
2.3.1	pursuant to sub-paragraphs 2.2.1 and 2.2.2, as soon as reasonably practicable, and in any event within three Business Days of the User Application Date in relation to such Relevant Connection Site; and																	++	X	X		<u> </u>		
												\rightarrow	-	-	-	-							$\overline{}$	-
2.3.2	pursuant to sub-paragraph 2.2.3, at the same time as Construction Planning Assumptions are submitted to a Transmission Owner under paragraph 3.2 or, where applicable, at the same time as NGET gives a Transmission Owner notice under paragraph 3.3. For the purposes of this Section D, Part Two, a NGET Construction Application shall be deemed to be effective if it is complete and clear in all material respects.																		×	X				

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Sec	tion D	Operational Switching	Alarm and Event Management ost Event Analysis and Reporting	Il Time Data Change Management	keal Time Data Provision	sion of Asset Operational Information Operational Telephony	Black Start synchronised Island Management	System Incident Management	Protection Testing	erational Tests and System Tests	ety Co-ordination between Parties Public and Site Safety	Asset Nomenclature Outage Planning	Outage Data Exchange TO Outage Change Costing	Data Exchange Mechanism Invoicing and Payment	xchange for Annual Charging Setting vata Requirements for Charging	Consultations Customer Charging Enquiries Investment Planning	Feasibility Study	Use of System Application	quest for a Statement of Works Variation to Agreements	struction Process & Scheme Closure	nissioning and Decommissioning Application Fee	Seven Year Statement zion of Models for GB System Planning
		-1	-1 -1 Pc	-1 Rea	7-5-	-4 Provis	-1 -2 De-	1.5	1	00 P	-1 Saf	c	2	- -	-1 Data E	1 % -	-1 -1 -	7 -5	-4 Re	2 Cons	-4 Comi	-1 -1 Produc
		01	02	04	9 4	9 4	90	90	80 80	80	8 60	11 10		13	14	4 4	17 18	4 4 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	2 60 60	9 6	5 6 6	22 22
2.5	If a Transmission Owner reasonably considers that a NGET Construction Application is not effective it shall, as soon as reasonably practicable and in any event within five Business Days of receipt of the NGET Construction Application, notify NGET of:																×	X				
2.5.1	the detailed reasons why it considers the NGET Construction Application is incomplete or unclear in a material respect; and																X	Х				
2.5.2	the amendments (including clarifications, additional information, data or other material) it considers are required to make the NGET Construction Application effective,																X	Х				
	and shall otherwise use its best endeavours to liaise with and assist NGET (and, where reasonably requested by NGET, any relevant third parties) so that the NGET Construction Application is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a NGET Construction Application may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.																x	×				
2.6	Each Transmission Owner shall charge NGET and NGET shall pay Engineering Charges in relation to a NGET Construction Application in accordance with Schedule Ten.																X	Х			×	
2.7	NGET shall immediately notify each other Construction Party following:																X	Х				
2.7.1	any change in the NGET Construction Application or associated information provided to such Construction Party; or																X	Х				
2.7.2	the withdrawal of the relevant User Application by a User, in which case such notice shall also constitute notice of withdrawal by NGET of any relevant NGET Construction Application.																X	Х				
3	PROVISION OF CONSTRUCTION PLANNING ASSUMPTIONS FOLLOWING A NGET CONSTRUCTION APPLICATION																					
3.1	In addition to Planning Assumptions used for general transmission planning pursuant to Section D, Part One, paragraph 2.2, NGET may, as a consequence of a User Application, also generate a separate set of Planning Assumptions which take into account the power flows which NGET expects are likely to result from the Construction Project for use by each Transmission Owner only in the preparation of TO Construction Offers ("Construction Planning Assumptions").															П	П			П	П	×
3.2	If NGET generates Construction Planning Assumptions, it shall do so as soon as reasonably practicable and, in any event, within five Business Days of the User Application Date and shall:																					X
3.2.1	immediately provide to each Transmission Owner such parts of the set of Construction Planning Assumptions as NGET reasonably determines are likely to materially affect such Transmission Owner's Transmission System; and																					X
3.2.2	at the same time as Construction Planning Assumptions are provided to any Transmission Owner(s) pursuant to sub-paragraph 3.2.1, either:																				11	X
3.2.2.1	identify the NGET Construction Application already submitted to such Transmission Owner under sub-paragraphs 2.2.1 or 2.2.2 to which the Construction Planning Assumptions relate; or																					X
3.2.2.2	submit a new NGET Construction Application to such Transmission Owner pursuant to sub-paragraph 2.2.3.																					X
3.3	NGET shall notify each Transmission Owner which receives an NGET Construction Application as soon as reasonably practicable and, in any event, within two Business Days of the User Application Date, if it does not intend to generate a set of Construction Planning Assumptions in respect of the relevant Construction Project. Following such notice the general Planning Assumptions provided to Transmission Owners pursuant to Section D, Part One, paragraph 2.2 shall be deemed to also be Construction Planning Assumptions for the purposes of such Construction Project.																					x
3.4	NGET may, in its discretion, change a set of Construction Planning Assumptions (including any deemed Construction Planning Assumptions under paragraph 3.3) by giving notice to the relevant Transmission Owner(s), at any time up to the later of the time at which the TO Construction Offer to which such Construction Planning Assumptions apply:																					×
3.4.1	is accepted by NGET pursuant to paragraph 5.3; or																					X
3.4.2	no longer remains open for acceptance pursuant to paragraph 5.1.																					X
3.5	A Transmission Owner may submit a request to NGET for a change to Construction Planning Assumptions it has received pursuant to paragraphs 3.2 or 3.4 or which have been deemed pursuant to paragraph 3.3, provided that such request shall contain a description (in reasonable but not excessive detail) of the reason(s) for the request.																					X
3.6	If NGET receives a request for a change to Construction Planning Assumptions pursuant to paragraph 3.5 it shall, as soon as reasonably practicable:																					X
3.6.1	notify the Transmission Owner submitting the request and any other Transmission Owner, which is likely to be materially affected by the requested change, whether or not and, where relevant, how NGET intends to accommodate such request; and																					X
3.6.2	where relevant, change and re-issue such Construction Planning Assumptions accordingly.								11										\top	11	11	X
3.7	A Transmission Owner may refer to the Authority as a Dispute in accordance with Section H, paragraph 4.1:			$\dagger \dagger$					11										1	11	11	X
3.7.1	any notice received from NGET under 3.6.1; or								\top										\top	11	11	X
3.7.2	any failure by NGET to respond to a request made by such Transmission Owner under paragraph 3.5 within a reasonable period of time, taking into account the nature, complexity and urgency of the request.																					X
1						- 1																

Sec	tion D	ching	d Reporting	Management anagement	rovision onal Information	phony	Management	nagement gements	ting DAR Tests	System Tests	tween Parties	ballety ature ing	hange	chanism	Charging Setting	Enquiries	udy ion Application	plication	ent of Works	cheme Closure	ommissioning	ement
		11-1 Operational Swith 22-1 Alarm and Event Mar	3-1 Post Event Analysis an	14-1 Real Time Data Change14-2 Real Time Datalink Ma	4-3 Real Time Data Pr 4-4 Provision of Asset Operation	4-5 Operational Telep	16-2 De-synchronised Island	16-3 System Incident Mar16-4 Contingency Arrang	8-1 Protection Test	8-3 Operational Tests and S	19-1 Safety Co-ordination bet	0-1 Asset Nomencle 7-1 Outage Planni	1-2 Outage Data Excl	2-1 Data Exchange Med 3-1 Invoicing and Par	4-7 Data Exchange for Annual (4-3 Customer Charging I Investment Plan	7-1 Feasibility St. 8-1 Connection and Modificat	8-2 Use of System App	8-4 Request for a Stateme	9-2 Construction Process & So 9-3 Operational Notification & Co	9-4 Commissioning and Dec	9-6 Application F. (0-1 Seven Year State
3.8	Notwithstanding any request submitted by a Transmission Owner pursuant to paragraph 3.5 above, each Transmission Owner shall continue to take into account the Construction Planning Assumptions provided by NGET pursuant to sub-paragraph 2.2.3 (or deemed pursuant to paragraph 3.3), for the purposes of paragraph 4.3 of this Section D, Part Two, subject to any subsequent changes made to such Construction Planning Assumptions by NGET under paragraphs 3.4 or 3.6 or any determination of a Dispute referred to the Authority pursuant to paragraph 3.7.								0			7										
3.9	For the avoidance of doubt, any change made to Construction Planning Assumptions pursuant to paragraphs 3.4 or 3.6 shall change the existing set of Construction Planning Assumptions and shall not constitute a separate set of Construction Planning Assumptions.																					
3.10	NGET shall act in accordance with Good Industry Practice in deciding whether to generate any set of Construction Planning Assumptions and, where relevant, in generating or modifying such Construction Planning Assumptions pursuant to this paragraph 3.																					
1	TO CONSTRUCTION OFFERS																					
l.1	Each Transmission Owner which receives a NGET Construction Application shall notify NGET whether such Transmission Owner intends to submit a TO Construction Offer in respect of the relevant Construction Project including, without limitation, where the Transmission Owner is not submitting a TO Construction Offer because it is not obliged to do so under Standard Condition D4A of the Act. A Transmission Owner shall give such notice as soon as reasonably practicable but, in any event, on or before the later of:																x	X				
4.1.1	twenty-five calendar days less one Business Day after the NGET Application Date; and																X	X				
4.1.2	twenty-three calendar days less one Business Day after the Construction Assumptions Date.																X	X				
4.2	Where a Transmission Owner does not require Transmission Construction Works to be undertaken in respect of a Construction Project or where it otherwise notifies NGET under paragraph 4.1 that it will not be submitting a TO Construction Offer, it shall																×	X				
4.2.1	at the same time as it provides notice pursuant to paragraph 4.1, also notify NGET of any technical design or operational criteria which the Transmission Owner intends, in planning and developing its Transmission System, to assume will apply to User Equipment at the Relevant Connection Site; and otherwise not (subject to any contrary determination of a Dispute referred to the Authority under paragraph 4.3) submit a TO Construction Offer to NGET in relation																X	X				\perp
4.2.2	to such Construction Project. NGET may refer as a Dispute to the Authority in accordance with Section H, paragraph 4.1, any notice it receives:						\perp										X	X			+	+
4.3.1	under paragraph 4.1 that a Transmission Owner does not intend to submit a TO Construction Offer in relation to a Construction Project; or		1 1						\vdash	+++								\ \ \ \ \ \	+		++	++
4.3.2	under sub-paragraph 4.2.1 of any assumptions which a Transmission Owner intends to make in relation to User Equipment at a Relevant Connection Site.		1 1						\vdash	+++								\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	+		++	++
4.4	A Transmission Owner shall prepare each TO Construction Offer so that, if the Construction Project to which it relates is constructed, such Transmission Owner would continue to comply with the obligations in respect of the planning and development of its Transmission System set out in Part One, paragraph 2.2 of this Section D by giving effect to such TO Construction Offer, except that:																X	X				
4.4.1	for the purpose of Part One, paragraph 2.2, such Transmission Owner shall take into account Construction Planning Assumptions provided to it under paragraph 3 (as modified or updated pursuant to paragraphs 3.4 or 3.6) in respect of the Construction Project in the place of any other Planning Assumptions; and																X	X				
4.4.2	the technical design and operational criteria for the Relevant Connection Site shall be as set out in the NGET Construction Application together with any site-specific information set out in the TO Construction Offer.																×	X				
4.5	A TO Construction Offer may, where it is necessary for the relevant Transmission Owner to carry out additional extensive system studies to evaluate more fully the impact of a proposed Construction Project, indicate the areas that require more detailed analysis. Before such additional studies are required, NGET shall indicate whether it wishes the Transmission Owner to undertake the work necessary to proceed to make a revised TO Construction Offer within the period specified in paragraph 4 or, where relevant, any other timescale directed or consented to by the Authority.																X	X				
4.6	NGET shall provide Detailed Planning Data to a Transmission Owner, where reasonably requested by such Transmission Owner, to enable it to carry out any detailed system studies referred to in paragraph 4.5, provided that such Transmission Owner can reasonably demonstrate that such provision is relevant and necessary.																X	X				
4.7	Subject to paragraph 4.2, a Transmission Owner which receives an effective NGET Construction Application under paragraph 2.2 above shall, unless otherwise agreed with NGET or determined or directed by the Authority, submit a TO Construction Offer to NGET as soon as reasonably practicable and, in any event, on or before the later of:																×	x				
4.7.1	three months less thirteen Business Days after the NGET Application Date; and																X	X			\prod	
4.7.2	where relevant, three months less fifteen Business Days after the Construction Assumptions Date.																X	X				
4.8.1	NGET and a Transmission Owner may agree that the Transmission Owner may submit its TO Construction Offer otherwise than in accordance with the dates set out in paragraph 4.7 provided that: a TO Construction Offer to which sub-paragraph 4.7.1 applies shall be submitted not later than three months less five Business Days after the NGET Application																X	X			\prod	\dashv
4.8.2	Date; and a TO Construction Offer to which sub-paragraph 4.7.2 applies shall be submitted not later than three months less seven Business Days after the Construction					+					++		+								++	++

1. The Control of Process of of	Sec	tion D	perational Switching	and Event Management ent Analysis and Reporting	Data Change Management Datalink Management	al Time Data Provision	Asset Operational Information perational Telephony	Black Start	in Incident Management in Arrangement	Protection Testing	Live Trip and DAR Tests nal Tests and System Tests	User Tests o-ordination between Parties	ublic and Site Safety Asset Nomenclature Outage Planning	utage Data Exchange Dutage Change Costing	a Exchange Mechanism voicing and Payment	nge for Annual Charging Setting requirements for Charging Consultations	omer Charging Enquiries Ivestment Planning	Feasibility Study and Modification Application	of System Application TEC Changes	for a Statement of Works iation to Agreements	on Process & Scheme Closure Votification & Compliance Testing	Application Fee
1. The revent of NCRT modifier Consequency Provided Acceptancy Consequency Con				Alarm Post Ev	Real Time Real T	Y. Se	Provision of O	De-eynor	Syste		Circuit	Safety Co		O	Data	Data Exchar	Custo	Connection	Nse	Request	Constructi Operational I	S
which each Consequence Preventing Assessmotions apply, the Transmission Observed all eviews and designation is 100 Constitution Observed to 100 Constitution Obse			01-1)3-1)4-1 04-2	24-3)4-4)4-5	06-1	2-00 2-00 2-90 2-90	08-1	38-3	39-1	10-1 11-1	11-2	12-1	14-1	14-3 16-1	17-1 18-1	18-2 18-3	18-4 18-6	19-2 19-3	20-0-1 20-1 19-6
Construction Offer on either of the later but not which such existing TO Construction Offer enrains required to expect the construction of the control of th	4.9	to which such Construction Planning Assumptions apply, the Transmission Owner shall revise and re-submit its TO Construction Offer to NGET, taking into account such modified Construction Planning Assumptions, as soon as reasonably practicable.																X	X			
From the NGET Application Date unress an application in made to the Authority under Standard Controlland (NGET) Transmission Loverse, in which reserve, such people of the Infrared prints for policy of the Standard Controlland (NGET) And the Standard (NGET) And the Stand	4.1 5	Construction Offer nor affect the time for which such existing TO Construction Offer remains open for acceptance pursuant to paragraph 5.1. ACCEPTANCE OF TO CONSTRUCTION OFFERS BY NGET																X	X			
1 NOET verbies to accept a TO Construction Offer, a that is a set by prompty nothing the revenut Transmission Owner in the form application of severe in Transmission Owner what construct the elevent prior of the Construction Property and acceptance, the Transmission Owner shall construct the elevent prior of the Construction Property and acceptance, the Transmission Owner shall construct the elevent prior of the Construction Property and acceptance, the Transmission Owner shall construct the elevent prior of the Construction Property and acceptance, the Transmission Owner shall construct the elevent prior of the Construction Property and acceptance of the Construction Offers and the Constructi		from the NGET Application Date unless an application is made to the Authority under Standard Condition C9 of NGET's Transmission Licence. In which event, such period shall remain open for acceptance until the date 17 days after any determination by or other direction from the Authority pursuant to such application.																X	X			
1.1 The Construction Projects which in respect of each Construction Project. 5.11 Specific point instables, explaint instable		If NGET wishes to accept a TO Construction Offer, it shall do so by promptly notifying the relevant Transmission Owner in the form specified in such TO Construction Offer and by providing such Transmission Owner with an executed copy of the relevant TO Construction Agreement. Following notification of such acceptance, the																X	X			
8.11 agree a joint intentable, subject to mod in accossrace with the dates set out in prograph 4 of the Section D, Port Too, for the electrogeneric of co-ordinated TO Construction Offers and, in the case of NGET, any other planning of analysis can electrogeneric in the course of prograph in NGET and any application(s) for Consential which are or as less to be required in responsible to the responsibility of the r	6																					
Construction Offers and, in the case of NSET, any other planning or analysis required in the course of preparing the NSET Offer, 1.1.2 or operate and assist each other in order that TO Construction Offers, after or conditionate, and it is shown in the case of the construction offers, and in the case of a Transmission Owner as provider, the contents of its TO Construction Offer and, in the case of NSET as provider, any information about its relevant planning or analysis is under the contents of its TO Construction Offer and, in the case of NSET as provider, any information about its relevant planning or analysis, is the extent that such information may relaterably affect and provider, any information about its relevant planning or analysis is the extent that such information may relaterably affect and provider, any information about its relevant planning or analysis is the extent that such information may relaterably affect and the construction Proving and analysis is the extent that such information may relaterably affect and the construction Proving and analysis is the extent that such information may relaterably affect to change the Construction Proving Assumptions or notice in the programma of the Section Department of the Section of the Sect	6.1																	X	X			
Bikely to be required in respect of the Construction Project, are co-ordinated; and	6.1.1																	X	×			
6.1.3 provide each other with information about, in the case of a Transmission Cower as provider, the contents of its TO Construction Offer and, in the case of NEET as provider any information about its relevant planning or analysis; to the obtent that such information in my ambraidily affect the Order Construction Offer or, in the case where such other Construction Party is a Section D. Part Two. NSET shall keep each other Construction Party is addition to any Construction Party is appropriate information in estation to, any potential circumstances which, if they occurred, my provide information in estation to, any potential circumstances which, if they occurred the literature of the li	6.1.2																	Х	Х			
Party reasonably informed of the likelihood of, and provide information in relation to, any potential circumstances which, if they occurred, might reasonably be expected to change the Construction Planning Assumptions or otherwise materially affect the preparation of reference and the construction Planning Assumptions, would be likely to affect its TO Construction Officer would be likely to be so affected. 7. Subject to the payment of its Reasonable Charges, if any, as provided for in this paragraph 7.1, each Party shall provide all advice and assistance or at the request of a user; a subject to the payment of the result of Planned Works proposed by the Party requesting advice or assistance or at the request of user and assistance free of charge. If a Modification referred to in paragraph 7.1 is the result of Planned Works proposed by the Party requesting advice or assistance or at the request of a User); or construction of life. 7. If a proposed Modification referred to in paragraph 7.1 is the result of Planned Works proposed by the Party requesting advice or assistance or at the request of a User); or constructing a New Connection Site (including adequately assessing the feasibility) or making a Modification referred to in paragraph 7.1 is the result of Planned Works proposed by the Party requesting advice or assistance or at the request of a User); or constructing a New Connection Site (including adequately assessing the feasibility of making any NGET Connection Application or considering the terms of any of the Construction Offer). 8. Occurrence of the construction of the	6.1.3	provide each other with information about, in the case of a Transmission Owner as provider, the contents of its TO Construction Offer and, in the case of NGET as provider, any information about its relevant planning or analysis, to the extent that such information may materially affect such other Construction Party's TO																×	x			
Construction Planning Assumptions, would be likely to affect its TO Construction Offer, such Transmission Owner shall promptly notify NGET that its TO Construction Offer would be likely to be so affected. 7. GENERAL PROVISIONS CONCERNING NEW CONNECTIONS AND MODIFICATIONS 7.1 Subject to the payment of its Reasonable Charges, if any, as provided for in this paragraph 7.1, each Party shall provide all advice and assistance reasonably requested by another Party to enable it adequately to assess the implications (including the feasibility). 7.1.1 of making a Modification to User Equipment or a User's System (whether such Modification is the result of Planned Works proposed by the Party requesting advice or assistance or at the request of a User): or Construction Offer). 7.2 of constructing a New Connection Site (including adequately assessing the feasibility of making any NGET Connection Application or considering the terms of any TO. Construction Offer). 7.2 If a proposed Modification referred to in paragraph 7.1 is the result of Planned Works proposed by the Party requesting advice or assistance, that Party shall provide such advice and assistance free of charge. If a Modification referred to in paragraph 7.1 is or may be proposed by the Party requesting advice or assistance, or a User, or if the advice and assistance free of charge. If a Modification referred to in paragraph 7.1 is or may be proposed by the Party requesting advice or assistance, or a User, or if the advice and assistance is in respect of a New Connection Site, the Party may charge NGET Reasonable Charges for such advice and assistance. 8.1 Where a Construction Project To Pro	6.2	Party reasonably informed of the likelihood of, and provide information in relation to, any potential circumstances which, if they occurred, might reasonably be expected to change the Construction Planning Assumptions or otherwise materially affect the preparation of relevant TO Construction Offers including, without	1															x	x			
Subject to the payment of its Reasonable Charges, if any, as provided for in this paragraph 7.1, each Party shall provide all advice and assistance reasonably requested by another Party to enable it adequately to assess the implications (including the feasibility): 7.1.1 of or making a Modification to User System (whether such Modification is the result of Planned Works proposed by the Party requesting advice or assistance or at the request of a User); or 7.1.2 of constructing a New Connection Site (including adequately assessing the feasibility of making any NGET Connection Application or considering the terms of any TO Construction Offer). 7.2 If a proposed Modification referred to in paragraph 7.1 is the result of Planned Works proposed by the Party which has received a request for advice or assistance, that Party shall provide such advice and assistance free of charge. If a Modification referred to in paragraph 7.1 is or may be proposed by the Party requesting advice or assistance, or a User, or if the advice and assistance free of charge. If a Modification referred to in paragraph 7.1 is or may be proposed by the Party requesting advice or assistance, or a User, or if the advice and assistance free of charge. If a Modification referred to in paragraph 7.1 is or may be proposed by the Party requesting advice or assistance, or a User, or if the advice and assistance is in respect of a New Connection Site, the Party may charge NGET Reasonable Charges for such advice and assistance, or a User, or if the advice and assistance pursuant to paragraph 7.1, each Party shall comply with Good Industry Practice. 8.1	6.3	Construction Planning Assumptions, would be likely to affect its TO Construction Offer, such Transmission Owner shall promptly notify NGET that its TO Construction	ı															×	×	×		
requested by another Party to enable it adequately to assess the implications (including the feasibility). 7.1.1 of making a Modification to User Equipment or a User's System (whether such Modification is the result of Planned Works proposed by the Party requesting advice or assistance or at the request of a User); or 7.1.2 of constructing a New Connection Site (including adequately assessing the feasibility of making any NGET Connection Application or considering the terms of any To Construction Offer). 7.2 If a proposed Modification referred to in paragraph 7.1 is the result of Planned Works proposed by the Party which has received a request for advice or assistance. The Party shall provide such advice and assistance free of charge. If a Modification referred to in paragraph 7.1 is or may be proposed by the Party which has received a request for advice or assistance. The Party shall provide such advice and assistance free of charge. If a Modification referred to in paragraph 7.1 is or may be proposed by the Party verquesting advice or assistance, or a User, or if the advice and assistance is in respect of a New Connection Site, the Party may charge NGET Reasonable Charges for such advice and assistance. The Party shall provide such advice and assistance pursuant to paragraph 7.1, each Party shall comply with Good Industry Practice. The Party shall provide such advice and assistance pursuant to paragraph 7.1, each Party shall comply with Good Industry Practice. The Party shall provide such advice and assistance pursuant to paragraph 7.1, each Party shall comply with Good Industry Practice. The Party shall provide such advice and assistance pursuant to paragraph 7.1, each Party shall comply with Good Industry Practice. The Party shall provide such advice and assistance provide and AGET (together referred to as "Joint Project Parties") shall broughout the construction and commissioning of the Construction Project and NGET (together referred to as "Joint Project Parties") shall throughout the constructi	7																					
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7.1.2 of constructing a New Connection Site (including adequately assessing the feasibility of making any NGET Connection Application or considering the terms of any TO Construction Offer). 7.2 If a proposed Modification referred to in paragraph 7.1 is the result of Planned Works proposed by the Party which has received a request for advice or assistance, that Party shall provide such advice and assistance free of charge. If a Modification referred to in paragraph 7.1 is or may be proposed by the Party requesting advice or assistance, or a User, or if the advice and assistance is in respect of a New Connection Site, the Party may charge NGET Reasonable Charges for such advice and assistance pursuant to paragraph 7.1, each Party shall comply with Good Industry Practice. 8 COORDINATION OF CONSTRUCTION PROJECTS 8.1 Where a Construction Project involves Works being undertaken by more than one Party, each Transmission Owner which is party to a TO Construction Agreement in respect of the Construction Project and NGET (together referred to as "Joint Project Parties") shall throughout the construction and commissioning of the Construction Project: 8.1.1 co-operate and assist each other in the development of co-ordinated TO Construction Programmes and, in the case of NGET, any other planning or analysis it undertakes in respect of the Construction Project; 8.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the Works of such other Joint Project Parties;	7.1.1	of making a Modification to User Equipment or a User's System (whether such Modification is the result of Planned Works proposed by the Party requesting advice	$\dagger \dagger$															хх	X			+++
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8.1 Where a Construction Project involves Works being undertaken by more than one Party, each Transmission Owner which is party to a TO Construction Agreement in respect of the Construction Project and NGET (together referred to as "Joint Project Parties") shall throughout the construction and commissioning of the Construction Project: 8.1.1 co-operate and assist each other in the development of co-ordinated TO Construction Programmes and, in the case of NGET, any other planning or analysis it undertakes in respect of the Construction Project; 8.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the Works of such other Joint Project Parties;	7.2	If a proposed Modification referred to in paragraph 7.1 is the result of Planned Works proposed by the Party which has received a request for advice or assistance, that Party shall provide such advice and assistance free of charge. If a Modification referred to in paragraph 7.1 is or may be proposed by the Party requesting advice or assistance, or a User, or if the advice and assistance is in respect of a New Connection Site, the Party may charge NGET Reasonable Charges for such advice an																x x	x			
8.1 Where a Construction Project involves Works being undertaken by more than one Party, each Transmission Owner which is party to a TO Construction Agreement in respect of the Construction Project and NGET (together referred to as "Joint Project Parties") shall throughout the construction and commissioning of the Construction Project: 8.1.1 co-operate and assist each other in the development of co-ordinated TO Construction Programmes and, in the case of NGET, any other planning or analysis it undertakes in respect of the Construction Project; 8.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the Works of such other Joint Project Parties;	7.3																	XX	X			
respect of the Construction Project and NGET (together referred to as "Joint Project Parties") shall throughout the construction and commissioning of the Construction 8.1.1 co-operate and assist each other in the development of co-ordinated TO Construction Programmes and, in the case of NGET, any other planning or analysis it undertakes in respect of the Construction Project; 8.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the Works of such other Joint Project Parties;	8																					
undertakes in respect of the Construction Project; 8.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the Works of such other Joint Project Parties;	8.1	respect of the Construction Project and NGET (together referred to as "Joint Project Parties") shall throughout the construction and commissioning of the Construction Project:																				
	8.1.1																					
8.1.3 meet from time to time, if so requested by another Joint Project Party, to agree arrangements to facilitate such development; and	8.1.2	provide each other from time to time with relevant information to the extent that such information may materially affect the Works of such other Joint Project Parties:	;																		, IT	
<u>, , , , , , , , , , , , , , , , , , , </u>	8.1.3	meet from time to time, if so requested by another Joint Project Party, to agree arrangements to facilitate such development; and																				

Sec	tion D	Operational Switching	Alarm and Event Management Post Event Analysis and Reporting	Real Time Data Change Management	Real Time Data Provision	rovision of Asset Operational Information Operational Telephony	Black Start	System Incident Management Contingency Arrangements	Protection Testing Circuit Live Trip and DAR Tests	Operational Tests and System Tests	Safety Co-ordination between Parties Public and Site Safety	Asset Nomenclature Outage Planning	Outage Data Exchange TO Outage Change Costing	Data Exchange Mechanism Invoicing and Payment	ata Exchange for Annual Charging Setting Data Requirements for Charging Consultations	Customer Charging Enquiries Investment Planning	Feasibility Study onnection and Modification	Use of System Application TEC Changes Poguest for a Statement of Works	Variation to Agreements Variation to Agreements	perational Notification & Compliance Testing	Application Fee Seven Year Statement
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		01-	02-03-	04-	04-0	04-	-90	-90	-80	089-	60	10-11-1	11-	13-	14-7	16-1	1 8 6	<u>δ</u> φ ά	2 0 0	5 6 6	20,02
8.1.4	otherwise develop their TO Construction Programmes or, in the case of NGET, any other relevant planning or analysis, taking into account, to the extent that it is reasonable and practicable to do so, the activities and requirements of each other Joint Project Party.																				
	Without limitation to paragraph 8.1, the Joint Project Parties shall liaise throughout the construction and commissioning of a Construction Project and each shall brovide to each other Joint Project Party all information relating to its own Works and, in the case of NGET, User Works, reasonably necessary to assist each other Joint Project Party in the performance of that other's part of the Works, and shall use all reasonable endeavours to co-ordinate and integrate their respective part of he Works. There may be meetings between representatives of the Joint Project Parties and/or the User at intervals to be agreed between the Joint Project Parties and/or the User (as appropriate). Each Joint Project Party shall deliver to each other Joint Project Party a written report of its progress during each Calendar Quarter within seven days of the end of that Calendar Quarter.																		>	×	
-	COMMUNICATIONS PLANT																				
	NGET and a Transmission Owner which is constructing a New Connection Site shall agree the Communications Plant to be provided and installed by the Fransmission Owner and this may include, without limitation, Communications Plant to facilitate communications between the relevant User and NGET. Any failure to agree may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.																×				
	CONNECTION SITE RULES																				
10.1	Prior to the Completion Date under a TO Construction Agreement, the following shall be submitted pursuant to the terms of the TO Construction Agreement:)	<u>(</u>	
10.1.1	copies of the Safety Rules applicable at the relevant Transmission Owner Sites or User Sites which will be used at the User/Transmission Owner interface, as followed and forwarded in accordance with the criteria set out in Section G, sub-paragraphs 2.2.7 to 2.2.10; and																		>	(
10.1.2	notice in writing from a Transmission Owner submitted directly to the relevant User as directed by NGET, notifying NGET when it has done so, of its Safety Coordinators, which notice shall be updated and resubmitted by the Transmission Owner whenever there is a change to the identity of its Safety Coordinators or to the Connection Points; and																		>	<u> </u>	
10.1.3	written confirmation from a Transmission Owner submitted directly to the relevant User as directed by NGET, notifying NGET when it has done so, that the Safety Coordinators acting on behalf of such Transmission Owner are authorised and competent pursuant to the requirements of OC8B; and																		>	<u>C</u>	
10.1.4	written notice from a Transmission Owner submitted directly to NGET notifying NGET of a list of the managers who have been duly authorised to sign Site Responsibility Schedules on behalf of the Transmission Owner; and																		<u> </u>	<u> </u>	
10.1.5	written notice from a User, as procured by NGET and submitted directly by the User to the relevant Transmission Owner of:											\bot \bot \bot					$\perp \downarrow \downarrow$	\bot	<mark>_</mark>		+++
10.1.5. 1	the User's Safety Co-ordinators, which notice shall be updated yearly and whenever there is a change to the identity of the User's Safety Coordinators or to the Connection Points;																Ш		\	<u> </u>	
10.1.5. 2	a list of persons appointed by the User to undertake operational duties on the User's System and to issue and receive operational messages and instructions in relation to the User's System; and																Ш		<u> </u>	<u> </u>	
10.1.5. 3	an appointed person or persons responsible for the maintenance and testing of User's Plant and Apparatus;																		>	ζ	
10.1.6	a list of the User's managers who have been duly authorised to sign Site Responsibility Schedules on behalf of the User as procured by NGET and submitted by NGET to the relevant Transmission Owner; and																		>	ξ.	
10.1.7	written confirmation from a User, as procured by NGET and submitted directly by the User to the relevant Transmission Owner, that the Safety Co-ordinators acting on behalf of such User are authorised and competent pursuant to the requirements of OC8B.	g															\blacksquare	1	>	<u> </u>	
11.1	Prior to the provision of an Agreement for Energisation or Agreement for an Interim Operational Notification from a Transmission Owner, the Transmission Owner shorovide to NGET a new or revised Connection Site Specification as described in Section D, Part One, sub-paragraph 2.6.1 that reflects the information contained in he relevant TO Construction Agreement(s).	all															T		П	X	
	SITE RESPONSIBILITY SCHEDULES																				
	n order to inform site operational staff of agreed responsibilities for Plant and/or Apparatus at an operational interface, a Site Responsibility Schedule shall be produced for a Connection Site by the Transmission Owner whose Transmission System is connected to such Connection Site and NGET shall provide such Iransmission Owner with the information required to enable the Transmission Owner to prepare such Site Responsibility Schedule.																			x	
	A Transmission Owner shall forward a Site Responsibility Schedule prepared by it pursuant to paragraph 11.1 to NGET and agree any changes that may be required o such Site Responsibility Schedule with NGET. Upon finalisation of the Site Responsibility Schedule pursuant to this paragraph 12.2, the Transmission Owner shal orward a duly signed Site Responsibility Schedule to NGET and NGET shall promptly sign and procure signatures from the relevant User as required and forward such signed copy of the Site Responsibility Schedule back to the Transmission Owner.																			×	
	Each Site Responsibility Schedule must have recorded on it the Safety Rules which apply to each item of Plant and/or Apparatus in accordance with Section G, paragraph 2.2.																				
	n carrying out their obligations under this paragraph 11, the Parties shall, and NGET shall procure that Users shall, comply with Appendix 1 of the Connection Conditions to the Grid Code (as amended from time to time).																				

ACCESS 3.1 Per provisions relating to access on Traversistant Owner's Steel by Uses and dry Uses on any one of the Traversistant Owner's Steel by Uses on a	5 5
The provisions relating to access to Transmission Owner and User's Sites by Transmission Owners, are set out in the Interface Agreement between such Transmission Owner and User's Sites by Transmission Owners, are set out in the Interface Agreement in Agreement in Interface Agreement in Interface Agreement in Agreement in Interface A	pliance Testin mmissioning e nent
The provisions relating to access to Transmission Owner's Sites by Users and to User's Sites by Transmission Owner, are set out in the Interface Agreement between such Transmission Owner and User and Commission Owner's Sites by Users and to User's Sites by Transmission Owner's Access is a contained in the Interface Agreement to Interface Agre	ational Notification & Con nnissioning and Deco Application Fe Seven Year Statel
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in addition to the provisions relating to access referred to in paragraph 13.1, where a Transmission Owner Site contains exposed HV conductors, unaccompanied access will dry by granted to individuals belong an Authority for Access sawed by the Transmission Connection in the inferface Agreement. 14. DISCOMECTION AND REMOVAL OF TRANSMISSION CONNECTION ASSETS 14.1 NOSET shall provide six months notice to a Transmission Owner of the date that NOSET intends to parameterly disconnect User Equipment which is connected to such Transmission Owner in Transmission Owner with more than its months notice of an intended permanent disconnection of User Equipment connected to such Transmission Owner with more than its months notice of an intended permanent disconnection of User Equipment connected to such NoSET may provide a Transmission Owner with more than its months notice of an intended permanent disconnection of User Equipment connected to such NoSET may provide a Transmission Owner with more than its months received an intended permanent disconnection of User Equipment connected to such NoSET and provide a Transmission Owner with a such User remover any of the Transmission Owner's Transmission O	
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to such Relevant Connection Site of the Increasing User or the Decreasing User.	
1.2.2 pursuant to sub-paragraph 1.1.3, at the same time as TEC Exchange Planning Assumptions are submitted to a Transmission Owner under paragraph 2.2 or. where	
applicable, at the same time as NGET gives a Transmission Owner notice under paragraph 2.3.	
1.3 For the purposes of this Section D, Part Three, a NGET TEC Exchange Rate Application shall be deemed to be effective if it is complete and clear in all material respects.	
1.4 If a Transmission Owner reasonably considers that a NGET TEC Exchange Rate Application is not effective it shall, as soon as reasonably practicable and in any event within five Business Days of receipt of the NGET TEC Exchange Rate Application, notify NGET of:	
1.4.1 the detailed reasons why it considers the NGET TEC Exchange Rate Application is incomplete or unclear in a material respect; and	
1.4.2 and shall otherwise use its best endeavours to liaise with and assist NGET (and, where reasonably requested by NGET, any relevant third parties) so that the NGET TEC Exchange Rate Application is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a NGET TEC Exchange Rate Application may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.	
1.5 NGET shall immediately notify each other TEC Exchange Party following:	
1.5.1 any change in the NGET TEC Exchange Rate Application or associated information provided to such TEC Exchange Party; or	

Application Obte and shall. Application Chate and Shall	Sec	tion D	-1 Operational Switching	Alarm and Event Management Dost Event Analysis and Reporting	1 Real Time Data Change Management	2 Real Time Datalink Management3 Real Time Data Provision		5 Operational Telephony1 Black Start	1-2 De-synchronised Island Management1-3 System Incident Management	-4 Contingency Arrangements -1 Protection Testing	Circuit Live Trip and DAR Tests Operational Tests and System Tests	-4 User Tests User Tests -1 Safety Co-ordination between Parties	-2 Public and Site Safety	-1 Asset Nomenclature -1 Outage Planning -2 Outage Data Exchange	-3 TO Outage Change Costing	Invoicing and Payment In Data Exchange for Annual Charging Setting	-2 Data Requirements for charging -2 Consultations	3 Customer Charging Enquiries1 Investment Planning	-1 Feasibility Study -1 Connection and Modification Application	-2 Use of System Application -3 TEC Changes	Request for a Statement of Works -6 Variation to Agreements	Construction Process & Scheme Closure Operational Notification & Compliance Testing	-4 Commissioning and Decommissioning -6 Application Fee	Production of Models for GB System Planning
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2.6.1 notify the Transmission Owner submitting the request and any other Transmission Owner, which is likely to be materially affected by the requested change, whether or not and, where relevant, how NGET intends to accommodate such request, and where relevant, how NGET intends to accommodate such request, and where relevant, how NGET intends to accommodate such request, and where relevant, how NGET manages and re-issues un TEC Exchange Planning Assumptions accordingly. 2.7. A Transmission Owner may refer to the Authority as a Dispute in accordance with Section H, paragraph 4.1: 2.7.1 any notice received from NGET under 2.6.1; or a properties of the avoidance of doubt, any change and te-issue and the request made by such Transmission Owner under paragraphs 2.5 within a reasonable period of time, taking into account the nature, complexity and urgency of the request. 2.8. For the avoidance of doubt, any change made to TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and, where relevant, in generating or modifying such TEC Exchange Planning Assumptions pursuant to his paragraph 2. 3. TECENCHANGE TRATES 3. 1 A TO shall prepare each TO TEC Exchange Rate so that, if the TEC Trade to which it relates becomes effective, such Transmission Owner shall take into account TEC Exchange Planning Assumptions pursuant to the paragraph 2.2 of this Section D by giving effect to such NGET TEC Exchange Rate Application, except that: 3.1.1 Or the purpose of Part One, paragraph 2.2, such Transmission Owner shall take into account TEC Exchange Rate Application in the place of any other Planning 3.2. A Transmission Owner which receives an effective NGET TEC Exchange Rate Application in the place of any other Planning 3.2. A Transmission Own	2.5	which have been deemed pursuant to paragraph 2.3, provided that such request shall contain a description (in reasonable but not excessive detail) of the reason(s) f the request.	or																	×				
or not and, where relevant, change and re-issue such TEC Exchange Planning Assumptions accordingly. 2.7. A Transmission Owner may refer to the Authority as a Dispute in accordance with Section H, paragraph 4.1: 2.7.1 any notice received from NGET under 2.6.1; or 2.7.2 any fallure by NGET to respond to a request made by such Transmission Owner under paragraph 2.5 within a reasonable period of time, taking into account the nature, complexity and urgency of the request. 2.8 For the avoidance of doubt, any change made to TEC Exchange Planning Assumptions pursuant to paragraphs 2.4 or 2.6 shall change the existing set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions. 2.9 NGET shall act in accordance with Good Industry Practice in deciding whether to generate any set of TEC Exchange Planning Assumptions and, where relevant, in generating or modifying such TEC Exchange Planning Assumptions pursuant to this paragraph 2.2 of this Section D by giving effect to such NGET TEC Exchange Rate Application, except that: 3.1 A TO shall prepare each TO TEC Exchange Rate so that, if the TEC Trade to which it relates becomes effective, such Transmission Owner would continue to comply with the obligations in respect of the planning and development of its Transmission System set out in Part One, paragraph 2.2 of this Section D by giving effect to such NGET TEC Exchange Rate Application, except that: 3.1.1 for the purpose of Part One, paragraph 2.2 of the NGET TEC Exchange Rate Application in the place of any other Planning Assumptions provided to it under paragraph 2.2 as modified or updated pursuant to paragraph 2.4 or 2.6 j) in respect of the NGET TEC Exchange Rate Application in the place of any other Planning Assumptions. 3.2. A Transmission Owner which receives an effective NGET as soon as reasonably practicable and, in any event, on or before the later of: 3.3.1 three months less thirteen Business Days after the User Application Date; and	2.6																			X			$\perp \! \! \perp \! \! \! \perp$	
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2.7.1 any notice received from NGET under 2.6.1; or 2.7.2 any failure by NGET to respond to a request made by such Transmission Owner under paragraph 2.5 within a reasonable period of time, taking into account the nature, complexity and urgency of the request. 2.8 For the avoidance of doubt, any change made to TEC Exchange Planning Assumptions pursuant to paragraphs 2.4 or 2.6 shall change the existing set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange P	2.6.2												$\perp \perp$				$\perp \perp$	$\perp \perp$		X			$\perp \perp$	Ш
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determined or directed by the Authority, submit a TO TEC Exchange Rate to NGET as soon as reasonably practicable and, in any event, on or before the later of: 3.2.1 three months less thirteen Business Days after the User Application Date; and	3.1.1	2 (as modified or updated pursuant to paragraphs 2.4 or 2.6) in respect of the NGET TEC Exchange Rate Application in the place of any other Planning																		×				
	3.2.	determined or directed by the Authority, submit a TO TEC Exchange Rate to NGET as soon as reasonably practicable and, in any event, on or before the later of:																		X				
3.2.2 where relevant, three months less fifteen Business Days after the TEC Exchange Assumptions Date.	3.2.1	three months less thirteen Business Days after the User Application Date; and																		X				
	3.2.2	where relevant, three months less fifteen Business Days after the TEC Exchange Assumptions Date.																		X				

Sec	tion D	1-1 Operational Switching	2-1 Alarm and Event Management 3-1 Post Event Analysis and Reporting	4-1 Real Time Data Change Management	4-2 Keal Time DataInk Wanagement 4-3 Real Time Data Provision	4-4 Provision of Asset Operational Information	6-1 Black Start	6-2 De-synchronised Island Management 6-3 System Incident Management	6-4 Contingency Arrangements 8-1 Protection Testing	8-2 Circuit Live Trip and DAR Tests 8-3 Operational Tests and System Tests	8-4 User Tests 9-1 Safety Co-ordination between Parties	0-1 Asset Nomenclature 1-1 Outage Planning	1-3 TO Outage Change Costing	 2-1 Data Exchange Mechanism 3-1 Invoicing and Payment 4-1 Data Exchange for Annual Charging Setting 	4-2 Data Requirements for Charging Consultations 4-3 Customer Charging Enguiries	6-1 Investment Planning 7-1 Feasibility Study	8-1 Connection and Modification Application 8-2 Use of System Application	8-3 TEC Changes 8-4 Request for a Statement of Works	8-6 Variation to Agreements 9-2 Construction Process & Scheme Closure	9-4 Commissioning and Decommissioning 9-6 Application Fee	0-1 Seven Year Statement 2-1 Production of Models for GB System Planning
3.3	NGET and a Transmission Owner may agree that the Transmission Owner may submit its TO TEC Exchange Rate otherwise than in accordance with the dates set	0	0 0		0	0		0 0 0		0 0 0		0	-		~ ~		7 7	~ ~			NN
-	but in paragraph 3.2 provided that: a TO TEC Exchange Rate to which sub-paragraph 3.2.1 applies shall be submitted not later than three months less five Business Days after the User Application								+									^			
3.3.2	Date; and																	X			
3.3.3	a TO TEC Exchange Rate to which sub-paragraph 3.2.2 applies shall be submitted not later than three months less seven Business Days after the TEC Exchange Assumptions Date, unless otherwise directed by the Authority.																	X			
	n the event that NGET modifies TEC Exchange Planning Assumptions after a Transmission Owner has submitted its TO TEC Exchange Rate for the NGET TEC Exchange Rate Application to which such TEC Exchange Planning Assumptions apply, the Transmission Owner shall revise and re-submit its TO TEC Exchange Rate o NGET, taking into account such modified TEC Exchange Rate Planning Assumptions, as soon as reasonably practicable.	Э							Ш		Ш							X			Ш
PART FOU	: STATEMENT OF WORKS										+										
1	STATEMENT OF WORKS PROCESS																	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			
1.1	If NGET considers it may be necessary, it shall submit a NGET Request for a Statement of Works in accordance with paragraph 1.2 to:				_	++			\perp		++							X			+
1.1.1	the Transmission Owner, if any, whose Transmission System is located at the Relevant Connection Site;				_	++			\perp		++							X			+
1.1.2	any Transmission Owner in relation to whose Transmission System the Relevant Connection Site satisfies the criteria set out in Schedule Four; and				_	++			\perp		++							X			+
1.1.3	any Transmission Owner which does not receive a NGET Request for a Statement of Works pursuant to sub-paragraphs 1.1.1 or 1.1.2, but which:				_	++			\perp		++							X			+
1.1.3.1	otherwise receives Statement of Works Planning Assumptions pursuant to paragraph 2.2 in relation to the Relevant Connection Site; or					1					++							X			
1.1.3.2	(NGET and each Transmission Owner which receives a NGET Request for a Statement of Works shall be referred to in this Section as a "Statement of Works Party").																	X			
1.2	NGET shall submit a NGET Request for a Statement of Works:																	X			
1.2.1	pursuant to sub-paragraphs 1.1.1 and 1.1.2, as soon as reasonably practicable, and in any event within three Business Days of the User Application Date in relation to such Relevant Connection Site; and	n																X			
1.2.2	pursuant to sub-paragraph 1.1.3, at the same time as Statement of Works Planning Assumptions are submitted to a Transmission Owner under paragraph 2.2 or, where applicable, at the same time as NGET gives a Transmission Owner notice under paragraph 2.3.																	X			
1.3	For the purposes of this Section D, Part Four, a NGET Request for a Statement of Works shall be deemed to be effective if it is complete and clear in all material respects.																	X			
1.4	If a Transmission Owner reasonably considers that a NGET Request for a Statement of Works is not effective it shall, as soon as reasonably practicable and in any event within five Business Days of receipt of the NGET Request for a Statement of Works, notify NGET of:																	X			
1.4.1	the detailed reasons why it considers the NGET Request for a Statement of Works is incomplete or unclear in a material respect; and																	X			
1.4.2	the amendments (including clarifications, additional information, data or other material) it considers are required to make the NGET Request for a Statement of Works effective, and shall otherwise use its best endeavours to liaise with and assist NGET (and, where reasonably requested by NGET, any relevant third parties so that the NGET Request for a Statement of Works is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a NGET Request for a Statement of Works may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.																	x			
1.5	Each Transmission Owner shall charge NGET and NGET shall pay Engineering Charges in relation to a NGET Request for a Statement of Works in accordance with Schedule Ten.																	X			
1.6	NGET shall immediately notify each other Statement of Works Party following:																	X			
1.6.1	any change in the NGET Request for a Statement of Works or associated information provided to such Statement of Works Party; or																	X			
1.6.2	the withdrawal of the relevant User Application by a User, in which case such notice shall also constitute notice of a withdrawal by NGET of any relevant NGET Request for a Statement of Works.																	X			
2	PROVISION OF STATEMENT OF WORKS PLANNING ASSUMPTIONS FOLLOWING A NGET REQUEST FOR A STATEMENT OF WORKS																				
2.1	In addition to Planning Assumptions used for general transmission planning pursuant to Section D, Part One, paragraph 2.2, NGET may, as a consequence of a Use Application for a Request for a Statement of Works, also generate a separate set of Planning Assumptions which take into account the power flows which NGET expects are likely to result from the Statement of Works Project for use by each Transmission Owner only in the preparation of a TO Statement of Works Notice ("Statement of Works Planning Assumptions").	-																x			
2.2	If NGET generates Statement of Works Planning Assumptions, it shall do so as soon as reasonably practicable and, in any event, within five Business Days of the User Application Date and shall:																	Х			
2.2.1	immediately provide to each Transmission Owner such parts of the set of Statement of Works Planning Assumptions as NGET reasonably determines are likely to materially affect such Transmission Owner's Transmission System; and																	X			

Sec	tion D		nt	ment	ent	rmation		ment		ts	ests					J Setting ng	S	lication		orks	losure	ioning	Planning
		Operational Switching	Alarm and Event Managemen	Real Time Data Change Manage	Real Time Datalink Manageme	Keal Time Data Provision ovision of Asset Operational Infor	Operational Telephony Black Start	De-synchronised Island Manager System Incident Managemen	Contingency Arrangements Protection Testing	Circuit Live Trip and DAR Test	Operational Tests and System 1 User Tests Safety Co-ordination between Pa	Public and Site Safety Asset Nomenclature	Outage Planning Outage Data Exchange	TO Outage Change Costing	Invoicing and Payment	a Exchange for Annual Charging Data Requirements for Chargir Consultations	Customer Charging Enquiries Investment Planning	Feasibility Study inection and Modification Appl	Use of System Application TEC Changes	Request for a Statement of Wo	onstruction Process & Scheme Cl	mmissioning and Decommissi Application Fee	Seven Year Statement duction of Models for GB System F
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2.2.2	at the same time as Statement of Works Planning Assumptions are provided to any Transmission Owner(s) pursuant to sub-paragraph 2.2.1, either:																			X			
2.2.2.	identify the NGET Request for a Statement of Works already submitted to such Transmission Owner under sub-paragraphs 1.1.1 or 1.1.2 to which the Statement of Works Planning Assumptions relate; or	t																		X			
2.2.2.2	submit a new NGET Request for a Statement of Works to such Transmission Owner pursuant to sub-paragraph 1.1.3.																			X			
2.3	NGET shall notify each Transmission Owner which receives a NGET Request for a Statement of Works as soon as reasonably practicable and, in any event, within two Business Days of the User Application Date, if it does not intend to generate a set of Statement of Works Planning Assumptions in respect of the relevant Statement of Works Project. Following such notice the general Planning Assumptions provided to Transmission Owners pursuant to Section D, Part One, paragraph 2.2 shall be deemed to also be Statement of Works Planning Assumptions for the purposes of such Statement of Works Project.	1																		×			
2.4	NGET may, in its discretion, change a set of Statement of Works Planning Assumptions (including any deemed Statement of Works Planning Assumptions under paragraph 2.3) by giving notice to the relevant Transmission Owner(s), at any time up to the submission by the Transmission Owner(s) of the TO Statement of Works Planning Assumptions apply.	s																		X			
2.5	A Transmission Owner may submit a request to NGET for a change to Statement of Works Planning Assumptions it has received pursuant to paragraphs 2.2 or 2.4 which have been deemed pursuant to paragraph 2.3, provided that such request shall contain a description (in reasonable but not excessive detail) of the reason(s) for the request.	or																		X			
2.6	If NGET receives a request for a change to Statement of Works Planning Assumptions pursuant to paragraph 2.5 it shall, as soon as reasonably practicable:																			X			
2.6.1	notify the Transmission Owner submitting the request and any other Transmission Owner, which is likely to be materially affected by the requested change, whether or not and, where relevant, how NGET intends to accommodate such request; and	er																		X			
2.6.2	where relevant, change and re-issue such Statement of Works Planning Assumptions accordingly.																			X			
2.7	A Transmission Owner may refer to the Authority as a Dispute in accordance with Section H, paragraph 4.1:																			X	Ш		
2.7.1	any notice received from NGET under 2.6.1; or																			X	$\perp \perp$	$\perp \perp \perp$	
2.7.2	any failure by NGET to respond to a request made by such Transmission Owner under paragraph 2.5 within a reasonable period of time, taking into account the nature, complexity and urgency of the request.																			X			
2.8	Notwithstanding any request submitted by a Transmission Owner pursuant to paragraph 2.5 above, each Transmission Owner shall continue to take account the Statement of Works Planning Assumptions provided by NGET pursuant to sub-paragraph 1.1.3 (or deemed pursuant to paragraph 2.3), for the purposes of paragraph 3.3 of this Section D, Part Four, subject to any subsequent changes made to such Statement of Works Planning Assumptions by NGET under paragraphs 2.4 or 2.6 or any determination of a Dispute referred to the Authority pursuant to paragraph 2.7.																			X			
2.9	For the avoidance of doubt, any change made to Statement of Works Planning Assumptions pursuant to paragraphs 2.4 or 2.6 shall change the existing set of Statement of Works Planning Assumptions and shall not constitute a separate set of Statement of Works Planning Assumptions.																			X			
2.1	NGET shall act in accordance with Good Industry Practice in deciding whether to generate any set of Statement of Works Planning Assumptions and, where relevan in generating or modifying such Statement of Works Planning Assumptions pursuant to this paragraph 2. TO STATEMENT OF WORKS NOTICE	ι,	Н																	X	4		
3.1	Each Transmission Owner which receives a NGET Request for a Statement of Works shall notify NGET in accordance with paragraph 3.2 whether or not such Transmission Owner requires Transmission Construction Works to be undertaken in respect of a Statement of Works Project (such notice to be referred to as a "TO Statement of Works Notice"). Where the TO Statement of Works Notice specifies that Transmission Construction Works are required, then, at any time within the period referred to at paragraph 3.6, NGET may submit to the Transmission Owner a NGET Modification Application. Where the TO Statement of Works Notice specifies that Transmission Construction Works are not required it shall specify whether or not, in planning and developing its Transmission System, the Transmissic Owner has assumed that any technical design or operational criteria will apply to User Equipment at the Relevant Connection Site, and details of what such criteria are.	on																		x			
3.2	A Transmission Owner shall submit a TO Statement of Works Notice as soon as reasonably practicable but, in any event, on or before the later of:																			X			
3.2.1	twenty-five calendar days less one Business Day after the NGET Application Date; and																			X			
3.2.2	twenty-three calendar days less one Business Day after the Statement of Works Assumptions Date.																			X	$\perp \Gamma$	$\perp \! \! \perp \! \! \! \! \! \perp$	
3.3	NGET may refer as a Dispute to the Authority in accordance with Section H, paragraph 4.1, any TO Statement of Works Notice:																			X	\coprod	$\perp \perp \perp$	Ш
3.3.1	that a Transmission Owner does not require Transmission Construction Works to be undertaken in respect of a Statement of Works Project; or																			X	$\perp \perp$	$\perp \perp$	
3.3.2	of any assumptions which a Transmission Owner intends to make in relation to User Equipment at a Relevant Connection Site.																			X	\coprod	$\perp \perp \perp$	Ш
3.4	A Transmission Owner shall prepare each TO Statement of Works Notice so that, if the Statement of Works Project to which it relates is constructed, such Transmission Owner would continue to comply with the obligations in respect of the planning and development of its Transmission System set out in Part One, paragraph 2.2 of this Section D by giving effect to such Transmission Construction Works, except that:																			X			

Sec	tion D		10	4	tion		ıt		(0)	S				ti.	D C		tion		2	sting	ning
		Operational Switching	Post Event Analysis and Reporting Real Time Data Change Managemen	Real Time Datalink Management	Real Time Data Provision Provision of Asset Operational Informa	Operational Telephony Black Start	De-synchronised Island Managemer System Incident Management	Contingency Arrangements Protection Testing	Circuit Live Trip and DAR Tests Operational Tests and System Tests	User Tests Safety Co-ordination between Partie	Public and Site Safety Asset Nomenclature	Outage Planning Outage Data Exchange	TO Outage Change Costing Data Exchange Mechanism	Invoicing and Payment Data Evchance for Annual Charning Se	Data Exchange for Almaa Charging or Data Requirements for Charging Consultations Consultations	Investment Planning Feasibility Study	Connection and Modification Applica	TEC Changes Request for a Statement of Works	Variation to Agreements Construction Process & Scheme Closu	Operational Notification & Compliance Ter Commissioning and Decommission	Application Fee Seven Year Statement Production of Models for GB System Plan
		01-1	03-1	04-2	04-3	04-5	06-2	06-4	08-3	09-1	10-1	11-1	11-3	13-1	14-2	16-1	18-1	18-3	18-6	19-3 19-4	19-6 20-1 22-1
3.4.1	for the purpose of Part One, paragraph 2.2, such Transmission Owner shall take into account Statement of Works Planning Assumptions provided to it under paragraph 2 (as modified or updated pursuant to paragraphs 2.4 or 2.6) in respect of the Statement of Works Project in the place of any other Planning Assumptions; and																	×			
3.4.2	the technical design and operational criteria for the Relevant Connection Site shall be as set out in the NGET Request for a Statement of Works together with any site-specific information set out in the TO Statement of Works Notice.																	X			
3.5	In the event that NGET modifies Statement of Works Planning Assumptions after a Transmission Owner has submitted its TO Statement of Works Notice for the Statement of Works Project to which such Statement of Works Planning Assumptions apply, the Transmission Owner shall revise and re-submit its TO Statement of Works Notice to NGET, taking into account such modified Statement of Works Planning Assumptions, as soon as reasonably practicable.																	x			
3.6	At any time up to twenty-eight calendar days plus ninety-three Business Days after the User Application Date, NGET may submit to the Transmission Owner (and such submission shall be deemed to be) a NGET Modification Application in respect of a Statement of Works Project. Processing of such deemed NGET Modification Application shall be as set out in Part Two of this Section D.																	x			

Sec	tion E	Operational Switching Alarm and Event Management	Post Event Analysis and Reporting	Real Time Data Change Management Real Time Datalink Management	Real Time Data Provision Provision of Asset Operational Information	Operational Telephony Black Start	De-synchronised Island Management System Incident Management	Contingency Arrangements	Circuit Live Trip and DAR Tests	Operational Tests and System Tests User Tests	Safety Co-ordination between Parties Public and Site Safety	Asset Nomenclature Outage Planning	Outage Data Exchange TO Outage Change Costing	Data Exchange Mechanism	for Annual Charging	Data Requirements for Charging Customer Charging Enquiries Investment Planning	Feasibility Study	Use of System Application TEC Changes	Request for a Statement of Works	Construction Process and Scheme Closure Overational Notification & Compliance Testing	Commissioning and Decommissioning	Seven Year Statement Production of Models for GB System Planning
		01-1	03-1	04-1	04-3	04-5	06-3	06-4	08-1	08-3	09-1	10-1	11-3	12-1	14-1	14-2 14-3	17-1	18-1	18-4	19-2	19-4	20-1 22-1
SECTION	E: BILLING AND PAYMENT																					
1	INTRODUCTION																					
1.1	This Section E sets out:															$\bot\bot$	$\perp \perp \downarrow$	$\bot\bot$		$\perp \perp \perp$	$\perp \downarrow \downarrow$	'
1.1.1	the constituent parts of TO Charges that are payable by NGET to Transmission Owners (the detailed description and method of calculation of which are set out in Schedule Ten and the Transmission Licences of the relevant Parties);																					
1.1.2	the invoicing and payment arrangements for TO Charges and other payments payable by Parties under the Code or a TO Construction Agreement, including the dates upon which such payments fall due;																					
1.1.3	arrangements for dealing with disputes regarding TO Charges and other amounts payable under the Code or a TO Construction Agreement; and																					
1.1.4	provisions in relation to the payment of interest on late payments and rights of dispute in relation to payments and otherwise pursuant under this Section E.																					
2	TO CHARGES																					
2.1	NGET shall pay to Transmission Owners TO Charges comprising the following:)	XX	XX	$\perp \! \! \perp \! \! \perp$					
2.1.1	charges specified in Part One of Schedule Ten (referred to as "TO General System Charges"); and)	X X	XX						
2.1.2	charges specified in Part Two of Schedule Ten (referred to as "TO Site-Specific Charges").)	XX	XX						
2.2	Each Transmission Owner shall determine its TO General System Charges in accordance with Part One of Schedule Ten.)	XX	XX						
2.3	Each Transmission Owner shall determine its TO Site-Specific Charges in accordance with Part Two of Schedule Ten.)	XX	XX						
3	INVOICING AND PAYMENT																					

Sec	tion E		nt ting	ment		rmation	mont	14		its ests	arties					g Setting jing	sə	ination	Cauci	orks	Closure e Testing	oning	Planning
		Operational Switching	Alarm and Event Managemer Post Event Analysis and Report	Real Time Data Change Manage Real Time Datalink Manageme	Real Time Data Provision	Provision of Asset Operational Infor Operational Telephony	Black Start	System Incident Managemen	Protection Testing	Circuit Live Trip and DAR Tes Operational Tests and System T	User Tests Safety Co-ordination between Pa	Public and Site Safety Asset Nomenclature	Outage Planning Outage Data Exchange	TO Outage Change Costing	Invoicing and Payment	nange tor Annual Chargin a Requirements for Charg	Customer Charging Enquirie Investment Planning	Feasibility Study Connection and Modification Appli	Use of System Application	Request for a Statement of Wo	Construction Process and Scheme Onerational Notification & Compliance	Commissioning and Decommission	Seven Year Statement Production of Models for GB System
		1-1	2-1	4-1	4-3	4-4	6-1	Z-0 6-3	0-4 8-1	8-3	8-4	9-2	1-1	1-3		4-1		7-1	8-2	8-4 8-4	9-2	9-4	9-6 0-1 2-1
3.1	Each Party entitled to receive payment under this Code or a TO Construction Agreement, including, for the avoidance of doubt, a Transmission Owner entitled to receive TO Charges ("Receiving Party"), shall invoice the Party required to make such payment to the Receiving Party ("Paying Party") in accordance with the provisions of this Section E, unless otherwise specified in this Code, or such TO Construction Agreement or agreed between the Receiving Party and the Paying Party.	0	0	0	O	0 0	Ō		Õ	0 0	0	0 (X	- -	- -						2 2 2
3.2	Other than in respect of TO Charges, the arrangements in relation to which are set out in paragraph 3.3 below, a Receiving Party shall despatch an invoice to the relevant Paying Party:														X								
3.2.1	not less than thirty days prior to the due date for payment where such due date is specified or otherwise agreed between the Receiving Party and Paying Party; or														X		一	++	+	+	11	++	+
3.2.2	not less than thirty days after the date on which such payment accrued, where such due date is not specified or otherwise agreed between the Receiving Party and Paying Party, and the Paying Party shall make such payment														X								
(i)	by the specified or otherwise agreed due date in the case of invoices received under sub-paragraph 3.2.1; or														X								
(ii)	within thirty days of the date of the Receiving Party's invoice under sub-paragraph 3.2.2.														X								
3.3	NGET shall pay TO Charges and all other payments due under a TO Construction Agreement to Transmission Owners, in the following manner:														X								
3.3.1	in the case of recurrent monthly TO Charges or other payments, on the later of:														X								
3.3.1.1	the 15th day following the day that the Transmission Owner's invoice therefor was despatched; and														X								
3.3.1.2	the 16th day of the month to which the invoiced TO Charges or other payments relate, unless, in any such case, such payment day is not a Business Day in which case payment shall be made on the next Business Day; or														X								
3.3.2	where TO Charges or other payments are payable other than monthly, within thirty days of the date of the Transmission Owner's invoice therefor.														X								
3.4	The dates for payment as set out in paragraphs 3.2(i) and (ii), 3.3.1.1 and 3.3.1.2 and 3.3.2 above shall constitute, in each case, the "Due Date" for the purposes of this Section E.														×								
3.5	All payments including, without limitation, TO Charges under this Section E shall be made in Pounds Sterling by the variable direct debit method, or such other form of bankers automated payment or other payment method or currency as shall be approved by the relevant Receiving Party, to the account number, bank and branch as the Receiving Party may from time to time notify to the relevant Paying Party.														×								
3.6	Each Receiving Party shall provide such bank account information as a Paying Party reasonably requires from time to time in order to process payments to such Receiving Party in accordance with this Section E or otherwise under this Code or a TO Construction Agreement.														X								
3.7	All payments payable under this Code and each TO Construction Agreement are (unless otherwise specified in this Code, such TO Construction Agreement or agreed between the relevant Receiving Party and Paying Party) exclusive of VAT, which shall be added to such payments, if applicable at the rate applicable at such time. All invoices issued by Parties pursuant to this Section E shall be valid VAT invoices and shall set out the requisite details of the taxable supply to which the given invoice relates.														×								
3.8	All payments under this Code shall (except to the extent otherwise required by law) be paid in full, free and clear of and without deduction set off or deferment, save as otherwise agreed by the Receiving Party and Paying Party or pursuant to a direction, other decision or award following a Dispute referred under paragraph 4.1 below.														×								
3.9	Nothing in this Section E shall be construed as preventing a Receiving Party from withdrawing and replacing (without affecting the Due Date for payment) any invoice or associated statement before the Due Date for payment of such invoice, by agreement with the relevant Paying Party, where the Receiving Party is aware of any error in such invoice or associated statement.														×								
4	DISPUTES																						
4.1	Any disputes arising out of or in relation to TO Charges or other payments under a TO Construction Agreement, this Code or otherwise pursuant to this Section E, may be referred to the Authority as a Dispute in accordance with Section H, paragraph 4.1 of this Code.																						
4.2	If a Paying Party disputes any amount shown in an invoice or statement as payable by it in respect of any TO Charges or other payments payable under a TO Construction Agreement or otherwise under this Section E, the Paying Party shall nevertheless pay the amount shown in full and may not withhold payment or any part thereof, but without prejudice to the Paying Party's right subsequently to refer such invoice or statement as a Dispute pursuant to paragraph 4.1 above.																						
5	INTEREST ON LATE PAYMENT																						
5.1	If any charges or payments payable under this Code or a TO Construction Agreement are not paid on or before the Due Date, unless otherwise specified in this Code, such TO Construction Agreement or otherwise agreed between the relevant Receiving Party and Paying Party, the Paying Party shall pay interest at the Default Interest Rate on the unpaid charge or payment from the Due Date until the day on which payment is made.																						

Sec	tion G		ınt rting	ement	ent	ırmation		ement nt		sts Tests	arties			0	g Setting	SS.		lication	orks	Closure	Testing		Planning
		Operational Switching	Alarm and Event Manageme Post Event Analysis and Repoi	Real Time Data Change Manage	Real Time Datalink Managem Real Time Data Provision	Provision of Asset Operational Info	Operational Telephony Black Start	De-synchronised Island Manage System Incident Manageme	Contingency Arrangements Protection Testing	Circuit Live Trip and DAR Ter Operational Tests and System ⁻	User Tests Safety Co-ordination between F	Public and Site Safety Asset Nomenclature	Outage Planning Outage Data Exchange	Data Exchange Mechanism	Invoicing and Payment Data Exchange for Annual Chargin	Customer Charittations Customer Charities Customer Charities	Investment Planning Feasibility Study	Connection and Modification App Use of System Application	TEC Changes Request for a Statement of Wo	Variation to Agreements Construction Process and Scheme	Operational Notification & Compliance Commissioning and Decommissi	Application Fee Seven Year Statement	Production of Models for GB System F
		1-1)2-1)3-1	1-1)4-2)4-3	14-4	1-9()6-3)6-3)6-4)8-1)8-2)8-3	09-1	19 -2	1-7	2-1	3-1	4-3	7-1	8-1	8-3	8-6	9-3	9-6	22-1
SECTION	S: GENERAL PROVISIONS		0 0		0 0					00												- 1	-
1	INTRODUCTION																						
1.1	This Section G contains those provisions that are generic to this Code including, inter alia:																						\Box
1.1.1	provisions to be adhered to by the Parties in relation to safety and environmental issues and nuclear installations;						11							11	\top	\top							\Box
1.1.2	the limitation of liability of Parties under the Code and the third party rights that apply;						11								77	\top							П
1.1.3	the restrictions on transfer and subcontracting of Parties' rights and obligations under the Code, Framework Agreement or any TO Construction Agreement and the arrangements to apply on disposal by a Party of the whole or a part of its business; and																						
1.1.4	other provisions defining the legal and contractual relationship between the Parties under this Code.																						
2	SAFETY AND ENVIRONMENT						+	\rightarrow						++	4	4			4				4
2.1	General														\blacksquare	\blacksquare			4			-	4
2.1.1	For the avoidance of any doubt, nothing in or pursuant to this Code shall:	-					++								\rightarrow	\dashv		$\sqcup \sqcup$		++-	\vdash	++	\perp
2.1.1.1	be taken to require a Party to do anything which could or would be unsafe or contrary to that Party's environmental obligations; nor					-	+	+						++	+	$+\!+\!$		\sqcup	$-\!\!\!\!+\!\!\!\!\!-$	++	\vdash	++	\perp
2.1.1.2	prevent a Party from doing anything which could or would be unsafe or contrary to that Party's environmental obligations to omit to do.						+	+				V		++	+	++		\sqcup		+	\vdash	++	\perp
2.1.2.1	A Transmission Owner shall notify NGET in the event that, and as soon as, such Transmission Owner: becomes aware that, for safety purposes or pursuant to environmental obligations of such Transmission Owner, the Transmission Owner is reasonably likely to configure, or has urgently had to configure, any part of its Transmission System or otherwise take any steps other than in accordance with a direction from NGET or	·,										X											\prod
2.1.2.2	becomes aware that, for safety purposes or pursuant to environmental obligations of such Transmission Owner, it is reasonably likely to be, or has been, prevented, restricted or delayed from complying with a direction from NGET in relation to the configuration of any part of its Transmission System.											X											
2.1.3	Each Party shall use its best endeavours to identify and remove or lessen the likelihood of any circumstances arising in which such Party might seek to place reliance upon the provisions of paragraph 2.1.1 including, without limitation, by discussing such issues with the other Parties where appropriate.																						
2.2	User and Transmission Owner Safety Requirements																						
2.2.1	Notwithstanding that a Transmission Owner is not a party to the CUSC and is not thereby required to comply with the Grid Code, a Transmission Owner shall comply with:										X												
2.2.1.1	Operating Code No 8, Appendix 2 of the Grid Code ("OC8B"); and						\perp	\perp			X				\perp	\rightarrow		$\sqcup \sqcup$		$\perp \perp$	igspace	++	4
2.2.1.2	(in carrying out its obligations under Section D, Part Two, paragraph 11), Appendix 1 of the Connection Conditions of the Grid Code,	-			_	+	++	++	\perp		X		\perp	++	\dashv	+		\square	\perp	+	\vdash	++	$\perp \downarrow$
	(each as amended from time to time).	+		$\sqcup \downarrow$	\perp	+	++	++	\perp		X			+	\dashv	$\dashv \downarrow$		\square		+	$\vdash \vdash$	++	+
2.2.2	NGET shall comply with, and shall procure that a User shall comply with, OC8B and Appendix 1 of the Connection Conditions of the Grid Code where and to the extent that such section applies to NGET and the User.										X												
2.2.3	Each Transmission Owner shall provide to NGET a copy of and any updates to its Safety Rules as applicable from time to time.										X												
2.2.4	NGET shall ensure that no busbar Protection, mesh corner Protection, circuit-breaker fail Protection relays, AC or DC wiring (other than power supplies of DC tripping associated with a Generating Unit itself) may be worked upon or altered by Generator personnel in the absence of a representative of the Transmission Owner or written authority from the Transmission Owner to whose Transmission System the Connection Site at which such works are to be undertaken is connected.										x												
2.2.5	Where a Transmission Owner owns the busbar Protection at the Connection Point Site, NGET shall ensure that no busbar Protection, circuit-breaker failure Protection relays, AC or DC wiring (other than power supplies of DC tripping associated with the Network Operator or Non-Embedded Customer's Apparatus itself) may be worked upon or altered by the Network Operator or Non-Network Operator or Non-Embedded Customer's personnel in the absence of a representative of the Transmission Owner or written authority from the Transmission Owner.										x												
2.2.6	A Transmission Owner shall use its best endeavours to provide a representative or to submit a written authority to NGET on request from NGET for the purposes of paragraphs 2.2.4 and 2.2.5.	f									X												
2.2.7	Unless otherwise agreed pursuant to paragraph 2.2.9, a Transmission Owner entering and working on its Plant and/or Apparatus on a User Site will work to such User's Safety Rules as advised by and forwarded to the Transmission Owner by NGET.										х												
2.2.8	Unless otherwise agreed pursuant to paragraph 2.2.10, NGET shall procure that a User entering and working on that User's Plant and/or Apparatus on a Transmission Owner Site will work to the Transmission Owner's Safety Rules, which Safety Rules, the Transmission Owner shall forward to the User directly as directed by NGET and notify NGET that it has done so.										X												

Sec	ction G		βι	nent nt	noited	nation	ent			sts	rties				Setting		20,70	ation	(S	losure	gung	ning
		Operational Switching	Alarm and Event Management Post Event Analysis and Reportir	Real Time Data Change Managem Real Time Datalink Managemen	Real Time Data Provision	Provision of Asset Operational Inform Operational Telephony	Black Start De-synchronised Island Managem	System Incident Management Contingency Arrangements	Protection Testing Circuit Live Trip and DAR Tests	Operational Tests and System Te	Safety Co-ordination between Pa	Asset Nomenclature	Outage Pranting Outage Data Exchange TO Outage Change Costing	Data Exchange Mechanism Invoicing and Payment	Data Exchange for Annual Charging 5	Constant Charging Enquiries Investment Planning	Feasibility Study	Use of System Application	Request for a Statement of Work	Construction Process and Scheme C	Commissioning and Decommission	Application Fee Seven Year Statement Production of Models for GB System Plan
		1-1)2-1)3-1)4-1)4-2	04-3)4-4)6-1)6-2)6-3)6-4)8-1)8-2	38-3	09-2	1-1	11-2	3-1	1-4-1	14-3	17-1	18-2	8-4	9-2	19-4	20-1 22-1
2.2.9	A Transmission Owner may, with a minimum of six weeks notice, apply to NGET for permission to work according to its own Safety Rules when working on its own Plant and/or Apparatus at a User Site rather than the User's Safety Rules. NGET shall consult with the relevant User and, subject to NGET and the User's agreement that the Transmission Owner's Safety Rules provide for a level of safety commensurate with those set out in paragraph 2.2.7, NGET will notify the Transmission Owner in writing that, with effect from the date requested by the Transmission Owner, the Transmission Owner may use its own Safety Rules when working on the Transmission Owner's Plant and/or Apparatus on that User Site, which Safety Rules, the Transmission Owner shall forward to the User directly as directed by NGET and notify NGET that it has done so. Until such written approval from NGET, the Transmission Owner will continue to use the Safety Rules in accordance with paragraph 2.2.7.										х											
2.2.10	NGET may (on behalf of a User), with a minimum of six weeks notice, apply to a Transmission Owner and consult with that Transmission Owner regarding permission for work to be carried out to the User's Safety Rules when work is carried out by such User on the User's Plant and/or Apparatus at the Transmission Owner's Site rather than the Transmission Owner's Safety Rules. If the Transmission Owner and NGET agree that the User's Safety Rules provide for a level of safety commensurate with those set out in paragraph 2.2.8, NGET will notify the User in writing, copied to the Transmission Owner, that, with effect from the date requested by the User may use its own Safety Rules when working on such User's Plant and/or Apparatus on that Transmission Owner's Site, which Safety Rules, NGET shall procure that the User shall continue to use the Transmission Owner's Safety Rules in accordance										x											
2.2.11	If, pursuant to paragraph 2.2.9, NGET notifies a Transmission Owner that the Transmission Owner's own Safety Rules shall apply, this shall not imply that the Transmission Owner's Safety Rules will apply to entering the User's Site and access to the Transmission Owner's Plant and/or Apparatus on that User's Site. A User has responsibility for the whole of its User Site and entry and access will always be in accordance with such User's Site access procedures.										X											
2.2.12	If, pursuant to paragraph 2.2.10, NGET notifies a User that the User's own Safety Rules shall apply, this shall not imply that, for such Transmission Owner's Site, the User's Safety Rules will apply to entering the Transmission Owner's Site, and access to the User's Plant and/or Apparatus on that Transmission Owner's Site. A Transmission Owner has responsibility for the whole of its Transmission Owner Site and entry and access will always be in accordance with such Transmission Owner's Site access procedures.										X											
3	NUCLEAR INSTALLATIONS																					
3.1	Where required by NGET upon reasonable notice, a Transmission Owner shall take any reasonable and proper action whatsoever to the extent necessary in order to comply with (or avert an anticipated breach of) any of the matters specified in paragraph 3.2.																					
3.2	The matters referred to in paragraph 3.1 are any covenant, agreement, restriction, stipulation, instruction, provision, condition or notice contained, or referred to, in a licence for the time being in force, granted in accordance with the Nuclear Installations Act 1995 (or legislation amending, replacing or modifying the same), or any consent, or approval issues, or to take effect from time to time under such licence, any emergency arrangements, operating rules or other matters from time to time under such licence, any emergency arrangements, operating rules or other matters from time to time approved by the relevant authority under, or pursuant to, any such agreements, restrictions, stipulations, instructions, conditions or notices.																					
3.3	NGET shall indemnify and keep indemnified any Transmission Owner for any loss, damage, costs and expenses incurred by that Transmission Owner as a consequence of any action of that Transmission Owner pursuant to paragraph 3.1 (to the extent that the action was not required by any licence or agreement binding on that Transmission Owner).																					
3.4	Where requested by NGET upon reasonable notice, SP Transmission Limited shall provide such information and advice in relation to its obligations and rights under the Scottish NSLPAs as shall be reasonable to enable NGET to comply with its obligations under the Code, the Grid Code and the CUSC.																					
3.5	Where requested by NGET upon reasonable notice, SP Transmission Limited shall undertake such actions in relation to its obligations and rights under the Scottish NSLPAs as shall be reasonable to enable NGET to comply with its obligations under the Code, the Grid Code and the CUSC.																					
3.6	Where requested by SP Transmission Limited upon reasonable notice, NGET shall provide such information and advice as shall be reasonable to enable SP Transmission Limited to comply with the Scottish NSLPAs.																					
3.7	Where requested by SP Transmission Limited upon reasonable notice, NGET shall undertake such actions as shall be reasonable to enable SP Transmission Limited to comply with the Scottish NSLPAs.																					
3.8	SP Transmission Limited shall notify NGET as soon as reasonable practicable of any proposal to amend the Scottish NSLPAs and shall consult with NGET in relation to the potential impact of any such proposal on the Code, the Grid Code and the CUSC to ensure that the views of NGET on that proposal are obtained and, where NGET so requires, communicated to the relevant counterparty to the Scottish NSLPAs.																					
3.9	NGET shall notify SP Transmission Limited as soon as reasonably practicable of any proposal to amend the Code and/or the Grid Code and/or the CUSC which may affect the Scottish NSLPAs and shall consult with SP Transmission Limited in relation to the potential impact of any such proposal on the Scottish NSLPAs to ensure that the views of SP Transmission Limited on that proposal are obtained and, where SP Transmission Limited so requires, considered as part of the consultation process in relation to the Grid Code and the CUSC.																					
4	LIMITATION OF LIABILITY																					
4.1	This paragraph 4, insofar as it excludes or limits liability, shall override any other provision in the Code provided that nothing in this paragraph 4 shall exclude or restrict or otherwise prejudice or affect any of:																					
4.1.1	the rights, powers, duties and obligations of any Party which are conferred or created by the Act, that Party's Transmission Licence, or the Regulations; or																					
4.1.2	the rights, powers, duties and obligations of the Authority or the Secretary of State under the Act, any Transmission Licence or otherwise howsoever.	\Box																				

Sec	tion G		ng	nent ht	11	nation		ent		(0)	sts	rties				Setting	D		ation	y,	9	losure	ning	nning
		Operational Switching	Post Event Analysis and Reporti	Real Time Data Change Managemer Real Time Datalink Managemer	Real Time Data Provision	Provision of Asset Operational Inform	Operational Telephony Black Start	De-synchronised Island Managem System Incident Management	Contingency Arrangements	Protection Testing Circuit Live Trip and DAR Tests	Operational Tests and System Te	Safety Co-ordination between Pa	Asset Nomenclature	Outage Planning Outage Data Exchange	TO Outage Change Costing Data Exchange Mechanism	Invoicing and Payment Data Exchange for Annual Charging	Customer Charging Enquiries	Investment Planning Feasibility Study	Connection and Modification Application	TEC Changes Regulast for a Statement of Worl	Variation to Agreements	Construction Process and Scriente Coperational Notification & Compliance Tr	Commissioning and Decommission Application Fee	Seven Year Statement Production of Models for GB System Pla
		01-1	03-1	04-1	04-2	04-4	04-5	06-3	06-4	08-1	08-3	09-1	10-1	11-1	11-3	13-1	14-2	16-1	18-1	18-3	18-6	19-2	19-4	20-1
4.2	Subject to any liquidated damages provisions of any TO Construction Agreement and to the indemnities provided for under paragraphs 3.3 and 4.3 of this Section G, each Party agrees and acknowledges that no Party (the "Party Liable") nor any of its officers, employees or agents shall be liable to any other Party, for loss arising from any breach of the Code or TO Construction Agreement, other than for loss directly resulting from such breach and which, at the date hereof, was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:																							
4.2.1	physical damage to the property of any other Party or its respective officers, employees or agents; or																						!	
4.2.2	the liability of any other Party, its officers, employees or agents to any other person for loss in respect of physical damage to the property of that or any other person, subject, for the avoidance of doubt, to the requirement that the amount of such liability claimed by such other Party should be mitigated in accordance with general law.																							
	provided that the liability of any Party in respect of all claims for such loss shall not exceed £5million per incident or series of related incidents.																$\perp \perp$	$\perp \perp$		\perp		\perp	!	
4.3	Nothing in this Code shall exclude or limit the liability of the Party Liable or restrict the ability of any Party to claim in respect of fraudulent misrepresentation or dea or personal injury resulting from the negligence of the Party Liable and the Party Liable shall indemnify and keep indemnified each other Party from and against all such and any loss or liability which any such other Party may suffer or incur by reason of any claim on account of fraudulent misrepresentation or death or personal injury resulting from the negligence of the Party Liable or any of its officers, employees or agents.																							
4.4	In consideration of the rights conferred upon each Transmission Owner under the Code, the right of any of the Transmission Owners to claim in negligence, other tort, or otherwise howsoever against a CUSC Party (other than NGET) in respect of any act or omission of such CUSC Party (other than NGET) in relation to the subject matter of the CUSC is hereby excluded and each Transmission Owner agrees not to pursue any such claim save that nothing in this paragraph 4.4 shall restrict the ability of a Transmission Owner to claim in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of the CUSC Party (other than NGET).																							
4.5	Subject to any liquidated damages provisions of any TO Construction Agreement, and to the indemnities provided for under paragraphs 3.3 and 4.3 of this Section G, the Party Liable nor any of its officers, employees or agents, shall not in any circumstances whatsoever be liable in relation to the Code or its obligations under the Code, to another Party for:																							
4.5.1	any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or																							
4.5.2	any indirect or consequential loss; or																				Ш			
4.5.3	loss resulting from the liability of another Party to any other person howsoever and whensoever arising, save as provided in sub-paragraph 4.2.1 and 4.2.2.																$\perp \perp$		\bot	$\perp \perp$	$\perp \downarrow$	$\perp \downarrow \downarrow$!	
4.6	The rights and remedies provided by the Code to the Parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by common law or statute in respect of the subject matter of the Code, including, without limitation, any rights any Party may possess in tort which shall include actions brought in negligence and/or nuisance. Accordingly, each of the Parties hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases a Party which is liable to another Party or other Parties, its or their officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in the Code and undertakes not to enforce any of the same except as expressly provided herein.																							
4.7	Each of the paragraphs of this paragraph 4 shall:								1				\perp				++	$\bot \bot$	$\bot\bot$	++	\bot	+	_	$\perp \perp \mid$
4.7.1	be construed as a separate and several contract term, and if one or more of such paragraphs is held to be invalid, unlawful or otherwise unenforceable the other or others of such paragraphs shall remain in full force and effect and shall continue to bind the Parties; and																							
4.7.2	survive termination of the Code and/or the Framework Agreement.																							
4.8	Each Party acknowledges and agrees that each of the other Parties holds the benefit of paragraphs 4.2 to 4.6 above for itself and as trustee and agent for its officers, employees and agents.																							
4.9	Each Party acknowledges and agrees that the provisions of this paragraph 4 have been the subject of discussion and negotiation and are fair and reasonable having regard to the circumstances as at the Code Effective Date.																							
4.1	For the avoidance of doubt, nothing in this paragraph 4 shall prevent or restrict any Party enforcing any obligation (including suing for a debt) owed to it under or pursuant to the Code.																							
5	THIRD PARTY RIGHTS																							
5.1	Subject to the remainder of this paragraph 5, a CUSC Party (other than NGET) may rely upon and enforce the terms of paragraph 4.4, against a Transmission Owner and an Other Code Party (other than NGET) may rely upon and enforce the terms of Section F, sub-paragraph 3.4.3 against a Party.																		$\perp \downarrow$	$\perp \downarrow$		$\perp \downarrow$		
5.2	The third party rights referred to in paragraph 5.1 may only be enforced by the relevant third party subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 and all other relevant terms of this Code.																		$\perp \perp$			$\perp \! \! \perp$		
5.3	Notwithstanding any other provision of the Code, the Parties may (pursuant to Section B), amend the Code without 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 Code would have an impact on the rights of third parties conferred under paragraph 5.1, then NGET shall bring such impact to the attention of Parties and third persons to the extent that such impact is not already brought to their attention in a Proposed Amendment by the Proposer.	at																						

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		Operational Switching Alarm and Event Management	Post Event Analysis and Reporting	Real Time Data Change Manageme Real Time Datalink Management	Real Time Data Provision	Provision of Asset Operational Inform Operational Telephony	Black Start	System Incident Management	Contingency Arrangements Protection Testing	Circuit Live Trip and DAR Tests Operational Tests and System Tes	User Tests Safety Co-ordination between Part	Public and Site Safety Asset Nomenclature	Outage Planning	TO Outage Change Costing	Invoicing and Payment	Data Exchange for Annual Charging S Data Requirements for charging	Customer Charging Enquiries Investment Planning	Feasibility Study Connection and Modification Applica	Use of System Application TEC Changes	Request for a Statement of Works	Construction Process and Scheme Clc	Commissioning and Decommissioning Application Fee	Seven Year Statement Production of Models for GB System Plant
		01-1	03-1	04-1	04-3	04-4	06-1	06-3	06-4	08-2	08-4	10-1	11-1	11-3	13-1	14-1	14-3	17-1	18-2	18-4	19-2	19-4	20-1
	Except as provided in paragraph 5.1, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Code but this does not affect any right or remedy of a third party which exists or is available other than pursuant to that Act.																						
ô	TRANSFER AND SUB-CONTRACTING																						
	The rights, powers, duties and obligations of a Party under the Framework Agreement, the Code or any TO Construction Agreement are personal to that Party and that Party may not assign or transfer the benefit or burden of those documents save in the following circumstances:																						
6.1.1	upon the disposal by that Party of the whole of its business or undertaking it shall have the right to transfer its rights and obligations under the Framework Agreement, the Code or any TO Construction Agreement to the purchaser thereof on condition that the purchaser (if not already a Party) enters into an Accession Agreement pursuant to Section B and confirms to the relevant Parties in writing either that all of the technical or related conditions, data, information, operational issues or other matters notified and/or agreed pursuant to Part One, Section C, paragraphs 3 and 4 or any other matters specified in or pursuant to a relevant TO Construction Agreement, by the purchaser will remain unchanged or, if any such matters are to be changed, the purchaser first notifies the relevant Parties in writing of such changes which the relevant Parties will consider and, until such consideration is complete, the transfer shall not be effective. If, having considered such changes, the relevant Parties in their reaso																						
6.1.2	upon the disposal by a Party of part of its business or undertaking comprising a part of its Transmission System that Party shall have the right to transfer its rights and obligations under this Code or any TO Construction Agreement to the purchaser thereof on condition that the purchaser (if not already a Party) enters into an Accession Agreement pursuant to Section B and confirms to the relevant Parties in writing either that all of the technical or related conditions, data, information, operational issues or other matters notified and/or agreed pursuant to Part One, Section C, paragraphs 3 and 4 by the purchaser will remain unchanged or if any such matters are to be changed, the purchaser first notifies the relevant Parties in writing of such changes which the relevant Parties will consider promptly and in any event within 28 days of receiving notice of such change and until such consideration is complete the assignment shall not be effective. If having considered such changes the relevant Parties in their																						
6.1.3	a Party may assign or charge its rights or benefits under the Framework Agreement, the Code or any TO Construction Agreement in whole or in part by way of security.																						1
6.2	Each Party shall have the right to sub-contract or delegate the performance of any of its obligations or duties arising under the Code without the prior consent of any other Party. The subcontracting by a Party of the performance of any obligations or duties under the Framework Agreement, the Code or any TO Construction Agreement shall not relieve that Party from liability for performance of such obligation or duty.	y																					
7	INTELLECTUAL PROPERTY																						
7.1	All Intellectual Property Rights relating to the subject matter of the Code or any TO Construction Agreement conceived, originated, devised, developed or created by a Party, its officers, employees, agents or consultants during the currency of the Code or any TO Construction Agreement shall vest in such Party as sole beneficial owner thereof save where the Parties agree in writing or the provisions of this Code expressly state otherwise.																						
0 1	FORCE MAJEURE If any Party (the "Non-Performing Party") shall be unable to carry out any of its obligations under the Code or any TO Construction Agreement due to a circumstance of Force Majeure, the Code or any TO Construction Agreement shall remain in effect, but:																						
8.1.1	the Non-Performing Party's relevant obligations;	++	++	+	\vdash	+	\dashv	++	+	-	++	++	++	++	++	++	++	+	+	++	++	++-	一
8.1.2	the obligations of each of the other Parties owed to the Non-Performing Party under the Code or TO Construction Agreement as the case may be; and		++	+		+							++	+	+	++	++	++	+	++	++	+	十
8.1.3	any other obligations of the other Parties under the Code or TO Construction Agreement owed between themselves which the relevant Party is unable to carry out directly as a result of the suspension of the Non-Performing Party's obligations,																						
	shall be suspended for a period equal to the circumstance of Force Majeure provided that:																\Box		,				
(a)	such circumstances do not constitute a Secured Event;																						
(b)	the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;																						
(c)	no obligations of any Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure; the Non-Performing Party gives the other Parties prompt notice describing the circumstance of Force Majeure, including the nature of the occurrence and its		\prod	+		$+ \overline{1}$	$-\Gamma$	$+ \overline{1}$			\prod			$+ \overline{+}$	$+ \overline{1}$	+	$+ \overline{1}$	$\dashv \overline{1}$	\vdash	$+ \Gamma$	$+ \overline{-}$		\vdash
(d)	expected duration, and continues to furnish regular reports to the other Parties with respect thereto during the period of Force Majeure;															$\perp \perp \perp$	$\perp \! \! \perp \! \! \perp$		\perp	$\perp \perp$		'	Ш
(e)	the Non-Performing Party uses all reasonable efforts to remedy its inability to perform; and		\prod			\prod										$\bot \!\!\!\! \bot$	\bot	$\perp \! \! \perp \! \! \! \! \! \! \! \! \! \! \! \! \! \! \! \!$	\coprod	\coprod	$\bot \bot$	\bot	ot
(f) 9	as soon as practicable after the event which constitutes Force Majeure, the Parties shall discuss how best to continue their operations so far as possible in accordance with the Code or TO Construction Agreement. PRIVILEGE																						
0 1	No Party shall be required to produce documents pursuant to any provision of the Code which such Party could not be compelled to produce in civil proceedings in any court in England and Wales or Scotland or to supply information which such Party could not be compelled to give in evidence in any such proceedings.																						
10	WAIVER																						

Sec	tion G		ng 	nent 1t	nation		ent			sts	ries				Setting		20	מנוסו	(S	losure	esting	,
		Operational Switching Alarm and Event Management	Post Event Analysis and Reporting	Real Time Data Change Managem Real Time Datalink Managemer	Real Time Data Provision Provision of Asset Operational Inform	Operational Telephony Black Start	De-synchronised Island Managem	Contingency Arrangements	Circuit Live Trip and DAR Tests	Operational Tests and System Te User Tests	Safety Co-ordination between Fa	Asset Nomenclature Outage Planning	Outage Data Exchange	TO Outage Change Costing Data Exchange Mechanism Invoicing and Payment	Data Exchange for Annual Charging 5	Customer Charging Enquiries	Feasibility Study	Use of System Application	I EC Changes Request for a Statement of Work	Variation to Agreements Construction Process and Scheme C	Operational Notification & Compliance Te Commissioning and Decommission	Application Fee Seven Year Statement
		1-1	3-1	14-7)4-3)4-4	14-5	96-3	96-4)8-7)8-2)8-3)8-4	09-2	1-1	1-2	1-3	1-4-1	4-3	7-1	8-2	8-4	18-6	19-3	19-6
	No delay by or omission of any Party or the Committee (including the Committee Secretary) in exercising any right, power, privilege or remedy under the Code, the																					
	Framework Agreement or any TO Construction Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, privilege or remedy shall not preclude any other or future exercise thereof or the exercise of any other right, power, privilege or remedy.			+										++								
10.3	For the avoidance of doubt, the Parties acknowledge and agree that nothing in the Code, Framework Agreement or any TO Construction Agreement shall exclude or restrict or otherwise prejudice or affect any of the rights, powers, privileges, remedies, duties and obligations of the Secretary of State or the Authority under the Act or any Transmission Licence or otherwise under any applicable law.																					
11	NOMINATED REPRESENTATIVE																					
11.1	Each Party undertakes to the other Parties that where, under any provision of the Code, action is taken by a representative of that Party, it shall ensure that its representative is duly authorised to take such action.																					
12	COMMUNICATIONS																					
12.1.	Save to the extent otherwise set out in the Code or any TO Construction Agreement or otherwise agreed by the Parties, any notice, direction, request or other communication to be given by one Party to another under or in connection with the matters contemplated by the Code, the Framework Agreement or any TO Construction Agreement shall be addressed to the recipient and sent to the address or facsimile number of such other Party provided under Section B.																					
12.2	Such notice or other communication, shall be in writing and shall be given by letter delivered by hand or sent by first class prepaid post (airmail if overseas) or facsimile unless otherwise specified in this Code or otherwise agreed between the Parties, and shall be deemed to have been received:																					
12.2.1	in the case of delivery by hand, when delivered; or																					
12.2.2	in the case of first class prepaid post, on the second day following the day of posting or (if sent airmail overseas or from overseas) on the fifth day following the day of posting; or																					
12.2.3	in the case of facsimile, on acknowledgement of the addressee's facsimile receiving equipment (where such acknowledgement occurs before 1700 hours on the day of acknowledgement and in any other case on the day following the day of acknowledgement).																					
12.3	Each Party shall use all reasonable endeavours to ensure that all information provided from that Party to another is accurate and complete and submitted in good faith.																					
12.4	The provisions of this paragraph 12 extend to any notice or other communication to be given by or to the Committee Secretary.																					
13	COUNTERPARTS																					
13.1	The Accession Agreement, Framework Agreement and any TO Construction Agreement or Code Procedures may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.																					
14	SEVERANCE OF TERMS																					
14.1	If any provision of the Code or any TO Construction Agreement is or becomes or is declared invalid, unenforceable or illegal by the courts of any competent jurisdiction to which it is subject or by order of any other Competent Authority such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the Code or TO Construction Agreement which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.																					
15	LANGUAGE																					
15.1	Every notice or other communication to be given by one Party to another under the Code shall be in the English language.																					
16	DATA PROTECTION ACT																					
16.1	Each Party warrants that it has effected, and undertakes that it will during the term of the Code effect and maintain all such notifications and registrations as it is required to effect and maintain under the Data Protection Act 1998 to enable it to lawfully perform the obligations imposed on it by the Code.																					
	Each Party undertakes to comply with the Data Protection Act 1998 in the performance of its obligations under the Code.																					
	Each Party undertakes that, in any case where information to be disclosed by it under the Code may lawfully be disclosed only with the prior consent of the person to whom the information relates, it will use its reasonable endeavours to obtain such prior consents so as to enable it promptly to perform its obligations under as envisaged by the Code.																					
17	JURISDICTION																					
17.1	Subject to Section H, the Parties irrevocably agree that only the courts of England and Wales and the courts of Scotland are to have jurisdiction to settle any disputes which may arise out of or in connection with this Code or any TO Construction Agreement and that accordingly any claim or action ("Proceedings") arising out of or in connection with this Code or any TO Construction Agreement may be brought in such courts.																					

Sec	tion G	Operational Switching	Alarm and Event Management Post Event Analysis and Reporting	Real Time Data Change Management Real Time Datalink Management	Real Time Data Provision Provision of Asset Operational Information	Operational Telephony	De-synchronised Island Management System Incident Management	Contingency Arrangements	Circuit Live Trip and DAR Tests Operational Tests and System Tests	User Tests	Safety Co-ordination between Parties Public and Site Safety	Asset Nomenclature	Outage Pranning Outage Data Exchange	TO Outage Change Costing Data Exchange Mechanism	Data Exchange for Annual Charging Setting	Customer Charging Enquiries	Investment Planning Feasibility Study	Connection and Modification Application Use of System Application	TEC Changes Request for a Statement of Works	Variation to Agreements Construction Process and Scheme Closure	Operational Notification & Compliance Testing	Application Fee	Seven Year Statement Production of Models for GB System Planning
		01-1	02-1	04-1	04-3	04-5	06-3	06-4	08-2	08-4	09-1 09-2	10-1	11-2	11-3	13-1	14-2	16-1	18-1	18-3	18-6	19-3	19-6	22-1
17.2	Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any Proceedings in any such court as is referred to in this paragraph 17 and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that judgement in any Proceedings brought in the courts of England and Wales or the courts of Scotland shall be conclusive and binding upon such Party and may be enforced in the courts of any jurisdiction.																						
17.3	For the avoidance of doubt, nothing contained in paragraphs 17.1 and 17.2 above shall be taken as permitting a Party to commence Proceedings in the courts where the Code otherwise provides for Proceedings to be referred to arbitration or to the Authority.																						