

2.3 EXPORT OF POWER FROM CONNECTION SITE

2.3.1 Subject to the other provisions of the CUSC and in particular Paragraph 2.3.3, the relevant **Bilateral Connection Agreement** and the **Grid Code**, **The Company** shall, as between **The Company** and that **User**, accept into the **GB Transmission System** at each **Connection Site** of a **User** acting in the category of **Power Station** directly connected to the **GB Transmission System**, power generated by such **User** up to the **Transmission Entry Capacity** and (if any) **STTEC** and/or **LDTEC** for the relevant **Period** as set out in Appendix C of the relevant **Bilateral Connection Agreement** except to the extent (if any) that **The Company** is prevented from doing so by transmission constraints which could not be avoided by the exercise of **Good Industry Practice** by **The Company**.

2.3.2 Subject to the other provisions of the CUSC and in particular Paragraph 2.3.3, the relevant **Bilateral Connection Agreement** and the **Grid Code**, a **User** acting in the capacity of a **Power Station** directly connected to the **GB Transmission System** shall not export on to the **GB Transmission System** power generated by such **User** in excess of the **Transmission Entry Capacity** and (if any) **STTEC** and/or **LDTEC** for the relevant **Period** as set out in Appendix C of the relevant **Bilateral Connection Agreement** save as expressly permitted or instructed pursuant to an **Emergency Instruction** under the **Grid Code** or save as expressly permitted or instructed pursuant to the **Fuel Security Code** or as may be necessary or expedient in accordance with **Good Industry Practice**.

2.3.3 In the circumstances where a **User** that has received a **Notification of Restrictions on Availability** from **The Company**, in accordance with the notification procedures set out in the relevant **Bilateral Agreement**, then:

(i) **The Company** shall accept, for the period set out in the **Notification of Restrictions on Availability**, into the **GB Transmission System** at the relevant **Connection Site(s)**, power generated and exported on to the **GB Transmission System** by such **User** provided that the **User** complies at all times during such period with the provisions of the relevant **Bilateral Agreement**; and

(ii) The **User** shall only export on to the **GB Transmission System** power generated by such **User** in accordance with the provisions of the relevant **Bilateral Agreement**.

2.3.4 **The Company** shall act in accordance with **Good Industry Practice** to, so far as reasonably practicable, limit the occurrence and minimise the duration of the **Restrictions on Availability**.

2.4 IMPORT OF POWER TO CONNECTION SITE

2.4.1 Subject to the other provisions of the **CUSC** and in particular Paragraphs 2.2.2(b) and 2.4.2, the relevant **Bilateral Connection Agreement** and the **Grid Code**, **The Company** shall as between **The Company** and that **User**, transport a supply of power to each **Connection Site** of a **User** through the **GB Transmission System** up to the **Connection Site Demand Capability** except to the extent (if any) that **The Company** is prevented from doing so by transmission constraints or by insufficiency of generation which, in either case, could not have been avoided by the exercise of **Good Industry Practice** by **The Company**.

2.4.2 In the circumstances where a **User** that has received a **Notification of Restrictions on Availability** from **The Company**, in accordance with the notification procedures set out in the relevant **Bilateral Agreement**, **The Company** shall for the period set out in the **Notification of Restrictions on Availability** transport a supply of power to the relevant **Connection Site(s)** of a **User** through the **GB Transmission System** in accordance with the provisions of the relevant **Bilateral Agreement**.

2.13 NEW CONNECTION SITES

- 2.13.1 If a **User** wishes to connect a **New Connection Site** it shall complete and submit to **The Company** a **Connection Application** and comply with the terms thereof.
- 2.13.2 Without prejudice to Standard Condition C8 of the **Transmission Licence** **The Company** shall make a **Connection Offer** (or, in the event that the **User** has also requested a **Connection Offer** for the **TEC-lite Access Product, Connection Offers**) to that **User** as soon as practicable after receipt of the **Connection Application** and (save where the **Authority** consents to a longer period) in any event not more than 3 months after receipt by **The Company** of the **Connection Application**.
- 2.13.3 The **Connection Offer** (or, in the event that the **User** has also requested a **Connection Offer** for the **TEC-lite Access Product, Connection Offers**) shall remain open for acceptance for 3 months from its receipt by that **User** unless either that **User** or **The Company** makes an application to the **Authority** under Standard Condition C9 of the **Transmission Licence**, in which event the **Connection Offer** (or, in the event that the **User** has also requested a **Connection Offer** for **TEC-lite, Connection Offers**) shall remain open for acceptance until the date 14 days after any determination by the **Authority** pursuant to such application.
- 2.13.4 If the **Connection Offer** (or, in the event that the **User** has also requested a **Connection Offer** for the **TEC-lite Access Product, one of the Connection Offers**) is accepted by that **User** the connection shall proceed according to the terms of the **CUSC** and the relevant **Bilateral Connection Agreement** and **Construction Agreement** entered into consequent upon acceptance of the **Offer**.
- 2.13.5 Prior to so proceeding a person who is not already a party to the **CUSC Framework Agreement** must become a party to the **CUSC Framework Agreement**.
- 2.13.6 Certain provisions relating to **New Connection Sites** are dealt with in Section 6. This is due to their inter-relationship with the provisions on **Modifications**.
- 2.13.7 In the event that the **User** has also requested a **Connection Offer** for the **TEC-lite Access Product, the **The Company** shall also provide to the **User**:**
- (i) **The Company's** best estimate of the **TEC-lite Transmission Network Use of System Charge** in accordance with its most recent **Long Term Tariff Publication**; and

(ii) The Company's best estimate of the probability of a **Notification of Restrictions on Availability** being issued to the **User** based on the best evidence available to **The Company** including, but not limited to, information in the **Seven Year Statement** and information provided by the **Transmission Owners** in accordance with their obligations under the **Grid Code**.

For the avoidance of doubt, this information is a best estimate only and is not legally binding.

3.9 USE OF SYSTEM CHARGES

- 3.9.1 Subject to the provisions of the **CUSC**, and any relevant **Bilateral Agreement**, together with the relevant **Charging Statements**, each **User** shall with effect from the relevant date set out in the relevant **Bilateral Agreement** (or in the **Use of System Supply Confirmation Notice**) be liable to pay to **The Company** the **Use of System Charges** in accordance with the **CUSC** calculated in accordance with the **Statement of Use of System Charges** and the **Statement of the Use of System Charging Methodology** and Standard Condition C13 of the **Transmission Licence**. **The Company** shall apply and calculate the **Use of System Charges** in accordance with the **Statement of Use of System Charges** and the **Statement of the Use of System Charging Methodology** and Standard Condition C13 of the **Transmission Licence**.
- 3.9.2 Each **User** shall, as between **The Company** and that **User**, in accordance with this Part II and Paragraph 6.6, be liable to pay to **The Company** (or **The Company** shall be so liable to pay to the **User**) the relevant Transmission Network Use of System Charges and (if appropriate) the **STTEC** and **LDTEC Charge** in respect of its use of the **GB Transmission System** applied and calculated in accordance with the **Statement of Use of System Charges** and **Statement of the Use of System Charging Methodology** and Standard Condition C13 of the **Transmission Licence**. For the avoidance of doubt, a User with the TEC-lite Access Product will be liable to pay The Company (or The Company shall be so liable to pay to the User) the TEC-lite Transmission Network Use of System Charge and (if appropriate) the STTEC and LDTEC Charge in respect of its use of the GB Transmission System.
- 3.9.3 Except in respect of **Distribution Interconnector Owners** each **User** shall, as between **The Company** and that **User**, in accordance with this Part II and Paragraph 6.6, be liable to pay to **The Company** in respect of each **Settlement Day** the **Balancing Services Use of System Charges** calculated in accordance with the **Statement of the Use of System Charging Methodology**.
- 3.9.4 Each **User** shall, as between **The Company** and that **User**, provide **The Company** with **Security Cover** in respect of **Transmission Network Use of System Demand Reconciliation Charges**, **Transmission Services Use of System Charges** and **Balancing Services Use of System Charges** in accordance with Part III below.
- 3.9.5 The charges payable in relation to use of the **GB Transmission System** may also include **One-off Charges** where those are to be payable by the

relevant **User** as provided in the relevant **Bilateral Embedded Generation Agreement**. In that case, the relevant provisions of Section 2 will apply to that **User** in relation to the **One-off Charges**.

11.3 DEFINITIONS

“Long Term Tariff Publication”

being the document published by **The Company** on the forecast future (at least five years) path of tariffs under a range of credible generation and demand scenarios.

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“Notification of Circuit Outage”

means the notification issued by **The Company** to the **User** in accordance with Clause 10.4 of the relevant **Bilateral Connection Agreement** or Clause 9.2 of the relevant **Bilateral Embedded Generation Agreement** that advises the **User** of the occurrence of the outage of the **Relevant Circuits** and the expected duration of such outage as may be amended by **The Company** from time to time in accordance with the relevant **Bilateral Agreement**. Such notification to be in accordance with **Grid Code** OC2 requirements.

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“Notification of Circuit Restriction”

means the notification issued by **The Company** to the **User** in accordance with Clause 10.8 of the relevant **Bilateral Connection Agreement** that advises the **User** of the occurrence of the reduction in capability of the **Relevant Circuits** and the expected duration of such reduction in capability as may be amended by **The Company** from time to time in accordance with the relevant **Bilateral Agreement**. Such notification to be in accordance with **Grid Code** OC2 requirements.

“Notification of Restrictions on Availability”

means a **Notification of Circuit Outage** and/or a **Notification of Circuit Restriction** as applicable.

“Output Useable”

shall have the meaning given to that term in the **Grid Code**.

“Relevant Circuits”

the defined circuits contained within the relevant **Bilateral Agreement**.

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“Restrictions on Availability”

is the outage or reduction in capability of the **Relevant Circuits** as set out in the **Notification of Restrictions on Availability**.

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“Seven Year Statement”

is the annual statement produced by **The Company** in accordance with Standard Condition C11 of the **Transmission Licence**.

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“TEC-lite Access Product”

an enduring access product for the **GB Transmission System** which is available to **Users** that have a connection design which is a variation to the connection design as provided for in

Chapter 2 of the GB Security and Quality of Supply Standards (version 1) issued under Standard Condition C17 of the **Transmission Licence** (as amended, varied or replaced from time to time) and shall be liable for **TEC-lite Transmission Network Use of System Charge**.

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“TEC-lite Transmission Network Use of System Charge”

being a component of the **Use of System Charges** payable in respect of **Transmission Network Services** for which **Users** of the **TEC-lite Access Product** are liable which shall be a lower charge than the standard **Transmission Network Use of System Charges** for an equivalent **Power Station** which has a connection design as provided for in Chapter 2 of the GB Security and Quality of Supply Standards (version 1) issued under Standard Condition C17 of the **Transmission Licence** (as amended, varied or replaced from time to time).

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“Transmission Owners”

Licensed owners of the **GB Transmission System**.

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“Transmission Related Agreement”

is an agreement entered into between **The Company** and the **User** when the **User** is a **Power Station** using the **TEC-lite Access Product**, a form of which is set out in Exhibit 6 to **Schedule 2**.

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