

Index of Revisions
(after 1st September 2004)

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| Exhibit D | Use of system application | V1.11 | CMP390 | 29/12/2022 |
| Exhibit I | Modification Application | V1.14 | CMP390 | 29/12/2022 |
| Section 3 | Use of System | V1.23 | CMP400 | 03/02/2023 |
| Section 4 | Balancing Services | V1.27 | CMP400 | 03/02/2023 |
| Section 8 | CUSC Modification | V1.36 | CMP400 | 03/02/2023 |

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| Section 11 | Interpretations and Definitions | V1.89 | CMP400 | 03/02/2023 |
| Exhibit Y | EBGL A18 Mapping Table | V1.01 | CMP400 | 03/02/2023 |
| Section 3 | Use of System | V1.24 | CMP335 | 01/04/2023 |
| Section 11 | Interpretations and Definitions | V1.90 | CMP362 CMP364 CMP335 CMP340 | 01/04/2023 |
| Section 14 | Charging Methodologies | V1.38 | CMP308 CMP336 CMP343 CMP361 CMP363 CMP388 CMP389 CMP399 CMP401 CMP409 | 01/04/2023 |
| Section 6 | General Provisions | V1.30 | CMP410 | 16/05/2023 |
| Section 1 | Applicability of Sections and Related Agreements Structure | V1.16 | CMP376 | 27/11/2023 |

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| Section 11 | Interpretation and Definitions | V1.91 | CMP376 | 27/11/2023 |
| Section 16 | Queue Management Process | V1.0 | CMP376 | 27/11/2023 |
| Schedule 2 Exhibit 3 | Construction Agreement | V1.15 | CMP376 | 27/11/2023 |
| Schedule 2 Exhibit 3A | Offshore Construction Agreement | V1.8 | CMP376 | 27/11/2023 |

Appendix A – Revisions to the CUSC for the implementation of BETTA

This table sets out the amendments to the GB CUSC which are to take effect on immediately – 1st September 2004.

| CUSC Text Location | Amendments |
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| Section 1 | |
| 1.2.4 | Row 1 in the table replace “ NGC ” with “ GB ”. |
| 1.2.4 | Row 3 in the table replace “ NGC ” with “ GB ”. |
| 1.3.1(a) | Second line replace “ NGC ” with “ GB ”. |
| 1.3.1(c)(i) | Replace the three references to “ NGC ” with “ GB ”. |
| 1.3.2 | Replace the reference to “ NGC ” with “ GB ”. |
| 1.4.1 | Replace the reference to “ NGC ” with “ GB ”. |
| Section 2 | |
| Contents Page. | Replace “ NGC ” with “Transmission Connection”. |
| 2.1.1 | Replace “ NGC ” with “ GB ”. |
| 2.1.2 | Replace the two references to “ NGC ” with “ GB ”. |
| 2.2.1 | Replace the reference in line 5 to “ NGC ” with “ GB ”. |
| 2.2.2(b) | Replace the reference to “ NGC ” with “ GB ” on line 5. |
| 2.2.3 | Replace the reference to “ NGC ” with “ GB ” on line 7. |
| 2.2.4 | Replace the references to “ NGC ” with “ GB ” on lines 1 and 3 |
| 2.3.1. | Replace reference to “ NGC ” on lines 3 and 6 with “ GB ”. |
| 2.3.2 | Replace the two references to “ NGC ” with “ GB ”. |
| 2.4 | Replace reference to “ NGC ” on line 4 with “ GB ”. |
| 2.5 | Replace reference to “ NGC ” on line 4 with “ Transmission Connection ” and replace reference to “ NGC ” on last line with “ GB ”. |
| 2.6 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>Subject to the provisions of the Grid Code and the relevant Bilateral Connection Agreement, NGC and each User shall, as between NGC and that User, be entitled to plan and execute outages of parts of in the case of NGC the GB Transmission System or Transmission Plant or Transmission Apparatus and in the case of the User its System or Plant or Apparatus at any time and from time to time.</p> |
| 2.7 | Replace reference to “ NGC ” on line 2 with “ GB ”. |
| 2.9.4 | <p>Insert the words:-</p> <p>“in England and Wales” after the word “Commissioned” on line 1.</p> |
| 2.10 | Amend paragraph as identified by the change marking in the text below:- |

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| | <p style="text-align: center;">2.10 SAFETY RULES</p> <p style="text-align: center;"><i>Safety Rules</i></p> <p>2.10.1 In relation to a Connection Site in England and Wales NGC and each User will each supply to the other and in relation to a Connection Site in Scotland NGC shall procure that the Relevant Transmission Licensee supplies to the User a copy of their Safety Rules current from time to time, including any site-specific Safety Rules, and also a copy of the Local Safety Instructions applicable at each Connection Site from time to time.</p> <p>2.10.2 In relation to a Connection Site in Scotland each User will supply to the Relevant Transmission Licensee a copy of their Safety Rules current from time to time, including any site-specific Safety Rules, and also a copy of the Local Safety Instructions applicable at each Connection Site from time to time.</p> |
| 2.11 | <p style="text-align: center;">Amend paragraph as identified by the change marking in the text below:-</p> <p style="text-align: center;">2.11 INTERFACE AGREEMENT</p> <p>2.11.1 In relation to Connection Sites and New Connection Site(s) in England and Wales NGC and each User undertake to enter into an Interface Agreement with each other and in relation to Connection Sites and New Connection Sites(s) in Scotland NGC shall procure that the Relevant Transmission Licensee shall enter into an Interface Agreement with a User in either case in a form to be agreed between them but based substantially on the forms set out in Exhibit O to the CUSC as appropriate where such Interface Agreement(s) is/are required pursuant to the applicable Bilateral Connection Agreement or otherwise.</p> <p>2.11.2 In relation to Connection Sites and New Connection Site(s) in Scotland the User undertakes to enter into an Interface Agreement with the Relevant Transmission Licensee in a form to be agreed between them but based substantially on the forms set out in Exhibit O to the CUSC as appropriate where such Interface Agreement(s) is/are required pursuant to the applicable Bilateral Connection Agreement or otherwise.</p> |
| 2.12.1(a) | Replace reference to “ NGC ” on line 2 with “ GB ”. |
| 2.12.1(b) | Replace reference to “ NGC ” on line 3 and line 6 with “ GB ”. |
| 2.12.1(c) | <p style="text-align: center;">Amend paragraph as identified by the change marking in the text below:-</p> <p>(c) in relation to Transmission Plant and Transmission Apparatus located between the GB Transmission System and a Distribution System but designed for a voltage of 132KV or below in England and Wales and below 132kV in Scotland, the electrical</p> |

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| | 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 bolted connection at or adjacent to the tee point shall be deemed to be an isolator for these purposes; |
| 2.12.1(d) | Replace reference to “ NGC ” on line 2 with “ GB ”. |
| 2.12.2 | Amend paragraph as identified by the change marking in the text below:- 2.12.2 If a User wants to use transformers of specialised design for unusual load characteristics at the electrical boundary, these shall not be owned by the User and shall form part of the GB Transmission System but the User shall pay NGC for the proper and reasonable additional cost thereof as identified by NGC in the Offer covering such transformers. In this Paragraph 2.12.2 “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). |
| 2.13.2 | Replace “C7D” with “C8”. |
| 2.13.3 | Replace “C7E” with “C9”. |
| 2.14.2 | Delete reference to “ NGC ” on line 2 and replace with “the Transmission Connection ”. |
| 2.14.3(a) | Delete reference to “ NGC ” on line 3 and replace with “ Transmission Connection ”. |
| 2.14.3(b) | Delete references to “ NGC ” on lines 4 and 7 and replace with “ Transmission Connection ”. |
| 2.14.3(c) | Delete reference to “ NGC ” on line 6 and replace with “ Transmission Connection ”. |
| 2.15.4 | Replace “ NGC ” with “ Transmission Connection ” on line 2. Replace “ NGC ” with “ GB ” on lines 4 and 5. Replace “C7” and “C7B” with “C4” and “C6” respectively. |
| 2.17 heading | Replace reference to “ NGC ” with “ TRANSMISSION CONNECTION ”. |
| 2.17.1 | Replace reference to “ NGC ” with “ Transmission Connection ” on line 3. |
| 2.17.2 | Amend paragraph as identified by the change marking in the text below:- 2.17.2 Where in NGC ’s reasonable opinion to enable NGC to comply with its statutory and licence duties and/or to enable any Relevant Transmission Licensee to comply with its statutory and |

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| | <p>licence duties it is necessary to replace a Transmission Connection Asset NGC shall give written notice of this (a "Replacement Notice") such notice to be given (subject to Paragraph 2.17.7) as soon as practicable.</p> |
| 2.17.4 | <p>Replace reference to "NGC" on last line with "Transmission Connection".</p> |
| 2.17.5 | <p>Replace reference to "NGC" on last line with "Transmission Connection". Replace reference to "C7F" with "C9".</p> |
| 2.17.6 | <p>Replace second reference to "NGC" on first line with "Transmission Connection".</p> |
| 2.17.7 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>2.17.7 NGC shall take all reasonable steps to avoid exercising its rights pursuant to this Paragraph but in the event that NGC has reasonable grounds to believe, given its licence and statutory duties or the statutory and licence duties of a Relevant Transmission Licensee that a Transmission Connection Asset should be replaced prior to or during the process outlined above then NGC shall consult with the User(s) as far as reasonably practicable and shall be entitled to replace such Transmission Connection Asset and shall advise the User(s) of this and as soon as practicable make an offer for such replacement which can be accepted or referred in accordance with Paragraph 2.17.5 above.</p> |
| 2.17.8 | <p>Replace reference to "NGC" on second line with "Transmission Connection".</p> |
| 2.17.9 | <p>Replace reference to "NGC" on first and sixth line with "Transmission Connection".</p> |
| 2.18.1 | <p>Replace reference to "NGC" on second but last line with "Transmission Connection".</p> |
| 2.18.2 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>2.18.2 NGC shall use its reasonable endeavours to re-use Transmission Connection Assets where Termination Amounts have been paid on the basis set in the Statement of the Connection Charging Methodology. Subject to Paragraph 2.18.4, in the event that a Termination Amount is paid in respect of Transmission Connection Assets and subsequently such Transmission Connection Assets in respect of which a payment has been made are re-used in the GB Transmission System then NGC shall pay to the User a sum calculated in accordance with the Statement of the Connection Charging Methodology.</p> |
| 2.18.3 | <p>Replace reference to "NGC" on the first and seventh lines with "Transmission Connection" and on line 3 with "GB".</p> |

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| 2.18.4 | Replace reference to “ NGC ” on sixth line with “ Transmission Connection ”. |
| 2.18.5 | Replace reference to “ NGC ” on sixth line with “ Transmission Connection ”. |
| 2.19.1 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>2.19.1 Where a User has a connection to the GB Transmission System it shall provide security for Termination Amounts for Transmission Connection Assets Commissioned after the Transfer Date in accordance with this Paragraph 2.19. For the avoidance of doubt references to Termination Amounts in this Part III only relate to Termination Amounts payable in respect of such Transmission Connection Assets.</p> |
| 2.19.2 | Replace reference to “ NGC ” on first line with “ GB ”. |
| Section 3 | |
| Contents Page, 3.2 | Replace reference to “ NGC ” with “ GB ”. |
| Contents Page, 3.4 | Replace reference to “ NGC ” with “ GB ”. |
| 3.1 | Replace reference to “ NGC ” with “ GB ” on first line. |
| 3.2 heading | Replace reference to “ NGC ” with “ GB ”. |
| 3.2.1 | Replace reference to “ NGC ” with “ GB ” on last line. |
| 3.2.3(a) | Replace reference to “ NGC ” with “ GB ” on fourth line. |
| 3.2.3(b) | Replace reference to “ NGC ” with “ GB ” on eighth line. |
| 3.2.4 | In first paragraph replace reference to “ NGC ” with “ GB ” on third line. |
| 3.2.4 | <p>In second paragraph amend paragraph as identified by the change marking in the text below:-</p> <p style="text-align: center;">Outages</p> <p>Subject to the provisions of the Grid Code, NGC and each User (with Plant and/or Apparatus) shall, as between NGC and that User, be entitled to plan and execute outages of parts of in the case of NGC, the GB Transmission System or Transmission Plant or Transmission Apparatus and in the case of a User, its System or Plant or Apparatus, at any time and from time to time.</p> |
| 3.2.6 | Replace reference to “ NGC ” on line 3 with “ Transmission ” and replace “ NGC ” on line 10 with “ GB ”. |
| 3.3.1(a) | Replace reference to “ NGC ” on second line with “ GB ”. |
| 3.3.3 | Insert “in England and Wales” after “ Commissioned ” on first line. |
| 3.4 heading | Replace reference to “ NGC ” with “ GB ”. |
| 3.4.1 | Replace reference to “ NGC ” on last line with “ GB ”. |
| 3.4.2 | Replace reference to “ NGC ” on third line with “ GB ”. |

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| 3.4.3 | Replace reference to “ NGC ” with “ GB ” in line 2 and insert “ Transmission ” before “ Plant ” in line 3 and before “ Apparatus ” in line 4. |
| 3.6.2 | Replace reference to “ NGC ” on third line with “ GB ”. |
| 3.7.1 | Replace reference to “ NGC ” on first and third lines with “ GB ”. |
| 3.7.2 | Replace “C7D” with “C8”. |
| 3.7.3 | Replace “C7D” with “C8”. |
| 3.7.4 | Replace “C7E” with “C9”. |
| 3.7.5 | Replace reference to “ NGC ” with “ GB ” on sixth line. |
| 3.8.3(a) | Replace reference to “ NGC ” with “ GB ” on first line. |
| 3.8.3(b) | Replace reference to “ NGC ” with “ GB ” on second line. |
| 3.8.4 | Insert “ GB ” before “ Transmission ” on line 3. |
| 3.9.1 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>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 NGC 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. NGC 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.</p> |
| 3.9.2 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>3.9.2 Each User shall, as between NGC and that User, in accordance with this Part II and Paragraph 6.6, be liable to pay to NGC (or NGC shall be so liable to pay to the User) the Transmission Network Use of System Charges 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.</p> |
| 3.9.5 | Replace reference to “ NGC ” with “the GB ” on first line. |
| 3.22.2 | Replace “ NGC ” with “ GB ” on line 6. |
| Section 4 | |

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| 4.1.2.5 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p style="text-align: center;"><i>Monitoring</i></p> <p>4.1.2.5 In order to comply with its obligations contained in Grid Code OC 5, NGC may use its Operational Metering Equipment, or Operational Metering Equipment owned by a Relevant Transmission Licensee in accordance with Paragraph 6.7.3 to ensure that, in respect of each BM Unit, a User is complying with its obligations to provide the Obligatory Reactive Power Service both in accordance with the Grid Code and in accordance with the terms of the Mandatory Services Agreement.</p> |
| Section 5 | |
| 5.1.1(a) | Replace reference to “ NGC ” on line 4 to “ GB ”. |
| 5.1.1(b) | Replace reference to “ NGC ” on lines 2 and 4 to “ GB ”. |
| 5.1.1 | In last paragraph replace reference to “ NGC ” on line 6 to “ GB ”. |
| 5.1.3 | Replace reference to “ NGC ” on line 3 to “ GB ”. |
| 5.2.1 | Replace reference to “ NGC ” on lines 2 and 5 to “ GB ”. |
| 5.2.2 | Replace reference to “ NGC ” on line 2 to “ GB ”. |
| 5.3.1(b)(i) | After the word “Court” in line 1, include the words “in England and Wales or an order of the Court of Session in Scotland”. |
| 5.3.1(b)(ii) | Replace number “29” in line 4 with “51”, in order that the reference is to section 251 of the Insolvency Act, and not to section 29. |
| 5.3.4 | <p>Amend paragraph 5.3.4(a) as identified by the change marking in the text below:-</p> <p>(a) the User shall remove any of the User's Equipment on, in the case of Connection Sites in England and Wales, NGC's or, in the case of Connection Sites in Scotland, Relevant Transmission Licensee's land(as appropriate) within 6 months or such longer period as may be agreed between the User and NGC or the Relevant Transmission Licensee (as appropriate);</p> <p style="text-align: center;">Insert the following as new sub-paragraph (b)</p> <p>(b)in the case of Connection Sites in England and Wales, NGC shall remove and, in the case of Connection Sites in Scotland, NGC shall procure that the Relevant Transmission Licensee removes, any of the Transmission Connection Assets on the User's land within 6 months or such longer period as may be agreed between the User and NGC or the Relevant Transmission Licensee (as appropriate);</p> <p>Renumber sub-paragraphs (b) and (c) as (c) and (d) respectively.</p> |
| 5.4.1 | Replace reference to “ NGC ” on lines 3 and second but last line to “ GB ”. |
| 5.4.3(a)(i) | Replace the second reference to “ NGC ” on second but last line with “ GB ”. |

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| 5.4.4 | <p>Amend heading and first paragraph as identified by the change marking in the text below:-</p> <p style="text-align: center;">5.4.4 Consequence on Transmission Licence</p> <p>If a breach of the nature referred to in Paragraph 5.4.1 continues to the extent that it places or seriously threatens to place in the immediate future NGC in breach of the Transmission Licence and/or places or seriously threatens to place in the immediate future any Relevant Transmission Licensee in breach of its transmission licence NGC may:</p> |
| 5.4.5(a)(iii) | Replace reference to “ NGC ” on last line with “ GB ”. |
| 5.4.5(a)(iv) | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>(iv) in the case of a De-energisation under Paragraph 5.4.4 ceasing in NGC’s opinion to place or seriously threaten to place in the immediate future NGC in material breach of the Transmission Licence and/or places or seriously threatens to place in the immediate future any Relevant Transmission Licensee in material breach of its transmission licence,</p> |
| 5.4.5(b) | Replace “C7E” with “C9”. |
| 5.4.7(a) | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>(a) NGC shall in relation to such an Event of Default of a User in relation to a Connection Site:</p> <p>(i) Disconnect all the User’s Equipment at the Connection Site; and</p> <p>(ii) the User concerned shall remove any of the User’s Equipment on, in the case of Connection Sites in England and Wales, NGC’s or, in the case of Connection Sites in Scotland, Relevant Transmission Licensee’s land (as appropriate) within six (6) months of the date of termination or such longer period as may be agreed between NGC or the Relevant Transmission Licensee (as appropriate) and the relevant User; and</p> <p>(iii) in the case of Connection Sites in England and Wales, NGC shall remove and, in the case of Connection Sites in Scotland, NGC shall procure that the Relevant Transmission Licensee removes, any of the Transmission Connection Assets on the land of the User concerned within 6 months or such longer period as may be agreed between the User and NGC or the Relevant</p> |

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| | <p style="text-align: center;">Transmission Licensee (as appropriate).</p> <p>Such User shall (notwithstanding any longer time for payment which but for such termination the User may have for payment pursuant to the CUSC or the relevant Bilateral Agreement) within 14 days from the date of termination pay to NGC all amounts due and owing on the date of such termination and be liable to pay to NGC Termination Amounts applicable to the Connection Site, such payments to be made within 14 days of the date of NGC's invoice(s) in respect thereof;</p> |
| 5.5.5.1 | <p style="text-align: center;">Amend paragraph as identified by the change marking in the text below:-</p> <p style="text-align: center;">NGC may terminate the relevant Bilateral Agreement and all others to which the User is a party and revoke the Use of System Supply Confirmation Notice and Use of System Interconnector Confirmation Notice forthwith by notice to the User if:-</p> <p>(a) NGC has given a valid notice of default pursuant to Paragraph 5.5.2; and</p> <p style="padding-left: 40px;">(b) such event of default remain</p> <p style="padding-left: 80px;">(i) the period of 6 months</p> <p style="padding-left: 40px;">from (ii) where the User disputes bona fide the event of default and has promptly brought and is actively pursuing proceedings against NGC to determine the dispute, the date on which the dispute is resolved or determined.</p> <p>Upon termination pursuant to this Paragraph the User shall pay to NGC the Termination Amounts calculated in accordance with the Charging Statements and shall disconnect all the User's Equipment at the Connection Site and:</p> <p>aa) the User concerned shall remove any of the User's Equipment on, in the case of Connection Sites in England and Wales, NGC's or, in the case of Connection Sites in Scotland, Relevant Transmission Licensee's land (as appropriate) within 6 months of the date of termination or such longer period as may be agreed between NGC or the Relevant Transmission Licensee (as appropriate) and the User; and</p> <p>bb) in the case of Connection Sites in England and Wales, NGC shall remove and, in the case of Connection Sites in Scotland, NGC shall procure that the Relevant Transmission Licensee removes, any of the Transmission Connection Assets on the land of the User concerned within 6 months or such longer period as may be agreed between the User and NGC or the Relevant Transmission Licensee (as appropriate); and cc) the provisions</p> |

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| 5.7.3 | Amend paragraph as identified by the change marking in the text below:- |
| | <p>5.7.3 Within 6 months of the date of such termination or such longer period as may be agreed between NGC and the User in the case of Connection Sites in England and Wales, and/or between the Relevant Transmission Licensee and the User in the case of Connection Sites in Scotland:</p> <p>(a) the User shall remove any of the User's Equipment on, in the case of Connection Sites in England and Wales, NGC's or, in the case of Connection Sites in Scotland, Relevant Transmission Licensee's land (as appropriate); and</p> <p>(b) in the case of Connection Sites in England and Wales, NGC shall remove and, in the case of Connection Sites in Scotland, NGC shall procure that the Relevant Transmission Licensee removes, any of the Transmission Connection Assets on the</p> |
| 5.9.5 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>If a breach of the nature referred to in Paragraph 5.9.4 continues to the extent that it places or seriously threatens to place in the immediate future NGC in breach of the Transmission Licence and/or places or seriously threatens to place in the immediate future any Relevant Transmission Licensee in breach of its transmission licence, NGC may Deenergise the Non-Embedded Customer's Equipment at the Connection Site upon the expiry of at least five (5) Business Days prior written notice to the User, provided that at the time of expiry of such notice the breach concerned remains unremedied.</p> |
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| Section 6 | |
| 6.2 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>NGC agrees with each User to (and in respect of licence obligations contained within Section D of a transmission licence, procure that a Relevant Transmission Licensee shall) make available, plan, develop, operate and maintain the GB Transmission System in accordance with the transmission licences and with the Grid Code subject to any Derogations from time to time.</p> |
| 6.7.1 | Replace reference to " NGC " on sixth line with " GB ". |
| 6.7.6 | Replace "an NGC " on second line with "a Transmission Connection ". |

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| 6.7.8 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p><i>The User shall have the right to collect and record pulses from the meters comprised in the Energy Metering System(s) at the Connection Site. In relation to Connection Sites in England and</i></p> |
| | <p><i>Wales, NGC shall give the User access in accordance with the Interface Agreement to collect and record such pulses and to install and maintain such lines and equipment as may be reasonably necessary. In relation to Connection Sites in Scotland, NGC shall procure that the Relevant Transmission Licensee shall give the User access in accordance with the Interface Agreement to collect and record such pulses and to install and maintain such lines and equipment as may be reasonably necessary.</i></p> |
| 6.8.3(b)(iii) | Replace “NGC” with “Transmission” on lines 4 and 6. |
| 6.8.3(b)(iv) | Replace “ NGC ” with “ Transmission ” on lines 4 and 9. |
| 6.9.2.3 | Delete reference to “ NGC ” on line 5 and replace “C7E” with “C9”. |
| 6.9.3.1 | Replace reference to “ NGC ” with “ GB ” on first line. |
| 6.9.3.2 | Replace “C7E” with “C9”. |

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| 6.12 | <p>On line 1 of 6.1.2.1 replace reference to “6.12.5” with “6.12.6”</p> <p>Amend paragraph 6.12.1.2 as identified by the change marking in the text below:-</p> <p>the liability of any such other CUSC Party to any other person for loss in respect of physical damage to the property of any other person, subject, for the avoidance of doubt, to the requirement that the amount of such liability claimed by such other CUSC Party should be mitigated in accordance with general law.</p> <p>Amend paragraph 6.12.2 as identified by the change marking in the text below:-</p> <p>Nothing in the CUSC shall exclude or limit the liability of the Party Liable in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of the Party Liable or any of its officers, employees or agents and the Party Liable shall indemnify and keep indemnified each of the other CUSC Parties, its officers, employees or agents, from and against all such and any loss or liability which any such other CUSC Party may suffer or incur by reason of any claim on account of fraudulent misrepresentation, death or personal injury resulting from the negligence of the Party Liable or any of its officers, employees or agents.</p> <p>Insert the following as a new sub-paragraph 6.12.3</p> <p>In consideration of the rights conferred upon each CUSC Party (other than NGC) under the CUSC, the right of such CUSC Party (other than NGC) to claim in negligence, other tort, or otherwise howsoever against a Relevant Transmission Licensee in respect of any act or omission of such Relevant Transmission Licensee in relation to the subject matter of the STC is hereby excluded and each CUSC Party (other than NGC) agrees not to pursue any such claim save that nothing in this paragraph 6.12.3 shall restrict the ability of such CUSC Party to claim in respect of fraudulent</p> |
| | <p>negligence of a Relevant Transmission Licensee.</p> <p>Renumber existing 6.12.3 so that it becomes 6.12.4 as consequence of insertion of new 6.12.3. Renumber sub-paragraphs accordingly.</p> <p>On first line of renumbered 6.12.4 replace “6.12.5” with “6.12.6”.</p> <p>Renumber existing sections 6.12.4 to 6.12.9 so that they become 6.12.5 to 6.12.10 and renumber sub-paragraphs accordingly.</p> |
| 6.13.3 | Replace reference to “ NGC ” on line 6 with “ GB ”. |
| 6.15.1.3(a) | Replace reference to “ NGC ” on first line with “ GB ”. |
| 6.15.1.3(b) | Replace reference to “ NGC ” on last line with “ GB ”. |

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| 6.22 | <p>Replace existing paragraph with the following:-</p> <p>6.22 THIRD PARTY RIGHTS</p> <p>Subject to the remainder of this Paragraph 6.22, a Relevant Transmission Licensee may rely upon and enforce the terms of Paragraph 6.12.3, against a CUSC Party (other than NGC) as specified therein.</p> <p>The third party rights referred to in Paragraph 6.22.1 (and any other terms of the CUSC which expressly provide that a third party may in his own right enforce a term of the CUSC) 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 CUSC.</p> <p>Notwithstanding any other provisions of the CUSC, the CUSC Parties may (pursuant to section 8), amend the CUSC without recourse to the consent of a third party and accordingly, section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply, save that, where and to the extent that any amendment to the CUSC would have an impact on the rights of third parties conferred under Paragraph 6.22.1, then NGC shall bring such impact to the attention of CUSC Parties and third persons to the extent that such impact is not already brought to their attention in an Amendment Proposal by the Proposer.</p> <p>Except as provided in Paragraph 6.22.1 (or insofar as the CUSC otherwise expressly provides that a third party may in its own right enforce a term of the CUSC), a person who is not a CUSC Party has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the CUSC but this does not affect any right or remedy of a third party which exists or is available apart from that Act.</p> |
| 6.23.1 | Amend paragraph as identified by the change marking in the text below:- |
| | <p>6.23.1 Subject and without prejudice to Section 7 and to Paragraph 6.23.4 below, all the CUSC 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 the CUSC including the Grid Code and any Bilateral Agreement or Mandatory Services Agreement and that accordingly any suit, action or proceeding (together in this Paragraph 6.23 referred to as "Proceedings") arising out of or in connection with the CUSC and any Bilateral Agreement or Mandatory Services Agreement may be brought in such courts.</p> |

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| 6.23.2 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>6.23.2 Each CUSC 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 6.23 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 CUSC Party and may be enforced in the courts of any other jurisdiction.</p> |
| 6.23.3 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>6.23.3 Each CUSC Party which is not incorporated in any part of Great Britain agrees that if it does not have, or shall cease to have, a place of business in Great Britain it will promptly appoint, and shall at all times maintain, a person in Great Britain irrevocably to accept service of process on its behalf in any Proceedings in Great Britain.</p> |
| 6.29 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p><i>Each and every User connected to or using the GB Transmission System shall be a BSC Party except for:</i></p> <p><i>6.29.1 Non-Embedded Customers being supplied by a Trading Party; and</i></p> <p>6.29.2 A User acting in the category of Exempt Power Station directly connected to the GB Transmission System where another party is responsible under the BSC for the export from such Exempt Power Station.</p> |
| Communications Plant (CC.6.5) – Appendix 1 | <p>In heading replace “NGC” with “Transmission”.</p> <p>Replace reference to “NGC” with “Transmission” within this table as follows:-</p> <p style="text-align: center;">Second column in first box</p> |
| | <p>Second column in second box Second column in fourth box Third column in first box Third column in second box Third column in third box Third column in fourth box Fifth column in first box</p> |

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| <p>Communications Plant (CC.6.5) – Appendix 1</p> | <p>In heading replace “NGC” with “Transmission”.</p> <p>Replace reference to “NGC” with “Transmission” within this table as follows:-</p> <p>Second column fourth box Third column first box Third column second box Third column fourth box</p> |
| <p>Communications Plant (CC.6.5) – Appendix 1 Demand</p> | <p>Replace reference to “NGC” with “Transmission” within this table as follows:-</p> <p>Second column fourth box Third column first box Third column second box Third column fourth box</p> |
| <p>Appendix 2 Operating Metering (CC.6.5.6)</p> | <p>Replace reference to “NGC” with “Transmission” within this table as follows:-</p> <p>First column fourth box Fourth column second box Fourth column third box Fourth column fourth box Fourth column fifth box Fourth column sixth box Fourth column seventh box Fourth column eighth box</p> |
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| <p>Section 7</p> | |
| <p>7.3.2</p> | <p>Delete the following on last line of the paragraph:- “(as defined in the Civil Procedure Rules 1998)”</p> |
| <p>7.4.4</p> | <p>Insert new paragraphs as follows:-</p> <p>7.4.4. Subject to paragraph 7.4.5 the CUSC Parties hereby consent to the President of the Electricity Arbitration Association deciding, at his discretion and ensuring, so far as practicable, that the proceedings relating to such a decision are managed effectively, fairly and expeditiously:</p> <p>(a) following the same process as set out in Article 13 of the Electricity Arbitration Association rules in respect of pending arbitrations, that two or more disputes referred to it for arbitration (whether pending or underway), be consolidated or otherwise</p> |

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| | <p>heard together (whether or not such disputes are all Other Disputes or an Other Dispute and any dispute(s) referred under the STC), where NGC or a CUSC Party (or a party to a dispute under the STC) so requests in writing to the Electricity Arbitration Association copied to each of NGC and/or the other CUSC Parties (as the case may be) and relevant STC parties setting out the reasons for such consolidation; or</p> <p>(b) that a dispute referred to it (whether pending or underway and whether another dispute or a dispute referred to it under the STC) be stayed for a period not exceeding three months after the referral of such dispute to the Electricity Arbitration Association, pending resolution of another dispute referred to it (whether pending or underway and whether an Other Dispute or a dispute referred under the STC).</p> |
| 7.4.5 | <p>Insert new paragraph as follows:-</p> <p>7.4.5 The consent of the CUSC Parties under paragraph 7.4.4(a) shall be deemed not to have been given where a request for consolidation thereunder is received by the Electricity Arbitration Association more than three months (or such other period as the Electricity Arbitration Association may at its discretion determine) after the referral of any Other Dispute or the STC dispute to the Electricity Arbitration Association which is the subject of such request.</p> |
| 7.5.1 | <p>Delete in the second line “(as defined in the Civil Procedure Rules 1998)”.</p> <p>Delete in the second but last line “(pursuant to the Civil Procedure Rules 1998)”.</p> |
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| Section 8 | |
| 8.5.1(b)(iii) | <p>Add the following in line 3 after “1983”:-“or the Mental Health (Scotland) Act 1960”</p> |
| 8.14.1 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>8.14.1 NGC shall establish (and, where appropriate, revise from time to time) joint working arrangements for change co-ordination with each Core Industry Document Owner and with the STC committee to facilitate the identification, co-ordination, making and implementation of change to Core Industry Documents and the STC consequent on an Amendment in a full and timely manner.</p> |

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| 8.14.2 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>8.14.2 The working arrangements referred to in Paragraph 8.14.1 shall be such as enable the consideration, development and evaluation of Amendment Proposals, and the implementation of</p> |
| | <p>Approved Amendments, to proceed in a full and timely manner and enable changes to Core Industry Documents and the STC consequent on an amendment to be made and given effect wherever possible (subject to any necessary consent of the Authority) at the same time as such Amendment is made and given effect.</p> |
| 8.15.1 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>8.15.1 A proposal to modify the CUSC may be made by a CUSC Party, by the GECC or by a BSC Party or, under Paragraphs 8.21.8 and 8.23.5, by the Amendments Panel or by a Relevant Transmission Licensee in relation to Exhibit O Part IB and Exhibit O Part IIB only.</p> |
| 8.15.2(a) | <p>After the word “Documents” add “and the STC:” on the last line.</p> |
| 8.17.3 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>8.17.3 A Working Group shall comprise at least five (5) persons (who may be Panel Members) selected by the Amendments Panel from those nominated by CUSC Parties for their relevant experience and/or expertise in the areas forming the subject-matter of the Amendment Proposal(s) to be considered by such Working Group (and the Amendments Panel shall ensure, as far as possible, that an appropriate cross-section of representation, experience and expertise is represented on such Working Group) provided that there shall always be at least one member representing NGC. CUSC Parties may notify the Panel Secretary at any time of the names of persons they wish to nominate, together with an indication of their expertise, for inclusion on a standing list of persons who would be available to sit on Working Groups. In selecting persons to sit on a particular Working Group, the Amendments Panel shall have regard to this standing list and if, and only if, the Amendments Panel is of the view that an Amendment Proposal is likely to have an impact on the STC, the Amendments Panel may invite the STC committee to appoint a representative to become a member of the Working Group. A representative of the Authority may attend any meeting of a Working Group as an observer and may speak at such meeting.</p> |
| 8.18.1 | <p>On line 5 replace “England & Wales” with “Great Britain”.</p> |

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| 8.18.2 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>8.18.2 A Standing Group shall comprise at least five (5) persons (who may be Panel Members) selected by the Amendments Panel from those nominated by CUSC Parties for their relevant experience and/or expertise in the aspect or issue to be considered</p> |
| | <p>by such Standing Group (and the Amendments Panel shall ensure, as far as possible, that an appropriate cross-section of representation, experience and expertise is represented on such Standing Group) provided that there shall always be at least one member representing NGC and if, and only if, the Amendments Panel is of the view that an Amendment Proposal is likely to have an impact on the STC, the Amendments Panel may invite the STC committee to appoint a representative to become a member of the Standing Group. A representative of the Authority may attend any meeting of a Standing Group as an observer and may speak at such meeting.</p> |
| 8.19.5 | <p>Insert “and the secretary of the STC committee” after “Core Industry Document Owners”.</p> |
| 8.20.2(h)(i) | <p>Insert “and the STC” on the last line after “Documents”.</p> |
| 8.20.2(h)(ii) | <p>Insert “and the STC” on the second line after “Documents”.</p> |
| 8.20.2(h)(iv) | <p>Insert “and the STC” on the last line after “Documents”.</p> |
| 8.20.2(h)(vi) | <p>Insert “and the STC” on the fifth line after “Documents” and also last line after “Documents”.</p> |
| 8.20.2(i) | <p>Insert “and the STC” on the last line after “Documents”.</p> |
| 8.20.2(k) | <p>Insert “and the STC committee” on the second line after “Owners”.</p> |
| 8.23.2(e) | <p>Insert new subclause “(e) the secretary of the STC committee”.</p> |
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| Section 9 | |
| contents page - Part I | <p>Replace reference to “NGC” with “GB”.</p> |
| contents page | <p>9.7 add “Transmission Connection” after “Maintenance of”.</p> |
| contents page Part II | <p>9.18 Replace reference to “NGC” with “GB”.</p> |
| contents page Part II | <p>9.20 Replace reference to “NGC” with “GB”.</p> |
| 9.1 | <p>Replace reference to “NGC” with “GB” on line 3 and line 5.</p> |
| Part I heading | <p>Replace reference to “NGC” with “GB” on line 1.</p> |
| 9.2 | <p>Replace reference to “NGC” with “GB” on line 1 and 13 before “Transmission System”.</p> |
| 9.3.1 | <p>Replace reference to “NGC” with “GB” on line 5.</p> |
| 9.3.3(a) | <p>Replace reference to “NGC” with “GB” on line 7.</p> |
| 9.3.3(b) | <p>Replace reference to “NGC” with “GB” on line 1.</p> |
| 9.4 | <p>Replace reference to “NGC” with “GB” on line 3.</p> |
| 9.5 | <p>Replace reference to “NGC” with “GB” on line 4.</p> |
| 9.6 | <p>Replace reference to “NGC” with “GB” on line 2 and line 5.</p> |

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| 9.6A | Replace “ NGC ” with “ GB ” before “ Transmission ” on line 1. |
| 9.7 heading | Add “ TRANSMISSION CONNECTION ” after “ MAINTENANCE OF ” in the heading. |
| 9.7 | Replace reference to “ NGC ” with “ Transmission Connection ” on line 4. <i>Replace reference to “NGC” with “GB” on second but last line</i> |
| 9.8 | Amend paragraph as identified by the change marking in the text below:- |

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| | <p style="text-align: center;">9.8 OUTAGES</p> <p>Subject to the provisions of the Grid Code and any Operating Agreement, NGC and the User shall as between themselves be entitled to plan and execute outages of parts of, in the case of NGC, the GB Transmission System or Transmission Plant or Transmission Apparatus and, in the case of the User, its System or Plant or Apparatus at any time and from time to time.</p> |
| 9.9.2 | Replace reference to “ NGC ” with “ Transmission Connection ” on line 2. |
| 9.9.3(a) | Replace reference to “ NGC ” with “ Transmission Connection ” on line 3. |
| 9.9.3(b) | Replace reference to “ NGC ” with “ Transmission Connection ” on line 3 and also second but last line. |
| 9.9.3(c) | Replace reference to “ NGC ” with “ Transmission Connection ” on line 6. |
| 9.9.7 | Replace reference to “ NGC ” with “ Transmission Connection ” on line 2. |
| 9.11 | Replace reference to “ NGC ” with “ GB ” on line 2. |
| 9.13.4 | Insert “in England and Wales” after “ Connection Site Commissioned ” on line 1. |
| 9.14. | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p style="text-align: center;">9.14 SAFETY RULES</p> <p>9.14.1 In relation to a Connection S Rules current from time to time, including any site-specific Safety Rules, and also a copy of the Local Safety Instructions applicable at each Connection Site from time to time.</p> <p>9.14.2 In relation to a Connection Site in Scotland each User will supply to the Relevant Transmission Licensee a copy of their Safety Rules current from time to time, including any site-specific Safety Rules, and also a copy of the Local Safety Instructions applicable at each Connection Site from time to time.</p> |

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| 9.15. | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p style="text-align: center;">9.15 INTERFACE AGREEMENT</p> <p>9.15.1 In relation to Connection Site procure that the Relevant Transmission Licensee shall enter into an Interface Agreement with a User in either case in a form to be agreed between them but based substantially on the forms set out in Schedule 2 as appropriate where such Interface Agreement(s) is/are required pursuant to the applicable Bilateral Connection Agreement or otherwise.</p> <p>9.15.2 In relation to Connection Sites and New Connection Sites in Scotland the User undertakes to enter into an Interface Agreement with the Relevant Transmission Licensee in a form to be agreed between them but based substantially on the forms</p> |
| | <p>set out in Exhibit O to the CUSC as appropriate where such Interface Agreement(s) is/are required pursuant to the applicable Bilateral Connection Agreement or otherwise.</p> |
| 9.16.1 | Replace reference to “ NGC ” with “ GB ” on line 5. |
| 9.18.2 | Replace “C7D” with “C8”. |
| 9.18.3 | Replace “C7D” with “C9”. |
| PART II heading | Replace reference to “ NGC ” with “ GB ”. |
| 9.19 | Replace reference to “ NGC ” with GB ” on line 2 and line 6. |
| 9.20 heading | Replace reference to “ NGC ” with “ GB ”. |
| 9.20.1 | Replace reference to “ NGC ” with “ GB ” on line 3. |
| 9.20.4 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>9.20.4 Subject to the provisions of the Grid Code and any Operating Agreement NGC shall be entitled to plan and execute outages of parts of the GB Transmission System or Transmission Plant or Transmission Apparatus at any time and from time to time.</p> |
| 9.21.1 | Replace reference to “ NGC ” with “ GB ” on line 1. |
| 9.21.2 | Replace reference to “C7D” with “C8”. |
| 9.21.3 | Replace reference to “C7D” with “C8”. |
| 9.21.4 | Replace “C7E” with “C9”. |
| 9.21.5 | Replace reference to “ NGC ” with “ GB ” on line 5. |
| 9.23.1 | Replace reference to “ NGC ” with “ GB ” on line 1 and line 4. |
| Section 10 | |
| 10.5 | Replace reference to “ NGC ” with “ Transmission Connection ” on line 4. |

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| Section 11 | |
| “ Authorised Electricity Operator ” | Amend as identified by the change marking in the text below:- any person (other than NGC in its capacity as operator of the GB Transmission System) who is authorised to generate, participate in the transmission of, distribute or supply electricity and for the purposes of Standard Condition C4 of the Transmission Licence shall include any person who has made application to be so authorised which application has not been refused and any person transferring electricity to or from Great Britain across an interconnector or who has made application for use of interconnector which has not been refused: |
| “ Competent Authority ” | Amend as identified by the change marking in the text below:- the Secretary of State , the Authority and any local or national agency, authority, department, inspectorate, minister (including Scottish ministers), ministry, official or public or statutory person |
| | (whether autonomous or not) of, or of the government of, the United Kingdom or the European Community; |
| “ Connection ” | Replace “ NGC ” with “ GB ” |
| “ Connection Charges ” | Replace “ NGC ” with “ GB ” |
| “ Connection Site ” | Amend as identified by the change marking in the text below:- each location more particularly described in the relevant Bilateral Agreement at which a User's Equipment and Transmission Connection Assets required to connect that User to the GB Transmission System are situated. If two or more Users own or operate Plant and Apparatus which is connected at any particular location that location shall constitute two (or the appropriate number of) Connection Sites ; |
| “ CUSC Implementation Date ” | Delete existing definition and replace with “00.01 on the 18 September 2001;” |
| “ Disconnect ” or “ Disconnection ” | Amend paragraph (c) as identified by the change marking in the text below:- (c) for Users acting in a capacity other than those detailed in (a) or (b), means permanent physical disconnection of a User's Equipment at any given Connection Site which permits removal thereof from the Connection Site or removal of all Transmission Connection Assets therefrom (as the case may be): |
| “ Distribution System ” | Replace “ NGC ” with “ GB ” on last line. |
| “ Exempt Power Station ” | Insert new definition:- a Power Station where the person generating electricity at that Power Station is exempt from the requirement to hold a Generation Licence under the Act ; |

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| <p>“GB Transmission System” or “GBTS”</p> | <p>Insert new definition:-</p> <p>the system consisting (wholly or mainly) of high voltage electric wires owned or operated by transmission licensees within Great Britain and used for the transmission of electricity from one Power Station to a sub-station or to another Power Station or between sub-stations or to or from any External Interconnection and includes any electrical plant or meters owned or operated by any transmission licensee within Great Britain in connection with the transmission of electricity but shall not include Remote Transmission Assets;</p> |
| <p>“Great Britain”</p> | <p>Insert new definition:-</p> <p>as defined in Schedule 1 of the Transmission Licence:</p> |
| <p>“Grid Supply Point”</p> | <p>Replace reference to “NGC” with “GB”</p> |
| <p>“Interconnector”</p> | <p>Replace reference to “NGC” with “GB”</p> |

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| Owner | |
| “Interconnector User” | In paragraph (a) replace “NGC” with “GB” . |
| “Interface Agreement” | Insert new definition:- the agreement(s) entered into pursuant to Paragraph 2.11 and Paragraph 9.15 based substantially on the forms set out in Exhibit O to the CUSC : |
| “Interruption” | Replace “NGC” with “GB” . |
| “Joint System Incident” | Replace “NGC” with “GB” where “NGC” currently precedes “Transmission System” |
| “Licence Standards” | Replace “Special” with “Standard” and replace “A2” with “C17”. |
| “Material Effect” | Amend as identified by the change marking in the text below:- an effect causing NGC or a Relevant Transmission Licensee to effect any works or to alter the manner of operation of Transmission Plant and/or Transmission Apparatus at the Connection Site or the site of connection or a User to effect any works or to alter the manner of operation of its Plant and/or Apparatus at the Connection Site or the site of connection which in either case involves that party in expenditure of more than £10,000: |
| “Modification” | Amend as identified by the change marking in the text below:- any actual or proposed replacement, renovation, modification, alteration, or construction by or on behalf of a User or NGC to either the User’s Plant or Apparatus or the manner of its operation or Transmission Plant or Transmission Apparatus or the manner of its operation which in either case has or may have a Material Effect on another CUSC Party at a particular Connection Site : |
| “Net Asset Value” | Replace “NGC” with “Transmission Connection” |
| “NGC Assets” | Delete |
| “NGC Asset Works” | Delete |
| “NGC’s Engineering Charges” | Replace “NGC” on last line with “GB” |
| “NGC Reinforcement Works” | Delete |
| “NGC Transmission System” | Delete |
| “NGC Works” | Delete |
| “Non-Embedded Customer” | Replace “NGC” with “GB” |
| “Offer” | Replace the reference to “NGC” which immediately precedes “Transmission System” on line 2 with “GB” . |

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| “One Off Charge” | Replace “ NGC ” with “ Construction ”. |
| “Public Distribution System Operator” | Replace “England and/or Wales” with “ Great Britain ”. |
| “Relevant Transmission Licensee” | Insert new definition:- means SP Transmission Limited in south of Scotland and Scottish Hydro- Electric Transmission Limited in north of Scotland: |
| “Replacement Period” | Replace the 3 references to “ NGC ” with “ Transmission Connection ”. |
| “Safety Coordinator(s)” | Amend as identified by the change marking in the text below:- a person or persons nominated by NGC and each User in relation to Connection Points (as defined in the Grid Code) in England and Wales or nominated by the Relevant Transmission Licensee and each User in relation to Connection Points in Scotland to be responsible for the co-ordination of Safety Precautions (as defined in the Grid Code) at each Connection Point when work and/or testing is to be carried out on a system which necessitates the provision of Safety Precautions on HV Apparatus , pursuant to OC8: |
| “Safety Rules” | Insert “, a Relevant Transmission Licensee ” after “ NGC ” on line 1. |
| “Statement of the Connection Methodology” | Replace “C7B” with “C6”. |
| “Statement of Use System Charges” | Replace “C7” with “C4”. |
| “Statement of the Use of System Charging Methodology” | Replace “C7” with “C5”. |
| “Station Demand” | In first paragraph replace “ NGC ” with “ GB ”. |
| “System” | Replace “ NGC ” with “ GB ” |
| “System Operator – Transmission Owner Code or STC” | Insert new definition:- the STC entered into by NGC pursuant to the Transmission Licence as from time to time revised in accordance with the Transmission Licence : |
| “Total System” | Replace “ NGC ” with “ GB ” and replace “England and Wales” with “ Great Britain ”. |
| “Transmission” | Insert new definition:- means, when used in conjunction with another term relating to equipment, whether defined or not, that the associated term is to be read as being part of or directly associated with the GB Transmission System and not of or with the User System : |
| “Transmission Business” | Replace the references to “ NGC ” which immediately precede “ Transmission System ” with “ GB ”. |

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| <p>“Transmission Connection Assets”</p> | <p>Insert new definition:- the Transmission Plant and Transmission Apparatus necessary to connect the User's Equipment to the GB Transmission System at any particular Connection Site in respect of which NGC charges Connection Charges (if any) as listed or identified in Appendix A to the Bilateral Connection Agreement relating to each such Connection Site.</p> |
| <p>“Transmission Connection Asset Works”</p> | <p>Insert new definition:- in relation to a particular User, as defined in its Construction Agreement.</p> |
| <p>“Transmission Reinforcement Works”</p> | <p>Insert new definition:- in relation to a particular User, as defined in its Construction Agreement.</p> |
| <p>“Use of System”</p> | <p>Replace “NGC” with “GB” on line 1.</p> |
| <p>“Use of System Charges”</p> | <p>Replace references to “C7” and “C7A” with references to “C4” and “C5” respectively, and delete “and” and “ Schedule 3 to”. Immediately after “Section 9 Part II” insert “and as amended in accordance with Standard Condition C13 of the Transmission Licence”.</p> |
| <p>“Use of System Interconnector Confirmation Notice”</p> | <p>Replace “NGC” with “GB” on line 4.</p> |
| <p>“Use of System Interconnector Offer and Confirmation Notice”</p> | <p>Replace “NGC” with “GB” on line 3.</p> |
| <p>“Use of System Interconnector Offer Notice”</p> | <p>Replace “NGC” with “GB” on line 5.</p> |
| <p>“Use of System Supply Confirmation Notice”</p> | <p>Replace the last “NGC” with “GB” on line 3.</p> |
| <p>“Use of System Supply Offer and Confirmation Notice”</p> | <p>Replace the last “NGC” with “GB” on line 3.</p> |
| <p>“Use of System Supply Offer Notice”</p> | <p>Replace the last “NGC” with “GB” on line 3.</p> |
| <p>“User’s Equipment”</p> | <p>Replace “NGC” with “the Transmission Connection” on line 5. Replace “NGC” with “GB” on line 6.</p> |
| <p>“User System”</p> | <p>Replace “NGC” with “GB” on line 14. Replace “NGC” with “GB” on penultimate line.</p> |
| <p>Section 12</p> | <p>Insert new Section as attached.</p> |
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| Schedule 2 – Exhibit 1, Bilateral Connection Agreement | |
| Contents Page, Clause 3 | Replace reference to “ NGC ” with “ Transmission Connection ”. |
| Contents Page, Appendix A | Replace reference to “ NGC ” with “ Transmission Connection ”. |
| Recital (A) | Remove reference to “ NGC ” immediately preceding “ Transmission Licence ” on line 1. Replace reference to “ NGC ” with “ GB ” on line 3. |
| Recital (B) | Replace reference to “ NGC ” with “ GB ” on line 2. Remove reference to “ NGC ” immediately preceding “ Transmission Licence ” on line 3. |
| 3 | Replace reference to “ NGC ” with “ TRANSMISSION CONNECTION ” in the heading at clause 3. Replace reference to “ NGC ” with “ Transmission Connection ” on line 1 of clause 3. |
| 4 | Replace reference to “ NGC ” with “the Transmission Connection ” on line 2. |
| 5 | Replace reference to “ NGC ” with “ GB ” on line 1. |
| 9 | Replace reference to “ NGC ” with “ GB ” on line 3. |
| 10.4 | Replace first reference to “ NGC ” with “ Construction ” on line 2 and replace second reference to “ NGC ” on line 2 with “ Transmission Connection ”. |
| Appendix A. heading | Replace reference to “ NGC’S ” with “ TRANSMISSION CONNECTION ”. |
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| Schedule 2 - Exhibit 2, Bilateral Embedded Generation Agreement | |
| Recital (A) | Remove first reference to “ NGC ” on line 1. Replace reference to “ NGC ” with “ GB ” on line 3. |
| Recital (B) | Replace reference to “ NGC ” with “ GB ” on line 1. Remove first reference to “ NGC ” on line 2. |
| Recital (C) | Replace reference to “ NGC ” with “ GB ” on line 1. |
| 5 | Replace reference to “ NGC ” with “ GB ” on line 1. |
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| Schedule 2 - Exhibit 3, Construction Agreement | |
| Contents Page, Appendix G | Replace “ NGC ” with “ Transmission Connection ”. |
| Contents Page, Appendix H | Replace “ NGC ” with Transmission ”. |

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| Recital (A) | Replace reference to “NGC” with “GB” on line 3. |
| Recital (B) | Replace reference to “NGC” with “GB” on line 2. Replace reference to “C7D” with “C8”. |
| “Charging Date” | Amend definition as identified by the change marking in the text below:- the date upon which the NGC Construction Works are first |
| | Commissioned and available for use by the User or if the Independent Engineer before, on or after the Commissioning Programme Commencement Date shall have certified in writing that the NGC Transmission Connection Assets are completed |
| | to a stage where NGC could commence commissioning and by such date the User’s Works shall not have been so certified then the date falling [] days after the date of such certification, provided that the NGC Transmission Reinforcement Works are |
| | Commissioned and Seven Year Statement Works are completed as at that date. In the event that the NGC |
| | Transmission Reinforcement Works are not so Commissioned |
| | and/or the Seven Year Statement Works are not so completed the Charging Date shall be the date on which they are Commissioned and/or completed as appropriate. |
| “Commissioning Programme” | Amend definition as identified by the change marking in the text below:- the sequence of operations/tests necessary to connect the User’s Works and the NGC Transmission Connection Asset Works to |
| | the NGC GB transmission system for the |
| | User’s Works available for operation to be determined pursuant to Clause 2.10 of this Construction Agreement . |
| New definition “Construction Site” Inserted after “Construction Programme” | Insert new definition as follows:- the site where the Transmission Connection Asset Works are being undertaken by or on behalf of NGC . |
| New definition “Construction Works” Inserted after “Construction Site” | Insert new definition as follows:- the Transmission Connection Asset Works, Transmission Reinforcement Works, Seven Year Statement Works and One Off Works and such additional works as are required in order to comply with any relevant Consents relating to any such works but excluding for the avoidance of doubt any Third Party Works . |
| “Final Sums”, sub-paragraph (2) | Replace reference to “NGC” with “Construction” on line 7. |
| “Final Sums”, sub-paragraph (3) | Replace reference to “NGC” with “Construction” on line 6. Insert the following at end of the sub-paragraph after “basis”:- |
| | “(including any such arising under the STC):” |

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| “Final Sums”, sub-paragraph (4) | Replace reference to “ NGC ” with “ Transmission Connection ” on line 2. |
| “Final Sums” | In the paragraph after sub-paragraph (5) replace reference to “ NGC ” with “ Transmission ” on line 5. |
| “NGC Assets” | Delete definition. |
| “NGC Asset Works” | Delete definition. |
| “NGC Works” | Delete definition” |
| “Seven Year Statement Works” | Amend definition as identified by the change marking in the text below:- the works set out in Table B7 of the statement prepared by NGC pursuant to Standard Condition C.11.10 Paragraph 5 of the Transmission Licence and issued by NGC in [] which in NGC’s reasonable opinion are required to be completed before the Completion Date to ensure that the NGC GB Transmission System complies with the requirements of Standard Condition C1712 of the Transmission Licence and Standard Condition D3 of any Relevant Transmission Licensee’s transmission licence prior to the Connection of the User’s Equipment in terms of Clause 7.1 [or 7.2] of this Construction Agreement . |
| New definition "Transmission Connection Assets" inserted after “Third Party Works” | Insert new definition as follows:- the assets specified in Appendix A to the Bilateral Connection Agreement . |
| New definition “Transmission Connection Asset Works” inserted after “Transmission Connection Assets” | Insert new definition as follows:- the works necessary for construction and installation of the Transmission Connection Assets at the Connection Site specified in Appendix G to this Construction Agreement . |
| New definition “Transmission Reinforcement Works” inserted after “Transmission Connection Asset Works” | Insert new definition as follows:- those works other than the Transmission Connection Asset Works, Seven Year Statement Works and One Off Works , which in the reasonable opinion of NGC are necessary to extend or reinforce the GB Transmission System in relation to and prior to the connection of the User’s Equipment at the Connection Site and which are specified in Appendix H to this Construction Agreement , where Part 1 is works required for the User and Part 2 is works required for wider system reasons. |
| “Works” | Replace reference to “ NGC ” with “ Construction ”. |

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| 2.1 | Amend clause as identified by the change marking in the text |
| | <p style="text-align: center;">below:-</p> <p>2.1 Forthwith following the date of this Construction Agreement (i) in respect of Connection Sites in England and Wales NGC and the User shall agree the Safety Rules and Local Safety Instructions to apply during the Construction Programme and Commissioning Programme; and (ii) in respect of Connection Sites in Scotland the User shall agree with the Relevant Transmission Licensee the Safety Rules and Local Safety Instructions to apply during the Construction Programme and Commissioning Programme. Failing agreement within three months of the date of this Construction Agreement the matter shall be referred to the Independent Engineer for determination in accordance with Clause 6 of the Construction Agreement.</p> |
| 2.2 | <p style="text-align: center;">Amend clause as identified by the change marking in the text below:-</p> <p>2.2 Subject to Clauses 2.3 and 2.4 of this Construction Agreement forthwith following the date of this Construction Agreement NGC shall use its best endeavours to obtain in relation to the Construction Works, and the User shall use its best endeavours to obtain in relation to the User's Works, all Consents. Each shall give advice and assistance to the other to the extent reasonably required by the other in the furtherance of these obligations. Further, each party shall, so far as it is legally able to do so, grant to, in relation to Connection Sites in England and Wales, the other, or in relation to Connection Sites in Scotland, the Relevant Transmission Licensee, all such wayleaves, easements, servitude rights, rights over or interests (but not estates as regards land in England and Wales and not heritable or leasehold interests as regards land in Scotland) in land or any other consents reasonably required by the other or the Relevant Transmission Licensee in order to enable the Works to be expeditiously completed and to enable that other to carry out its obligations to the other under this Construction Agreement and in all cases subject to such terms and conditions as are reasonable.</p> |
| 2.3 | Replace reference to “ NGC ” with “ Construction ” in line 2. |
| 2.3.1 | <p style="text-align: center;">Amend clause as identified by the change marking in the text below:-</p> <p>2.3.1 All dates specified in this Construction Agreement are subject to NGC obtaining Consents for the Construction Works in a form acceptable to it within the time required to carry out the Construction Works in accordance with the Construction Programme.</p> |

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| 2.3.2(c) | Replace reference to “ NGC ” with “ Construction ” on line 1. Next paragraph replace reference to “ NGC ” with “ Construction ” on line 1. |
| 2.4.1 | Amend last paragraph of clause as identified by the change marking in the text below:- |
| | <p>The User acknowledges these out of pocket ancillary expenses may include planning inquiries or appeals and the capital costs together with reasonable legal and surveyors costs of landowners or occupiers in acquiring permanent easements or other rights in respect of any electric line or underground cable forming part of the Transmission Connection Asset Works. This sum shall not include any capital costs incurred by NGC, in relation to Connection Sites in England and Wales, in the acquisition by it of the freehold of any land or any Relevant Transmission Licensee, in relation to Connection Sites in Scotland, in the acquisition by it of the feuhold of any land. NGC shall keep the User informed of the level of such charges and expenses being incurred. The User shall pay such sums within 28 (twenty eight) days of the date of NGC's invoice therefor.</p> |
| 2.5 | <p>Amend clause as identified by the change marking in the text below:-</p> <p>2.5 Prior to the commencement of the Transmission Connection Asset Works the User shall have the right to terminate this Construction Agreement upon giving not less than 7 (seven) days notice in writing to NGC. In the event of the User terminating this Construction Agreement in terms of this Clause 2.5 the User shall in addition to the payments for which it is liable under Clause 2.4 hereof be liable to pay to NGC a sum equal to NGC's estimate or if applicable revised estimate of Final Sums. The User shall pay such sums within 14 (fourteen) days of the date of NGC's invoice(s) therefor on termination where applicable NGC shall disconnect the User's Equipment at the Connection Site and:</p> <p>(a) the User shall remove any of the User's Equipment on, in relation to Connection Sites in England and Wales, NGC's or, in relation to Connection Sites in Scotland, Relevant Transmission Licensee's land within 6 months of the date of termination or such longer period as may be agreed between NGC or the Relevant Transmission Licensee (as appropriate) and the User; and</p> <p>(b) in the case of Connection Sites in England and Wales, NGC shall remove and, in the case of Connection Sites in Scotland, NGC shall procure that the Relevant Transmission Licensee removes, any of the Transmission Connection Assets on the User's land within 6 months of the date of termination or such longer period as may be agreed between NGC or the Relevant Transmission Licensee (as appropriate) and the User.</p> |

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| 2.6 | <p>Amend clause as identified by the change marking in the text below:-</p> <p>If the User fails to obtain all Consents for the User's Works having complied with the obligations in Clause 2.2 of this</p> |
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| | <p>Construction Agreement the obligation on the User to complete the User's Works shall cease and the User may by written notice to NGC terminate this Construction Agreement whereupon the User shall in addition to the sums for which it is liable under Clause 2.4 hereof be liable to pay to NGC a sum equal to NGC's estimate or if applicable revised estimate of Final Sums. The User shall pay such sums within 14 (fourteen) days of the date of NGC's invoice(s) therefor and (where applicable) on termination NGC shall disconnect the User's Equipment at the Connection Site and;</p> <p>(a) NGC and the User shall by agreement between them remove any of the User's Equipment and NGC's Assets on, in relation to Connection Sites in England, Wales, the UK or in relation to Connection Sites in Scotland. Relevant Transmission Licensee's land within 6 months of the date of termination or such longer period as may be agreed between NGC or the Relevant Transmission Licensee (as appropriate) and the User; and</p> <p>(b) in the case of Connection Sites in England and Wales, NGC shall remove and, in the case of Connection Sites in Scotland, NGC shall procure that the Relevant Transmission Licensee removes, any of the Transmission Connection Assets on the User's land within 6 months of the date of termination or such longer period as may be agreed between NGC or the Relevant Transmission Licensee (as appropriate) and the User.</p> |
| 2.7 | <p>Amend clause as identified by the change marking in the text below:-</p> <p>Both parties shall be entitled to contract or sub-contract for the carrying out of their respective parts of the Works (which in the case of NGC shall include work carried out by a Relevant Transmission Licensee or its contractors or sub-contractors). The User or any contractor on its behalf shall be responsible for commencing and for carrying out the User's Works to such stage of completion as shall render them capable of being Commissioned in accordance with the Construction Programme and NGC or any contractor on its behalf shall be responsible for commencing and carrying out the Construction Works to such stage of completion as shall render them capable of being Commissioned in accordance with the Construction Programme.</p> |
| 2.9 | <p>Amend clause as identified by the change marking in the text below:-</p> <p>During the period of and at the times and otherwise as provided in the Construction Programme and the Commissioning Programme NGC shall allow the User, its employees, agents, suppliers, contractors and sub-contractors necessary access to the Construction Site and the User shall allow NGC or, in the case of</p> |

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| | <p>Connection Sites in Scotland, the Relevant Transmission Licensee and in either case their employees, agents, suppliers, contractors and sub-contractors necessary access to its site to enable each to carry out the Transmission Connection Asset Works and One Off Works or User's Works but not so as to disrupt or delay the construction and completion of the other's Works on the said sites or the operation of the other's Plant and Apparatus located thereon, such access to be in accordance with any reasonable regulations relating thereto made by the site owner or occupier.</p> |
| 2.10 | Replace reference to " NGC " with " Transmission Connection " on line 3. |
| 2.11 | <p>Amend clause as identified by the change marking in the text below:-</p> <p>If at any time prior to the Completion Date it is necessary for NGC or NGC in its reasonable discretion wishes to make any addition to or omission from or amendment to the Transmission Connection Asset Works and/or Transmission Reinforcement Works and/or the One Off Works and/or the Third Party Works NGC shall notify the User in writing of such addition, omission or amendment and Appendices [B1 (One Off Works), G (Transmission Connection Asset Works) H (Transmission Reinforcement Works) and N (Third Party Works)] to this Construction Agreement and consequently Appendices [A (Transmission Connection Assets) and B (Connection Charges and One Off Charges)] to the associated Bilateral Connection Agreement shall be automatically amended to reflect the change.</p> |
| 2.12 | Replace reference to " NGC " immediately preceding " Asset Works " with "the Transmission Connection ". |
| 2.13 | <p>Amend clause as identified by the change marking in the text below:-</p> <p>2.13 [The Transmission Reinforcement Works are conditional on British Energy Generation Limited and/or Magnox Electric plc (as the case may be) granting approval to the carrying out of the Construction Works in terms of the Nuclear Site Licence Provisions Agreement being an agreement dated 30 March 1990 between NGC and Nuclear Electric plc (now called Magnox Electric plc) and an agreement dated 31 March 1996 between NGC and British Energy Generation Limited (and described as such). In the event of British Energy Generation Limited and/or Magnox Electric plc (as the case may be) not granting approval NGC shall be entitled to change the Construction Works, the Construction Programme and all dates specified in this Construction Agreement.]</p> |
| 2.14 | Replace reference to " NGC " where it immediately precedes " Works " with " Construction " on line 3. |

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| 2.15 | Replace reference to “ NGC ” where it immediately precedes “ Works ” with “ Construction ” on line 5. |
| 4.5 | Replace reference to “ NGC ” with “ Construction ” on following lines:- Line 1, line 6 and line 9 |
| 4.8 | Amend clause as identified by the change marking in the text below:- In the event that the User shall have failed, in circumstances not entitling it to the fixing of a new date as the Commissioning Programme Commencement Date pursuant to Clause 3.2, to complete the User's Works by [] to a stage where the User is ready to commence the Commissioning Programme , NGC shall have the right to terminate this Construction Agreement upon giving notice in writing to the User . In the event of such termination the User shall in addition to the amounts for which it is liable under Clause 2.4 to this Construction Agreement be liable to NGC to pay to NGC a sum equal to NGC's estimate or revised estimate of Final Sums . The User shall pay such sums within 14 (fourteen) days of the date of NGC's invoice(s) therefor and on termination (where applicable) NGC shall disconnect the User's Equipment at the Connection Site and: (a) the User shall remove any of the User's Equipment on, in relation to Connection Sites in England and Wales, NGC's or, in relation to Connection Sites in Scotland, Relevant Transmission Licensee's land within 6 months of the date of termination or such longer period as may be agreed between NGC or the Relevant Transmission Licensee (as appropriate) and the User ; and (b) in the case of Connection Sites in England and Wales, NGC shall remove and, in the case of Connection Sites in Scotland, NGC shall procure that the Relevant Transmission Licensee removes, any Transmission Connection Assets on the User's land within 6 months of the date of termination or such longer period as may be agreed between NGC or the Relevant Transmission Licensee (as appropriate) and the User . |
| 5.4.2 | Insert the following after “competent” at end of line 2 “[and a list of persons appointed pursuant to Grid Code CC5.2(m)];” |
| 5.5 | Replace reference to “ NGC ” with “ GB ” on line 1. |
| 5.6 | Replace reference to “ NGC ” where it immediately precedes “ Transmission System ” with “ GB ” on line 3. |
| 7.1 | Replace reference to “ NGC ” where it immediately precedes “ Transmission System ” with “ GB ” on line 1. Replace reference to “NGC” where it immediately precedes |
| | “ Works ” with “ Construction ” on line 5. |

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| 7.2 | <p>Replace reference to “NGC” where it immediately precedes “Reinforcement Works” with “Transmission” on line 2.</p> <p>Replace reference to “NGC” where it immediately precedes “Transmission System” with “GB” on line 5.</p> |
| 9A.3.1 | <p>Replace reference to “NGC” where it immediately precedes “Plant” with “Transmission” on line 3.</p> <p>Add “Transmission” on line 3 after “Plant and” and</p> |
| 9A.3.2 | <p>Amend clause as identified by the change marking in the text below:-</p> <p>In respect of all capital items which NGC wishes to dispose (other than those which have been, or are proposed to be installed as a replacement for Transmission Plant and Transmission Apparatus) it shall forthwith (and subject to NGC obtaining the consent of the Authority under Standard Condition B3 of the Transmission Licence if required and/or subject to any Relevant Transmission Licensee obtaining the consent of the Authority under Standard Condition B3 of its transmission licence) sell or procure the sale of the said capital item on an arms-length basis as soon as reasonably practicable. Forthwith upon receipt of the sale proceeds NGC shall pay to the User the proceeds received from any such sale together with interest thereon calculated on a daily basis from the date of termination to the date of payment at Base Rate for the time being and from time to time less any reasonable costs associated with the sale including the costs and expenses reasonably incurred and/or paid and/or which NGC is legally bound to pay on removing the capital item, any storage charges and any costs reasonably incurred by NGC in respect of reinstatement associated with removal of the capital item. NGC shall provide the User with reasonably sufficient evidence of all such costs and expenses having been incurred. If the Authority does not agree to the disposal of the capital item the capital item shall be retained by NGC and NGC shall reimburse the User the notional current market value in situ of the said capital item as between a willing buyer and a willing seller as agreed between the parties and failing agreement as determined by reference to arbitration in accordance with the Dispute Resolution Procedure together with interest thereon calculated on a daily basis from the date of termination of this Construction Agreement to the date of payment at Base Rate for the time being and from time to time.</p> |
| 9B.7.1 | <p>Replace reference to “NGC” where it immediately precedes “Plant” with “Transmission” on line 2.</p> <p>Add “Transmission” on line 3 after “Plant and” and</p> |
| 9B.7.2 | <p>Amend clause as identified by the change marking in the text below:-</p> |

In respect of all capital items which **NGC** wishes to dispose (other than those which have been, or are proposed to be installed as a replacement for **Transmission Plant** and **Transmission Apparatus**) it shall forthwith (and subject to **NGC** obtaining the consent of the **Authority** under Standard Condition B3 of the **Transmission Licence** if required and/or subject to any **Relevant Transmission Licensee** obtaining the consent of the **Authority** under Standard Condition B3 of its transmission licence) sell or procure the sale of the said capital item on an arms-length basis as soon as reasonably practicable. Forthwith upon receipt of the sale proceeds **NGC** shall pay to the **User** the proceeds received from any such sale together with interest thereon calculated on a daily basis from the date of termination to the date of payment at **Base Rate** for the time being and from time to time less any reasonable costs associated with the sale including the costs and expenses reasonably incurred and/or paid and/or which **NGC** is legally bound to pay on removing the capital item, any storage charges and any costs reasonably incurred by **NGC** in respect of reinstatement associated with removal of the capital item. **NGC** shall provide the **User** with reasonably sufficient evidence of all such costs and expenses having been incurred. If the **Authority** does not agree to the disposal of the capital item the capital item shall be retained by **NGC** and **NGC** shall reimburse the **User** the notional current market value in situ of the said capital item as between a willing buyer and a willing seller as agreed between the parties and failing agreement as determined by reference to arbitration in accordance with the **Dispute Resolution Procedure** together with interest thereon calculated on a daily basis from the date of termination of this **Construction Agreement** to the date of payment at **Base Rate** for the time being and from time to time.

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Amend clause as identified by the change marking in the text below:-

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Once an **Event of Default** pu

Connection Site and:

(a) the **User** shall remove any of the **User's Equipment** on, in relation to **Connection Sites** in England and Wales, **NGC's** or, in relation to **Connection Sites** in Scotland, **Relevant Transmission Licensee's** land within 6 months of the date of termination or such longer period as may be agreed between **NGC** or the **Relevant Transmission Licensee** (as appropriate) and the **User**; and

(b) in the case of **Connection Sites** in England and Wales, **NGC** shall remove and, in the case of **Connection Sites** in Scotland, **NGC** shall procure that the **Relevant Transmission Licensee** removes, any **Transmission Connection Assets** on the **User's** land within 6 months of the date of termination or such longer

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| | period as may be agreed between NGC or the Relevant Transmission Licensee (as appropriate) and the User . |
| Appendix [H], heading | Replace reference to “ NGC ” with “ TRANSMISSION ”. |
| Appendix [G], heading | Replace reference to “ NGC ” with “ TRANSMISSION CONNECTION ”. |
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| Schedule 2 – Exhibit 4, Mandatory Services Agreement | |
| Recital (A) | Replace reference to “ NGC ” with “ GB ” on line 3. |
| 3.2.1, second option | Replace reference to “ NGC ” with “ GB ” on line 9. |
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| Schedule 3 | |
| Part 1, 1.2(a) | Replace “ NGC ” on line 10 with “ GB ”. |
| Part 1, 1.2(b) | Replace “ NGC ” on line 7 with “ GB ”. |
| Part 1, 1.2(c) | Replace “ NGC ” on line 7 with “ GB ”. |
| Part 1, 3.3(h)(ii) | Replace “ NGC ” on line 6 with “ GB ”. |
| Appendix 1, 5.1 | Replace “ NGC ” with “ GB ” on penultimate line. |
| Appendix 6, 1.5 | Replace “ NGC ” with “ GB ”. |
| Appendix 6, 2.2 | Replace “ NGC ” with “ GB ”. |
| Appendix 6, 5(a) | Replace “ NGC ” with “ GB ” on line 1. |
| Appendix 6, 5(b) | Replace “ NGC ” with “ GB ”. |
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| Exhibit A, CUSC Accession Agreement | |
| Recital (A) | Amend paragraph as identified by the change marking in the text below:- (A) By the CUSC Framework Agreement dated 18 September 2001 made between the Original Parties named therein and as now in force between CUSC Parties and by virtue of any CUSC Accession Agreement entered into by any New Party before the date of this CUSC Accession Agreement , the CUSC Parties agreed to give effect to and be bound by the CUSC . |
| 8 | Remove the word “exclusive” on penultimate line. Insert “and the courts of Scotland only” on last line immediately after “England and Wales” |
| 9 | Replace reference to “England or Wales” with “ Great Britain ” on second but last line. |
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| Exhibit B | |
| Exhibit B, Front page | On last line of the header replace reference to “ NGC ” with GB ”. |
| 1. | Replace reference to “ NGC ” with “ GB ” on line 4. |

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| 8. | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>8. In the course of processing the application it may be necessary for NGC to consult the appropriate Public Distribution System Operator(s) on matters of technical compatibility of the GB Transmission System with their Distribution System(s) or to consult the Relevant Transmission Licensees to establish the works required on the GB Transmission System. On grounds of commercial confidentiality NGC shall need authorisation for the release to the Public Distribution System Operator(s) or Relevant Transmission Licensees of certain information contained in the Application. Any costs incurred by NGC in consulting the Public Distribution System Operator(s) or Relevant Transmission Licensees would be included in the NGC Charges for the Application. If it is found by the Public Distribution System Operator(s) that any work is required on their Distribution System(s), then it will be for the Public Distribution System Operator(s) and the Applicant to reach agreement in accordance with Paragraph 6.10.3 of the CUSC.</p> |
| 10 | <p>Add an “s” to the word “Condition” in line 3, and replace “C7” with “C4 and C6”.</p> <p>Replace “NGC’s” with “the” immediately before “Transmission Licence”.</p> |
| 11 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>11. In particular, NGC prepares Offers upon the basis that each party will design, construct, install, control, operate and maintain, in the case of the User, the Plant and Apparatus which he will own and, in the case of NGC, Transmission Plant and Transmission Apparatus usually but not necessarily applying the ownership rules set out in Paragraph 2.12 of the CUSC (Principles of Ownership). If the Applicant wishes NGC to carry out any of these matters on the Applicant’s behalf please contact NGC for further details.</p> |
| B. Paragraph 1. | <p>Replace reference to “NGC” with “GB” on line 4.</p> |
| B. Paragraph 3. | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>3. Give details of the intended legal estate in the Connection Site (to include leasehold and freehold interests and in the case of Connection Sites in Scotland legal interests and heritable or leasehold interests including servitudes or other real rights) in so far as you are aware</p> |
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| B. Paragraph 6. | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>6.If you are prepared to make available to NGC or, for Connection Sites in Scotland, the Relevant Transmission Licensee the land necessary for the said sub-station, please set out brief proposals for their interest in it including (if relevant) such interest and the consideration to be paid for it.</p> |
| B. Paragraph 7. | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>7. Is space available on the Connection Site for working storage and accommodation areas for NGC contractors or, for Connection Sites in Scotland, the contractors of the Relevant Transmission Licensee ? If so, please indicate by reference to the plan referred to in (7) above the location of such areas, giving the approximate dimensions of the same.</p> |
| B. Paragraph 8. | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>8. Please provide details (including copies of any surveys or reports) of the physical nature of land in which you have a legal estate or legal interest at the proposed Connection Site including the nature of the ground and the sub-soil including the results of the following tests:-</p> |
| D. | Replace reference to “NGC” with “Transmission Connection” on line 3. |
| Connection Application paragraph 1. | Replace reference to “NGC” with “GB” on line 1. |
| Connection Application paragraph 4. | Insert “or to the Relevant Transmission Licensee,” on line 3 after “System Operator(s)”. |
| Exhibit C | |
| Exhibit C front | On last line of heading replace reference to “NGC” with “GB”. |
| | First paragraph of letter replace reference to “NGC” with “the GB” on line 1. |
| Paragraph 5. | Replace “C7” with “C9”. |
| Exhibit D | |
| 1. | Replace reference to “NGC” with “GB” on line 3. |
| 5. | Replace “C7” with “C8”. Delete reference to “NGC” before “Transmission Licence” on line |
| | 12. |

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| 9. | <p align="center">Amend paragraph as identified by the change marking in the text below:-</p> <p>9. In the course of processing your application, it may be necessary for NGC to consult the appropriate Public Distribution System Operator(s) on matters of technical compatibility of the GB Transmission System with their Distribution System(s) or the Relevant Transmission Licensees to establish the works required on the GB Transmission System. On grounds of commercial confidentiality NGC shall need your authorisation to the release to the Public Distribution System Operator(s) or the Relevant Transmission Licensees of certain information contained in your application. Any costs incurred by NGC in consulting the Public Distribution System Operator(s) or Relevant Transmission Licensees would be included in the NGC Charges for the application. If it is found by the Public Distribution System Operator(s) that any work is required on their Distribution System(s), then it will be for the Public Distribution System Operator(s) and the Applicant to reach agreement in accordance with Paragraph 6.10.3 of the CUSC.</p> |
| Use of System Application paragraph 1. | <p align="center">Use of System Application Replace reference to “NGC” with “GB” on line 1.</p> |
| Use of System Application paragraph 4. | <p align="center">Insert “or Relevant Transmission Licensees” after “System Operator(s)” on line 3.</p> |
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| Exhibit E | |
| First paragraph. | <p align="center">In first paragraph of letter replace reference “NGC” with “the GB” on line 1.</p> |
| Paragraph 4. | <p align="center">Replace “C7” with “C9”.</p> |
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| Exhibit F | |
| Paragraph 1. | <p align="center">Replace reference to “NGC” with “GB” on line 3.</p> |
| Use of System Application paragraph 1. | <p align="center">Replace reference to “NGC” with “GB” on line 1.</p> |
| | |
| Exhibit G | |
| First paragraph | <p align="center">Replace reference to “NGC” with “GB” on lines 1 and 5.</p> |
| 1. | <p align="center">Replace reference to “NGC” with “GB” on line 1.</p> |
| 5. | <p align="center">Replace “C7” with “C9”.</p> |
| 7. | <p align="center">Replace reference to “NGC” with “GB” on line 1.</p> |
| Part I paragraph 2. | <p align="center">Replace reference to “NGC” with “GB” on line 1.</p> |
| Part I paragraph 4. | <p align="center">Replace reference to “NGC” with “GB” on line 2.</p> |
| Part II | <p align="center">Replace reference to “NGC” with “GB” on line 2 of paragraph under the word “CONFIRMATION”.</p> |

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| Exhibit H | |
| First paragraph | Replace reference to “NGC” with “GB” on lines 1 and 6. |
| 1. | Replace reference to “NGC” with “GB” on line 1. |
| 5. | Replace “C7” with “C9”. |
| 7. | Replace reference to “NGC” with “GB” on line 1. |
| Part I paragraph 2. | Replace reference to “NGC” with “GB” on line 1. |
| Part I paragraph 4. | Replace reference to “NGC” with “GB” on line 2. |
| Part II | Replace reference to “NGC” with “GB” on line 2 of paragraph under the word “CONFIRMATION”. |
| | |
| Exhibit I | |
| 8. | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>8. In the course of processing your application, it may be necessary for NGC to consult the appropriate Public Distribution System Operator(s) on matters of technical compatibility of the GB Transmission System with their Distribution System(s) or to consult the Relevant Transmission Licensees to establish the works required on the GB Transmission System. On grounds of commercial confidentiality, NGC shall need your authorisation to the release to the Public Distribution System Operator(s) or Relevant Transmission Licensees of certain information contained in your application. Any costs incurred by NGC in consulting the Public Distribution System Operator(s) or Relevant Transmission Licensees would be included in the NGC charges for the Modification Application. If it is found by the Public Distribution System Operator(s) that any work is required on their Distribution System(s), then it will be for the Public Distribution System Operator(s) and the Applicant to reach agreement in accordance with Paragraph 6.10.3 of the CUSC.</p> |
| 10. | Add “s” to “Condition” on line 3 and replace “C7B” with “C4” and “C6”. |
| B paragraph 2. | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>2. Give details of the rights in any additional land which you are proposing to acquire at the Connection Site (to include leasehold and freehold interests and in the case of Connection Sites in Scotland legal interests and heritable or leasehold interests including servitudes or other real rights) so as to undertake the Modification).</p> |
| B paragraph 3. | Amend paragraph as identified by the change marking in the |

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| | text below:- |
| | 3. Is space available on the Connection Site for working storage and accommodation areas for NGC contractors or, for Connection Sites , in Scotland the contractors of the Relevant Transmission Licensees ? If so, please indicate by reference to a plan the location of such areas, giving the approximate dimensions of the same. |
| D. | Replace reference to “NGC” with “Transmission Connection” on line 3. |
| MODIFICATION APPLICATION Paragraph 1. | Replace reference to “ NGC ” with “ GB ” on line 1. |
| Paragraph 4. | Insert “or Relevant Transmission Licensees” after “Public Distribution System Operator(s)” |
| | |
| Exhibit J Paragraph 2 | Amend paragraph as identified by the change marking in the text below:- 2. This offer has been prepared upon the basis that each party will construct, install, control, operate and maintain, in the case of the User, the Plant and Apparatus which it will own, and in the case of NGC, the Transmission Plant and Transmission Apparatus applying the ownership rules set out in Paragraph 2.12 of the CUSC. |
| 6. | Replace “C7” with “C9”. |
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| Exhibit K | |
| 2. | Replace reference to “NGC” with “GB” on line 1. |
| 4. | Replace “C7” with “C9”. |
| | |
| Exhibit O Part 1A Front page | Amend header as identified by the change marking in the text below:- PART I A NGC ASSETS ON USER LAND IN ENGLAND AND WALES B RELEVANT TRANSMISSION LICENSEE ASSETS ON USER LAND IN SCOTLAND PART II A USER ASSETS ON NGC LAND B USER ASSETS ON RELEVANT TRANSMISSION LICENSEE LAND |

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| Page 2 | Amend headers as identified by the change marking in the text below:-:- |
| | <p>CUSC - EXHIBIT O - PART IA</p> <p>and</p> <p>PART IA - NGC ASSETS ON USER LAND</p> |
| Page 3 | <p>Amend header as identified by the change marking in the text below:-</p> <p style="text-align: center;">CUSC - EXHIBIT O - PART IA</p> <p style="text-align: center;">INTERFACE AGREEMENT</p> <p style="text-align: center;">Relating to NGC Assets on User Land in England and Wales</p> |
| Page 4 | <p>Amend header as follows:-</p> <p>CUSC - EXHIBIT O - PART IA</p> |
| Definition of "Connection Agreement" | Replace reference to "NGC" with "GB" on line 7. |
| 11.2 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>11.2 Subject and without prejudice to clause 10 and to clause 11.4 the Parties irrevocably agree that only the courts of England and Wales and the courts of Scotland are to have jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding (together in this clause 11 referred to as "Proceedings") arising out of or in connection with this Agreement may be brought in such courts.</p> |
| 11.3 | <p>Amend paragraph as identified by the change marking in the text below:-</p> <p>11.3 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 clause 11 and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment 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 other jurisdiction.</p> |
| 12.4.1 | Replace reference to "NGC" with "GB" on line 1. |
| 12.4.2 | Replace reference to "NGC" with "GB" on line 2. |
| 12.4.5 | Delete reference to "British Grid Systems Agreement". |

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| Schedule 6 Page 55 | Amend paragraph as identified by the change marking in the text below:- END OF SECTION O PART IA |
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| Exhibit O Part 1B | |

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| | New Exhibit to be inserted as attached. |
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| Exhibit O Part IIA | |
| Front page | Amend headers as follows:- CUSC - EXHIBIT O - PART II A |
| | PART II A- USER ASSETS ON NGC LAND |
| Page 2 | Amend header as identified by the change marking in the text below:- CUSC - EXHIBIT O - PART IIA |
| | |
| Page 3 | Amend header as identified by the change marking in the text below:- CUSC - EXHIBIT O - PART IIA |
| | |
| Definition of "Connection Agreement" | Replace reference to " NGC " with " GB " on line 7. |
| 11.2 | Amend paragraph as identified by the change marking in the text below:- 11.2 Subject and without prejudice to clause 10 and to clause 11.4 the Parties irrevocably agree that only the courts of England and Wales and the courts of Scotland are to have jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceeding (together in this clause 11 referred to as "Proceedings") arising out of or in connection with this Agreement may be brought in such courts. |
| 11.3 | Amend paragraph as identified by the change marking in the text below:- 11.3 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 clause 11 and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment 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 other jurisdiction. |
| 12.4.1 | Replace reference to " NGC " with " GB ". |
| 12.4.2 | Replace reference to " NGC " with " GB " on line 2. |
| 12.4.5 | Delete reference to "the British Grid Systems Agreement and". |
| Schedule 6 Page A-52 | Amend header as identified by the change marking in the text below:- END OF SECTION O PART II A |

Exhibit O Part IIB

New Exhibit to be inserted as attached.

Section 5
