CUSC - SECTION 6

GENERAL PROVISIONS

CONTENTS

6.1 Introduction

6.2 The Company Obligations

6.3 Compliance with Grid Code / Distribution Code

6.4 Joint System Incidents

6.5 Obligations of Users Who Own or Operate Distribution Systems and Report on Distributed Generation

6.6 Payment

6.7 Metering

6.8 Balancing Mechanism Requirements

6.9 Modifications

6.10 General Provisions Concerning Modifications and New Connection Sites

6.11 Nuclear Installations

6.12 Limitation of Liability

6.13 Additional CUSC Parties

6.14 Transfer and Subcontracting

6.15 Confidentiality

6.16 Data

6.17 Provision of Data

6.18 Intellectual Property

6.19 Force Majeure

6.20 Waiver

6.21 Notices

6.22 Third Party Rights

6.23 Jurisdiction

6.24 Counterparts

6.25 Governing Law

6.26 Severance of Terms

6.27 Language

6.28 MCUSA

6.29 BSC

6.30 Revision of Transmission Entry Capacity

6.31 Short Term Transmission Entry Capacity

6.32 Limited Duration Transmission Entry Capacity

6.33 Change from “NGC” to “The Company”

6.34 Temporary TEC Exchanges

6.35 Embedded Works Register

6.36 Transmission Works Register

Appendix 1 - Communications Plant

Appendix 2 - Operating Metering

CUSC - SECTION 6

GENERAL PROVISIONS

6.1 INTRODUCTION

This General Provisions Section contains those provisions which are generic, but which do not relate directly to the specific areas dealt with in other sections.

6.2 The Company OBLIGATIONS

The Company agrees with each **User** to (and in respect of licence obligations contained within Section D or Section E of a transmission licence, procure that a **Relevant Transmission Licensee** shall) make available, plan, develop, operate and maintain the **National Electricity Transmission System** in accordance with the **Transmission Licences** and with the **Grid Code** subject to any **Derogations** from time to time.

6.3 COMPLIANCE WITH GRID CODE/DISTRIBUTION CODE

6.3.1 Subject to Paragraph 6.3.3 each **CUSC Party** agrees with each other **CUSC Party** to be bound by and to comply in all respects with the provisions of the **Grid Code** in so far as applicable to that **CUSC Party.**

6.3.2 Subject to Paragraph 6.3.3 each **CUSC Party** agrees with each other **CUSC Party** to be bound by and to comply in all respects with the provisions of the relevant **Distribution Code(s)** in so far as applicable to that **CUSC Party** except as may be otherwise provided in any agreement for connection to a **Distribution System**.

6.3.3 Neither **The Company** nor a **User** need comply with the **Grid Code** or any relevant **Distribution Code(s)** to the extent (if any) that:-

(i) either the **Authority** has issued directions relieving **The Company** or that **User** from the obligation under its respective licence to comply with the **Licence Standards**, the **Grid Code** or any relevant **Distribution Code(s)** in respect of such parts of the **Grid Code** or any relevant **Distribution Code(s)** respectively as may be specified in those directions or to the extent that **The Company** and a **User** which does not have a **Licence** under the **Act** can and have so agreed in any **Bilateral Agreement** or in relation to any **Connection Site** or **New Connection Site** or **Transmission Interface Site** and/or **Derogated Plant**; or

(ii) in the case of a **User** the **Grid Code** relates to the provision

by that **User** of any **Ancillary Services** unless there is an **Ancillary Services Agreement** in force between that **User** and **The Company** for the payment by **The Company** for such **Ancillary Services**.

6.3.4 Each **User** undertakes to **The Company** and **The Company** undertakes to each **User** to use all reasonable endeavours to carry out such works as are necessary to ensure that each item of **Derogated Plant** owned or operated by that **User** or **The Company** (as appropriate) is brought up to the **Required Standard** applicable to it no later than the **Back-Stop Date** applicable to it.

6.3.5 The terms and provisions of the **Fuel Security Code** shall prevail to the extent that they are inconsistent with the **Grid Code** or any **Distribution Code** and the **CUSC Parties'** obligations under the **CUSC** shall be construed accordingly.

6.3.6 Without prejudice to Paragraph 6.3.1, where a **User** who does not hold a **Licence**, so requests **The Company** in respect of an **Embedded Exemptable Large Power Station** that the **CUSC Party** owns or operates:

(i) **The Company** shall apply to the **Authority** for a direction under paragraph 11 of Standard Condition C14 relieving **The Company** from the obligation to implement or comply with the **Grid Code** in respect of that **Embedded Exemptable Large Power Station**; and

(ii) that **User** shall provide such information and assistance as **The Company** may reasonably request to enable **The Company to** make such an application to the **Authority**.

6.3.7 An application by **The Company** pursuant to paragraph 6.3.6(i) shall inter alia include any grounds which **The Company**, in its reasonable opinion, may have why the **Authority** should not issue a direction under paragraph 11 of Standard Condition C14 in respect of that **Embedded Exemptable Large Power Station**.

6.4 JOINT SYSTEM INCIDENTS

This paragraph applies to all **Users** other than: -

(a) **Users** acting as **Suppliers**; and

(b) **Users** who are **Trading Parties** and are responsible (as defined in the **Balancing and Settlement Code**) for **Embedded Small Power Station**(**s**);

Each such **User** confirms to **The Company** (and **The Company** confirms to each such **User**) that as between **The Company** and that **User** its Senior Management Representatives whose names are nominated and

notified to the other pursuant to **OC9** of the **Grid Code** are fully authorised to make binding decisions on its behalf for the purposes of **OC9**.

6.5 OBLIGATIONS OF USERS WHO OWN OR OPERATE DISTRIBUTION SYSTEMS

6.5.1

(a) Any **User** who owns or operates a **Distribution System** shall submit a request to **The Company** for an **Evaluation of Transmission Impact** upon an application for or acceptance of (as agreed between **The Company** and the **User**) a connection to and/or for the use of that **User's Distribution System** from a **Relevant Embedded Power Station.** For the purposes of this section 6.5, **Relevant Embedded Power Station** shall also include a group of **Embedded Power Stations** which collectively would be considered equivalent to a **Relevant Embedded Power Station.**

(b) Should the **User** be uncertain as to whether an **Embedded Power Station** (either singularly or as part of a group) has a significant impact on the **NETS** and should be classed as a **Relevant Embedded Power Station**, the **User** shall submit a request to **The Company** for an **Evaluation of Transmission Impact** on behalf of the **Embedded Power Station** as per Paragraph 6.5.1(c). For avoidance of doubt, such significant impact will be deemed if the **Embedded Power Station** involves an **Active Power**, **Apparent Power**, **Reactive Power**, kiloamp or kilovolt value larger than as advised by **The Company** to the **User**.

(c) Any **User** who owns or operates a **Distribution System** shall not **Energise** the connection between a **Relevant Embedded Power Station** and its **Distribution System** nor permit the use of its **Distribution System** by the same until an **Evaluation of Transmission Impact** has concluded (as per paragraphs 6.5.5.6, 6.5.5.7, 6.5.8.5 or any other processes as agreed under 6.5.1(e)) and;

i. **The Company** has confirmed to the **User** that all **Transmission Reinforcement Works** associated with the **Relevant Embedded Power Station** listed in the relevant **Construction Agreement** (if any were identified) have been completed, and

ii. in the case of a **Relevant Embedded Medium Power**

Station or **a Relevant Embedded Small Power Station, The Company** and the **User** have confirmed that the requirements of the **Evaluation of Transmission Impact** have been fulfilled, or

iii. in the case of a **Relevant Embedded Medium Power Station** or **a Relevant Embedded Small Power Station** which is the subject of a **Bilateral Agreement, The Company** has confirmed to the **User** who owns or operates the relevant **Distribution System** that the person owning or operating the plant has, where required, completed the **Use of System Application (Generators)** and has entered into a **Bilateral Agreement** in the appropriate form with **The Company**, or

iv. in the case of a **Large Power Station,** the **Large Power Station** has entered into a **Bilateral Agreement** in the appropriate form with **The Company** and (if such person is not already a party to **CUSC)** has entered into an **Accession Agreement.**

(d) Sub-paragraph (a) shall not apply to any **User** who owns or operates a **Distribution System** that is not directly or indirectly connected to the **National Electricity Transmission System.**

(e) The **User** may request that the **Evaluation of Transmission Impact** is undertaken by **The Company** using one of the following options;

i. **Statement of Works** and **Confirmation of Project Progression** (as documented in paragraph 6.5.5)

ii. **Transmission Impact Assessment** (as documented in paragraph 6.5.8)

iii. Any other published process as agreed between **The Company** and the **User** following written approval from the **Authority** and consultation with such persons who may be considered to have an appropriate interest.

6.5.2 Any **User** who owns or operates a **Distribution System** shall not **Energise** the connection between any **Customer** of another **Authorised Electricity Operator** connected to such **Distribution System** if the **Authorised Electricity Operator** is responsible for **Demand** (**Active Power**) being supplied to such **Customer** pursuant to the **Balancing and Settlement Code** unless such **Authorised Electricity Operator** has first submitted a **Use of System Application**, has received a **Use of System**

Offer Notice which has been accepted by the **User**, and (if the **Authorised Electricity Operator** is not already a party to the **CUSC Framework Agreement**) has become a party to the **CUSC Framework Agreement**.

6.5.3 **The Company** shall notify the relevant owner or operator of the **Distribution System** in writing as soon as the conditions set out in Paragraph 6.5.1 and Paragraph 6.5.2 have been satisfied in any particular case together with, if appropriate, a copy of any list provided under Paragraph 3.5. **The Company** undertakes to each **CUSC Party** that, for so long as it is the case, **The Company** shall from time to time forthwith upon receipt of any written request from that **CUSC Party** to do so, confirm in writing to any person specified in such request that that **CUSC Party** is a party to the **CUSC Framework Agreement** and any **Bilateral Agreement** specified in such request.

6.5.4 Each owner or operator of a **Distribution System** shall **De-energise** the connection equipment of any such **User** the subject of Paragraph 6.5.1 or **Customer** the subject of Paragraph 6.5.2 as soon as reasonably practicable following the instruction of **The Company** in accordance with the terms of the **CUSC**. **The Company** shall reimburse such owner or operator any expense incurred in relation to such act of **De-energisation**, if any, and shall indemnify such owner or operator against any liability, loss or damage suffered by it as a result of such **De-energisation**. Details of any circumstances likely to lead to such a **De-energisation** shall be notified promptly by **The Company** to the said owner or operator. The owner or operator of a **Distribution System** shall promptly notify **The Company** when the connection equipment of any **User** or **Customer** the subject of Paragraph 6.5.1 or 6.5.2 is **De-energised** or **Disconnected** from its **Distribution System** or ceases to use its **Distribution System** as the case may be following the instruction of **The Company** in accordance with the terms of the **CUSC**.

6.5.4A If **The Company** receives a request to use the **NETS** which it believes could impact upon **The User, The Company** shall follow the **Interactivity Policy** adopted by **The Company** for the purposes of managing **Interactivity** and published on its website as it may be amended from time to time.

6.5.5 Statement of Works

6.5.5.1 Any **User** who owns or operates a **Distribution System** shall as soon as reasonably practicable upon receipt of a request for a connection to and / or for the use of that **User's Distribution System** from a **Relevant Embedded Medium Power Station(s)** or a **Relevant Embedded Small Power Station(s)** submit a request to **The Company** for an **Evaluation of Transmission Impact** in the form of a **Request** for a **Statement of Works**. Such a submission by a **User** who owns or operates a **Distribution System** of a **Request for a Statement of Works** will be substantially in the form of Exhibit U.

6.5.5.2 The **Request for a Statement of Works** must include the Technical Information in respect of such **Power Station(s)** and its proposed date of connection to and / or for the use of the **Distribution System**.

6.5.5.3 **The Company** will within 28 calendar days of the submission of a **Request for a Statement of Works** respond in writing to the **User** who owns or operates a **Distribution System** with a **Statement of Works** substantially in the form of **Exhibit V.** The **User** who owns or operates a **Distribution System** shall forward such **Statement of Works** to the **Power Station(s)** as soon as reasonably practicable.

6.5.5.4 The **User** who owns or operates a **Distribution System** shall have 90 **Business Days** from such notification under Paragraph 6.5.5.3 to return to **The Company** a completed and signed **Confirmation of Project Progression,** in the form attached to the **Statement of Works** together with the appropriate fee. The **User** who owns or operates a **Distribution System** shall forward a copy of such **Confirmation of Project Progression** to the **Power Stations** as soon as reasonably practicable.

6.5.5.5 The **Confirmation of Project Progression** together with the information included in the **Request for a Statement of Works**, and any further details as may be required by **The Company** shall be deemed to be a **Modification Application** for the purposes of the **Charging Statements** and Paragraphs 1.3.2, 6.9.2, 6.9.4 and 6.10 of the **CUSC** which shall apply thereto.

6.5.5.6 Where **The Company** believes the **Power Station(s)** has no significant impact on the **National Electricity Transmission System** (as described in paragraph 6.5.1(b)) or the **Statement of Works** indicates that no works are required nor any **Site Specific Requirements** are necessary, the **Statement of Works** shall complete both the **Request for a Statement of Works** and **Evaluation of Transmission Impact.** For the

purposes of Paragraph 6.5.1(c) the **User** who owns or operates a **Distribution System** may **Energise** the connection of the **Power Station(s)** or permit the use of its **Distribution System** by the **Power Station(s).**

6.5.5.7 Where **The Company** believes the **Power Station(s)** has a significant impact on the **National Electricity Transmission System** (as described in paragraph 6.5.1(b)) and the **Statement of Works** indicates that works are required and/or **Site Specific Requirements** are necessary, should the **User** who owns or operates a **Distribution System** fail to return to **The Company** a signed and completed **Confirmation of Project Progression** (together with the appropriate fee) within 90 **Business Days** from such notification under Paragraph 6.5.5.3, the **Request for a Statement of Works** shall be deemed withdrawn and the **User** who owns or operates a **Distribution System** shall not energise the connection of nor permit the use of its **Distribution System** by the **Power Station(s)** that was the subject of the **Request for a Statement of Works** in the manner described in the **Request for a Statement of Works.**

6.5.5.8 The **User** who owns or operates a **Distribution System** shall notify **The Company** in writing if the proposed date of connection or any other of the details included in or provided pursuant to the **Request for a Statement of Works** for such **Power Station(s)** for which a **Request for a Statement of Works** has been submitted, changes and the **User** who owns or operates a **Distribution System** shall (except where **The Company** agrees in writing that a revised **Statement of Works** is not reasonably required) submit a revised **Request for a Statement of Works**

6.5.5.9 If **The Company** has notified the **User** that no works are required on the **National Electricity Transmission System** pursuant to Paragraph 6.5.5.3, **The Company** may notify the **User** in writing within 28 calendar days of the submission of a **Request for a Statement of Works** that **Site Specific Requirements** are necessary at the site of connection of the **Power Station(s).** Any **Site Specific Requirements** notified to the **User** shall be incorporated through an agreement to vary the **Bilateral Agreement** between **The Company** and the **User** for the appropriate **Grid Supply Point** of such **User**.

6.5.5.10 If **Site Specific Requirements** are necessary and a **Modification Application** has been submitted pursuant to Paragraph 6.5.5.4, then any such **Site Specific Requirements** shall be included in the **Modification Offer.**

6.5.5.11 The **User** shall notify **The Company** in writing if the proposed date of connection for such **Power Station(s)** for which a **Request for a Statement of Works** has been submitted

changes and shall submit a revised **Request for a Statement of Works**.

6.5.6 Offshore Transmission Implementation

6.5.6.1 Any **User** who owns or operates a **Distribution System** and has a **Relevant Offshore Agreement** with an **Existing Offshore Generator** shall cooperate with **The Company** to contribute to the full and timely completion of the **Offshore Transmission Implementation Plan**

6.5.6.2 Any **User** who owns or operates a **Distribution System** and has a **Relevant Offshore Agreement** with an **Existing Offshore Generator** shall provide **The Company** with information including:

(a) The terms that have been agreed between the **User** who owns or operates a **Distribution System** and the **Existing Offshore Generator;**

(b) Technical information about the connection arrangements that have been agreed between the **User** who owns or operates a **Distribution System** and the **Existing Offshore Generator**; and

(c) Technical information about the **Existing Offshore Generator's Power Station** provided as part of the **Existing Offshore Generator's** application to the **User** who owns or operates a **Distribution System**.

6.5.6.3 **The Company** shall treat the information provided by any **User** who owns or operates a **Distribution System** under Paragraph 6.5.6.2, as an application for connection and use of the **National Electricity Transmission System** from the **Existing Offshore Generator,** for the purposes of standard condition C8.

6.5.7 Report on Distributed Generation

Within one month of the end of a **Financial Year**, each **User** who owns or operates a **Distribution System** shall send a written report [(in a format specified by The Company)] to **The Company** in respect of **Distributed Generation** which is yet to connect to its **Distribution System** or which has been **Energised** during that **Financial Year** detailing the following information by reference to each category of **Distributed Generation:**

(a) number of **Distribution Agreements** terminated;

(b) any reduction in, as appropriate, **Developer Capacity** or **Transmission Entry Capacity;**

(c) whether such termination or reduction occurred prior to (and including) or after the **Key Consents in Place Date**

6.5.8 Transmission Impact Assessment

6.5.8.1 A **User** who owns or operates a **Distribution System** can submit a **Modification Application** to **The Company** to establish a **Transmission Impact Assessment** for the purposes of undertaking the **Evaluation of Transmission Impact** process at a **Grid Supply Point**.

6.5.8.2 The **Modification Application** for the **Transmission Impact Assessment** must include the technical information in respect of each **Power Station** and its proposed date of connection to and/or for the use of the **Distribution System**.

6.5.8.3 **The Company** will provide a **Modification Offer** to the **User** who owns or operates **a Distribution System** in accordance with Paragraphs 6.9.2.2 and 6.9.2.3, this **Modification Offer** will be substantially in the form of Schedule 2 Exhibit 1A which includes the process for administering the **Transmission Impact Assessment.**

6.5.8.4 Should the **User** not accept the **Modification Offer**, the **Evaluation of Transmission Impact** will not be concluded for the purposes of Paragraph 6.5.1(c) and a new request under Paragraph 6.5.1(e) shall be required.

6.5.8.5 Should the **User** accept the **Modification Offer**, the **Evaluation of Transmission Impact** will be concluded for the purposes of Paragraph 6.5.1(c). Thereafter, the **User** will provide **The Company** with monthly updates (or a frequency of updates as agreed between **The Company** and the **User**) and follow the **Transmission Impact Assessment** obligations in accordance with the **Bilateral Connection Agreement**.

6.5.8.6 **The Company** will review the changes to the **Transmission Impact Assessment** and the requirements of Paragraph 6.5.1(c) in relation to a **Relevant Embedded Power Station** shall be deemed as completed unless **The Company** states otherwise as per the provisions of the **Bilateral Connection Agreement**. **The Company** shall notify the **User** of any changes **The Company** believe do not meet the criteria detailed in the **Bilateral Connection Agreement** (as amended by the **Modification Offer** described in Paragraph 6.5.8.5) within [5] business days.

6.5.8.7 Should the **Bilateral Connection Agreement** be subsequently modified to remove the **Transmission Impact Assessment**, any new requests to connect to and/or use the **User's Distribution System** by a **Power Station(s)** shall be required undertake a **Evaluation of Transmission Impact** as per Paragraph 6.5.1(e).

6.6 PAYMENT

6.6.1 **The Company** will invoice **Users** for **Connection Charges** and/or **Use of System Charges** due under the **CUSC** and/or each **Bilateral Agreement** and/or as notified to the **User** where there is no **Bilateral Agreement**, in accordance with the **CUSC** and/or the **Charging Statements** in the following manner:

(a) in the case of recurrent monthly charges identified in the relevant **Charging Statements The Company** shall despatch an invoice on or before the 15th day of the month for the charges due in relation to that month;

(b) in the case of the **STTEC Charge The Company** shall invoice the **User** on or before the 15th day of the month for the full **STTEC Charge**;

(c) In the case of the **LDTEC Charge NGC** shall invoice the User on or before the 15th day of the month for the full **LDTEC Charge**;"

(d) in the case of **ET Use of System Charges**, **The Company** shall invoice the **User** on the dates specified in the **Bilateral Connection Agreement**;

(e) unless otherwise specified in the **CUSC** where charges are payable other than monthly **The Company** shall despatch an invoice not less than 30 days prior to the due date for payment.

6.6.2 **Users** shall pay **Connection Charges** and/or **Use of System Charges** and the **STTEC Charge** and the **LDTEC Charge** and due to **The Company** under the **CUSC** and/or each **Bilateral Agreement** and/or as otherwise notified to the **User** where there is no **Bilateral Agreement**, in accordance with the **CUSC** and/or the **Charging Statements** in the following manner:

(a) in the case of recurrent monthly charges and the **STTEC Charge** and the **LDTEC Charge** on the later of:

(i) 15th day of the month to which the invoiced charges relate; and

(ii) the 14th day following the day that **The Company's** invoice was despatched unless, in any such case, the said date is not a **Business Day** in which case payment shall be made on the next **Business Day**;

(b) in the case of **ET Use of System Charges**, by the date specified for payment in **The Company's** invoice therefor;

(c) unless otherwise specified in the **CUSC** where charges are payable other than monthly within 30 days of the date of **The Company's** invoice therefor.

6.6.3 All payments under this Paragraph 6.6 shall be made by the variable direct debit method or such other form of bankers automated payment as shall be approved by **The Company** to the account number, bank and branch as **The Company** or a **User** may from time to time notify in writing to the other.

6.6.4 All sums payable by one **CUSC Party** to the other pursuant to this **CUSC**, the **Bilateral Agreements** and/or the **Mandatory Services Agreements**, whether of charges, interest or otherwise shall (except to the extent otherwise required by law) be paid in full, free and clear of and without deduction set off or deferment in respect of sums the subject of any disputes or claims whatsoever save for sums the subject of a final award or judgement (after exhaustion of all appeals if this opportunity is taken) or which by agreement between **The Company** and those **CUSC Parties** may be so deducted or set-off.

6.6.5 Where a **User** wishes to pay its **Use of System Charges** payments in advance of the due date for such payment then **The Company** will discuss and agree arrangements for this with the **User**.

6.6.6 Subject to Section 4, if any **CUSC Party** fails to pay on the due date any amount properly due under the **CUSC** or any **Bilateral Agreement** such **CUSC Party** shall pay to the **CUSC Party** to whom such amount is due interest on such overdue amount from and including the date of such failure to (but excluding) the date of actual payment (as well after as before judgement) at the **Prescribed Rate**. Interest shall accrue from day to day.

6.6.7 All amounts specified hereunder or under any **Bilateral Agreement** shall be exclusive of any **Value Added Tax** or other similar tax.

6.7 METERING

6.7.1 Each **User** consents to **The Company** having access to and copies of all meter readings taken from **Energy Metering Equipment** pursuant to the **Balancing and Settlement Code** in any **Financial Year** for the purposes of calculating **Connection Charges** and **Use of System Charges** due from **Users** or for the purpose of operating the **National Electricity Transmission System** or of carrying out its **EMR Functions**. Such access and copies shall be obtained from the relevant **BSC Agent** appointed under the **Balancing and Settlement Code** from time to time provided always that if the relevant **BSC Agent** fails to provide such access and copies at **The Company's** request the **User**

shall supply any such meter readings in the possession of the **User** direct to **The Company**.

6.7.2 The relationship between the **CUSC Parties** with respect to **Energy Metering Equipment** shall be regulated by Section L of the **Balancing and Settlement Code**.

6.7.3 In respect of **Operational Metering Equipment** owned by one **CUSC Party** and in respect of which access and rights to deal with such **Operational Metering Equipment** are not set down in any other document the **CUSC Parties** shall grant each other such access and other rights as are reasonably necessary to enable them to perform their obligations under the **CUSC** and the **Grid Code** upon presentation of a suitable indemnity and the **CUSC Parties** shall take such action as may be necessary to regularise the position forthwith thereafter.

6.7.4 The voltage at which the tariff metering is connected and its location shall be referred by **The Company** to the **BSC Panel**. **The Company** shall inform the relevant **User** of the voltage requirements specified by the **BSC Panel** as soon as possible thereafter.

6.7.5 Meter Operator Agent

Where a **Connection Site** is a **Grid Supply Point**, and the **User** is or will be **Registrant** in relation to the **Energy Metering Equipment** required by the **Balancing and Settlement Code** at the **Grid Supply Point** and/or at the bulk supply point(s) which are related to that **Grid Supply Point**, **The Company** shall install and be the **Meter Operator Agent** of all such **Energy Metering Equipment** from the date of the relevant **Construction Agreement** until the **FMS Date** and thereafter:-

(a) **The Company** may resign as **Meter Operator Agent** of such **Energy Metering Equipment** on giving no less than 12 months' notice in writing; and

(b) the **User** may remove **The Company** as **Meter Operator Agent** upon giving no less than 12 months' notice in writing,

Provided that where the **User** agrees to become owner of any such **Energy Metering Equipment The Company** may resign **as Meter Operator Agent** upon such transfer of ownership and shall agree such terms as shall be reasonably necessary to enable the **User** to perform its obligations as **Meter Operator Agent** of such **Energy Metering Equipment.**

6.7.6 Charges

The Company shall recover its charges for acting as **Meter Operator Agent** of any **Energy Metering System**, which is a

Transmission Connection Asset charged for under the **CUSC**, as part of such charges. Where **The Company** acts **as Meter Operator Agent** of any other **Energy Metering System** owned by **The Company** for which the **User** is **Registrant The Company** shall charge and the **User** shall pay such amount which is reasonable in all the circumstances.

6.7.7 Interference

The **User** shall ensure that its employees, agents and invitees will not interfere with any **Energy Metering Equipment** in respect of which **The Company** is **Meter Operator Agent** or the connections to such **Energy Metering Equipment**, without the prior written consent of **The Company** (except to the extent that emergency action has to be taken to protect the health and safety of persons or to prevent serious damage to property proximate to the **Energy Metering Equipment** or to the extent that such action is authorised under the **CUSC** or any other agreement between **The Company** and the **User**.)

6.7.8 Pulse Data

The **User** shall have the right to collect and record pulses from the meters comprised in the **Energy Metering System(s)** at the **Connection Site**. **The Company** shall procure that the **Relevant Transmission Licensee** shall give the **User** access in accordance with the **Interface Agreement** to collect and record such pulses and to install and maintain such lines and equipment as may be reasonably necessary.

6.7.9 Where a **User** is acting as a **Supplier** to a **Non-Embedded Customer** the **User** shall register the **Energy Metering System** at the **Connection Site** in accordance with the **Balancing and Settlement Code** and shall otherwise act as **Registrant**.

6.8 BALANCING MECHANISM REQUIREMENTS

6.8.1 If the **User** is a **BSC Trading Party**, then the following provision[s] must be met:

6.8.2 Trading Point Electronic Data Transfer (CC.6.5.8)

If required under **Grid Code** CC.6.5.8, the **User** must provide electronic data communication facilities approved by **The Company** to permit the submission of data required by the **Grid Code**, from the **User's Trading Point** (as defined in the **Grid Code**) to **The Company**. The **User** can elect to send data to two locations depending upon the level of diversity required by the

User. **The Company** will provide the necessary "router" connection equipment at both Wokingham and Warwick House.

6.8.3 If the **User** chooses to participate in the **Balancing Mechanism** then the following provisions must be met:

(a) Control Telephony (CC.6.5.2 to CC.6.5.5)

The requirements of Control Telephony are specified in Appendix 1 of this Section 6. This encompasses Additional Communication Requirements (CC.6.5.7 and CC.6.5.9).

(b) Operational Metering (CC.6.5.6)

(i) The Operational Metering requirements are contained in Appendix 2 to this Section 6. The Operational Metering Summator (OMS) is detailed in NGTS 3.9.11.

(ii) **The Company** shall supply and install the OMS Front End (FE) unit in a position close to the high accuracy meters, to be agreed with the **User**, preferably within the high accuracy metering cubicle. The OMS FE links to the OMS Processing End (PE) unit via a serial data link and this may need to be connected via **User** supplied cabling depending on the agreed positions of the two units.

(iii) Where **User's Equipment** or equipment for which the **User** is responsible (as defined in the **Balancing and Settlement Code**) is located immediately adjacent to the Grid Entry Point (**Transmission** Substation**),** Telecoms Room accommodation shall be provided by the **User** for the **Transmission** Marshalling Cubicles, Telemetry, System Monitoring, Signalling and Telephone equipment required to collect and return the information required, and to provide voice communication. This will require space for between three and five 600mm square cubicles to contain equipment, supplies (e.g. 48-volt dc) and marshalling. The equipment will be provided and installed by **The Company**. The **User** will be responsible for providing the site connections and cabling to the plant/peripherals. The **User** should ensure that signals are wired out to the appropriate cubicle.

(iv) Where **User's Equipment** or **Equipment** for which the Use**r** is responsible (as defined in the **Balancing and Settlement Code**) is located immediately adjacent to the Grid Entry Point (**Transmission** Substation)**,**and the two sites have their earthing bonded together, the data required by **The Company** (from the OMS-FE and other plant) will be cabled directly between the two sites and **The Company** equipment located in the **User** bay in the **Transmission** substation.

(v) The requirements as specified in Appendix 2 to this Section 6 must be met for all generating plant, including any plant specifically installed for Black Start, that is the subject of bids or offers to the **Balancing Mechanism**.

(vi) The requirements as specified in Appendix 2 to this Section 6, to the extent that they are applicable, must be met where reasonably required by **The Company** for demand supplied by the **User** that is the subject of bids or offers to the **Balancing Mechanism**. **The Company** will not require the requirements of Appendix 2 to this Section 6 to be met where it is impracticable or unreasonable to do so, for example where the demand is a disparate collection of small demands aggregated to form a **BM Unit**.

(c) <u>Control Point Electronic Dispatch & Logging (CC.6.5.8)</u>

Electronic data commnication facilities approved by **The Company** to permit the submission of Bid Offer Acceptance data from **The Company** to the **User's** Control Point (as defined in the **Grid Code**) and to permit the submission data required by the **Grid Code**, from the **User's** Control Point to **The Company**. **The Company** will provide the necessary communication links and "router" connection equipment at the **User's** Control Point. The requirements for Control Point Electronic Dispatch & Logging are specified in Appendix 1 to this Section 6 (Communications Plant).

6.9 MODIFICATIONS

6.9.1 No **Modification** may be made by or on behalf of a **User** or **The Company** otherwise than in accordance with the provisions of this Paragraph 6.9.

6.9.2 Modifications Proposed by Users

6.9.2.1 If a **User** wishes to make a **Modification** it shall complete and submit to **The Company** a **Modification Application** and comply with the terms thereof.

6.9.2.2 **The Company** shall make the **Modification Offer** to that **User** as soon as practicable and (save where the **Authority** consents to a longer period) in any event not more than 3 months after receipt by **The Company** of the **Modification Application**. The **Modification Offer** shall include details of any variations **The Company** proposes to make to the **Bilateral Agreement** or, where applicable, the **Construction Agreement** which applies to the **Connection Site** or **Transmission Interface Site** in question. During such period **The Company** and the **User** concerned shall discuss in good faith the implication of the proposed **Modifications**.

6.9.2.3 The **Modifications Offer** shall remain open for acceptance (subject to **CUSC** Paragraph 6.10.4.4) for 3 months from the date of its receipt by that **User** unless either that **User** or **The Company** makes an application to the **Authority** under Standard Condition C9 of the **Transmission Licence**, in which event the **Modification Offer** shall remain open for acceptance by that **User** until the date 14 days after any determination by the **Authority** pursuant to such application.

6.9.2.4 If the **Modification Offer** is accepted by that **User** the **Bilateral Agreement** or **Construction Agreement** relating to the **Connection Site** or **Transmission Interface Site** in question shall be varied to reflect the terms of the **Modification Offer** and the **Modification** shall proceed according to the terms of the **Bilateral Agreement** or **Construction Agreement** as so varied.

6.9.3 Modifications Proposed by The Company

6.9.3.1 If **The Company** wishes to make a **Modification** to the **National Electricity Transmission System**, **The**

Company shall complete and submit to each **User** a **Modification Notification** and shall advise each **User** of any works (including where applicable any **OTSDUW** or changes to **OTSDUW**) which **The Company** reasonably believes that **User** may have to carry out as a result.

6.9.3.2 Any **User** which considers that it shall be required to make a **Modification** as a result of the **Modification** proposed by **The Company** (a "**Modification Affected User**") may as soon as practicable after receipt of the **Modification Notification** and (save where the **Authority** consents to a longer period) within the period stated therein (which shall be sufficient to enable the **User** to assess the implications of the proposed **Modification** and in any event shall not be less than 3 months) may make an application to the **Authority** under Standard Condition C9 of the **Transmission Licence.**

6.9.3.3 As soon as practicable after the receipt of the **Modification Notification** or, if an application to the **Authority** has been made, the determination by the **Authority**, and in any event within two months thereof, each **Modification Affected User** shall complete and submit a **Modification Application** to **The Company** and comply with the terms thereof. No fee shall be payable by any **User** to **The Company** in respect of any such **Modification Application**.

6.9.3.4 Once a **Modification Application** has been made by a **User** pursuant to Paragraph 6.9.3.2 the provisions of Paragraph 6.9.2.2, 6.9.2.3 and 6.9.2.4 shall thereafter apply.

6.9.4 Modifications Required for Offshore Transmission Implementation

6.9.4.1 **The Company** shall notify **Existing Offshore Generators** on or before go-active if **The Company** is required to make a **Modification** to a **Relevant Offshore Agreement** to meet the requirements of the **Offshore Transmission Implementation Plan**. Such notification by **The Company** shall be treated as a **Modification Application** from the **Existing Offshore Generator**.

6.9.4.2 Any **Existing Offshore Generator** that **The Company** has notified under Paragraph 6.9.4.1, shall cooperate with **The Company** to contribute to the full

and timely completion of the **Offshore Transmission Implementation Plan**

6.9.4.3 Once a **Modification Application** has been made by a **User** pursuant to Paragraph 6.9.4.1 the provisions of Paragraph 6.9.2.2, 6.9.2.3 and 6.9.2.4 shall thereafter apply.

6.9.5 To the extent that the provisions of any **Nuclear Site Licence Provisions Agreement** relate to **Modifications** (either by a **User** or by **The Company**) as (and only as) between **User** and **The Company**, they shall prevail over the provisions of this Paragraph 6.9 to the extent that they are inconsistent.

6.9.6 **Modifications relating to OTSDUW**

Where a **Construction Agreement** has been entered into on the basis of **OTSDUW Arrangements**, then any actual or proposed replacement, renovation, modification, alteration, or construction by or on behalf of the **User** to the **OTSUA,** the scope of the **OTSDUW** or the manner of the operation of the **OTSUA** which may have a **Material Effect** on another **CUSC Party** at the particular **Connection Site** and/or **Transmission Interface Site** shall be deemed to be a **Modification** proposed by the **User** for the purposes of the **CUSC**.

6.10 GENERAL PROVISIONS CONCERNING MODIFICATIONS AND NEWCONNECTION SITES

6.10.1 Subject to the payment of its **Reasonable Charges**, if any, as provided for in this Paragraph 6.10 **The Company** undertakes to each **User** to provide all advice and assistance reasonably requested by that **User** to enable that **User** adequately to assess the implications (including the feasibility) of making a **Modification** to the **User's Equipment,** the **User's System** or the **OTSUA** (whether such **Modification** is to be made at the request of **The Company** or of the **User**) or of constructing a **New Connection Site** or undertaking **Offshore Transmission System Development User Works** (including adequately assessing the feasibility of making any **Connection Application** or considering the terms of any **Connection Offer**). If the proposed **Modification** by the **User** is or may be required as a result of a **Modification** proposed by **The Company** then **The Company** shall provide such advice and assistance free of charge. If the proposed **Modification** is or may be proposed by the **User** or if the advice and assistance is in respect of a **New Connection Site The Company** may charge the **User Reasonable Charges** for such advice and assistance. The provision of such advice and assistance shall be subject to any

confidentiality obligations binding on **The Company** and that **User**.

6.10.2 When giving such advice and assistance **The Company** shall comply with **Good Industry Practice**.

6.10.3 **The Company** shall have no obligation to compensate any **User** (the "**First User**") for the cost or expense of any **Modification** required to be made by any **User** as a result of any **The Company Modification** under Paragraph 6.9.3.1. Where such **The Company Modification** is made as a result of the construction of a **New Connection Site** or a **Modification** for another **User** (the "**Other User**"), the **Other User** shall compensate the **First User** for the reasonable and proper cost and expense of any **Modifications** required to be made by the **First User** as a result of that **The Company Modification**. Such compensation shall be paid to the **First User** by the **Other User** within thirty days of production to the **Other User** of a receipted invoice (together with a detailed breakdown of such reasonable costs and expenses) for the expenditure which has been incurred by the **First User**.

Modification Offer and Connection Offer conditional upon other Modification and Connection Offers

6.10.4 If at the time of making any **Offer** or **Modification Offer** or **Connection Offer** to a **User** (the "**Second Offer**") there is an outstanding **Modification Offer(s)** or **Connection Offer(s)** to another **User(s)** (the "**First Offer**") which if accepted would affect the terms of the **Second Offer The Company** shall at the time of making the **Second Offer**:

6.10.4.1 inform the recipient(s) of both the **First Offer(s)** and **Second Offer(s)** in writing that there is another **Offer** outstanding which might affect them; and

6.10.4.2 be entitled to make the **First Offer(s)** and **Second Offer(s)** conditional upon other outstanding **Offers** not having been or being accepted; and

6.10.4.3 be entitled to vary the terms of either **Offer** if the other **Offer** is accepted first on the same procedures as those set out in Paragraphs 6.9.2.2 to 6.9.2.4 or 2.13.3~~2~~ to 2.13.5~~4~~ inclusive as the case may be.

6.10.4.4 If **Interactivity** is confirmed in accordance with the **Interactivity Policy**, **The Company** shall be entitled to vary the **Offer Acceptance Period** as provided for in the **Interactivity Policy**

6.11 NUCLEAR INSTALLATIONS

6.11.1 Save as provided in Paragraph 6.11.2 below notwithstanding anything to the contrary contained in the **CUSC** (but subject to the following provison), in circumstances affecting a generator of nuclear electricity (a "**Nuclear Generator**") in which:

(a) a breach of any of the matters specified in Paragraph 6.11.4 below may be reasonably anticipated; and

(b) there is no defence (other than that provided for under this Paragraph) available to the **Nuclear Generator** in respect of the breach referred to in Paragraph (a);

the **Nuclear Generator** shall be entitled to take any action or refrain from taking any action which is reasonably necessary in order to avert the breach referred to in Paragraph 6.11.1(a) and each and every provision of the **CUSC** shall be read and construed subject to this Paragraph 6.11.1,

Provided that the **Nuclear Generator** shall:-

(i) make reasonable efforts to verify the factors that it takes into account in its assessment of the circumstances and anticipated breach referred to above; and

(ii) use its best endeavours to comply with the relevant provision in a manner which will not cause the **Nuclear Generator** to breach any of the matters specified in Paragraph 6.11.4 below.

6.11.2 Paragraphs 6.11.1 and 6.11.3 shall not apply in relation to the provisions of the **Balancing Codes** which will apply with full force and effect notwithstanding the occurrence of the circumstances referred to in 6.11.1(a) (including those provisions specified in Paragraph 6.11.4 which relate to Safety of Personnel and **Plant**).

6.11.3 Save as provided in Paragraph 6.11.2 above notwithstanding anything in the **CUSC**, the **Nuclear Generator** shall be entitled upon giving reasonable notice to all affected **CUSC Parties** to require any **CUSC Party** to take any reasonable and proper action whatsoever to the extent necessary in order to comply with (or avert an anticipated breach of) any of the matters specified in Paragraph 6.11.4 below.

6.11.4 The matters referred to in Paragraphs 6.11.1 and 6.11.3 above are any covenant, agreement, restriction, stipulation, instruction, provision, condition or notice contained, or referred to, in a licence for the time being in force, granted in accordance with the Nuclear Installations Act 1965 (or legislation amending, replacing or modifying the same) or any consent, or approval issued, or to

take effect from time to time under such licence, any emergency arrangements, operating rules or other matters from time to time under such licence, any emergency arrangements, operating rules or other matters from time to time approved by the relevant authority under, or pursuant to, any such agreements, restrictions, stipulations, instructions, provisions, conditions or notices.

6.11.5 The **Nuclear Generator** shall indemnify and keep indemnified any **CUSC Party** for any loss, damage, costs and expenses incurred by that **CUSC Party** as a consequence of any action of that **CUSC Party** pursuant to Paragraph 6.11.3 (to the extent that the action was not required by any licence or agreement binding on that **CUSC Party**).

6.11.6 Notwithstanding the fact that any action or inaction allowed by Paragraph 6.11.1 above does not constitute a breach of the **CUSC** or an **Event of Default** under Paragraph 5.3, the **Nuclear Generator** shall be liable to the other **CUSC Parties** to the **CUSC** for any loss, claims, costs, liabilities and expenses arising from such action or inaction to the extent only that such loss, claims, costs, liabilities and expenses (had it arisen as a result of a breach of the **CUSC**) would not have been limited or excluded under the provisions of Paragraph 6.12.

6.12 LIMITATION OF LIABILITY

6.12.1 Subject to Paragraphs 4.3, 5.10.1, 6.12.6, 6.5.4 and 6.11.5 and any liquidated damages provisions of any **Construction Agreement** or **Bilateral Agreement** or **Mandatory Services Agreement** and the payment adjustment provisions of the relevant **Mandatory Services Agreement** and save where any provision of the **CUSC**, any **Bilateral Agreement** or any **Mandatory Services Agreement** provides for an indemnity each **CUSC Party** agrees and acknowledges that no **CUSC Party** (the "**Party Liable**") nor any of its officers, employees or agents shall be liable to any of the other **CUSC Parties** for loss arising from any breach of the **CUSC** and any such agreements other than for loss directly resulting from such breach and which at the date hereof was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:-

6.12.1.1 physical damage to the property of any of the other **CUSC Parties**, or its or their respective officers, employees or agents; and/or

6.12.1.2 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.

provided that the liability of any **CUSC Party** in respect of all claims for such loss shall not exceed £5million per incident or series of related incidents and that in cases where an incident or series of related incidents occur on an **Onshore Distribution System** affects **Users** of an **ET Offshore Transmission System** or on an **ET Transmission System** affecting **Users** of an **Onshore Distribution System**, the liability of all **CUSC Parties** in respect of all claims for such loss shall not exceed £1million per incident or series of related incidents.

6.12.2 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.

6.12.3 In consideration of the rights conferred upon each **CUSC Party** (other than **The Company**) under the **CUSC**, the right of such **CUSC Party** (other than **The Company** 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 **The Company**) 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 misrepresentation or death or personal injury resulting from the negligence of a **Relevant Transmission Licensee**.

6.12.4 Subject to Paragraphs 4.3, 5.10.1, 6.12.6, 6.5.4 and 6.11.5 and any liquidated damages provision of any **Construction Agreement** or **Bilateral Agreement** or **Mandatory Services Agreement** and save where any provision of the **CUSC**, any **Bilateral Agreement** or any **Mandatory Services Agreement** provides for an indemnity, neither the **Party Liable** nor any of its officers, employees or agents shall in any circumstances whatsoever be liable to any of the other **CUSC Parties** for:-

6.12.4.1 any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or

6.12.4.2 any indirect or consequential loss; or

6.12.4.3 loss resulting from the liability of any other **CUSC Party** to any other person howsoever and whensoever arising save as provided in Sub Paragraphs 6.12.1.1 and 6.12.1.2.

6.12.5 The rights and remedies provided by the **CUSC** to the **CUSC Parties** are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by common law or statute in respect of the subject matter of the **CUSC**, including without limitation any rights any **CUSC Party** may possess in tort which shall include actions brought in negligence and/or nuisance. Accordingly, each of the **CUSC Parties** hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases a **CUSC Party** which is liable to another (or others), its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in the **CUSC** and undertakes not to enforce any of the same except as expressly provided herein.

6.12.6 Save as otherwise expressly provided in the **CUSC**, this Paragraph 6.12 insofar as it excludes or limits liability shall override any other provision in the **CUSC** provided that nothing in this Paragraph 6.12 shall exclude or restrict or otherwise prejudice or affect any of:-

6.12.6.1 the rights, powers, duties and obligations of any **CUSC Party** which are conferred or created by the **Act**, the **Licence** or the **Regulations**; or

6.12.6.2 the rights, powers, duties and obligations of the **Authority** or the **Secretary of State** under the **Act**, any **Licence** or otherwise howsoever.

6.12.7 Each of the Paragraphs of this Paragraph 6.12 shall:-

6.12.7.1 be construed as a separate and severable contract term, and if one or more of such Paragraphs is held to be invalid, unlawful or otherwise unenforceable the other or others of such Paragraphs shall remain in full force and effect and shall continue to bind the **CUSC Parties**; and

6.12.7.2 survive termination of the **CUSC** and/or the **CUSC Framework Agreement.**

6.12.8 Each **CUSC Party** acknowledges and agrees that each of the other **CUSC Parties** holds the benefit of Paragraphs 6.12.1 and 6.12.2 and 6.12.3 above for itself and as trustee and agent for its officers, employees and agents.

6.12.9 Each **CUSC Party** acknowledges and agrees that the provisions of this Paragraph 6.12 have been the subject of discussion and negotiation and are fair and reasonable having regard to the circumstances as at the date hereof.

6.12.10 For the avoidance of doubt, nothing in this Paragraph 6.12 shall prevent or restrict any **CUSC Party** enforcing any obligation (including suing for a debt) owed to it under or pursuant to the **CUSC**.

6.13 ADDITIONAL CUSC PARTIES

6.13.1 The **CUSC Parties** shall admit as an additional party to the **CUSC Framework Agreement** any person who accepts a **Connection Offer** or **Use of System Offer** from **The Company** (the **'New CUSC Party'**) and who is not at the time a **CUSC Party**. Such admission shall take effect by way of an **Accession Agreement** prepared by **The Company** at the expense and cost of the **New CUSC Party** and to be executed by **The Company** for itself and on behalf of all other **CUSC Parties**. Upon execution of the **Accession Agreement** by **The Company**, subject to and in accordance with the terms and conditions of that **Accession Agreement**, the **New Party** shall become a **CUSC Party** for all purposes of the **CUSC Framework Agreement**.

6.13.2 Each **CUSC Party** hereby authorises and instructs **The Company** to sign any such **Accession Agreement** on its behalf and undertakes not to withdraw, qualify or remove any such authority or instruction at any time.

6.13.3 **The Company** shall promptly notify all **Users** that the **New CUSC Party** has become a **CUSC Party**. Such notification shall be by both publication on **The Company Website** and written notice (which may be sent electronically) of the name, registered address and capacities in which the new **CUSC Party** will, or intends to, be connected to or use the **National Electricity Transmission System**.

6.14 TRANSFER AND SUBCONTRACTING

6.14.1 The rights, powers, duties and obligations of a **User** under the **CUSC** or the **CUSC Framework Agreement** and/or any **Bilateral Agreement** (and associated **Construction Agreement**) or **Mandatory Services Agreement** are personal to that **User** and that **User** may not assign or transfer the benefit or burden of those documents save in the following circumstances:

6.14.1.1 upon the disposal by that **User** of the whole of its business or undertaking it shall have the right to transfer its rights and obligations under the **CUSC**, all

Bilateral Agreements (and associated **Construction Agreements**) and all **Mandatory Services Agreements** to the purchaser thereof on condition that the purchaser if not already a **User** enters into an **Accession Agreement** with **The Company** pursuant to Paragraph 6.13 and confirms to **The Company** in writing either that all of the technical or related conditions, data, information, operational issues or other matters specified in or pursuant to the relevant **Bilateral Agreement** (and associated **Construction Agreement**) or **Grid Code** by the **User** seeking the transfer will remain unchanged or, (except in the case of a **Mandatory Services Agreement**) if any such matters are to be changed, the purchaser first notifies **The Company** in writing of such changes which **The Company** will consider promptly and in any event within 28 days of receiving notice of such change, and until such consideration is complete the transfer shall not be effective. If having considered such changes **The Company** in its reasonable opinion does not consider the proposed changes reasonably satisfactory to **The Company** it shall consult with the **User** seeking to undertake such transfer and pending the outcome thereof to **The Company's** reasonable satisfaction the transfer shall not be effective; provided always that the **User** may refer any dispute to the **Dispute Resolution Procedure**. Such transfer shall become effective once the changes are reasonably satisfactory to **The Company** or have been determined to be so under the **Dispute Resolution Procedure;**

6.14.1.2 upon the disposal by a **User** of part of its business undertaking comprising **User's Equipment** at one or more **Connection Sites** that **User** shall have the right to transfer its rights and obligations under all relevant **Bilateral Agreements** (and associated **Construction Agreements**) and all relevant **Mandatory Services Agreements** to the purchaser thereof on condition that the purchaser (if not already a **User**) enters into an **Accession Agreement** with **The Company** under Paragraph 6.13 and confirms to **The Company** in writing either that all of the technical or related conditions, data, information, operational issues or other matters specified in or pursuant to the relevant **Bilateral Agreement** (and associated **Construction Agreement**) or **Grid Code** by the **User** seeking the transfer will remain unchanged or, (except in the case of a **Mandatory Services Agreement**) if any such matters are to be changed, the purchaser first notifies

The Company in writing of such changes which **The Company** will consider promptly and in any event within 28 days of receiving notice of such change and until such consideration is complete the assignment shall not be effective. If having considered such changes **The Company** in its reasonable opinion does not consider the proposed changes reasonably satisfactory to **The Company** it shall consult with the **User** seeking to undertake such transfer and pending the outcome thereof to **The Company's** reasonable satisfaction the transfer shall not be effective provided always that the **User** may refer any dispute to the **Dispute Resolution Procedure**. Such transfer shall become effective once the changes are reasonably satisfactory to **The Company** or have been determined to be so under the **Dispute Resolution Procedure**;

6.14.1.3 a **User** may assign or charge its benefit under the **CUSC** and any **Bilateral Agreements** (and associated **Construction Agreement**) or any **Mandatory Services Agreements** in whole or in part by way of security.

Each **CUSC Party** shall have the right to sub-contract or delegate the performance of any of its obligations or duties arising under the **CUSC** or any **Bilateral Agreement**, associated **Construction Agreement** or **Mandatory Services Agreements** including activities envisaged by the **Grid Code** without the prior consent of any other **CUSC Party**. The sub-contracting by a **CUSC Party** of the performance of any obligations or duties under the **CUSC** or any **Bilateral Agreement, Construction Agreements or Mandatory Services Agreements** or of any activities envisaged by the **Grid Code** shall not relieve that **CUSC Party** from liability for performance of such obligation or duty.

6.14.2 Nothing in Paragraph 6.14.1 shall prevent a transfer of **OTSUA** (and transfer or assignment of all associated property and rights) by the relevant **User** to an **Offshore Transmission Licensee**.

6.15 Confidentiality

6.15.1 Confidentiality for **The Company** and its subsidiaries

6.15.1.1 **The Company** and its subsidiaries in each of their capacities in the **CUSC** shall secure that **Protected Information** is not:

(a) divulged by **Business Personnel** to any person unless that person is an **Authorised Recipient**;

(b) used by **Business Personnel** for the purposes of obtaining for **The Company** or any of its subsidiaries or for any other person:

(i) any electricity licence; or

(ii) any right to purchase or otherwise acquire (including to enter into or acquire the benefit of a contract conferring rights or obligations, including rights or obligations by way of option, in relation to or by reference to the sale, purchase or delivery of electricity at any time or the price at which electricity is sold or purchased at any time), or to distribute electricity; or

(iii) any contract or arrangement for the supply of electricity to **Customers** or **Suppliers**; or

(iv) any contract for the use of any electrical lines or electrical plant belonging to or under the control of a **Public Distribution System Operator**, except and to the extent that **The Company** is required to do so pursuant to a request by a **User** in its application for connection to the **National Electricity Transmission System** at a **Connection Site** located **Offshore**; or

(v) control of any body corporate which, whether directly or indirectly, has the benefit of any such licence, contract or arrangement; and

(c) used by **Business Personnel** for the purpose of carrying on any activities other than **Permitted Activities** except with the prior consent in writing of the **CUSC Party** to whose affairs such **Protected Information** relates.

6.15.1.2 Nothing in Paragraph 6.15.1.1 shall apply:

(a) to any **Protected Information** which, before it is furnished to **Business Personnel**, is in the public domain; or

(b) to any **Protected Information** which, after it is furnished to **Business Personnel**:

(i) is acquired by **The Company** or any subsidiary of **The Company** in circumstances in which Paragraph 6.15.1 does not apply; or

(ii) is acquired by **The Company** or any subsidiary of **The Company** in circumstances in which Paragraph 6.15.1.1 does apply and thereafter ceases to be subject to the restrictions imposed by such Paragraph; or

(iii) enters the public domain,

and in any such case otherwise than as a result of a breach by **The Company** or any subsidiary of **The Company** of its obligations in Paragraph 6.15.1.1, or a breach by the person who disclosed the **Protected Information** of that person's confidentiality obligation and **The Company** or any of its subsidiaries is aware of such breach; or

(c) to the disclosure of any **Protected Information** to any person if **The Company** or any subsidiary of **The Company** is required or expressly permitted to make such disclosure to such person:

(i) in compliance with the duties of **The Company** or any subsidiary under the **Act** or any other requirement of a **Competent Authority**; or

(ii) in compliance with the conditions of the **Transmission Licence** or any document referred to in the **Transmission Licence** with which **The Company** or any subsidiary of **The Company** is required by virtue of the **Act** or the **Transmission Licence** to comply; or

(iii) in compliance with any other requirement of law; or

(iv) in response to a requirement of any stock exchange or regulatory authority

or the Panel on Take-overs and Mergers; or

(v) pursuant to the Arbitration Rules for the **Electricity Arbitration Association** or pursuant to any judicial or other arbitral process including where determination is by an expert or tribunal having jurisdiction in relation to **The Company** or any of its subsidiaries; or

(vi) in compliance with the requirements of section 35 of the **Act** and with the provisions of the **Fuel Security Code**; or

(vii) pursuant to an **EMR Document** and if an **EMR Document** requires the disclosure of data from previous years, **The Company** may disclose that data also; or

(d) to any **Protected Information** to the extent that **The Company** or any of its subsidiaries is expressly permitted or required to disclose that information under the terms of any agreement or arrangement (including the **CUSC**, the **Grid Code**, the **Distribution Codes** and the **Fuel Security Code**) with the **CUSC Party** to whose affairs such **Protected Information** relates.

6.15.1.3 **The Company** and each of its subsidiaries may use all and any information or data supplied to or acquired by it, from or in relation to **Users** in performing **Permitted Activities** including for the following purposes:

(a) the operation and planning of the **National Electricity Transmission System**;

(b) the calculation of charges and preparation of offers of terms for connection to or use of the **National Electricity Transmission System**;

(c) the operation and planning in relation to the utilisation of **Balancing Services** and the calculation of charges therefor;

(d) the provision of information under the **British Grid Systems Agreement** and **EdF Documents**,

and may pass the same to subsidiaries of **The Company** which carry out such activities and the **CUSC Parties** agree to provide all information to **The Company** and its subsidiaries for such purposes.

6.15.1.3A In addition, and without prejudice, to the provisions of paragraph 6.15.1.3, **The Company** and each of its subsidiaries may use all and any information or data supplied to or acquired by it in any year, from or in relation to **Users**, for the purpose of carrying out its **EMR Functions**

6.15.1.4 **The Company** undertakes to each of the other **CUSC Parties** that, having regard to the activities in which any **Business Person** is engaged and the nature and effective life of the **Protected Information** divulged to them by virtue of such activities, neither **The Company** nor any of its subsidiaries shall unreasonably continue (taking into account any industrial relations concerns reasonably held by it) to divulge **Protected Information** or permit **Protected Information** to be divulged by any subsidiary of **The Company** to any **Business Person** who has notified **The Company** or the relevant subsidiary of their intention to become engaged as an employee or agent of any other person (other than of **The Company** or any subsidiary thereof) who is:

(a) authorised by licence or exemption to generate, transmit, distribute or supply electricity; or

(b) an electricity broker or is known to be engaged in the writing of electricity purchase contracts (which shall include the entering into or acquiring the benefit of a contract conferring rights or obligations including rights and obligations by way of option, in relation to or by reference to the sale, purchase or delivery of electricity at any time or the price at which electricity is sold or purchased at any time); or

(c) known to be retained as a consultant to any such person who is referred to in (i) or (ii) above.

6.15.2 Without prejudice to the other provisions of this Paragraph 6.15 **The Company** shall procure that any additional copies made of the **Protected Information** whether in hard copy or

computerised form, will clearly identify the **Protected Information** as protected.

6.15.3 **The Company** undertakes to use all reasonable endeavours to procure that no employee is a **Corporate Functions Person** unless the same is necessary for the proper performance of their duties.

6.15.4 Without prejudice to Paragraph 6.15.1.3, **The Company** and each of its subsidiaries may use and pass to each other all and any period metered demand data supplied to or acquired by it and all and any information and data supplied to it pursuant to **OC6** of the **Grid Code** for the purposes of Demand Control (as defined in the **Grid Code**), but in each case only for the purposes of its estimation and calculation from time to time of the variable "system maximum ACS demand" (as defined in the **Transmission Licence**).

6.15.5 Any information regarding, or data acquired by the relevant **BSC Agent** or its agent from **Energy Metering Equipment** at **Sites** which are a point of connection to a **Distribution System** shall and may be passed by the relevant **BSC Agent** or their agent to the operator of the relevant **Distribution System**. The said operator of the relevant **Distribution System** may only use the same for the purposes of the operation of such **Distribution System** and the calculation of charges for use of and connection to the **Distribution System**.

Confidentiality other than for The Company and its subsidiaries

6.15.6 Each **User** undertakes with each other **User** and with **The Company** and its subsidiaries that it shall preserve the confidentiality of, and not directly or indirectly reveal, report, publish, disclose or transfer or use for its own purposes **Confidential Information** except in the circumstances set out in Paragraph 6.15.7 or to the extent otherwise expressly permitted by the **CUSC** or with the prior consent in writing of the **CUSC Party** to whose affairs such **Confidential Information** relates.

6.15.7 The circumstances referred to in Paragraph 6.15.6 are: (a) where the **Confidential Information**, before it is furnished to the **User**, is in the public domain; or

(b) where the **Confidential Information**, after it is furnished to the **User**:

(i) is acquired by the **User** in circumstances in which Paragraph 6.15.6 does not apply; or

(ii) is acquired by the **User** in circumstances in which Paragraph 6.15.6 does apply and thereafter ceases to be

subject to the restrictions imposed by Paragraph 6.15.6; or

(iii) enters the public domain,

and in any such case otherwise than as a result of a breach by the **User** of its obligations in Paragraph 6.15.6 or a breach by the person who disclosed that **Confidential Information** of that person's confidentiality obligation and the **User** is aware of such breach; or

(c) if the **User** is required or permitted to make disclosure of the **Confidential Information** to any person:

(i) in compliance with the duties of the **User** under the **Act** or any other requirement of a **Competent Authority**; or

(ii) in compliance with the conditions of any **Licence** or any document referred to in any **Licence** with which the **User** is required to comply or

(iii) in compliance with any other requirement of law; or

(iv) in response to a requirement of any stock exchange or regulatory authority or the Panel on Take-overs and Mergers; or

(v) pursuant to the Arbitration Rules for the **Electricity Arbitration Association** or pursuant to any judicial or other arbitral process (including where determination is by an expert) or tribunal having jurisdiction in relation to the **User**; or

(vi) pursuant to an EMR Document; or

(d) where **Confidential Information** is furnished by the **User** to its **Affiliates** or **Related Undertakings** or to the employees, directors, agents, consultants and professional advisors of the **User** or those of its **Affiliates** or **Related Undertakings**, in each case on the basis set out in Paragraph 6.15.8.

6.15.8 With effect from the date of the **MCUSA** the **User** shall adopt procedures within its organisation for ensuring the confidentiality of all **Confidential Information** which it is obliged to preserve as confidential under Paragraph 6.15.6 These procedures are:

6.15.8.1 the **Confidential Information** will be disseminated within the **User** only on a "need to know" basis;

6.15.8.2 employees, directors, agents, consultants and professional advisers of the **User** or those of its **Affiliates** or **Related Undertakings** in receipt of **Confidential Information** will be made fully aware of the **User's** obligations of confidence in relation thereto; and

6.15.8.3 any copies of the **Confidential Information**, whether in hard copy or computerised form, will clearly identify the **Confidential Information** as confidential.

6.15.9 Each **User** shall procure that its **Affiliates**, **Related Undertakings**, consultants and professional advisers observe the restrictions set out in this Paragraph 6.15 (as if references to "**User**" were references to such **Affiliates**, **Related Undertakings**, consultants and professional advisers) and shall be responsible under the **CUSC** for any failure by such persons to observe such restrictions.

6.15.10 For the avoidance of doubt, data and other information which any **CUSC Party** is permitted or obliged to divulge or publish to any other **CUSC Party** pursuant to the **CUSC** shall not necessarily be regarded as being in the public domain by reason of being so divulged or published.

6.15.11 Notwithstanding any other provision of the **CUSC**, the provisions of this Paragraph 6.15 shall continue to bind a person after its cessation as a **CUSC Party** for whatever reason.

6.15.12 Where **The Company** and a **User** are parties to an **Interface Agreement** in relation to a connection under the **CUSC**, the confidentiality provision in that agreement shall be deemed to include the changes which have been made to this Paragraph 6.15 consequent to the introduction of the **EMR Documents**.

6.16 DATA

Data of a technical or operational nature collected recorded or otherwise generated pursuant to the **CUSC** or any relevant **Bilateral Agreement** shall be deemed data lodged pursuant to the **Grid Code** to the extent that the **Grid Code** makes provision therefore.

6.17 Not Used

6.18 INTELLECTUAL PROPERTY

Subject to Paragraph 8.15.7, all **Intellectual Property** relating to the subject matter of the **CUSC** or any **Bilateral Agreement** or **Mandatory Services Agreement** conceived, originated, devised, developed or created by a **CUSC Party**, its officers, employees, agents or consultants during the currency of the **CUSC** or any **Bilateral Agreement** or **Mandatory Services Agreement** shall vest in such **CUSC Party** as sole

beneficial owner thereof save where the **CUSC Parties** agree in writing otherwise.

6.19 FORCE MAJEURE

If any **CUSC Party** (the "**Non-Performing Party**") shall be unable to carry out any of its obligations under the **CUSC,** the relevant **Bilateral Agreement** and/or **Mandatory Services Agreement** due to a circumstance of **Force Majeure** the **CUSC** and the relevant **Bilateral Agreements** or **Mandatory Services Agreements** shall remain in effect but:

6.19.1 the **Non-Performing Party's** relevant obligations**;**

6.19.2 the obligations of each of the other **CUSC Parties** owed to the **Non-Performing Party** under the **CUSC** and/or the relevant **Bilateral Agreements** or **Mandatory Services Agreements** as the case may be; and

6.19.3 any other obligations of such other **CUSC Parties** under the **CUSC** owed between themselves which the relevant **CUSC Party** is unable to carry out directly as a result of the suspension of the **Non-Performing Party's** obligations

shall be suspended for a period equal to the circumstance of **Force Majeure** provided that:

(a) the suspension of performance is of no greater scope and of no longer duration than is required by the **Force Majeure**;

(b) no obligations of any **CUSC Party** that arose before the **Force Majeure** causing the suspension of performance are excused as a result of the **Force Majeure**;

(c) the **Non-Performing Party** gives the other **CUSC Parties** prompt notice describing the circumstance of **Force Majeure**, including the nature of the occurrence and its expected duration, and continues to furnish regular reports with respect thereto during the period of **Force Majeure**;

(d) the **Non-Performing Party** uses all reasonable efforts to remedy its inability to perform; and

(e) as soon as practicable after the event which constitutes **Force Majeure** the **CUSC Parties** shall discuss how best to continue their operations so far as possible in accordance with the **CUSC**, any **Bilateral Agreements** or **Mandatory Services Agreements** and the **Grid Code**.

6.20 WAIVER

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

6.21 NOTICES

6.21.1. Save to the extent otherwise expressly provided in the **CUSC**, any **Mandatory Services Agreement** or **Bilateral Agreement**, any notice or other communication to be given by one **CUSC Party** to another under, or in connection with the matters contemplated by, the **CUSC** shall be addressed to the recipient and sent to the address, or facsimile number of such other **CUSC Party** as that **CUSC Party** may have notified the other for the purpose and marked for the attention of the company secretary or to such other address, and/or facsimile number and/or marked for such other attention as such other **CUSC Party** may from time to time specify by notice given in accordance with this Paragraph 6.21 to the **CUSC Party** giving the relevant notice or other communication to it.

6.21.2 Save as otherwise expressly provided in the **CUSC**, any notice or other communication to be given by any **CUSC Party** to any other **CUSC Party** under, or in connection with the matters contemplated by, the **CUSC** shall be in writing and shall be given by letter delivered by hand or sent by first class prepaid post (airmail if overseas) or telex or facsimile, and shall be deemed to have been received:

6.21.2.1 in the case of delivery by hand, when delivered; or

6.21.2.2 in the case of first class prepaid post, on the second day following the day of posting or (if sent airmail from overseas) on the fifth day following the day of posting; or

6.21.2.3 in the case of telex, on the transmission of the automatic answer back of the address (where such transmission occurs before 17.00 hours on day of transmission) and in any other case on the day following the day of transmission; or

6.21.2.4 in the case of facsimile, on acknowledgement by the addressee's facsimile receiving equipment (where

such acknowledgement occurs before 17.00 hours on the day of acknowledgement) and in any other case on the day of acknowledgement.

6.21.3 Where CUSC expressly provides for notices or other communication to be by electronic means or a CUSC Party otherwise agrees this with another CUSC Party, the electronic communication shall be addressed and sent to the address provided for this purpose and shall, subject to Paragraph 6.21.4, be deemed to have been received one hour after it has been sent in the absence of an undeliverable return receipt received by the sender during that period.

6.21.4 If the time at which any notice or communication sent by e-mail is deemed to have been received falls after 17.00 hours on a day, the notice or communication shall be deemed to have been received at the start of the next Business Day.

6.21.5 Where a notice or communication is sent by e-mail, the CUSC Party giving the notice or communication shall (but without prejudice to Paragraph 6.21.3), if requested by the recipient CUSC Party resend, as soon as reasonably practicable, the notice or communication by e-mail

6.21.6 This Paragraph shall apply only to **Users** acting in their capacity as **Trading Parties** (as defined in the **Balancing and Settlement Code**) who are responsible for **Small Power Stations** which are **Embedded**. In addition to the other provisions of this Paragraph 6.21 of the **CUSC**, any notice or other communications to be served upon the **User** under the provisions of Paragraph 5.4 shall in each case be served by any one of the senior managers of **The Company** whose names, posts, locations, telephone and facsimile numbers have been provided to the **User** by **The Company** for that purpose. In the case where an application, notice or other communication is to be made by the **User** to **The Company** under the provisions of Section 5 such application, notice or other communication shall be made by any one of the senior managers whose names, posts, location, telephone and facsimile numbers have been provided to **The Company** by the **User** for that purpose. Both parties shall be under an obligation to keep each other notified in writing of changes to the lists of senior managers exchanged between them.

6.22 THIRD PARTY RIGHTS

6.22.1 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 **The Company**) as specified therein.

6.22.2 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 their 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**.

6.22.3 Notwithstanding any other provisions of the **CUSC**, the **CUSC Parties** may (pursuant to section 8), amend the **CUSC** without recourse to the consent of a third party and accordingly, section 2(1) of the Contracts (Rights of Third Parties) Act 1999 shall not apply, save that, where and to the extent that any amendment to the **CUSC** would have an impact on the rights of third parties conferred under Paragraph 6.22.1, then **The Company** shall bring such impact to the attention of **CUSC Parties** and third persons to the extent that such impact is not already brought to their attention in an **Amendment Proposal** by the **Proposer**.

6.22.4 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.

6.23 JURISDICTION

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.

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.

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**.

For the avoidance of doubt nothing contained in Paragraphs 6.23.1 to 6.23.3 above shall be taken as permitting a **CUSC Party** to commence **Proceedings** in the courts where the **CUSC** otherwise provides for **Proceedings** to be referred to arbitration or to the **Authority**.

6.24 COUNTERPARTS

Any **Bilateral Agreement** or **Mandatory Services Agreement** or **Accession Agreement** may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

6.25 GOVERNING LAW

The **CUSC** and each **Bilateral Agreement** and **Mandatory Services Agreement** shall be governed by and construed in all respects in accordance with English law.

6.26 SEVERANCE OF TERMS

If any provision of the **CUSC** or any **Bilateral Agreement** or **Mandatory Services Agreement** is or becomes or is declared invalid, unenforceable or illegal by the courts of any competent jurisdiction to which it is subject or by order of any other **Competent Authority** such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the **CUSC** or any **Bilateral Agreement** or **Mandatory Services Agreement** which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

6.27 LANGUAGE

Each notice, instrument, certificate or other document to be given by one **CUSC Party** to another under the **CUSC** shall be in the English language.

6.28 MCUSA

The **CUSC Parties** agree that for the purposes of cross references in documents existing as at the date of the introduction of the **CUSC**, the

CUSC, **Bilateral Agreements, Construction Agreements** and Agreements to Vary shall be regarded as the **MCUSA** and the relevant "**Supplemental Agreements**" and any relevant Agreements for Construction Works and relevant Agreements to Vary.

6.29 BSC

Each and every **User** connected to or using the **National Electricity Transmission System** shall be a **BSC Party** except for:

6.29.1 **Non-Embedded Customers** being supplied by a **Trading Party**;

6.29.2 A **User** acting in the category of **Exempt Power Station** where another party is responsible under the BSC for the export from such **Exempt Power Station;**

6.29.3 A **User** acting in the category of an **Embedded Exemptable Large Power Station** where another party is responsible under the **BSC** for the export from such **Embedded Exemptable Large Power Station**.

6.30 Transmission Entry Capacity

6.30.1 Decrease in **Transmission Entry Capacity**

6.30.1.1 Subject to payment of the **Cancellation Charge**, each **User** shall be entitled to decrease the **Transmission Entry Capacity** for the **Connection Site** or site of **Connection** once the **Power Station** to which it relates has been **Commissioned** upon giving **The Company** not less than five **Business Days** notice in writing**.**

6.30.1.2 **The Company** shall as soon as practicable after receipt of such notice issue a revised Appendix C for the purposes of the relevant **Bilateral Agreement** reflecting the decrease in the **Transmission Entry Capacity**.

6.30.1.3 The decrease in the **Transmission Entry Capacity** shall take effect on the first of April following the expiry of the notice period stated in the notice from the **User.**

6.30.1.4 In addition to its obligation to pay the **Use of System Charges** until the reduction in **Transmission Entry Capacity** takes effect, the **User** shall, depending on the length of notice given, pay to **The Company** the **Cancellation Charge. The Company** shall calculate any **Cancellation Charge** due from the **User** on receipt of the notice of reduction of **Transmission Entry Capacity** from the **User** and advise the **User** accordingly. Unless a **User** wishes to make alternative arrangements regarding earlier payment, **The Company** shall invoice the **User** for the **Cancellation Charge** by (but no earlier than) 28 days prior to the end of the **Financial Year** in which the decrease in **Transmission Entry Capacity** is to take effect. The **Cancellation Charge** shall be payable within 28 days of the date of **The Company's** invoice in respect thereof.

6.30.2 Increase in **Transmission Entry Capacity**

Each **User** shall be entitled to request an increase in its **Transmission Entry Capacity** for a **Connection Site** up to a maximum of the **Connection Entry Capacity** for the **Connection Site** and such request shall be deemed to be a **Modification** for the purposes of the **CUSC** but with the words "as soon as practicable… not more than 3 months after" being read in the context of such **Modification** as being "within 28 days where practicable and in any event not more than 3 months (save where the **Authority** consents to a longer period) after".

6.30.3 **Exchange Rate Requests**

6.30.3.1 **The Company** shall establish and maintain a **TEC Register** published on **The Company Website** recording the details set out in 6.30.3.2.

6.30.3.2 The **TEC Register** shall set out the name of the **User**, the **Connection Site** (or in the case of an **Embedded Generator** site of connection), the **Transmission Entry Capacity**, the year of connection to (or in the case of an **Embedded Generator** the year of the use of) the **National**

Electricity Transmission System in respect of any **Bilateral Agreements** or agreements to change a **User's Transmission Entry Capacity**.

6.30.3.3 The details of the **Bilateral Agreement** or agreements to change a **User's Transmission Entry Capacity** shall be recorded on the **TEC Register** within 5 **Business Days** of the completion of such agreements.

6.30.3.4 Subject to the payment of the fee as outlined in the **Charging Methodology Statements**, **The Company** shall, after receipt of an **Exchange Rate Request** calculate the **Exchange Rate** as soon as practicable but in any event not more than 3 months after such request is received.

6.30.3.5 In the event that the parties which to proceed with a **TEC Trade** on the basis of the **Exchange Rate** then the **User** shall notify **The Company** and effective from the following 1 April, **The Company** shall revise the **Bilateral Agreements** (as appropriate) provided.

6.31 Short Term Transmission Entry Capacity

6.31.1 Background

A **User,** who is party to a **Bilateral Connection Agreement** or **Bilateral Embedded Generation Agreement** may make a **STTEC Request** to **The Company** in accordance with this Paragraph of the **CUSC**.

6.31.2 Form of STTEC Request

6.31.2.1 A **STTEC Request** must be received by **The Company** by the relevant date specified in Paragraph 6.31.6.5.

6.31.2.2 A **STTEC Request** must be made by email and confirmed by fax and must attach the **STTEC Request Form** duly completed and signed on behalf of the **User**.

6.31.2.3. A **STTEC Request** shall not be deemed received by **The Company** until the non-refundable **STTEC Request Fee** has been paid to **The Company** and until the faxed copy of the **STTEC Request** is received in accordance with Paragraph 6.21.2.4 of the **CUSC**.

6.31.2.4 The **STTEC Request** must specify whether it is a **Request for a STTEC Authorisation** or an **Application for a STTEC Offer**.

6.31.2.5 Each **STTEC Request** must state one **STTEC Period** only.

6.31.2.6. A **STTEC Request** must be for a **STTEC Period** within a 12 month period of receipt by **The Company** of the **STTEC Request** and the **STTEC Period** must not include any days within more than one **Financial Year**. The **STTEC Request** must include the minimum and maximum level of MW for the **STTEC Period**.

6.31.2.7 In respect of **Power Stations** directly connected to the **National Electricity Transmission System**, a **User' s Transmission Entry Capacity** plus the maximum figure requested (plus any **STTEC** previously granted for any part of the **STTEC Period**) must not exceed its total station **Connection Entry Capacity**.

6.31.3 Assessment by The Company of STTEC Requests

6.31.3.1 **The Company** may reject any **STTEC Request** that is not made in accordance with the provisions of this Paragraph 6.31.

6.31.3.2 **The Company** will assess **STTEC Requests** and whether or not to grant **STTEC Requests** at its absolute discretion.

6.31.3.3 **The Company** will start assessing a **STTEC Request** no later than the relevant date specified in Paragraph 6.31.6.5.

6.31.3.4 If **The Company** has received more than one **STTEC Request** for a **STTEC Period** with the same start date, **The Company** will:

(i) assess any **Requests for a STTEC Authorisation** before assessing any **Applications for a STTEC Offer**;

(ii) assess **Requests for a STTEC Authorisation** on a first come first served basis such that the **Request for a STTEC Authorisatio**n received earliest in time by **The Company** (as recorded by **The Company**) will be assessed first and then the **Request for a STTEC Authorisation** received next in time after that, and so on;

(iii) assess **Applications for a STTEC Offer** on a first come first served basis such that the **Application for a STTEC Offer** received earliest in time by **The Company** (as recorded by **The Company**) will be assessed first and then the **Application for a STTEC Offer** received next in time after that, and so on.

6.31.3.5. No priority will be given to any **Users** who have previously made successful **STTEC Requests** or **LDTEC Requests**.

6.31.4 Notification by The Company

6.31.4.1 Each **User** confirms and agrees that **The Company** shall have no liability to it for any **STTEC Request** which **The Company** does not grant in accordance with this Paragraph 6.31.

6.31.4.2 **The Company** is not obliged to grant any **STTEC Request** submitted.

6.31.4.3 A **STTEC Request** will only be granted at a level within the maximum and minimum range in MW submitted by the **User**.

6.31.4.4 **STTEC Requests** will be granted for a uniform amount of MW for the **STTEC Period**.

6.31.4.5 No **STTEC Request** will be granted if the maximum figure in the **STTEC Request** would together with the **User's Transmission Entry Capacity** (plus any **STTEC** previously granted for any part of the **STTEC Period**) exceeds the total station **Connection Entry Capacity**.

6.31.4.6 **The Company** shall notify a **User** who has made a **STTEC Request** by no later than the relevant date referred to at Paragraph 6.31.6.6, whether or not **The Company** grants the **User's STTEC Request**.

6.31.5 Charging, Invoicing and Payment

6.31.5.1 Each **User** must pay the **STTEC Charge** even if the **User** does not use the corresponding **STTEC**.

6.31.5.2 The provisions of Section 3 shall apply in respect of the **STTEC Charge**.

6.31.5.3 The provisions of Section 6.6 shall apply in respect of payment of the **STTEC Charge**.

6.31.6 General

6.31.6.1 Each **Request for a STTEC Authorisation** will constitute an unconditional and irrevocable offer by the **User** to **The Company** to buy **Short Term Capacity** (on a station basis) up to the quantity (in whole MW) stated in the **STTEC Request** for the **STTEC Period** and at the relevant price per MW set out in the **Statement of Use of System Charges** and upon the terms and conditions of **CUSC**. A **Request for a STTEC Authorisation** is capable of being accepted by **The Company**. Notification by **The Company** that it has granted the **Request for a STTEC Authorisation** in accordance with Paragraph 6.31.4.6 constitutes acceptance by **The Company** of the **Request for a STTEC Authorisation**. The notification of **STTEC Authorisation** will:-

(i) state the level in MW (within the maximum and minimum range requested by the **User**) granted for the **STTEC Period**;

(ii) include a revised Appendix C to the relevant **Bilateral Connection Agreement** or **Bilateral Embedded Generation Agreement** (as appropriate) which will detail the **STTEC** and the **STTEC Period** for which this applies and **The Company** and the **User** agree that Appendix C to the relevant **Bilateral Agreement** will be deemed to be that notified in accordance with this Paragraph 6.31.6 for the **STTEC Period**, unless otherwise amended in accordance with such **Bilateral Agreement** or the **CUSC**. Upon expiry of the **STTEC Period** the provisions in Appendix C that relate to such **STTEC** for that **STTEC Period** shall cease to have effect;

(iii) state the **STTEC Charge**.

6.31.6.2 Each **Application for a STTEC Offer** is an application for the right to buy **Short Term Capacity** (on a station basis) up to the quantity (in whole MW) stated in the **STTEC Request** for the **STTEC Period** at the relevant price per MW set out in the **Statement of Use System Charges** and upon the terms and conditions of **CUSC**. Once an **Application for a STTEC Offer** has been received by **The Company** it cannot be withdrawn without the written consent of **The Company**. Notification by **The Company** that it has granted the **Application for a STTEC Offer** in accordance with Paragraph 6.31.4.5 will constitute a **STTEC Offer**.

6.31.6.3 A **STTEC Offer** shall:

(i) state the level in MW of **STTEC** (within the maximum and minimum range requested by the **User**) offered for the **STTEC Period**;

(ii) include a revised Appendix C to the relevant **Bilateral Connection Agreement** or **Bilateral Embedded Generation Agreement** (as appropriate) which will detail the **STTEC** and the **STTEC Period** for which this applies and **The Company** and the **User** agree that, if the **User** accepts the **STTEC Offer** in accordance with Paragraph 6.31.6.4, Appendix C to the relevant **Bilateral Agreement** will be deemed to be that notified in accordance with this Paragraph 6.31 for the **STTEC Period**, unless otherwise amended in accordance with such **Bilateral Agreement** or the **CUSC**. Upon expiry of the **STTEC Period** the provisions in Appendix C that relate to such **STTEC** for that **STTEC Period** shall cease to have effect;

(iii) state the **STTEC Charge**.

(iv) be open for acceptance by the **User** within 24 hours of receipt of the faxed copy of the **STTEC Offer**.

6.31.6.4 A **User** may accept a **STTEC Offer** within 24 hours of receipt of the faxed copy of the **STTEC Offer**. Acceptance of a **STTEC Offer** shall be made by the **User** executing and faxing back the Appendix C sent to the **User** as part of the **STTEC Offer.** A **STTEC Offer** lapses if not accepted within such period.

6.31.6.5 The dates referred to at Paragraphs 6.31.2.1 and 6.31.3.3 are:-

(i) in the case of a **Request for a STTEC Authorisation**, six weeks before the start date for the **STTEC Period**; and

(ii) in the case of an **Application for a STTEC Offer**, two weeks before the start date for the **STTEC Period**.

6.31.6.6 The date referred to at Paragraph 6.31.4.6 is:-

(i) in the case of a **Request for a STTEC Authorisation**, four weeks before the start date for the **STTEC Period**;

(ii) in the case of an **Application for a STTEC Offer**, seven days before the start date for the **STTEC Period**.

6.31.6.7 **The Company** may publish the following information in respect of **STTEC Authorisations**, and **STTEC Offers** which are accepted:-

1. details of the **STTEC Period**;

2. maximum and minimum amount in MW requested;

3. identity of the **User**;

4. the **Connection Site** or site of **Connection**,

in such form and manner as shall be prescribed by **The Company** from time to time.

6.31.6.8 **The Company** may publish the following information in respect of **Requests for a STTEC Authorisation** and **Applications for a STTEC Offer** which in either case are not granted and **STTEC Offers** which are not accepted:-

1. details of the **STTEC Period**;

2. maximum and minimum amount in MW requested,

in such form and manner as shall be prescribed by **The Company** from time to time.

6.31.6.9 The **User** consents to the publication by **The Company** of the information referred to above.

6.32 Limited Duration Transmission Entry Capacity

6.32.1 Background

A **User,** who is party to a **Bilateral Connection Agreement** or **Bilateral Embedded Generation Agreement** may make an **LDTEC Request** to **NGC** in accordance with this Paragraph of the **CUSC**.

6.32.2 Form of LDTEC Request

6.32.2.1 An **LDTEC Request** must be received by **NGC** no later than:

(i) in cases where the requested **LDTEC Period** is 9 months or exceeds 9 months, 7 weeks and one **Business Day** before the start date for the **LDTEC Period;**

(ii) in cases where the requested **LDTEC Period** is 6 months or exceeds 6 months but is less than 9 months, 5 weeks and one **Business Day** before the start date for the **LDTEC Period;**

(iii) in cases where the requested **LDTEC Period** is 3 months or exceeds 3 months but is less than 6 months, 4 weeks and one **Business Day** before the start date for the **LDTEC Period;**

(iv) in cases where the requested **LDTEC Period** is less than 3 months, 3 weeks and one **Business Day** before the start date for the **LDTEC Period.**

6.32.2.2 An **LDTEC Request** must be made by email and confirmed by fax and must attach the **LDTEC Request Form** duly completed and signed on behalf of the **User**.

6.32.2.3. An **LDTEC Request** shall not be deemed received by **NGC** until the **LDTEC Request Fee** has been paid to **NGC** and until the faxed copy of the **LDTEC Request** is received in accordance with Paragraph 6.32.2.2 of the **CUSC**.

6.32.2.4 Each **LDTEC Request** must state whether it is for an **LDTEC Block Offer** only, an **LDTEC Indicative Block Offer** only or for both an **LDTEC Block Offer** and an **LDTEC Indicative Block Offer** and must specify one **LDTEC Period** only.

6.32.2.5. An **LDTEC Request** cannot be made prior to the start of the **Financial Year** to which it relates. The **LDTEC Request** must state the **LDTEC Period** and include the minimum and maximum level of MW for the

LDTEC Period which, for the avoidance of doubt, must be the same for any **LDTEC Block Offer** and **LDTEC Indicative Block Offer** in the same **LDTEC Request**.

6.32.2.6 In respect of **Power Stations** directly connected to the **National Electricity Transmission System**, a **User's Transmission Entry Capacity** plus the maximum MW figure requested in any **LDTEC Request** (plus any **STTEC** or **LDTEC** previously granted for any part of the **LDTEC Period**) must not exceed its total station **Connection Entry Capacity**.

6.32.3 Assessment by NGC of LDTEC Requests

6.32.3.1 **NGC** may reject any **LDTEC Request** that is not made in accordance with the provisions of this Paragraph 6.32.

6.32.3.2 **NGC** will assess **LDTEC Requests** and whether or not to grant **LDTEC Requests** at its absolute discretion.

6.32.3.3 Subject to Paragraphs 6.32.3.4 and 6.32.3.5, **NGC** will start assessing an **LDTEC Request** no later than:

(i) in cases where the requested **LDTEC Period** is 9 months or exceeds 9 months, 7 weeks and one **Business Day** before the start date for the **LDTEC Period;**

(ii) in cases where the requested **LDTEC Period** is 6 months or exceeds 6 months but is less than 9 months, 5 weeks and one **Business Day** before the start date for the **LDTEC Period;**

(iii) in cases where the requested **LDTEC Period** is 3 months or exceeds 3 months but is less than 6 months, 4 weeks and one **Business Day** before the start date for the **LDTEC Period;**

(iv) in cases where the requested **LDTEC Period** is less than 3 months, 3 weeks and one **Business Day** before the start date for the **LDTEC Period.**

6.32.3.4 If **NGC** receives more than one **LDTEC Request** for an **LDTEC Period** or a **STTEC Request** or a **TEC Increase Request** which **NGC** believes will impact on each other, **NGC** will assess such requests and the capacity available on the **National Electricity Transmission System** on a first come first served basis such that the request received earliest in time by **NGC** (as recorded by **NGC**) will be considered first in terms of capacity available and then the request received next in time after that, and so on.

6.32.3.5 Where Paragraph 6.32.3.4 applies and the **TEC Increase Request** was received before the **LDTEC Request NGC** shall be entitled to suspend the assessment and making of the **LDTEC Offer** in respect of

such **LDTEC Request** as necessary to enable it to make an offer in respect of the **TEC Increase Request.**

6.32.3.6 Where the circumstances in Paragraph 6.32.3.5 apply **NGC** shall as soon as practicable advise the **User** of such suspension giving an indication of the timescale for the **LDTEC Offer**. The **User** shall be entitled to withdraw its **LDTEC Request** in such circumstances.

6.32.3.7 No priority will be given to any **Users** who have previously made successful **STTEC Requests** or **LDTEC Requests**.

6.32.4 Notification by NGC

6.32.4.1 Each **User** confirms and agrees that **NGC** shall have no liability to it for any **LDTEC Request** which **NGC** does not grant in accordance with this Paragraph 6.32.

6.32.4.2 **NGC** is not obliged to grant any **LDTEC Request** submitted.

6.32.4.3 An **LDTEC Request** will only be granted within the maximum and minimum range in MW submitted by the **User**.

6.32.4.5 No **LDTEC Request** will be granted if the maximum MW figure in the **LDTEC Request** would together with the **User's Transmission Entry Capacity** (plus any **STTEC** or **LDTEC** previously granted for any part of the **LDTEC Period**) exceed the total station **Connection Entry Capacity**.

6.32.4.6 **NGC** shall no later than seven days and one **Business Day** before the start date for the **LDTEC Period**, either make an **LDTEC Offer** in response to the **User's LDTEC Request** or notify such **User** that it does not intend to grant an **LDTEC Request**.

6.32.5 Charging, Invoicing and Payment

6.32.5.1 Each **User** must pay the **LDTEC Charge** even if the **User** does not use the corresponding **LDTEC**.

6.32.5.2 The provisions of Section 3 shall apply in respect of the **LDTEC Charge**.

6.32.5.3 The provisions of Section 6.6 shall apply in respect of payment of the **LDTEC Charge**.

6.32.6 LDTEC Offers

6.32.6.1 An **LDTEC Block Offer** shall:

(i) state the **LDTEC Profile** ;

(ii) include a revised Appendix C to the relevant **Bilateral Connection Agreement** or **Bilateral Embedded Generation Agreement** (as appropriate) which will detail the **LDTEC Profile** and the **LDTEC Period** for which this applies; and

(iv) be open for acceptance by the **User** within one **Business Day** of receipt of the faxed copy of the **LDTEC Offer**.

6.32.6.2 An **LDTEC Indicative Block Offer** shall:

(i) state the **LDTEC Indicative Profile** ;

(ii) include a revised Appendix C to the relevant **Bilateral Connection Agreement** or **Bilateral Embedded Generation Agreement** (as appropriate) which will detail the **LDTEC Indicative Profile** and the **LDTEC Period** for which this applies;

(iii) state the **Available LDTEC** for the first seven **LDTEC Weeks** within the **LDTEC Indicative Profile;** and

(iv) and be open for acceptance by the **User** within one **Business Day** of receipt of the faxed copy of the **LDTEC Offer**.

6.32.6.3 Where the **LDTEC Offer** comprises both an **LDTEC Block Offer** and an **LDTEC Indicative Block Offer** a **User** may only accept one or the other but not both.

6.32.6.4 A **User** may accept an **LDTEC Block Offer** within one **Business Day** of receipt of the faxed copy of the **LDTEC Block Offer**. Acceptance of an **LDTEC Block Offer** shall be made by the **User** executing and faxing back the accepted **LDTEC Block Offer** in which the **User** shall have either confirmed acceptance of the **LDTEC Profile** in full or confirmed acceptance of the **LDTEC Profile** with a cap throughout the profile at a specific MW figure (not exceeding the maximum MW figure in the **LDTEC Profile**). An **LDTEC Block Offer** lapses if not accepted within such period.

6.32.6.5 A **User** may accept an **LDTEC Indicative Block Offer** within one **Business Day** of receipt of the faxed copy of the **LDTEC Indicative Block Offer**. Acceptance of an **LDTEC Indicative Block Offer** shall be made by the **User** accepting the **LDTEC Indicative Block Offer** in which the **User** shall have completed the **Requested LDTEC** figure in MW (which figure shall not exceed the maximum level of MW in the **LDTEC Request**). An **LDTEC Indicative Block Offer** lapses if not accepted within such period.

Notification of weekly available LDTEC

6.32.6.6 Where **NGC** has made an **LDTEC indicative Block Offer** to a **User** and this has been accepted in accordance with Paragraph 6.31.6.5 **NGC** will by 17.00 on the Friday prior to the eighth **LDTEC Week** and each subsequent Friday during the **LDTEC Period** send to the **User** by email an **LDTEC Availability Notification** which will state the **Available LDTEC** up to the **Requested LDTEC** for the **LDTEC Week** eight weeks ahead.

6.32.6.7 If the **User** accepts the **LDTEC Offer** made in accordance with Paragraph 6.32.6.4 or 6.32.6.5, for the **LDTEC Period** Appendix C to the relevant **Bilateral Agreement** will be that accepted by the **User** in accordance with Paragraph 6.32.6.4 or 6.32.6.5 as appropriate unless otherwise subsequently amended in accordance with such **Bilateral Agreement** or the **CUSC**. Upon expiry of the **LDTEC Period** such Appendix C as it relates to that **LDTEC** shall cease to have effect.

6.32.7 LDTEC reporting provisions

6.32.7.1 **NGC** may publish the following information in respect of **LDTEC Requests** which are accepted:-

1. details of the **LDTEC Period**;

2. maximum and minimum amount in MW requested;

3. identity of the **User**;

4. the **Connection Site** or site of **Connection**,

in such form and manner as shall be prescribed by **NGC** from time to time.

6.32.7.2 **NGC** may publish the following information in respect of **LDTEC Requests** which in either case are not withdrawn and not granted and **LDTEC Offers** which are not accepted:-

1. details of the **LDTEC Period**;

2. maximum and minimum amount in MW requested,

in such form and manner as shall be prescribed by **NGC** from time to time.

6.32.7.3 The **User** consents to the publication by **NGC** of the information referred to above.

6.33 Change from "NGC" to "The Company"

The **CUSC Parties** agree that references to "**NGC**" in any relevant document as at the time and date for implementation of the **Authority's**

direction under **CUSC** Paragraph 8.23.1 approving the **Proposed Amendment** in respect of the change from "**NGC**" to "**The Company**" shall be read as reference to "**The Company**".

6.34 Temporary TEC Exchanges

6.34.1 Background

Two **Users** that are party to a **Bilateral Connection Agreement** or **Bilateral Embedded Generation Agreement** may make a **Temporary TEC Exchange** in accordance with this Paragraph of the **CUSC**.

6.34.2 Form of Temporary TEC Exchange Rate Request

6.34.2.1 A **Temporary TEC Exchange Rate Request** must be received by **The Company** no later than:

(i) in cases where the requested **Temporary TEC Exchange Period** is 9 months or more, 10 weeks and one **Business Day** before the start date for the **Temporary TEC Exchange Period;**

(ii) in cases where the requested **Temporary TEC Exchange Period** is 6 months or more but is less than 9 months, 7 weeks and one **Business Day** before the start date for the **Temporary TEC Exchange Period;**

(iii) in cases where the requested **Temporary TEC Exchange Period** is 3 months or more but is less than 6 months, 6 weeks and one **Business Day** before the start date for the **Temporary TEC Exchange Period;**

(iv) in cases where the requested **Temporary TEC Exchange Period** is less than 3 months, 4 weeks and one **Business Day** before the start date for the **Temporary TEC Exchange Period.**

6.34.2.2 A **Temporary TEC Exchange Rate Request** must be made by email and confirmed by fax and must attach the **Temporary TEC Exchange Rate Request Form** duly completed and signed by the **Joint Temporary TEC Exchange Users**.

6.34.2.3 A **Temporary TEC Exchange Rate Request** shall not be deemed received by **The Company** until the **Temporary TEC Exchange Rate Request Fee** has been paid to **The Company** and until the faxed copy of the **Temporary TEC Exchange Rate Request** is received in accordance with Paragraph 6.34.2.2 of the **CUSC**.

6.34.2.4 Each **Temporary TEC Exchange Rate Request** must state one **Temporary TEC Exchange Period** only. Each **Temporary TEC Exchange Rate Request** must be by reference to whole MW only.

6.34.2.5 A **Temporary TEC Exchange Rate Request** cannot be made prior to the start of the **Financial Year** to which it relates.

6.34.2.6 A **Temporary TEC Exchange Rate Request** cannot be made unless **The Company** has published within that **Financial Year** a **Temporary TEC Exchange Notification of Interest Form** from the **Temporary TEC Exchange Donor User**.

6.34.2.7 In respect of **Power Stations** directly connected to the **National Electricity Transmission System**, a **User's Transmission Entry Capacity** plus any **Temporary Received TEC** plus any **STTEC** or **LDTEC** less any **Temporary Donated TEC** must not exceed its total station **Connection Entry Capacity**.

6.34.2.8 A **Temporary TEC Exchange Rate Request** can be withdrawn at any time upon written notice from the **Joint Temporary TEC Exchange Users**.

6.34.2.9 The **Temporary Donated TEC** stated in a **Temporary TEC Exchange Rate Request** shall not exceed the **Transmission Entry Capacity** of the **Temporary TEC Exchange Donor User**.

6.34.3 Assessment by The Company of Temporary TEC Exchange Rate Requests

6.34.3.1 **The Company** may reject any **Temporary TEC Exchange Rate Request** that is not made in accordance with the provisions of this Paragraph 6.34.

6.34.3.2 **The Company** will assess **Temporary TEC Exchange Rate Requests** and whether or not to grant **Temporary TEC Exchange Rate Requests** at its absolute discretion.

6.34.3.3 Subject to Paragraph 6.34.3.4 and 6.34.3.5 **The Company** will start assessing an **Temporary TEC Exchange Rate Request** no later than:

(i) in cases where the requested **Temporary TEC Exchange Period** is 9 months or more, 10 weeks and one **Business Day** before the start date for the **Temporary TEC Exchange Period;**

(ii) in cases where the requested **Temporary TEC Exchange Period** is 6 months or more but is less than 9 months, 7 weeks and one **Business Day** before the start date for the **Temporary TEC Exchange Period;**

(iii) in cases where the requested **Temporary TEC Exchange Period** is 3 months or more but is less than 6 months, 6 weeks and one **Business Day** before the start date for the **Temporary TEC Exchange Period;**

(iv) in cases where the requested **Temporary TEC Exchange Period** is less than 3 months, 4 weeks and one **Business Day** before the start date for the **Temporary TEC Exchange Period.**

6.34.3.4 If **The Company** receives more than one **Temporary TEC Exchange Rate Request** for a **Temporary TEC Exchange Period** or a **STTEC Request** or an **LDTEC Request** or a **TEC Increase Request** which **The Company** believes will impact on each other, **The Company** will assess such requests and the capacity available on the **National Electricity Transmission System** on a first come first served basis such that the request received earliest in time by **The Company** (as recorded by **The Company**) will be considered first in terms of capacity available and then the request received next in time after that, and so on.

6.34.3.5 Where Paragraph 6.34.3.4 **The Company** shall be entitled to suspend the assessment and making of the **Temporary TEC Exchange Rate Offer** in respect of such **Temporary TEC Exchange Rate Request** or the **LDTEC Offer** in respect of such **LDTEC Request** or the **STTEC Offer** in respect of such **STTEC Request** or the **Offer** in respect of such **TEC Increase Request.**

6.34.3.6 Where the circumstances in Paragraph 6.34.3.5 apply **The Company** shall as soon as practicable advise the **Joint Temporary TEC Exchange Users** of such suspension giving an indication of the timescale for the **Temporary Exchange Rate Offer**. Where both **Joint Temporary TEC Exchange Users** agree, the **Temporary TEC Exchange Rate Request** can be withdrawn in such circumstances.

6.34.3.7 No priority will be given to any **Users** who have previously made successful **STTEC Requests** or **LDTEC Requests** or **Temporary TEC Exchange Rate Requests**.

6.34.4 Notification by The Company

6.34.4.1 Each **User** confirms and agrees that **The Company** shall have no liability to it for any **Temporary TEC Exchange Rate Request** which **The Company** does not grant in accordance with this Paragraph 6.34.

6.34.4.2 **The Company** is not obliged to grant any **Temporary TEC Exchange Rate Request** submitted.

6.34.4.3 Any **Temporary TEC Exchange Rate Request** will only be granted provided that during the **Temporary TEC Exchange Period** the **User's Transmission Entry Capacity** plus the **Temporary Received TEC** plus any **STTEC** or **LDTEC** less any **Temporary Donated TEC** does not exceed its total station **Connection Entry Capacity**.

6.34.4.4 **The Company** shall no later than seven days and one **Business Day** before the start date for the **Temporary TEC Exchange Period**, by 17:00 on a **Business Day** either make an **Temporary TEC Exchange Rate Offer** in response to the **Temporary TEC Exchange Rate Request** or notify the **Joint Temporary TEC Exchange Users** that it does not intend to grant a **Temporary TEC Exchange Rate Request**.

6.34.5 Charging, Invoicing and Payment

6.34.5.1 Each **Temporary TEC Exchange Recipient User** must pay the **LDTEC Charge** in respect of the **Temporary Received TEC** even if the **User** does not use the corresponding **Temporary Received TEC**.

6.34.6 Temporary TEC Exchange Rate Offers

6.34.6.1 A **Temporary TEC Exchange Rate Offer** shall:

(i) be made to both the **Temporary TEC Exchange Donor User** and the **Temporary TEC Exchange Recipient User** and state the **Temporary Donated TEC** and **Temporary TEC Exchange Rate**;

(ii) include in the offer sent to the **Temporary TEC Exchange Donor User** a revised Appendix C to the relevant **Bilateral Connection Agreement** or **Bilateral Embedded Generation Agreement** (as appropriate) of the **Temporary TEC Exchange Donor User** which will detail the **Temporary Donated TEC** and the **Temporary TEC Exchange Period** for which this applies;

(iiii) include in the offer sent to the Te**mporary TEC Exchange Recipient User** a revised Appendix C to the relevant **Bilateral Connection Agreement** or **Bilateral Embedded Generation Agreement** (as appropriate) of the **Temporary TEC Exchange Recipient User** which will detail the **Temporary Received TEC** and the **Temporary TEC Exchange Period** for which this applies; and

(iv) be open for acceptance by receipt of the faxed copy of the **Temporary TEC Exchange Rate Offer** up to 17:00 the following **Business Day**.

6.34.6.2 A **Temporary TEC Exchange Rate Offer** must be accepted by both the **Joint Temporary TEC Exchange Users** within the timescales in Paragraph 6.34.6.2(iii). Acceptance of a **Temporary TEC Exchange**

Rate Offer shall be made by executing and faxing back the accepted **Temporary TEC Exchange Rate Offer**. A **Temporary TEC Exchange Rate Offer** lapses if not accepted by both **Temporary TEC Exchange Users** within such period.

6.34.6.3 If the **Temporary TEC Exchange Rate Offer** is accepted in accordance with Paragraph 6.34.6.2, for the **Temporary TEC Exchange Period** Appendix C to the relevant **Bilateral Agreements** will be that accepted by the **Joint Temporary TEC Exchange Users**, unless otherwise subsequently amended in accordance with such **Bilateral Agreement** or the **CUSC**. Upon expiry of the **Temporary TEC Exchange Period** such Appendix C as it relates to that **Temporary TEC Exchange Period** shall cease to have effect.

6.34.7 Temporary TEC Exchange reporting and information provisions

6.34.7.1 **The Company** may publish the following information in respect of **Temporary TEC Exchange Rate Offers** which are accepted:-

1. details of the **Temporary TEC Exchange Period**;

2. details of the **Temporary Donated TEC** and **Temporary Received TEC**;

3. the identity of the **Temporary TEC Exchange Donor User** and the **Temporary TEC Exchange Recipient User**;

4. the **Connection Site** or site of **Connection**,

in such form and manner as shall be prescribed by **The Company** from time to time.

6.34.7.2 **The Company** may publish the following information in respect of **Temporary TEC Exchange Rate Offers** which are made are not accepted:-

1. details of the **Temporary TEC Exchange Period**;

2. details of the **Temporary Donated TEC** and **Temporary Received TEC**;

3. the identity of the **Temporary TEC Exchange Donor User**;

4. the **Connection Site** or site of **Connection**,

in such form and manner as shall be prescribed by **The Company** from time to time.

6.34.7.3 **The Company** may publish the following information in respect of **Temporary TEC Exchange Rate Offers** not made:-

1. details of the **Temporary TEC Exchange Period**;

2. details of the **Temporary Donated TEC**;

3. the identity of the **Temporary TEC Exchange Donor User**;

4. the **Connection Site** or site of **Connection**,

in such form and manner as shall be prescribed by **The Company** from time to time.

6.34.7.4 The **Temporary TEC Exchange Donor User** and the **Temporary TEC Exchange Recipient User** consent to the publication by **The Company** of the information referred to above.

6.34.7.5 A **User** may also from time to time request that **The Company** advise other **Users** that such **User** is interested in making a **Temporary TEC Exchange**. Such request must be sent by email and a fax copy made using the **Temporary TEC Exchange Notification of Interest Form**.

6.34.7.6 **The Company** shall publish such **Temporary TEC Exchange Notification of Interest Form** on its **TEC Register** within 10 **Business Days** of its receipt.

6.35 Embedded Generator MW Register

6.35.1 **The Company** shall establish and maintain the **Embedded Generator MW Register** published on **The Company Website** recording the details set out in 6.34.2.

6.35.2 The **Embedded Generator MW Register** shall set out:

- the name of **Embedded Generator's** who have a **BELLA** or who are a **Relevant Embedded Medium Power Station** or a **Relevant Embedded Small Power Station**,
- the site of connection to the **Distribution System** and the relevant **Grid Supply Point**,
- the proposed year of connection to the **Distribution System** and
- the maximum output of the **Embedded Generator's** in MW's as set out in the **BELLA** or provided by the **Authorised Electricity Operator** to whose **Distribution System** that **Embedded Generator** is to connect.

6.35.3 **The Company** shall record the details of any new **BELLA's** or any changes to existing **BELLA's** on the **Embedded Generator MW Register** within 5 **Business Days** of such agreements <u>being entered into by **The Company**</u>.

6.35.4 **The Company** shall record the details provided by the **Authorised Electricity Operator** in respect of a **Relevant Embedded Medium Power Station** or a **Relevant Embedded Small Power Station** or any changes on the **Embedded Generator MW Register** within 5 **Business Days** of of the relevant agreements being entered into relating to such **Relevant Embedded Medium Power Station** or **Relevant Embedded Small Power Station** between the **Authorised Electricity Operator** and **The Company**.

6.36 Transmission Works Register

6.36.1 **The Company** shall establish and maintain a **Transmission Works Register** in respect of **Transmission Works** set out in **Generators'** and **Interconnector Owners' Construction Agreements** and/or set out in the relevant **Construction Agreement** with the owner/operator of the **Distribution System** in respect of an **Embedded Exemptable Large Power Station** which is the subject of a **BELLA** (until such **Transmission Works** are completed) which it shall publish on **The Company Website** recording the details set out in Paragraph 6.36.2.

6.36.2 The **Transmission Works Register** shall in respect of each such **Construction Agreement** set out the name of **the** Generator or **Interconnector Owner**, the **Connection Site** or, where applicable, the **Transmission Interface Site** (or in the case of an **Embedded Generator** the site of connection), the **Completion Date(s)**, and the **Transmission Works** which relate to such **Construction Agreement** (each as amended from time to time).

6.36.3 The details referred to a Paragraph 6.36.2 shall be recorded on the **Transmission Works Register** within 10 **Business Days** of the completion of such agreements or any changes to an existing agreement if such change affects any item in the **Transmission Works Register**.

Communications Plant (CC.6.5) - Appendix 1

Power Station Located Adjacent to the Transmission Substation

Description	Source	Work	Provided By	Notes
Control Telephone (CC.6.5.2)	Transmission Substation Exchange.	User to install free issue handset on dedicated communications circuit. User to install wiring from User control room to Transmission substation exchange.	Wiring to be provided by User. The Company to provide handset only.	Where the power station is located immediately adjacent to the Transmission substation.
Extension Bell (CC.6.5.3)	Transmission Substation Exchange.	User to install free issue extension bell on dedicated communications circuit (separate cores from the control telephone). User to install wiring from User control room to Transmission substation exchange.	Wiring to be provided by User. The Company to provide bell only.	
PSTN (or other off-site communications circuits) for Telephony. (CC.6.5.2 to CC.6.5.5)	Public Telecommunications Operator (PTO).	The User shall provide their own off site communications paths. Data and speech required by The Company shall be cabled from the User site to the Transmission Substation Exchange.	Wiring to be provided by User.	
Telegraph Instructor (CC.6.5.7)	Transmission Marshalling Cubicles.	Wire out and install free issue display unit and driver (free issue) and communication connections to the Transmission Marshalling Cubicles. The Company to commission.	Wiring to be provided by User. The Company to provide display unit and driver.	
Electronic Data Communication Facilities (Electronic Despatch & Logging) (CC.6.5.8)	PTO.	User to install EDL terminal for submission of MEL and dynamics re-declarations and for bid and offer acceptance instructions.	User to provide EDL terminal. The Company to provide communications path to a site router associated with the EDL terminal in conjunction with the User.	
Facsimile Machine (CC.6.5.9)	PTO.	Install facsimile machine on dedicated communications circuit.	User to provide facsimile machine and wiring to PTO.	

Communications Plant (CC.6.5) - Appendix 1

Power Station Not Located Adjacent to the Transmission Substation

Description	Source	Work	Provided By	Notes
Control Telephone (CC.6.5.2)	Remote Telephone Equipment (RTE) unit.	User to install free issue handset on dedicated communications circuit. User to install wiring from User control room to Transmission Marshalling Cubicles.	Wiring to be provided by User. The Company to provide handset only.	Where the Power Station is not located immediately adjacent to the Transmission substation.
Extension Bell (CC.6.5.3)	RTE unit.	User to install free issue extension bell on dedicated communications circuit (separate cores from the control telephone). User to install wiring from User control room to Transmission Marshalling Cubicles.	Wiring to be provided by User. The Company to provide bell only.	
PSTN (or other off-site communications circuits) for Telephony. (CC.6.5.2 to CC.6.5.5)	Public Telecommunications Operator (PTO).	Duplicate offsite communications are preferred for security of data and speech transmission. If two outlet cables do not exist then the matter must be resolved on a site specific basis, to the satisfaction of The Company.	User to provide own outlet cables.	
Telegraph Instructor (CC.6.5.7)	Transmission Marshalling Cubicles.	Wire out and install free issue display unit and driver (free issue) and communication connections to the Transmission Marshalling Cubicles. The Company to commission.	Wiring to be provided by User. The Company to provide display unit and driver.	
Electronic Data Communication Facilities (Electronic Despatch & Logging) (CC.6.5.8)	PTO.	User to install EDL terminal for submission of MEL and dynamics re-declarations and for bid and offer acceptance instructions.	User to provide EDL terminal. The Company to provide communications path to a site router associated with the EDL terminal in conjunction with the User.	
Facsimile Machine (CC.6.5.9)	PTO.	Install facsimile machine on dedicated communications circuit.	User to provide facsimile machine and wiring to PTO.	

Communications Plant (CC.6.5) - Appendix 1

Demand

Description	Source	Work	Provided By	Notes
Control Telephone (CC.6.5.2)	Remote Telephone Equipment (RTE) unit.	User to install free issue handset on dedicated communications circuit. User to install wiring from User control room to Transmission Marshalling Cubicles.	Wiring to be provided by User. The Company to provide handset only.	Demand Control Points (as defined in the Grid Code)
Extension Bell (CC.6.5.3)	RTE unit.	User to install free issue extension bell on dedicated communications circuit (separate cores from the control telephone). User to install wiring from User control room to Transmission Marshalling Cubicles.	Wiring to be provided by User. The Company to provide bell only.	
PSTN (or other off-site communications circuits) for Telephony. (CC.6.5.2 to CC.6.5.5)	Public Telecommunications Operator (PTO).	Duplicate offsite communications are preferred for security of data and speech transmission. If two outlet cables do not exist then the matter must be resolved on a site specific basis, to the satisfaction of The Company.	User to provide own outlet cables.	
Telegraph Instructor (If required by The Company) (CC.6.5.7)	Transmission Marshalling Cubicles.	Wire out and install free issue display unit and driver (free issue) and communication connections to the Transmission Marshalling Cubicles. The Company to commission.	Wiring to be provided by User. The Company to provide display unit and driver.	
Electronic Data Communication Facilities (Electronic Despatch & Logging) (CC.6.5.8)	PTO.	User to install EDL terminal for submission of MEL and dynamics re-declarations and for bid and offer acceptance instructions.	User to provide EDL terminal. The Company to provide communications path to a site router associated with the EDL terminal in conjunction with the User.	
Facsimile Machine (CC.6.5.9)	PTO.	Install facsimile machine on dedicated communications circuit.	User to provide facsimile machine and wiring to PTO.	

Appendix 2

Operating Metering (CC.6.5.6)

Description	Source	Type	Work	Provided by	Notes
MW and MVAr for Balancing Mechanism Unit.	Settlement Metering (FMS).	Unit per Pulse	Provide dedicated outputs from the FMS (Final Metering Scheme) 'check' meters. Supply and install wiring to the OMS-FE.	User.	Used for Despatch Instructions and Ancillary Services Monitoring (ASM). For information, FMS meters are required under the Balancing and Settlement Code. Refer to the BSC.
Individual alternator MW and MVAr (applicable to multi-shaft machines).	Transducer or high accuracy output from User metering.	Unit per Pulse	Provide MW and MVAr transducer or high accuracy outputs. Supply and install wiring to the OMS-FE / Transmission Marshalling Cubicles.	User	Used for Network Modelling and ASM. If the User chooses to use transducers, the quality is to be agreed with The Company. LV monitoring is acceptable.
Individual unit transformer MW and MVAr.	Transducer or high accuracy output from User metering.	Unit per Pulse	Provide MW and MVAr transducer or high accuracy outputs. Supply and install wiring to the OMS-FE / Transmission Marshalling Cubicles.	User.	Used for Network Modelling. If the User chooses to use transducers, the quality is to be agreed with The Company.
Voltage for each generator connection to the Transmission substation.	Single Phase VT (usually a CVT)	AC Waveform	Provide VT secondary output (single phase). Supply and install transducer and wiring to the Transmission Marshalling Cubicles.	User.	For indication purposes. To feed Substation Voltage Selection Scheme. The Company to install Voltage Selection Scheme at Transmission substation as required.
Frequency for each Balancing Mechanism Unit.	High accuracy VT output (single phase).	AC Waveform	Provide high accuracy VT secondary output (single phase). Supply and install wiring to the Transmission Marshalling Cubicles.	User.	Used for ASM.
All generator circuit(s) LV circuit breaker(s) and disconnector(s)	Double point off dedicated auxiliary contacts (1 n/o and 1 n/c).	Status Indication	Wire out and cable between auxiliary contacts and Transmission Marshalling Cubicles.	User, in switchgear.	Dedicated auxiliary contacts are required. Repeat relays are not normally acceptable.
Unit transformer circuit breaker(s).	Double point off dedicated auxiliary contacts (1 n/o and 1 n/c).	Status Indication	Wire out and cable between auxiliary contacts and Transmission Marshalling Cubicles.	User, in switchgear.	Dedicated auxiliary contacts are required. Repeat relays are not normally acceptable.
All generator circuit(s) HV circuit breaker(s) and disconnector(s).	Double point off dedicated auxiliary contacts (1 n/o and 1 n/c).	Status Indication	Wire out and cable between auxiliary contacts and Transmission Marshalling Cubicles.	User, in switchgear.	Dedicated auxiliary contacts are required. Repeat relays are not normally acceptable.
Each generator transformer Tap Position Indication (TPI)	Dedicated tap changer auxiliary contact arm.	Tap Position Indication	Provide >one out of (up to) 19' position indications or TPI transducer indication. Wire out and cable between dedicated auxiliary contact arm and Transmission Marshalling Cubicles.	User, in transformer tap-changer.	Used for Network Modelling and ASM.

END OF SECTION 6