

NORTHERN IRELAND ELECTRICITY plc

and

**THE CONNECTED PARTY NAMED IN
PART C OF THIS AGREEMENT**

**HIGH VOLTAGE
CONNECTION AGREEMENT**

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HIGH VOLTAGE CONNECTION AGREEMENT

BETWEEN:

NORTHERN IRELAND ELECTRICITY plc whose registered office is at 120 Malone Road, Belfast BT9 5HT (“NIE”)

AND

THE CONNECTED PARTY further described in Part C of this Agreement, whose principal place of business is as set out in Part C of this Agreement (“Connected Party”).

WHEREAS:

- A. The Connected Party has applied to NIE for connection to the Distribution System at the Connection Point set out in Part C and NIE has agreed to the Connected Party’s Installation being and remaining Connected to the Distribution System at the Connection Point.
- B. The Connected Party is a consumer of high voltage electricity, and may, as provided in this Agreement, also operate as an Exempt Generator.
- C. For the avoidance of doubt, this Agreement does not apply to generators who are not Exempt Generators. Such generators are required to have a customised connection agreement with NIE.

IT IS HEREBY AGREED as follows:

PART A - GENERAL TERMS AND CONDITIONS OF CONNECTION

A1. Application of Parts of Agreement

This Part A (General Terms and Conditions of Connection) and Part C (Party Details) shall apply to all types of connection under this Agreement. In addition, if and to the extent that the Connected Party is operating as an Exempt Generator in addition to consuming electricity, Part B (Terms and Conditions for Generation) shall also apply.

A2. Interpretation and Definitions

A2.1 Capitalised words and phrases used in this Agreement have the meaning given to them in the Distribution Code except as defined in sub-clause A2.2 or as the context requires otherwise.

A2.2 In this Agreement, except where the context otherwise requires, the expressions set out below shall have the meaning set opposite them:

“**Affiliate**” means any holding company or subsidiary of any subsidiary of any holding company of NIE or the Connected Party, as the case may be, in each case within the meaning of Article 4, 4A and 4B of the Companies (Northern Ireland) Order 1986;

“**Agreement**” means this agreement between NIE and the Connected Party, including Parts A, B and C and the Schedules;

including Parts A, B and C and the Schedules;

- “Authority”** means the Northern Ireland Authority for Energy Regulation or any successor;
- “Connect(ed)”** means the installation of the Plant and Equipment in such a way that subject to Energisation the Connected Party may, if the Connected Party is a Consumer, receive a Supply of electricity from the Distribution System at the Connection Point, or, if the Connected Party is an Exempt Generator, Supply electricity to the Distribution System at the Connection Point, and “Connecting” shall be construed accordingly;
- “Connected Party’s Installation”** means the electric lines situated upon the Connected Party’s side of the Connection Point together with the Connected Party’s Plant, Apparatus or Equipment connected or intended to be permanently connected to such electric lines;
- “Connection Point”** means the point specified in Part C or in an application for connection as the point where energy may flow between the Distribution System and the Connected Party’s Installation;
- “Consumer”** means a person to whom electrical power is Supplied at High Voltage at the Connection Point;
- “De-energisation”** means the movement of any isolator, breaker or switch or the removal of any fuse or the taking of any other step whereby no electrical current can flow from the Distribution System through the Connection Point and/or vice versa and “De-energise” shall be construed accordingly;
- “Distribution Code”** means Distribution Code prepared pursuant to Licence as from time to time revised in accordance with the Licence;
- “Energisation”** means the movement of any isolator, breaker or switch or the insertion of any fuse or the taking of any other steps so as to enable, if the Connected Party is a Consumer, an electrical current to flow from the Distribution System through NIE’s Equipment to the Connected Party’s Equipment at the Connection Point, and, if the Connected Party is an Exempt Generator, an electrical current to flow from the Connected Party’s Equipment to NIE’s Equipment at the Connection Point, and “Energise”, “Energised”, “re-Energise”, “re-Energised” and “re-Energising” shall be construed accordingly;
- “Equipment”** means, in relation to NIE, the switchgear, metering or other equipment, lines or other parts of the Distribution System or any other property of NIE, including any substation necessary to Connect the Distribution System and the Connected Party’s Installation at the Connection Point, and in relation to the Connected Party, means that part of the Plant and Apparatus owned by the Connected Party which has been or is to be

provided and installed and which is necessary to Connect the Distribution System and the Connected Party's Installation at the Connection Point and which is (where appropriate) illustrated on the diagram as part of Schedule 1;

- “Exempt Generator”** means a person having an on-site generator and who is exempt from the requirement to hold a licence granted under the Order by reason of the Exemption Order;
- “Exemption Order”** means the Electricity (Class Exemptions from the Requirement for a Licence) Order (Northern Ireland) 1999;
- “Force Majeure Event”** means in relation to a Party any event or circumstance, or series of events or circumstances beyond the reasonable control of that Party, which could not have been avoided through the use of Good Industry Practice, and which has the result that that Party is unable to perform any or all of its obligations under this Agreement;
- “Grid Code”** means the Grid Code prepared pursuant to the TSO's transmission licence, as from time to time revised in accordance with the TSO's transmission licence
- “Good Industry Practice”** means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;
- “Law”** means any legislation, treaty, regulation, licence, by-law, proclamation, code, order (including the Order), statutory instrument or other subordinate legislation (each as amended or replaced), and which applies to the relevant Party;
- “Licence”** means the licence to participate in the transmission of electricity granted to NIE under the Article 10(1)(b) of the Order;
- “Maximum Export Capacity”** means the maximum amount of power to be passed into the Distribution System at the Connection Point as set out in Part C;
- “Maximum Import Capacity”** means the maximum amount (in conditions other than system fault conditions) of electricity expressed in kW or kVA to be supplied to the Connected Party at the Connection Point as specified in Part C;
- “Metering Equipment”** means the metering equipment that the Connected Party must have, which must comply with the Metering Code and/or metering requirements as notified to the Connected Party by NIE from time to time;

“NIE Supply”	means the electricity supply business operated by NIE Energy Limited;
“Order”	means the Electricity (Northern Ireland) Order 1992;
“Party”	means either the Connected Party or NIE, as the circumstances require, and “Parties” means both the Connected Party and NIE;
“Permitted Exception”	means disclosure of any information: <ul style="list-style-type: none"> (a) which is or comes into the public domain otherwise than as a result of a breach of any undertaking of confidentiality; (b) which is required to be disclosed by the Order or by any other Law or in compliance with the conditions of any licence granted under the Order or any document referred to in any such licence with which the Connected Party is required to comply; (c) which is furnished to a court, arbitrator or administrative tribunal or an expert in the course of proceedings before it to which the Connected Party is a party; (d) (for the avoidance of doubt) which is required to be disclosed in compliance with the requirements of Article 38 of the Order or the provisions of the Northern Ireland Fuel Security Code; (e) which is permitted to be disclosed by the Connected Party under the Trading and Settlement Code; (f) which is furnished to banks, financiers or insurers or their respective consultants and advisers, provided that the recipient agrees to keep such information confidential on terms no less onerous than those set out in clause A19; or (g) which is furnished to the Authority, the Department of Enterprise Trade and Investment, or the Secretary of State for Trade and Industry or their respective agents to enable the Authority, the Department and the Secretary of State to monitor developments concerning the generation of electricity from non-fossil sources;
“Planning Standards”	means the standards for the planning, development, operation and maintenance of the Distribution System applicable to NIE under the Licence;
“Premises”	means any land or building of the Connected Party specified in Part C or set out in Schedule 1 and any other land or buildings owned or controlled by the Connected Party in which any of NIE’s Equipment is to be installed or is for the

time being situate;

“Relevant Act or Omission”	means any act or omission by the TSO that is a breach of a Relevant Agreement;
“Relevant Agreement”	means any agreement for connection to and/or use of the Transmission System to which the TSO is party and/or the Transmission Interface Arrangements;
“SEM”	shall have the meaning given to “Single Electricity Market” in the Distribution Code;
“Supply” and “Supplied”	refers to the delivery of electricity, where the Connected Party is a Consumer, to the Connection Point, or, where the Connected Party is an Exempt Generator, from the Connection Point, and may include the provision of services required or undertaken in respect of such delivery;
“Transmission Interface Arrangements”	means the Transmission Interface Arrangements prepared by NIE and the TSO pursuant to the Licence and the TSO’s transmission licence;
“Transmission Connection Agreement”	means an agreement between the TSO and users or customers for connection to exit or entry point on the Transmission System;
“Transmission System”	shall have the meaning given to “transmission system” in the Licence;
“Transmission Use of System Agreement”	means an agreement between the TSO and users or customers for use of, inter alia, the Transmission System;
“Trading and Settlement Code”	shall have the meaning given to such term in the Distribution Code;
“TSO”	means SONI Limited, the operator of the Transmission System in Northern Ireland;
“Use of System Agreement”	means an agreement between NIE and the Connected Party or another party pursuant to which the Connected Party or the other party has the right to use the Distribution System, and under which the Connected Party or other party agrees to pay Use of System Charges to NIE;
“Use of System Charges”	means charges made or levied, or to be made or levied by NIE for use of the Distribution System in accordance with the statement produced under Condition 14 of Part II of the Licence.

A2.3 Any reference in this Agreement to a statute, statutory instrument, order in council, directive, regulation, order or other enactment shall be construed as a reference to such statute, statutory instrument, order in council, directive, regulation, order or other enactment as modified, amended or re-enacted from time to time. Any reference in this Agreement to any agreement or other document (which includes but is not limited to Planning Standards,

engineering recommendations and safety rules) shall, except where expressly stated to the contrary, be construed as a reference to such agreement or other document as modified, amended, varied or novated, in whole or in part, from time to time.

- A2.4 Any reference in this Agreement to the Distribution Code, or any section or provision of the Distribution Code, shall be construed, at the particular time, as including a reference to the Distribution Code or the relevant section or provision as it may have been amended or substituted. Terms which are defined in the Distribution Code and which are not otherwise defined in this Agreement shall have the meanings ascribed to them in the Distribution Code.
- A2.5 Any reference in this Agreement to a clause or sub-clause is a reference to a clause or sub-clause (as applicable) contained in this Agreement (excluding the Schedules), any reference to a Part is a reference to a Part of this Agreement, and any reference to a Schedule is a reference to a Schedule to this Agreement.
- A2.6 The table of contents, clause headings and clause descriptions are inserted for ease of reference only.

A3. Commencement and Term

- A3.1 Subject to sub-clauses A4.1 and clause B3, as applicable, this Agreement shall come into effect on the date set out in Part C and shall continue in force until terminated in accordance with its terms.
- A3.2 This Agreement shall supersede any previous connection agreement between the Connected Party and NIE in relation to the Connection Point. Sub-clause A24.1(a) applies in respect of any such agreement from the date this Agreement comes into effect.

A4. Connection to Distribution System

- A4.1 Subject to the terms of this Agreement, the Connected Party shall have the right for the Connected Party's Installation to be Connected and to remain Connected to the Distribution System at the Connection Point and to be and remain Energised in accordance with the provisions of the Order, any other Laws that may apply from time to time, and the applicable terms of this Agreement.
- A4.2 The right for the Connected Party's Installation to be Connected to the Distribution System at the Connection Point and to be Energised is subject to:
- (a) the Connected Party having paid all charges invoiced to the Connected Party by NIE in accordance with clause A14; and
 - (b) where the Connected Party is an Exempt Generator, the Connected Party having completed and returned to NIE Schedule 1A and NIE having given its prior written consent under sub-clause A4.5.
- A4.3 The right for the Connected Party's Installation to be and to remain Connected to the Distribution System at the Connection Point and to be and to remain Energised is subject to:
- (a) at least one of the following agreements being in effect and remaining in force throughout the term of this Agreement:

- (i) an agreement for the purchase of electricity with NIE Supply;
 - (ii) an agreement for the purchase of electricity with a Supplier which has a Use of System Agreement in effect with NIE; and
 - (iii) a Use of System Agreement in effect with NIE;
- (c) the Connected Party complying with clause A7 and Schedule 2A, and, where the Connected Party is also operating as an Exempt Generator, clause B3 and Schedule 2B; and
- (d) the Connected Party's Equipment being installed, earthed, operated and maintained in accordance with the IEE Regulations (BS 7671), any regulations made by the Department of Enterprise, Trade and Investment, and NIE's requirements, as applicable.
- A4.4 NIE may refuse to Connect or maintain a connection to, and may De-energise, the Connected Party's Installation if the Connected Party's Equipment ceases to comply with the requirements referred to in sub-clause A4.3.
- A4.5 The Connected Party shall not, without the prior written consent of NIE, Connect any generating unit to the Distribution System directly or indirectly or operate any generating unit in parallel with the Distribution System.
- A4.6 Where the Connected Party participates in the SEM pursuant to the Trading and Settlement Code, the Connected Party shall enter into Transmission Use of System Agreement with the TSO. Where the Connected Party does not participate in the SEM (pursuant to the Trading and Settlement Code) but has a Maximum Export Capacity of greater than or equal to 5MW, the Connected Party shall enter into an agreement with the TSO to comply with the Grid Code (in the form determined by the Transmission Interface Arrangements).

A5. Compliance with the Distribution Code and Laws and Safety

- A5.1 Each of the Parties undertakes with the other to comply with the Distribution Code to the extent that the same is applicable to it, subject to any derogations granted at or after the date of this Agreement to either Party by the Authority. In the event of any conflict between this Agreement and the Distribution Code, the Distribution Code shall prevail.
- A5.2 Without limiting sub-clause A4.3, the Connected Party must comply with all Laws applicable in respect of the Connected Party's Equipment.
- A5.3 NIE and the Connected Party must comply, at all times throughout the term of this Agreement, with the safety rules set out in Schedule 3. However, the Connected Party is only required to complete the details required in the appendices of Schedule 3 when:
- (a) the Connection Point is being Connected to the Distribution System for the first time for the purposes of Supply;
 - (e) the Connected Party's Equipment undergoes a modification;
 - (f) the Connected Party requests NIE to isolate/earth the Distribution System to facilitate maintenance or repair of any part the Connected Party's Installation; or

- (g) NIE requests the Connected Party to isolate/earth the Connected Party's Installation to facilitate maintenance or repair of the Distribution System.

A5.4 NIE may, as appropriate, take over control of the main incoming circuit-breakers of the Supply of electricity, and may apply NIE's locks to them. In an emergency the Connected Party will be able to trip the NIE circuit breakers (by means of a remote operating trip button) so as to cut off all voltage from the remainder of the Connected Party's Premises. Reclosure shall be effected by NIE when appropriate.

A6. Design of the Connected Party's Installation

A6.1 It is the responsibility of the Connected Party to ask NIE for information about the characteristics of the Distribution System where required by the Connected Party for the design of the Connected Party's Installation and any modifications to it.

A6.2 The Connected Party hereby acknowledges that NIE may use switchgear with auto-reclosing facilities with a dead time of at least one second, that the Connected Party's Installation should be designed so as not to suffer damage through the operation of such facilities and that NIE accepts no liability for such damage to the extent (if any) such damage is attributable to the Connected Party's failure so to design the Connected Party's Installation.

A6.3 NIE shall not be responsible for, and gives no warranty as to, the adequacy, safety, or other characteristics of the whole or any part of the Connected Party's Installation, notwithstanding any inspection, if any, or non-rejection, by NIE of the whole or that part of the Connected Party's Installation.

A7. Technical Requirements

A7.1 The Connected Party must ensure that it installs Metering Equipment that complies with its obligations in relation to metering and with any other requirements as may be notified to the Connected Party by NIE from time to time.

A7.2 The Connected Party is not permitted to use NIE's electric lines or Plant for signalling or communication purposes.

A7.3 The Connected Party must not use the supply to or from the Connection Point in such a way as to, or Connect equipment which results in or may, in NIE's reasonable opinion, result in damage to the Distribution System or interfere with Supply to or from other customers or with the distribution of Supplies by NIE efficiently and in accordance with NIE's obligations.

A7.4 The Connected Party shall take all reasonable steps to keep the power factor between 0.90 lagging and unity at the Connection Point. Any capacitors or other devices provided by the Connected Party for power factor improvement purposes shall be so controlled as to ensure that the total capacitance connected to the Connected Party's Installation at any time is not greater than that required to produce a power factor of unity at that time.

A7.5 The Connected Party shall ensure as far as it is reasonably practicable that the demand is at all times balanced between phases.

A7.6 If the Connected Party fails to comply with any of sub-clauses A7.1 to A7.5 NIE may require the Connected Party by notice to remedy the failure, at the Connected Party's

expense. If the failure is not remedied within a reasonable time of NIE giving such notice, NIE may De-energise the Connection Point until the failure is remedied to NIE's satisfaction. This sub-clause A7.6 is without prejudice to any other rights and remedies provided by this Agreement.

A8. Interference with Equipment

Each Party shall ensure that its agents, employees and invitees do not interfere in any way with the other Party's Plant, Equipment or Apparatus (including, without limitation, Metering Equipment) without the consent of the other Party, except where emergency action has to be taken to protect the health and safety of persons or to prevent damage to property proximate to the relevant asset or to preserve or protect the Distribution System, in which case interference in order to protect the health and safety of such persons or to prevent such damage to property or to preserve or protect the Distribution System shall be allowed.

A9. Modifications

- A9.1 The Connected Party must obtain written consent from NIE prior to Connecting directly or indirectly any Plant, Equipment or Apparatus to the Connection Point, modifying the Connected Party's Installation or taking any other step in relation to its Installation or the Connection Point, where such Connection, modification or other step affects or could reasonably be expected to affect the operation or performance of the Distribution System.
- A9.2 The Connected Party shall not connect the Connected Party's Installation to any point other than the Connection Point.
- A9.3 Where NIE makes a change to the Distribution System which affects the Connected Party, NIE shall use its reasonable endeavours to advise the Connected Party where NIE reasonably believes the Connected Party may have to carry out works as a result.
- A9.4 NIE shall have no obligation to compensate the Connected Party for any cost or expense of any modification required to be made by the Connected Party as a result of any change by NIE to the Distribution System.

A10. Rights over Land

- A10.1 The Connected Party grants to NIE to the extent reasonably required by NIE free of charge all such consents and all wayleaves, easements, rights over and interests in land as are necessary in respect of the installation, operation, maintenance, inspection and removal of NIE's Equipment situated or to be situated on the Connected Party's Premises and, in particular, if a substation lease term is specified in Part C, the Connected Party shall grant or procure the grant of a lease to NIE at a nil rent, for such term commencing on the date of this Agreement, on such terms and conditions as shall be agreed between the Parties, in respect of the land or accommodation required to house NIE's Equipment on the Connected Party's Premises, such lease to be completed within three (3) months from the date of this Agreement, unless the matter is referred to arbitration under clause A26 in which case the lease shall be completed within fourteen (14) days after publication of the arbitrator's decision.
- A10.2 If the Parties fail to agree the terms and conditions of the lease referred to above, then the matter shall be referred to arbitration pursuant to clause A26.

A11. Rights of Access

- A11.1 This clause is without prejudice to NIE's rights of access and related rights under any Laws.
- A11.2 The Connected Party shall procure that such employees and/or agents and/or subcontractors and/or invitees of NIE as are reasonably necessary shall be entitled to enter the Connected Party's Premises, and shall be given safe and unobstructed access, at all reasonable times (except in the case of emergency, when such right of entry shall exist at any time) both during and after the termination of this Agreement and (except in the case of emergency and as provided for in sub-clause A11.5) upon reasonable notice for the purpose of:
- (a) carrying out connection or modification works;
 - (b) inspecting, testing, repairing, renewing, maintaining, isolating, protecting or removing NIE's Equipment or the Connected Party's Equipment or any part of such Equipment;
 - (c) reading of meters;
 - (d) disconnecting or De-energising the Connection Point;
 - (e) monitoring compliance with the terms of this Agreement; or
 - (f) any purpose required for the operation of the Distribution System.
- A11.3 Rights of access under this Agreement shall include the right for NIE to bring on to the Connected Party's Premises such vehicles, plant, machinery and construction materials as shall be reasonably necessary to carry out the functions specified in this clause A11.
- A11.4 Any individuals to whom access is given pursuant to this clause A11 shall comply with all reasonable directions given by the Connected Party and its appropriately authorised employees and agents as to general safety and site security requirements. NIE shall make good or pay compensation for any damage caused to the Connected Party's Premises by NIE, its employees, sub-contractors or agents in taking access pursuant to this clause A11.
- A11.5 For the avoidance of doubt, sub-clauses A11.2, A11.3 and A11.4 shall apply with respect to NIE's rights of access to Metering Equipment provided, installed and maintained by NIE except where the provisions of MC9 of the Metering Code (which is entitled "Access") apply with respect to NIE's rights of access to the Connected Party's property for the purposes of the Metering Code including (without limitation) access to Metering Equipment.

A12. Limitation of Export and Demand

- A12.1 The Connected Party shall not at any time pass electricity on to the Distribution System through the Connection Point in excess of the Maximum Export Capacity and shall not at any time take electricity through the Connection Point exceeding the Maximum Import Capacity without in each case the prior written consent of NIE.
- A12.2 In the event that the Maximum Export Capacity or the Maximum Import Capacity is exceeded, NIE may give notice to the Connected Party setting out relevant details and requesting the Connected Party to remedy the situation within one month of receipt of the notice. If the Connected Party fails to comply with such notice, without prejudice to any

other rights and remedies provided by this Agreement, NIE reserves the right to increase charges payable in relation to the Connection Point.

- A12.3 If the Connected Party fails to comply with the notice issued in accordance with sub-clause A12.2 within two months of receipt of such notice NIE may give notice that it will, if such situation is not remedied, De-energise the Connection Point.
- A12.4 If the Connected Party fails to comply with the notice issued in accordance with sub-clause A12.3 within one month of the date of such notice, NIE may, acting in accordance with Good Industry Practice, De-energise the Connection Point until such time as the Connected Party is able to satisfy NIE that the Maximum Export Capacity or the Maximum Import Capacity (as the case may be) will not be exceeded. Re-Energisation by NIE shall be effected as soon as practicable once NIE is so satisfied.
- A12.5 NIE may, upon the fifth anniversary of the date of this Agreement and every twelve months thereafter, or where a change to Maximum Import Capacity has been agreed between NIE and the Connected Party, upon the fifth anniversary of the date of agreement to that change and every twelve months thereafter, review the extent of utilisation of the Maximum Import Capacity by the Connected Party. NIE reserves the right, where the Connected Party has not been utilising the Maximum Import Capacity over the review period, to reduce the Maximum Import Capacity provided that such reduced Maximum Import Capacity shall be at least 110% of the peak half hour demand during the twelve months prior to the date of review. The Connected Party may dispute the revised Maximum Import Capacity if the Connected Party considers that the revised Maximum Import Capacity does not reflect the demand at the Connection Point. If the Parties cannot agree a mutually acceptable reduced Maximum Import Capacity, either Party may refer the matter to the Authority.

A13. Delivery of Electricity

Subject to NIE's obligations regarding regularity and quality of electricity under the Order, the Licence, and any other applicable Laws, NIE does not guarantee to deliver electricity through the Distribution System at all times or that electricity delivered through the Distribution System will be free of variations in voltage or frequency nor that the technical characteristics of the Distribution System will not change. The Connected Party should take appropriate steps to ensure that the Connected Party's Installation is accordingly protected (including the steps referred to in sub-clause A6.2). Without limiting clause A15, NIE accepts no liability for damage to the Connected Party's Installation to the extent that such damage is attributable to the Connected Party's failure to take such steps.

A14. Charges

- A14.1 The Connected Party must pay all charges associated with Connecting the Connected Party's Installation to the Distribution System as invoiced by NIE.
- A14.2 NIE may charge the Connected Party, or the Connected Party's Supplier, all reasonable costs and expenses directly incurred by NIE in De-energising, re-Energising and/or disconnecting the Connection Point pursuant to this Agreement.

A15. Limitation of Liability

Remedies for breach

- A15.1 Subject to sub-clauses A15.3 (liability cap), A15.5 (exclusion of certain losses), A15.6 (death and personal injury) and A15.13 (precedence of provisions) and save where any provision of this Agreement provides for an indemnity, neither Party (the “Party Liable”) nor any of its officers, employees or agents shall be liable to the other Party for loss arising from any breach of this Agreement other than for loss directly resulting from such breach and which at the date of this Agreement was reasonably foreseeable as likely to result in the ordinary course of events from such breach and which resulted in physical damage being occasioned to the property of the other Party, its officers, employees or agents or any third party entitled to claim against that other Party in respect of physical damage caused directly to that third party as a result of such breach.

Liability subject to cap

- A15.2 Without prejudice to sub-clauses A15.1 (remedies for breach), A15.6 (death and personal injury), A15.12 (exclusive remedies) and the other exclusions and limitations of liability in this Agreement and save where any provision of this Agreement provides for an indemnity, the liability of the Party Liable and any of its officers, employees or agents to the other Party and any of its officers, employees or agents, whether in contract, warranty, tort (including negligence), breach of duty, strict liability or any other legal or equitable principle, in respect of any:

- (a) breach of this Agreement;
- (b) representation or statement made under or in connection with this Agreement (to the extent that liability is not already excluded);
- (c) tortious (including negligent) act or omission of the Party Liable or any of its officers, employees or agents; or
- (d) other matter relating to this Agreement,
- (e) shall be subject to the cap on liability provided for in sub-clause A15.3.

Liability cap

- A15.3 Subject to sub-clause A15.6 (death and personal injury), the liability of the Party Liable under this Agreement shall be the lower of:

- (a) where the Party Liable is NIE, a sum equal to the total value of the Connected Party’s Equipment, as at the date of the event giving rise to the claim;
- (b) where the Party Liable is the Connected Party, a sum equal to the total value of NIE’s Equipment, as at the date of the event giving rise to the claim;
- (c) the sum of:
 - (i) £1 million where the Maximum Import Capacity is based on a value greater than 1 MVA;

- (ii) £100,000 where the Maximum Import Capacity is based on a value between 70kVA and 1 MVA; or
 - (iii) £10,000 where the Maximum Import Capacity is based on a value of less than 70kVA; or
- (d) where the Connected Party is an Exempt Generator, the sum of:
- (i) £1 million where the Maximum Export Capacity is based on a value greater than 1 MVA;
 - (ii) £100,000 where the Maximum Export Capacity is based on a value between 70kVA and 1 MVA; or
 - (iii) £10,000 where the Maximum Export Capacity is based on a value of less than 70kVA.

Deductions from compensation payable

A15.4 Either Party shall be entitled to deduct from any sums payable by way of compensation for loss or damage under this Agreement, any sums payable by such Party under any other agreement entered into between the Parties in respect of such loss or damage suffered by the other Party, its officers, employees or agents.

Exclusion of certain losses

A15.5 Subject to sub-clauses A15.6 (death and personal injury) and A15.8 (precedence of provisions), neither Party nor its officers, employees or agents shall, in any circumstances whatsoever, be liable to the other Party for any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill, or any indirect or consequential loss, or loss resulting from the liability of such other Party to any person howsoever and whensoever arising save as provided in sub-clause A15.1 (liability for breach).

Death and personal injury

A15.6 Nothing in this Agreement shall exclude or limit the liability of the Party Liable for 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 the other Party, its officers, employees or agents from and against any such loss or liability which such other Party may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the Party Liable or any of its officers, employees or agents.

Rights against third parties

A15.7 In consideration of the rights conferred upon the Connected Party under this Agreement, including under Clause A15.9, the right of the Connected Party to claim in negligence, other tort, or otherwise howsoever against the TSO in respect of any act or omission of the TSO in relation to the subject matter of a Relevant Agreement is hereby excluded and the Connected Party agrees not to pursue any such claim; provided that nothing in this clause A15.7 shall restrict the Connected Party's ability to claim against the TSO under any contract to which the Connected Party and the TSO are (from time to time) party or in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of the TSO.

A15.8 The TSO may rely upon and enforce the terms of Clause A15.7 against a Connected Party. The third party rights of the TSO in this Clause A15.8 may only be enforced by the TSO subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any other provision of this Agreement, this Agreement may be amended without the consent of any third party and section 2(1) of the Contracts (Rights of Third Parties Act) 1999 shall not apply to this Agreement.

A15.9 Any Relevant Act or Omission which causes physical damage to the plant, apparatus or other property of the Connected Party, shall, for the purposes of determining NIE's liability under this Agreement, constitute an act or omission of NIE in breach of this Agreement provided that the liability of NIE under this Agreement, in respect of such act or omission of the TSO, shall not exceed the monetary cap referred to in clause A15.3.

Foreseeability

A15.10 For the avoidance of doubt and for the purpose of determining the Connected Party's liability under this Agreement, any liability of NIE (in respect of any acts or omissions of the Connected Party in breach of this Agreement that cause physical damage to the property of the TSO) to the TSO under the Transmission Interface Arrangements will be a reasonably foreseeable consequence of a breach of this Agreement by the Connected Party in respect of which NIE will be entitled to recover damages from the Connected Party provided that the liability of the Connected Party under this Agreement in respect of damage to the property of the TSO, shall not exceed the monetary cap referred to in clause A15.3.

Tortious waiver

A15.11 NIE shall obtain from the TSO a waiver in favour of (and enforceable by) the Connected Party in respect of any claim the TSO may have in negligence, other tort, or otherwise howsoever against the Connected Party in respect of any act or omission of the Connected Party in relation to the subject matter of this Agreement and NIE shall ensure that such waiver includes agreement by the TSO not to pursue such claim; provided that NIE need not obtain the TSO's waiver of any claim the TSO may have against the Connected Party under any contract to which the Connected Party and the TSO are (from time to time) party or in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of the Connected Party.

Exclusive Remedies

A15.12 The rights and remedies provided by this Agreement to the Parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by common law or statute in respect of the subject matter of this Agreement, including without limitation any rights either Party may possess in tort which shall include without limitation actions brought in negligence and/or nuisance. Accordingly, each of the Parties hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases the Party Liable 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 this Agreement and undertakes not to enforce any of the same except as expressly provided herein

Precedence of provisions

A15.13 Save as otherwise expressly provided in this Agreement, this clause A15 insofar as it excludes or limits liability shall override any other provision of this Agreement, provided

that nothing in this clause A15 shall exclude or restrict or otherwise prejudice or affect any of the rights, powers, duties and obligations of either Party which are conferred or created by the Order, the Licence or any other applicable Laws, or the rights, powers, duties and obligations of the Authority or the Department of Enterprise, Trade and Investment, Secretary of State under the Order, the Licence or otherwise howsoever.

Benefit held as trustee and agent

A15.14 Each Party agrees that the other Party holds the benefit of sub-clauses A15.1 to A15.11 inclusive for itself and as trustee and agent for its officers, employees and agents.

Savings

A15.15 Each of the sub-clauses of this clause A15 shall be construed as a separate and severable term and shall remain in force notwithstanding termination of this Agreement.

A16. De-energisation/Re-energisation

A16.1 Subject to sub-clause A16.4, NIE shall be entitled to De-energise any Connection Point:

- (a) in accordance with the Use of System Agreement which relates to the Connection Point;
- (b) in the case of a Force Majeure Event;
- (c) to avoid or mitigate the effect of any material danger;
- (d) to avoid a breach of the Order or any applicable Law or Planning Standards;
- (e) to enable NIE to inspect, modify, maintain, repair or add to any part of the Distribution System;
- (f) in case of accident or emergency affecting or likely to affect the Distribution System or any other system through which (directly or indirectly) NIE receives or distributes a Supply of electricity; or
- (g) to avoid interference with the regularity or efficiency of any Supplies by NIE to any person.

A16.2 NIE shall be entitled to De-energise the Connection Point when instructed to do so in writing by the Connected Party or by the Connected Party's Supplier in accordance with the electricity industry arrangements under which the Connected Party's Supplier operates.

A16.3 Subject to the Distribution Code, NIE shall be entitled to plan and execute outages of parts of the Distribution System or its Plant, Apparatus or Equipment at any time and from time to time.

A16.4 In effecting De-energisation under this clause A16, NIE shall have due regard for the operational requirements of the Connected Party so far as is reasonably practicable and will give the Connected Party such length of notice as is reasonably practicable, but not less than 3 Business Days' notice of its intention to De-energise unless:

- (a) Force Majeure prevents it from so doing; or

- (b) De-energisation must be effected immediately by reason of accident or other emergency or under the provisions of the Distribution Code or as specified in sub-clause A16.1(f) above.

A16.5 NIE shall De-energise the Connection Point in accordance with Good Industry Practice and it shall, where applicable, re-Energise the Connection Point as soon as practicable after the circumstances leading to De-energisation cease to exist and in accordance with Good Industry Practice.

A17. De-energisation and Termination

A17.1 NIE may De-energise the Connection Point as provided for in clauses A7 (Technical requirements), A12 (Limitation of Export and Demand) and B3 (Technical Requirements for Generation). In addition, if the Connected Party is in breach of any of the provisions of this Agreement or of the provisions of the Distribution Code or Distribution Code (so far as is applicable to the Connected Party) and such breach causes or can reasonably be expected to cause an adverse material effect to the business, operations or financial position of NIE or the Distribution System then NIE may:

- (a) where the breach is capable of remedy, give written notice to the Connected Party specifying in reasonable detail the nature of the breach and requiring the Connected Party within twenty eight (28) days after receipt of such notice to remedy the breach or within any longer period agreed between NIE and the Connected Party, (the agreement of NIE not to be unreasonably withheld or delayed); or
- (b) where the breach is incapable of remedy, give written notice to the Connected Party specifying in reasonable detail the nature of the breach and the reasons why the breach is incapable of remedy and requiring the Connected Party within five (5) Business Days after receipt of such notice to undertake to NIE not to repeat the breach.

A17.2 If NIE serves a notice on the Connected Party pursuant to sub-clause A17.1, NIE and the Connected Party shall discuss in good faith and without delay the nature of the breach in an attempt to establish as quickly as practicable a mutually acceptable way of ensuring future compliance by the Connected Party with the relevant provision.

A17.3 If:

- (a) the Connected Party fails to comply with the terms of any valid notice served on it by NIE in accordance with sub-clause A17.1(a) or is in breach of any undertaking given in accordance with sub-clause A17.1(b) and such failure or breach causes a material adverse effect to the business, operations or financial position of NIE or the Distribution System; or
- (b) five (5) Business Days have elapsed since the date of any valid notice served on the Connected Party in accordance with sub-clause A17.1(a) and no undertaking is given by the Connected Party in accordance with sub-clause A17.1(b) and such failure or breach causes a material adverse effect to the business, operations or financial position of NIE or the Distribution System; or

- (c) an event of default has occurred in relation to the Connected Party under sub-clauses A17.4 or A17.5 and the relevant event is still continuing or the relevant circumstances still exist,

NIE may De-energise the Connection Point upon the expiry of at least two (2) Business Days' prior written notice to the Connected Party, provided that at the time of expiry of such notice the breach concerned remains unremedied and that neither Party has referred the matter to arbitration pursuant to clause A26 or any other dispute resolution procedure, in which event NIE may only De-energise the Connection Point following final determination of such dispute resolution procedure in accordance with the outcome of that dispute resolution procedure.

A17.4 If the breach or reason under clauses A7 (Technical requirements), A12 (Limitation of Export and Demand), B3 (Technical Requirements for Generation) or sub-clause A17.3 (breach) which led to De-energisation remains unremedied at the expiry of at least six (6) months after the date of such De-energisation, NIE may declare by notice in writing to the Connected Party that such breach has become an event of default.

A17.5 The following events or circumstances shall also be events of default by the Connected Party:

- (a) the Connected Party's Installation has not been Connected and remains unconnected 12 months from the date of this Agreement;
- (b) an order of the High Court is made or an effective resolution passed for the Connected Party's insolvent winding up or dissolution;
- (c) a receiver, which expression shall include an administrative receiver within the meaning of Article 5(1) of the Insolvency (Northern Ireland) Order 1989, of the whole or any material part of the Connected Party's assets or undertaking is appointed;
- (d) an administration order under Article 21 of the Insolvency (Northern Ireland) Order 1989 is made or if a voluntary arrangement is proposed under Article 14 of that Order;
- (e) the Connected Party enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the Authority);
- (f) the Connected Party is unable to pay its debts within the meaning of Article 103(1) or (2) of the Insolvency (Northern Ireland) Order 1989, save that such sections shall have effect as if for £750 there was inserted £10,000 (and the Connected Party shall not be deemed to be unable to pay its debts if any demand for payment is being contested in good faith by the Connected Party with recourse to all appropriate measures and procedures); or
- (g) the Connected Party's Installation, Equipment or, where the Connected Party is an Exempt Generator, the Connected Party's generating plant, has been non-operational for a period of nine (9) consecutive months.

A17.6 Once an event of default pursuant to sub-clauses A17.4 or A17.5 has occurred NIE may give notice of termination to the Connected Party and this Agreement shall terminate on the date 10 days after the notice is given or the date specified in the notice, whichever is later.

A18. Assignment and Sub-contracting

A18.1 Subject to sub-clause A18.2, neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

A18.2 Either Party may assign this Agreement in whole or in part without first obtaining the consent of the other Party where such assignation is to an Affiliate of that Party, but such Affiliate shall cease to be entitled to enforce the terms of this Agreement on its ceasing to an Affiliate of that Party.

A18.3 Neither Party shall have the right to sub-contract or delegate the performance of any of its obligations under this Agreement (including activities envisaged by the Distribution Code) without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

A19. Confidentiality and Announcements

A19.1 The Connected Party shall not at any time, whether before or after the expiry or earlier termination of this Agreement, divulge or permit its officers, employees, agents or contractors to divulge to any person any of the contents of this Agreement or any commercially confidential information relating to this Agreement or any commercially confidential information which may be provided to the Connected Party by NIE pursuant to this Agreement or the Distribution Code or in the course of negotiating this Agreement or otherwise concerning the operations, contracts, commercial or financial arrangements or affairs of NIE except:

- (a) in the circumstances which form a Permitted Exception;
- (b) to the extent otherwise expressly permitted by this Agreement; or
- (c) with the prior written consent of NIE.

A19.2 With effect from the date of this Agreement the Connected Party shall adopt procedures within its organisation for ensuring the confidentiality of all information which it is obliged to preserve as confidential under sub-clause A19.1. These procedures shall ensure that the confidential information will be disseminated within the Connected Party only to persons who need such information for the purpose of carrying out the functions which they are employed to carry out and that such persons are fully aware of the Connected Party's obligations of confidentiality in relation to such information. Insofar as is reasonably practicable any copies of the confidential information, whether in hard copy or computerised form, will clearly identify the confidential information as confidential.

A19.3 NIE shall comply with the obligations contained in Condition 9 of Part II of the Licence.

A19.4 Subject to a Permitted Exception, no public announcement or statement regarding the signature, performance or termination of this Agreement shall be issued or made unless both

Parties shall have been furnished with a copy of the proposed announcement or statement and shall have approved it (such approval not to be unreasonably withheld or delayed).

A20. Termination

A20.1 Where this Agreement has been terminated, NIE may give notice of disconnection to the Connected Party whereupon NIE shall be entitled to disconnect the Connected Party's Equipment and NIE and the Connected Party shall by arrangements between them remove any of NIE's Equipment and the Connected Party's Equipment (as applicable) from respectively the Connected Party's Premises and NIE's Premises within six (6) months of the date of termination or such longer period as may be agreed between the Parties and for the avoidance of doubt, this provision shall survive termination of this Agreement.

A20.2 Both Parties shall be allowed to enter the other Party's Premises to remove their Equipment in accordance with sub-clause A20.1, and, unless the Parties agree to the contrary, each Party shall be entitled to remove such Equipment as soon as is reasonably practicable. Each Party shall make good or pay compensation for any damage caused by that Party to the other Party by such removal. If NIE's Equipment remains in the Connected Party's Premises after termination of this Agreement it shall remain at the risk of NIE. If the Connected Party's Equipment remains in NIE's Premises after termination of this Agreement it shall remain at the risk of the Connected Party.

A21. Survival

The following clauses shall survive expiry or termination of this Agreement: A11 (Rights of Access), A15 (Limitation of Liability), A19 (Confidentiality and Announcements), A20 (Termination), A25 (Governing Law), A26 (Dispute Resolution), and A30 (Notices) and this clause A21 (Survival).

A22. Saving for Statutory Powers

Nothing in this Agreement shall prejudice or affect the rights or powers of either Party under any statute, order in council, statutory instrument, regulation or order for the time being in force.

A23. Waiver of Rights

No delay or forbearance by either Party in exercising any right, power, privilege or remedy under this Agreement or the Distribution Code shall operate to impair or be construed as a waiver of such right, power, privilege or remedy. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any future exercise of that right, power, privilege or remedy, or the exercise or future exercise of any other right, power, privilege or remedy.

A24. Entire Agreement

A24.1 This Agreement constitutes the whole and only agreement and understanding between the Parties in relation to its subject matter. Subject to sub-clause A24.2:

- (a) all previous drafts, agreements, understandings, undertakings, representations, warranties, promises and arrangements of any nature whatsoever between the Parties with any bearing on the subject matter of this Agreement are superseded and extinguished; and
- (b) all rights and liabilities arising (but for this sub-clause A24.1) after the date of this Agreement by reason of any previous agreement, understanding, undertaking, representation, warranty, promise or arrangement between the Parties are cancelled to the extent that they have a bearing on the subject matter of this Agreement, except insofar as any such thing is a term repeated or otherwise reflected in this Agreement.

A24.2 Nothing in this Agreement shall be read or construed as excluding any liability or remedy in respect of fraud.

A25. Governing Law

The laws of Northern Ireland govern this Agreement and the Parties submit to the jurisdiction of the Courts of Northern Ireland, subject and without prejudice to clause A26.

A26. Dispute Resolution

Save where expressly stated in this Agreement to the contrary and subject to any contrary legal requirement, any dispute or difference associated with this Agreement between the Parties shall be referred to arbitration pursuant to the arbitration rules of the Electricity Arbitration Association in force from time to time.

A27. Savings Clause

If any provision of this Agreement is or becomes or is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of the Commission of the European Communities or by order of the Secretary of State such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect.

A28. Variation

No variations to this Agreement shall be effective unless made in writing and signed by both Parties. The Parties shall effect any amendment required to be made to the Agreement by the Authority as a result of a change in the Licence or an order made pursuant to the Order.

A29. Third Party Rights

A person who is not a party to this Agreement has no right, and is not intended by NIE or the Connected Party to have any right, under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this clause does not affect any right or remedy of a third party which exists or is available apart from that Act.

A30. Notices

- A30.1 Unless otherwise agreed, save for notices which are given pursuant to the Distribution Code (as to which the procedures provided for in the Distribution Code shall apply) any notice or other communication to be given by one Party to the other under, or in connection with the matters contemplated by this Agreement shall be sent to the addresses or facsimile numbers given and marked for the attention of the person specified in Part C or such other address, facsimile number or person as one Party shall from time to time notify to the other Party.
- A30.2 Save for notices which are given pursuant to the Distribution Code any notice or other communication given under this Agreement shall be given by letter delivered by hand or sent by first class prepaid post or facsimile transmission and shall be deemed to have been received:
- (a) in the case of delivery by hand, when delivered;
 - (b) 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
 - (c) in the case of facsimile transmission, at the time of actual receipt.

A31. Force Majeure

If either Party shall be unable to carry out any of its obligations under this Agreement due to a Force Majeure Event the Agreement shall remain in effect but save as otherwise provided in this Agreement both Parties' obligations, other than any obligation as to payment of charges, shall be suspended without liability for a period equal to the Force Majeure Event provided:

- (a) such suspension is of no greater scope and longer duration than is required by the Force Majeure Event;
- (b) the non-performing Party notifies the other Party of the Force Majeure Event as soon as reasonably practicable upon the non-performing Party becoming aware of the occurrence of the Force Majeure Event, identifying the nature of the event, its expected duration and the particular obligations affected, and furnishes reports at such intervals as the other Party may reasonably request, during the period of the Force Majeure Event;
- (c) that the non-performing Party uses all reasonable efforts to remedy its inability to perform; and
- (d) no obligations of either Party that arose before the Force Majeure Event are excused as a result of the Force Majeure Event.

A32. Change in Circumstances

- A32.1 If there is a Change in Circumstances (as defined in sub-clause A32.2), either Party may notify the other that it wishes to review this Agreement and the Parties shall meet and discuss in good faith the amendments that should be made to this Agreement. If the Parties are unable to agree on such consequential amendments within twenty (20) Business Days of

the date of the notice served under this sub-clause A32.1, either Party may by notice in writing to the other refer the matter for determination by the Authority under NIE's Licence, as if the matter was a dispute about the terms of an offer for connection or modification of an existing connection.

A32.2 For the purposes of sub-clause A32.1, a "Change in Circumstances" occurs if after the date of this Agreement any law is passed, made, brought into force, issued, amended or revoked or ceases to have effect or the terms of the Distribution Code or any licence or document (including the NIE Licence) issued pursuant to a condition of any licence are amended, revoked or cease to have effect or there is any modification to the Distribution System.

PART B - TERMS OF CONNECTION FOR GENERATION

B1. Application of Part B

This Part B (Terms of Connection for Generation) shall apply to the connection of the Connection Point to the Distribution System where the Connected Party is an Exempt Generator. For the avoidance of doubt, Part A (General Terms and Conditions of Connection) and Part C (Party Details) shall also apply to the connection of the Connection Point to the Distribution System where the Connected Party is an Exempt Generator.

B2. General obligations under Part B

- B2.1 The Connected Party shall not commence operation of its generating unit in parallel with the Distribution System until the Connected Party has received consent from NIE. The form of consent is set out in Annex 1 to Part C.
- B2.2 The Connected Party shall not, without the prior written consent of NIE, Connect directly or indirectly any other generating unit to the Connection Point or within the Connection Party's Installation other than the Connected Party's generating unit identified in Schedule 1A without the prior written consent of NIE.

B3. Technical Requirements for Generation

- B3.1 The conditions provided under this clause B3 must be fully complied with before the Connection, Energisation and operation of the generating unit in parallel with the Distribution System and throughout the term of this Agreement.
- B3.2 The Connected Party shall not exceed the maximum values specified in Part C for export capacity and the Connected Party's contribution to fault levels.
- B3.3 The Connected Party must comply with the requirements of NIE Engineering Recommendation G59/1/NI. These requirements are for the protection of the Distribution System and do not constitute any approval by NIE of the generating plant or any warranty or guarantee by NIE of the adequacy, safety or other characteristics of the whole or any part of the Connected Party's Installation.
- B3.4 If the Connected Party fails to comply with any of sub-clauses B3.1 to B3.3, NIE may require the Connected Party by notice to remedy the failure, at the Connected Party's expense.
- B3.5 NIE may request the Connected Party to cease to operate its generating unit in parallel with the Distribution System if:
- (a) the failure described in sub-clause B3.4 is not remedied within a reasonable time of NIE giving such notice;
 - (b) the Connected Party fails to comply with sub-clause B4.2; or
 - (c) any of the situations described in sub-clauses A16.1, A17.1, or A17.5(g) arise in relation to the generating unit of the Connected Party.

The Connected Party shall promptly comply with any request by NIE under this clause B3.5. If the Connected Party fails to comply with such a request, NIE shall be entitled to De-energise and/or disconnect the Connection Point of the Connected Party. NIE may, if the reason for De-energisation or disconnection is subsequently remedied to NIE's satisfaction, re-Energise or reconnect the Connection Point upon request by the Connected Party, subject to the Connected Party paying to NIE all reasonable costs and expenses incurred or to be incurred by NIE in re-Energising or reconnecting the Connection Point. This sub-clause B3.5 is without prejudice to any other rights and remedies provided by this Agreement.

B4. Required Modifications

- B4.1 The Connected Party shall, if so requested by NIE, modify its generating unit or the whole or any part of the Connected Party's Installation to comply with any future revisions of NIE Engineering Recommendation G59/1/NL.
- B4.2 NIE's permission to operate the generating unit in parallel with the Distribution System and to Connect under this Agreement is based on the Distribution System as configured and under the loading conditions applicable at the time the Agreement is entered into. The configuration of the Distribution System and loading conditions are expected to change over time. In the event of such changes, NIE may, on reasonable notice, alter the generating unit maximum permitted values described in Part C by giving a notice to the Connected Party specifying the new maximum permitted values. The Connected Party must modify the Connected Party's Installation or take such other steps as are necessary to ensure that the new maximum permitted values are not exceeded and should it fail to do so NIE may exercise its rights under sub-clause B3.5.

PART C - PARTY DETAILS

C1. Connected Party Details

Name:	
Address:	
Facsimile:	
Contact person:	
Contact Person Telephone Number:	
Contact Person Email Address:	

C2. Connected Party Technical Information:

MPRN Number:	
Maximum Import Capacity:	
Metering Equipment Details:	Refer Schedule 1 – Site Ownership Drawing
Connected Party Contribution to Fault Levels:	

C3 Connected Party Generating Unit Characteristics

Generator Capacity:	
Maximum Export Capacity:	
Maximum Contribution to Fault Levels by Connected Party:	
Method of Operation	

C4. NIE Details

Name:	Northern Ireland Electricity plc
Address:	120 Malone Road, Belfast BT9 5HT
Facsimile:	
Contact person:	
Contact Person Telephone Number:	
Contact Person Email Address:	

C5. Distribution System Information:

Phase Rotation:	
Current:	Alternating
Voltage:	
Frequency:	50 Hz

(Note: Clause C6 (Execution) follows.)

C6 Execution

By executing this Agreement below, NIE and the Connection Party agree to be bound by the terms and conditions of this Agreement (which, as defined in Part A, includes Parts A, B and C and the Schedules as applicable).

In accordance with this Agreement, NIE’s consent is required prior to the Connection of any generating unit to the Distribution System and the operation of any generating unit in parallel with the Distribution System. **Execution of this Agreement by NIE does not indicate consent by NIE to the operation by the Connected Party of its generating unit (if any) in parallel with the Distribution System.** The form of consent to be given by NIE for this purpose is in Annex 1 to this Part C (Generation Consent). NIE’s consent may be given when this Agreement comes into effect or at any time after that date and will only be given when NIE is satisfied that applicable technical requirements are met.

SIGNED by the Parties as an agreement on the day of 200

SIGNED BY: NORTHERN IRELAND ELECTRICITY plc, by its authorised signatory:

SIGNED BY: THE CONNECTED PARTY as described in Part C of this Agreement by its authorised signatory:

Signature

Signature

Name

Name

Title

Title

Signed in the presence of:

Signed in the presence of:

Signature of witness

Signature of witness

Name of witness

Name of witness

Address

Address

ANNEX 1
to Part C of the High Voltage Connection Agreement
GENERATION CONFIRMATION

By signing this Annex to this Agreement, NIE is giving its consent to the operation of the generating unit identified in Part C of this Agreement in parallel with the Distribution System for the purposes of clause B2.1 of the Agreement.

The Connected Party must, in addition to obtaining this consent, also satisfy all other applicable requirements under this Agreement prior to the Connection and Energisation of the generating unit and its operation in parallel with the Distribution System.

Generating Unit Details

Connected Party	
Connected Party Address	
MPRN Number	
Generator Capacity:	
Maximum Export Capacity:	

SIGNED BY: NORTHERN IRELAND ELECTRICITY plc, by its authorised signatory:

Signature

Name

Title

Date

SCHEDULE 1
SITE OWNERSHIP DRAWING

**SCHEDULE 1A
EMBEDDED GENERATION TEST RECORD**

Introduction

The Connected Party must complete the tests as required by section 6.5 of NIE Engineering Recommendation G59/1/NI and complete this Schedule 1A (including obtaining the required signatures in the certification section below) prior to operation of a generating unit in parallel with the Distribution System.

1. OWNERS/COMPANY (CONNECTED PARTY) DETAILS

Name and Address
.....
.....
.....
.....
Telephone Number(s)

2. GENERATING PLANT DETAILS

Location of Generator
.....
.....
Type (synchronous, asynchronous, inverter)

Manufacturer

Rated:

Voltage

Frequency

Capacity (kVA)

Current

Power Factor

3. SUPPLY FROM NORTHERN IRELAND ELECTRICITY plc

Voltage

Service Details

Capacity (kVA)

Max Fault Level

Point of Common Coupling

Protection

.....

**SCHEDULE 1A
EMBEDDED GENERATION CERTIFICATION**

CERTIFICATION

On behalf of the Connected Party I certify that the generating unit described above has been installed and tested and complies with the requirements of NIE Engineering Recommendation G59/1/N1.

Signature

Date

On behalf of NIE I have witnessed the tests/approved the results of the tests conducted in accordance with section 6.5 of NIE Engineering Recommendation G59/1/N1.

Signature

Date

NOTES

The tests required of the Connected Party's generating unit are to safeguard the Distribution System. Completion of the required tests does not mean that the whole or any part of the Connected Party's Installation has been tested, or meets the requirements of the Wiring Regulations, or any statutory requirements.

The over voltage and under voltage protection should be tested using an external variable voltage supply.

Where the frequency of the Connected Party's Plant is dependant on the mains frequency an external variable frequency signal generator, with suitable voltage and current output should be used for the under and over frequency protection tests.

**SCHEDULE 1A
PROTECTION TESTS**

Protection	Manufacturer	Type	Setting		Test Results						Remarks	
					1		2		3			Reset
Overcurrent			Amps	Char	Amps	Sec @10x	Amps	Sec @10x	Amps	Sec @10x	Time	
Earth Fault			Amps	Char	Amps	Sec @10x	Amps	Sec @10x	Amps	Sec @10x		
Over Voltage R-N or R-Y Y-N or Y-B B-N or R-B			Volts %	Sec	Volts %	Sec	Volts %	Sec	Volts %	Sec		
Under Voltage R-N or R-Y Y-N or Y-B B-N or R-B			Volts %	Sec	Volts %	Sec	Volts %	Sec	Volts %	Sec		
Over Frequency			Hz	Sec	Hz	Sec	Hz	Sec	Hz	Sec		
Under Frequency			Hz	Sec	Hz	Sec	Hz	Sec	Hz	Sec		
Loss of Mains Rate of Change of Frequency			Hz/sec	Sec	Hz/sec	Sec	Hz/sec	Sec	Hz/sec	Sec		
Loss of Mains Vector Shift			Degrees	Sec	Degrees	Sec	Degrees	Sec	Degrees	Sec		
Reverse Power			Amps	Sec	Amps	Sec	Amps	Sec	Amps	Sec		
Low Forward Power			Amps	Sec	Amps	Sec	Amps	Sec	Amps	Sec		

Neutral Voltage Displacement			Volts	Sec	Volts	Sec	Volts	Sec	Volts	Sec		
Additional Protection for Synchronous or Similar Plant												

**SCHEDULE 2A
SITE-SPECIFIC CONNECTION CONDITIONS REQUIREMENTS – CONSUMERS**

Connection Conditions reference*	Matter to be specified	Specific requirement
Technical criteria: Plant and Apparatus at the Connection Point		
CC6.2.2	Short circuit rating and insulation level	
CC6.5	Intertripping facilities	Not Applicable unless Otherwise agreed with NIE
CC6.6	Automatic switching equipment for automatic reclosure of NIE circuit breakers	Not Applicable
CC6.8.1	Method of earthing the Distribution System (Connected Party's apparatus must be capable of meeting voltages)	Non-effectively Earthed
CC6.9	Requirement for automatic load shedding devices together with the relevant settings and demand block sizes	Not Applicable
Technical criteria: Communications equipment		
CC8.2.1	Provision of equipment for connections to NIE's corporate telephone network	Not Applicable
CC8.2.2	Connection to NIE's corporate telephone network and provision of circuits required to connect customers to such network	Not Applicable
CC8.4	Provisions of voltage, current, frequency, active and reactive power measurements and status points, alarms and controls at the NIE telemetry outstation interface	Not Applicable

*** References to specific provisions of the Connection Conditions shall be construed as being a reference to the equivalent provision of the Distribution Connection Conditions.**

SCHEDULE 2B
SITE-SPECIFIC CONNECTION CONDITIONS REQUIREMENTS – GENERATORS

Connection Conditions reference	Matter to be specified	Specific requirement
Technical criteria: Plant and Apparatus at the Connection Point		
CC6.2.2	Short circuit rating and insulation level	
CC6.5	Intertripping facilities	
CC6.6	Automatic switching equipment for automatic reclosure of NIE circuit breakers	
CC6.8.1	Method of earthing the Distribution System (Connected Party's apparatus must be capable of meeting voltages)	
CC6.9	Requirement for automatic load shedding devices together with the relevant settings and demand block sizes	
Technical criteria: Generating units		
CC7.2	Any variation on basic requirement for a circuit breaker capable of interrupting the maximum short circuit current at the point of connection and short circuit current design values at the Connection Point	
CC7.3.1	In the case of a non-centrally despatched generating unit, the electrical parameters to be achieved at the Exempt Generator's terminals	
CC7.3.3	Generator and generator transformer impedances	
CC7.4(b)	In relation to a power station containing steam turbine CDGUs, whether it is a black start station	
CC7.5.2	Operation of generating units with fast acting proportional turbine speed governors	
CC7.5.3	Operation of generating units with a continuously acting fast response automatic excitation control system	
CC7.5.4	Tap changing facilities and tapping ranges and step sizes	

CC7.5.5	Fitting of unit load controllers to generating units and settings for frequency trigger and reset point, time delay and droop	
CC7.6.2	Fault clearance times	
CC7.6.4	Protection to be fitted	
Technical criteria: Communications equipment		
CC8.2.1	Provision of equipment for connections to NIE's corporate telephone network	
CC8.2.2	Connection to NIE's corporate telephone network and provision of circuits required to connect customers to such network	
CC8.4	Provisions of voltage, current, frequency, active and reactive power measurements and status points, alarms and controls at the NIE telemetry outstation interface	

* References to specific provisions of the Connection Conditions shall be construed as being a reference to the equivalent provision of the Distribution Connection Conditions.

**SCHEDULE 3
NIE SRG 4
SAFETY RULES GUIDANCE DOCUMENT**