

# **AMENDMENT REPORT**

## **STC Proposed Amendment CA031 Definition of Threshold(s) associated with the Request of a Statement of Works**

*The purpose of this report is to assist the Authority in their decision of whether to implement Amendment Proposal CA031*

Amendment Ref	CA031
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Prepared by	STC Committee

**I DOCUMENT CONTROL****a STC Document Control**

Version	Date	Author	Change Reference
0.1	18/12/08	STC Committee	Draft for STC Committee
0.2	17/02/09	STC Committee	Draft for Industry Consultation
1.0	18/03/09	STC Committee	Formal version for submission to Authority

**b Document Location**

Nation Grid Website:

<http://www.nationalgrid.com/uk/Electricity/Codes/sotocode/>

**c Distribution**

Name	Organisation
The Gas and Electricity Markets Authority	Ofgem
STC Parties	Various
Interested Parties	Various
Core Industry Document Owners	Various
National Grid Industry Information Website	

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## **1.0 SUMMARY AND RECOMMENDATION**

- 1.1 STC Amendment Proposal CA031 proposes to amend Section D Part Four, Section H, Section J and Schedule 13 of the STC. CA031 seeks to provide a definitive clarification in the assessment of whether a Small Embedded Power Station (SEPS) development (or the aggregate effect of multiple projects) has significant impact on the GB transmission system.
- 1.2 CA031 has been raised as a consequence of CUSC Amendment Proposal CAP167 which addresses the problem by developing a Relevant Embedded Small Power Station (RESPS) Methodology which will form a basis for calculating RESPS Thresholds for each Grid Supply Point. NGET shall prepare a draft RESPS Methodology in consultation with owners and operators of Distribution Systems and relevant Transmission Licensees. Following this initial consultation NGET shall publish the RESPS Methodology on the NGET website for a period of 28 days for parties to provide comments to NGET.
- 1.3 As a consequence of CAP167 being approved, the STC will need to be amended to reflect the input required from Transmission Owners in the development stage of the RESPS Methodology.

### **STC Committee Recommendation**

- 1.4 If CAP167 is approved by the Authority, the STC Committee provisionally recommends that Amendment Proposal CA031 to be approved for implementation.
- 1.5 Should the Authority approve CAP167 the Authority would need to approve STC Amendment Proposal CA031 inline with the CAP167 implementation date, it is recommend that the STC be modified 5 days after the Authority decision.

## **2.0 PURPOSE AND SCOPE OF THE REPORT**

- 2.1 This Amendment Report has been prepared and issued by STC Committee under the rules and procedures specified in the System Operator – Transmission Owner Code.
- 2.2 CUSC Amendment Proposal CAP167 – Definition of threshold(s) associated with the request for Statement of Works was raised by National Grid and submitted to the CUSC Amendments Panel for consideration at their meeting on 16 May 2008. This was raised because National Grid does not consider that the Distribution Network Operator has access to the necessary information to accurately assess the impact which a small embedded development, or the aggregate effect of multiple developments, may have on the GB Transmission System.
- 2.3 This Proposed Amendment addresses the issues relating to CAP167 and seeks to align the STC to reflect the necessary changes if CAP167 is approved by the Authority.
- 2.4 A CUSC Working Group was established in June 2008 and concluded in November 2008. The Proposal recommended that a CUSC Working Group undertake the required analysis and decide on an appropriate MW threshold(s), which will provide transparent criteria of whether a DNO is

required to request a Statement of Works from National Grid for small generation projects connecting onto their system.

- 2.5 Further to the submission of Amendment Proposal CA031 (see Annex 1) and the subsequent wider industry consultation that was undertaken by STC Committee, this document is addressed and furnished to the Gas and Electricity Markets Authority (“the Authority”) in order to assist them in their decision whether to implement Amendment Proposal CA031.
- 2.6 This document outlines the nature of the STC changes that are proposed. It incorporates STC’s parties recommendations to the Authority concerning the Amendment.
- 2.7 This Amendment Report has been prepared in accordance with the terms of the STC. An electronic copy can be found on the National Grid website, at <http://www.nationalgrid.com/uk/Electricity/Codes/sotocode/>.

### **3.0 THE PROPOSED AMENDMENT**

- 3.1 If the Authority were to approve CAP167, it is proposed to amend the STC to provide the input required from the Transmission Owners in the development stage of the RESPS Methodology.
- 3.2 The STC already contains an existing process for Statement of Works and CA031 does not propose to amend the existing Statement of Works application and offer process, but to provide a definitive clarification in the assessment of whether a embedded power station development (or the aggregate effect of multiple projects) has significant impact on the GB Transmission System to proceed down the Statements of Works route.

### **4.0 ALTERNATIVE AMENDMENTS**

- 4.1 No Alternative Amendments to CA031 were submitted.

### **5.0 EVALUATION PHASE**

- 5.1 The STC Committee considered that CA031 should be referred directly to the Assessment and Report Phase, and that the Evaluation Phase was not therefore required.

### **6.0 STC PARTIES’ ASSESSMENTS**

- 6.1 This section contains a summary of the views and representations made by STC Parties during the Assessment Phase in respect of the Proposed Amendments, in accordance with Section B, Paragraph 7.2.5.2 of the STC.
- 6.2 National Grid is supportive of Amendment Proposal CA031, and has carried out an Assessment of the Proposed Amendment.
- 6.3 The implementation of CA031 would not have any physical impact on National Grid’s Transmission System or require changes to the IS Systems. No additional works or monies would be required to implement the proposed change.

#### 6.4 **Scottish Hydro-Electric Transmission Limited (SHETL) View**

SHETL is supportive of Amendment Proposal CA031, and have completed an Assessment on the Proposed Amendment.

The implementation of CA031 would not have any physical impact on SHETL Systems(s) or require changes to IS systems. No additional works or monies would be required to implement the proposed change.

#### **SP Transmission Limited (SPT) View**

SPT is supportive of Amendment Proposal CA031, and have completed an Assessment on the Proposed Amendment.

The implementation of CA031 would not have any physical impact on SPT System(s) or require changes to IS systems. No additional works or monies would be required to implement the proposed change.

### **7.0 IMPACT ON THE STC/STCPs**

7.1 It is proposed to amend Section Part Four, Sections H, J and Schedule 13.

7.2 The text required to give effect to the Proposed Amendment is attached in annex 2.

### **8.0 IMPACT ON CORE INDUSTRY DOCUMENTS**

8.1 The Proposed Amendment would have no impact on Core Industry Documents or Industry documentation or require any changes to computer systems established under Core Industry Documents.

### **9.0 STC COMMITTEE VIEWS & RECOMMENDATION**

9.1 The STC Committee believes that amendment of the STC on the basis on CA031 would better facilitate achievement of the applicable STC objectives as detailed below:

(a) as it would enable the efficient discharge by the STC Parties of the obligations imposed upon them by their transmission licences and the Act;

(b) development, maintenance and operation of an efficient, economical and co-ordinated system of electricity transmission;

(c) facilitating effective competition in the generation and supply of electricity, and (so far as consistent therewith) facilitating such competition in the distribution of electricity;

(d) protection of the security and quality of supply and safe operation of the GB transmission system insofar as it relates to interaction between licensees.

9.2. The STC Committee therefore recommends that the Authority should approve Amendment Proposal CA031 for implementation.

- 9.3 The STC Committee believes that CA031 has a cost neutral environmental impact as it is purely an administrative process that is being proposed.

## **10.0 IMPLEMENTATION AND TIMESCALES**

- 10.1 It is proposed to amend Section D Part Four to be amended to provide for the input required from Transmission Owners in the development stage of the RESPS methodology and renumbering of subsequent paragraphs within this section.
- 10.2 It is proposed to re number reference made to Section D Part Four in relation to Statement of Works.
- 10.3 It is proposed to amend Section J to include new definitions within this section.
- 10.4 It is proposed to amend Schedule 13 by re numbering the reference made to Section D Part Four in relation to Statement of Works.
- 10.5 Should the Authority approve Amendment Proposal CA031, it is recommended that the STC be modified 5 days after the Authority decision.

## **11.0 VIEWS AND REPRESENTATIONS**

- 11.1 Views were invited from Industry parties upon the Proposed Amendment outlined in this Amendment Report.
- 11.2 The STC Committee did not receive any responses following the publication of the Proposed Amendment Report (version 1.0 of this document)

## Annex 1 - Amendment Proposal Form

# STC Amendment Proposal Form

CA031

## **1. Title of Amendment Proposal**

Definition of threshold(s) associated with the Request for a Statement Works.

## **2. Description of the Proposed Amendment** *(mandatory field)*

This amendment proposes to amend Section D, Part 4 - Statement of Works, Section J – Definitions, Section H Disputes and Schedule 13 of the STC. These changes are a result of CUSC Amendment Proposal CAP167 which is currently at Working Group Consultation phase. CAP167 is intended to provide a definitive clarification in the assessment of whether a small embedded power station development (or the aggregate effect of multiple projects) has significant impact on the GB transmission system. The STC would need to be amended inline with CAP167 implementation date.

## **3. Description of Issue or Defect that Proposed Amendment seeks to Address** *(mandatory field)*

Currently Section 6.5 of the CUSC obliges a User who owns or operates a Distribution System that has received a connection request, to submit to National Grid a request for a Statement of Works in respect of proposed embedded medium sized generators (<100MW and =>50MW NGET) and proposed embedded small generators (<50MW NGET, <30MW SPT, <10MW SHETL). However, a request for a Statement of Works from National Grid from the relevant DNO, is required only where that User believes that the proposed small power station connection has a significant impact on the GB transmission system.

National Grid does not consider that the User has access to the necessary information to accurately assess the impact which a small embedded development, or the aggregate effect of multiple developments, may have on the GB transmission system. In practice, due to the varying interpretations of the wide range of issues which need to be considered by the User, in certain circumstances it has not always been possible for National Grid and the User to agree when the development of a small embedded generator (or multiple generators) has a significant impact on the GB transmission system. This has created difficulties in transmission investment planning, accurate forecasting of demand levels and operational outage and fault level planning.

CAP167 will address this problem by developing a Relevant Embedded Small Power Station (RESPS) methodology which will form a basis for calculating RESPS Thresholds for each Grid Supply Point. This is intended to be in consultation with the Users and Transmission Owners and will be based as ongoing publication which be available on the National Grid website.

As a consequence of CAP167 being approved, the STC will need to be amended to provide for the input required from Transmission Owners in the development stage of the RESPS methodology.

## **4. Impact on the STC** *(information should be given where possible)*

- Amendments to Section D, Part 4
- Amendments to Section H and J
- Amendments to Schedule 13

## **5. Impact on other frameworks e.g. CUSC, BSC** *(information should be given where possible)*

- None

## **6. Impact on Core Industry Documentation** *(information should be given where possible)*

- None

## **7. Impact on Computer Systems and Processes used by STC Parties** *(information should be given where possible)*

- None

## **8. Details of any Related Modifications to Other Industry Codes** *(where known)*

- None

**9. Justification for Proposed Amendment with Reference to Applicable STC Objectives***(mandatory field)*

Amending the STC in this manner would mean that the following objectives are better facilitated:

- (a) efficient discharge of the obligations imposed upon transmission licencees by transmission licencees and the Act;
- (b) development, maintenance and operation of an efficient, economical coordinated system of electricity transmission; and
- (e) promotion of good industry practice and efficiency in the implantation and administration of the arrangements described in the STC.

<b>Details of Proposer</b> Organisation's Name	National Grid Electricity Transmission plc
<b>Capacity in which the Amendment is being proposed</b> (i.e. STC Party or other Party as designated by the Authority pursuant to STC section B7.2.2.1 (b))	STC Party
<b>Details of Proposer's Representative</b> Name Organisation Telephone Number Email Address	Bali Virk National Grid Electricity 01926 656023 <a href="mailto:Bali.Virk@uk.ngrid.com">Bali.Virk@uk.ngrid.com</a>
<b>Details of Representative's Alternate</b> Name Organisation Telephone Number Email Address	John Zammit-Haber National Grid Electricity Transmission plc 01926 655389 <a href="mailto:John.Zammit-Haber@uk.ngrid.com">John.Zammit-Haber@uk.ngrid.com</a>
<b>Attachments (Yes/No): Yes</b>	

**Notes:**

1. Those wishing to propose an Amendment to the STC should do so by filling in this "Amendment Proposal Form" that is based on the provisions contained in Section 7.2 of the STC.
2. The Committee Secretary will check that the form has been completed, in accordance with the requirements of the STC, prior to submitting it to the Committee. If the Committee Secretary accepts the Amendment Proposal form as complete, then she/he will write back to the Proposer informing them of the reference number for the Amendment Proposal and the date on which the Committee will consider the Proposal. If, in the opinion of the Committee Secretary, the form fails to provide the information required in the STC, then he/she may reject the Proposal. The Committee Secretary will inform the Proposer of the rejection and report the matter to the Committee at their next meeting. The Committee can reverse the Committee Secretary's decision and if this happens the Committee Secretary will inform the Proposer.

The completed form should be returned to:

Bali Virk  
STC Committee Secretary  
Regulatory Frameworks  
National Grid Company plc  
National Grid House  
Warwick Technology Park  
Gallows Hill  
Warwick, CV34 6DA

Or via e-mail to: [STCTeam@uk.ngrid.com](mailto:STCTeam@uk.ngrid.com)

## **Annex 2 – Proposed Text to modify STC**

### **Part A - Text to give effect to the Proposed Amendment**

## SECTION D: PLANNING CO-ORDINATION

### PART ONE: TRANSMISSION PLANNING

#### 1. INTRODUCTION

1.1 This Section D, Part One deals with the planning and development of Transmission Owners' Transmission Systems and relevant parts of the GB Transmission System on a co-ordinated basis, and sets out:

- 1.1.1 the process for Transmission Owners to develop and implement Transmission Investment Plans in respect of their Transmission Systems and NGET to develop and implement NGET Investment Plans;
- 1.1.2 the general principles for identifying the Default Planning Boundary at Connection Sites for the purpose of planning and development; and
- 1.1.3 provision for the Parties to co-operate in relation to the preparation by NGET of the Seven Year Statement.

#### 2. TRANSMISSION PLANNING

##### 2.1 Transmission Investment Plans and NGET Investment Plans

2.1.1 In accordance with the provisions of this Section D, Part One, each Transmission Owner shall develop and maintain a separate Transmission Investment Plan in respect of the current and each of the following six Financial Years.

2.1.2 Each Transmission Owner shall update each Transmission Investment Plan from time to time to reflect the best and most current information available to it and so that each contains, to the extent and in such detail as is reasonably practicable and appropriate at the time, for the relevant Financial Year:

2.1.2.1 a description of any proposed Change(s) to its Transmission System;

2.1.2.2 a description of any proposed variation(s) in the Transmission Services to be provided to NGET under Section C, Part One, paragraph 2.1 and including (where appropriate) any new or revised Normal Capability Levels that will apply;

2.1.2.3 an indication of the works required to give effect to the proposed Changes under sub-paragraph 2.1.2.1 above (here referred to as the "**Planned Works**") and the likely material effect of such Planned Works on Users;

2.1.2.4 an indication of any works which a User may have to carry out as a result of any proposed Change to a Connection Site;

- 2.1.2.5 an indication of any Outages (in reasonable but not excessive detail) likely to be required to give effect to the Planned Works;
  - 2.1.2.6 a description of any technical or operational assumptions which the Transmission Owner has, in planning and developing its Transmission System, assumed would apply to Plant or Apparatus of another Party or User Equipment at a Connection Site; and
  - 2.1.2.7 any other relevant information which the Transmission Owner considers may materially affect a Transmission Investment Plan of another Party or an NGET Investment Plan.
- 2.1.3 Each Transmission Owner shall ensure that, to the extent that it is reasonable and appropriate to do so:
- 2.1.3.1 NGET is provided with the most up-to-date version of its Transmission Owner's Transmission Investment Plans; and
  - 2.1.3.2 such Transmission Owner provides such parts of the up-to-date versions of its Transmission Investment Plans to each other Transmission Owner as may have a material effect upon that other Transmission Owner's Transmission Investment Plans,
- and in each case shall clearly identify those changes made to each Transmission Investment Plan since the last version provided to the relevant Party.
- 2.1.4 In accordance with the provisions of this Section D, Part One, NGET shall develop and maintain a separate plan, in respect of the current and each of the following six Financial Years, for those proposed Changes to its Transmission System which are likely to have a material effect upon any Transmission Owner's Transmission Investment Plan (referred to as "**NGET Investment Plan**").
- 2.1.5 NGET shall update each NGET Investment Plan from time to time to reflect the best and most current information available to it and so that each contains, to the extent and in such detail as is reasonably practicable and appropriate at the time, for the relevant Financial Year, the same matters in relation to NGET as are required to be set out in relation to Transmission Owners in their Transmission Investment Plans under sub-paragraph 2.1.2.
- 2.1.6 NGET shall ensure that, to the extent that it is reasonable and appropriate to do so, each Transmission Owner is provided with such parts of its up-to-date NGET Investment Plans as may have a material effect upon that Transmission Owner's Transmission Investment Plans and shall clearly identify those changes made to each NGET Investment Plan since the last version provided to such Transmission Owner.

## 2.2 Transmission System Technical Criteria and Planning Assumptions

- 2.2.1 NGET shall prepare and update Planning Assumptions from time to time and shall promptly provide such new or updated Planning Assumptions to Transmission Owners to be used by them in planning and developing their Transmission Systems.
- 2.2.2 A Transmission Owner may at any time submit a request to NGET for a change to Planning Assumptions it has received pursuant to sub-paragraph 2.2.1, provided that such request shall contain a description (in reasonable but not excessive detail) of the reason(s) for the request.
- 2.2.3 If NGET receives a request for a change to Planning Assumptions pursuant to sub-paragraph 2.2.2 it shall, as soon as reasonably practicable:
  - 2.2.3.1 notify the Transmission Owner submitting the request and any other Transmission Owner, which is likely to be materially affected by the requested change, whether or not and, where relevant, how NGET intends to accommodate such request; and
  - 2.2.3.2 where relevant, change and re-issue such Planning Assumptions (and any related Planning Assumptions) accordingly.
- 2.2.4 A Transmission Owner may refer to the Authority as a Dispute in accordance with Section H, paragraph 4.1:
  - 2.2.4.1 any notice received from NGET under 2.2.3.1; or
  - 2.2.4.2 any failure by NGET to respond to a request submitted under sub-paragraph 2.2.2 within a reasonable period of time, taking into account the nature, complexity and urgency of the request.
- 2.2.5 Notwithstanding any request submitted by a Transmission Owner pursuant to sub-paragraph 2.2.2 above, each Transmission Owner shall continue to take into account the Planning Assumptions provided by NGET, for the purposes of sub-paragraph 2.2.7 of this Section D, Part One, subject to any subsequent changes made to such Planning Assumptions by NGET under sub-paragraph 2.2.3 or any determination of a Dispute referred to the Authority pursuant to sub-paragraph 2.2.4.
- 2.2.6 Without limitation to Section C, Part One, paragraph 2.2, in planning and developing its Transmission System, each Transmission Owner shall ensure that its Transmission System complies with:
  - 2.2.6.1 the minimum technical, design and operational criteria and performance requirements set out or referred to in Connection Conditions 6.1, 6.2, 6.3 and 6.4 and in Planning Code 6.2; or

2.2.6.2 such other technical criteria or requirements as apply to any relevant part of its Transmission System by virtue of a current Transmission Derogation.

2.2.7 Each Transmission Owner shall plan and develop its Transmission System taking into account the Planning Assumptions provided to it by NGET and any other information provided to it under this Code and on the basis that User Plant and Apparatus complies with:

2.2.7.1 the minimum technical design and operational criteria and performance requirements set out in Connection Conditions 6.1, 6.2, 6.3 and 6.4; or

2.2.7.2 such other criteria or requirements as NGET may from time to time notify the Transmission Owner are applicable to specified User Plant and Apparatus pursuant to sub-paragraph 2.2.8; and

2.2.7.3 in relation to each Connection Site, such technical design and operational criteria as are set out in the Connection Site Specification,

and, unless otherwise advised by the relevant Party, that each other Party complies with the provisions of this Code and any applicable Licence Standards in planning or developing any other part of the GB Transmission System.

2.2.8 NGET shall notify each Transmission Owner whose Transmission System is likely to be materially affected by the design or operation of a User's Plant and Apparatus where NGET:

2.2.8.1 becomes aware that such User has or is likely to apply for a User Derogation;

2.2.8.2 is itself applying for a derogation under the GB Grid Code in relation to the Connection Site on which such User's Plant and Apparatus is located or to which it otherwise relates; or

2.2.8.3 is otherwise notified by such User that specified Plant or Apparatus is normally capable of operating at levels better than those set out in Connection Conditions 6.1, 6.2, 6.3 and 6.4.

2.2.9 Each Transmission Owner shall promptly notify NGET if such Transmission Owner becomes aware that a User's Plant or Apparatus has failed, or is likely to fail, otherwise than in accordance with a User Derogation, to comply with the technical design and operational criteria or performance requirements applying pursuant to sub-paragraph 2.2.7.

## 2.3 **Co-ordination of Transmission Investment Planning**

2.3.1 The Parties shall:

2.3.1.1 co-operate and assist each other in the development and implementation of co-ordinated Transmission Investment Plans and NGET Investment Plans;

2.3.1.2 meet from time to time (including by telephone if the Parties so agree) to agree arrangements to facilitate such development and implementation; and

2.3.1.3 plan and develop their Transmission Systems taking into account, to the extent that it is reasonable and practicable to do so, the activities and reasonable requests of each other Party relating to the planning and development of such other Party's Transmission System.

2.3.2. Without limitation to sub-paragraph 2.3.1, each Transmission Owner shall include in its Transmission Investment Plans and NGET shall include in its NGET Investment Plans such information directly related to the matters set out in sub-paragraphs 2.1.2.1 to 2.1.2.6 or the current or future characteristics of the Transmission Owner's Transmission System or, in the case of NGET, the GB Transmission System, as:

2.3.2.1 NGET reasonably requests; or

2.3.2.2 a Transmission Owner reasonably requests (to the extent that the information requested may have a material effect upon the requesting Transmission Owner's Transmission Investment Plan(s)).

## 2.4 **Changes to Transmission Investment Plans and NGET Investment Plans**

2.4.1 For the avoidance of doubt, a Transmission Owner may change any part of its Transmission Investment Plan(s) and NGET may change any part of its NGET Investment Plan(s) at any time, provided that the Party making such change provides an updated version of its Transmission Investment Plan or NGET Investment Plan (as appropriate) to other relevant Parties in accordance with sub-paragraphs 2.1.3 or 2.1.6.

2.4.2 A Party may at any time submit to another Party a request ("**Planning Request**") for a change to such parts as it has been provided with pursuant to sub-paragraphs 2.1.3 or 2.1.6 of, in the case where such other Party is a Transmission Owner, that other Party's Transmission Investment Plan(s) or, in the case where such other Party is NGET, the NGET Investment Plan(s), provided that each Planning Request shall:

2.4.2.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the Planning Request; and

2.4.2.2 be submitted as soon as reasonably practicable after the Party submitting the Planning Request becomes aware of the need for such change.

- 2.4.3 A Party which receives a Planning Request under sub-paragraph 2.4.2 shall notify the Party which submitted such Planning Request whether or not and, where relevant, how it intends to accommodate the Planning Request and shall, as soon as reasonably practicable, update its Transmission Investment Plan(s) or, in the case of NGET, its NGET Investment Plan(s), accordingly.
- 2.4.4 A Party may refer to the Authority as a Dispute in accordance with Section H, paragraph 4.1:
- 2.4.4.1 any notice issued under sub-paragraph 2.4.3 in response to a Planning Request; or
- 2.4.4.2 any failure by a Party to respond to a Planning Request within a reasonable period of time, taking into account the nature, complexity and urgency of the Planning Request.
- 2.4.5 Each Transmission Investment Plan or NGET Investment Plan shall be developed and implemented as proposed by the Party required to develop and maintain it under this Section D, Part One, subject to the subsequent determination of any Dispute referred to the Authority pursuant to sub-paragraph 2.4.4.

**2.5 Arrangements with Users concerning Modifications (including Replacement of Assets)**

- 2.5.1 NGET shall identify those Planned Works of each Transmission Owner which will require arrangements to be made between NGET and Users in relation to a Modification (including, for the avoidance of doubt, any Replacement of Assets) and, taking into account the point in time at which NGET was first made aware of Planned Works, shall:
- 2.5.1.1 take all reasonably practicable steps to make such arrangements within the time required to enable such Transmission Owner to undertake the Planned Works in accordance with its Transmission Investment Plan; and
- 2.5.1.2 promptly notify such Transmission Owner of any such Modification and keep it informed of NGET's progress in making such arrangements (including, without limitation, notifying it of any determination by the Authority in relation to a dispute between NGET and a User which is relevant to such Planned Works).
- 2.5.2 Subject to sub-paragraph 2.5.5, where NGET identifies that Planned Works proposed by a Transmission Owner constitute a Modification and require arrangements to be made with a User, such Transmission Owner shall not undertake such Modification otherwise than in accordance with the provisions of this Section D, Part Two and any relevant TO Construction Agreement.

- 2.5.3 Each Transmission Owner shall comply with any reasonable request from NGET for such assistance or further information as NGET requires in connection with identifying or making arrangements with Users pursuant to 2.5.1.
- 2.5.4 For the avoidance of doubt, and subject to sub-paragraph 2.5.5, a Transmission Owner shall not undertake any Modification unless and until NGET has notified such Transmission Owner that NGET has either agreed such Modification with the affected User or that any dispute between NGET and the User in relation to such Modification has been determined by the Authority pursuant to the CUSC.
- 2.5.5 Each Transmission Owner shall take all reasonable steps to avoid exercising its rights pursuant to this sub-paragraph 2.5.5 but, in the event that it has reasonable grounds to believe, given its Transmission Licence and statutory duties, that a Transmission Connection Asset should be replaced prior to notice being received pursuant to sub-paragraph 2.5.4, the Transmission Owner shall consult with NGET as far as reasonably practicable but shall be entitled to replace such Transmission Connection Asset.

## 2.6 **Connection Site Specification**

- 2.6.1 Each Transmission Owner shall have and maintain, at all times, a specification ("**Connection Site Specification**") which sets out the following information in relation to each Connection Site located on its Transmission System:
  - 2.6.1.1 a description of the Transmission Connection Assets at the Connection Site and a clear identification of the boundary between Transmission Connection Assets and User Equipment;
  - 2.6.1.2 any information reasonably requested by NGET in order to enable NGET to settle or amend its bilateral agreement with such User in respect of the Connection Site;
  - 2.6.1.3 a description of the technical design and operational criteria which the Transmission Owner, in planning and developing its Transmission System, had assumed would apply to User Equipment at the Connection Site or to User Equipment of Embedded Users;
- 2.6.2 Each Transmission Owner shall submit to NGET a **Connection Site Specification** as described in Section D, Part One, sub-paragraph 2.6.1 as and when any information contained in such a **Connection Site Specification** is amended.

2.6.3 A dispute in relation to any change made to the Connection Site Specification by a Transmission Owner, or the reasonableness of a request for information made by NGET pursuant to sub-paragraph 2.6.1.2, may be referred as a Dispute to the Authority pursuant to Section H, paragraph 4.1.

2.6.4 Each Connection Site Specification shall be as proposed by the relevant Transmission Owner, subject to the subsequent determination of any Dispute referred to the Authority pursuant to sub-paragraph 2.6.3.

## 2.7 **Transmission Owner Derogated Plant**

2.7.1 A Transmission Owner shall, where requested by NGET, use all reasonable endeavours to carry out such Planned Works as are necessary to ensure that each item of Derogated Plant owned or operated by such Transmission Owner is brought up to the Required Standard applicable to it no later than the Back Stop Date applicable to it.

## 2.8 **Implementation**

2.8.1 Each Transmission Owner shall give effect to its Transmission Investment Plans and NGET shall give effect to its NGET Investment Plans.

2.8.2 Where a Transmission Owner develops its Transmission System as a consequence of giving effect to its Transmission Investment Plan pursuant to sub-paragraph 2.8.1, it shall promptly update its:

2.8.2.1 Services Capability Specification to reflect each variation to the Transmission Services it provides under Section C, Part One (including by inserting or amending any applicable Normal Capability Limits); and

2.8.2.2 Connection Site Specification to reflect any changes to the Transmission Connection Assets or User Equipment at a Connection Site located on such Transmission Owner's Transmission System.

2.8.3 Without limitation to sub-paragraph 2.3.1, the Parties shall give effect to their Transmission Investment Plans or, in the case of NGET, its NGET Investment Plans, in a co-ordinated manner and taking into account, to the extent that it is reasonable and practicable for each Party to do so, the activities and requirements of each of the other Parties including, where reasonably requested to do so by another Party, by:

2.8.3.1 undertaking any incidental activities or works which that other Party reasonably identifies are required to facilitate the development of such other Party's Transmission System pursuant to sub-paragraph 2.8.1; and

2.8.3.2 giving advice or assistance in order to enable that other Party to obtain such Consents as that Party may require.

### 3. DEFAULT PLANNING BOUNDARY

3.1 For the purposes of planning and developing Construction Projects in accordance with Section D, Part Two and subject to any contrary agreement between the relevant Transmission Owner and NGET (which agreement shall include, for these purposes, the Connection Site Specification and any TO Construction Agreements), the Default Planning Boundary shall be at the electrical boundary, such boundary to be determined in accordance with the following principles:

3.1.1 in relation to Plant and Apparatus located between the Transmission System and a Power Station, the electrical boundary is at the busbar clamp on the busbar side of the busbar isolators on Generators and Power Station transformer circuits;

3.1.2 save as specified in sub-paragraph 3.1.3 below, in relation to Plant and Apparatus located between the Transmission System and a Distribution System, the electrical boundary is at the busbar clamp on the busbar side of the Distribution System voltage busbar selector isolator(s) of the Transmission System circuit or if a conventional busbar does not exist, an equivalent isolator. If no isolator exists an agreed bolted connection at or adjacent to the tee point shall be deemed to be an isolator for these purposes;

3.1.3 in relation to Plant and Apparatus located between the Transmission System and a Distribution System and forming a part of the Transmission System but designed for a voltage of 132kV or below in England and Wales, and below 132kV in Scotland, the electrical boundary is at the busbar clamp on the busbar side of the busbar selector isolator on the Distribution System circuit or, if a conventional busbar does not exist, an equivalent isolator. If no isolator exists, an agreed bolted connection at or adjacent to the tee point shall be deemed to be an isolator for these purposes;

3.1.4 in relation to Plant and Apparatus located between the Transmission System and the system of a Non-Embedded Customer, the electrical boundary is at the clamp on the circuit breaker side of the cable disconnections at the Non-Embedded Customer's sub-station; and

3.1.5 in the case of a metal clad switchgear bay the electrical boundary will be the equivalent of those specified in this paragraph 3.1 save that:

3.1.5.1 for rack out switchgear, the electrical boundary will be at the busbar shutters;

3.1.5.2 for SF6 switchgear, the electrical boundary will be at the gas zone separators on the busbar side of the busbar selection devices.

3.1.6 in relation to Plant and Apparatus located between the GB Transmission System and an Interconnector at the busbar clamp on the busbar side of the busbar isolators in the Interconnector transformer circuits at a Connection Site.

- 3.2 If, in accordance with a request received from a User, NGET wants to use, at a Connection Site, transformers of specialised design for unusual load characteristics at the electrical boundary, these shall form part of the relevant Transmission Owner's Transmission System but NGET shall pay the Transmission Owner for the proper and reasonable additional cost thereof as identified by the Transmission Owner in the TO Connection Offer covering such transformers. In this paragraph 3.2 "unusual load characteristics" means loads which have characteristics which are significantly different from those of the normal range of domestic, commercial and industrial loads (including loads which vary considerably in duration or magnitude).
- 3.3 For the avoidance of doubt nothing in this paragraph 3 shall effect any transfer of ownership in any Plant and Apparatus.

#### 4. SEVEN YEAR STATEMENT

##### 4.1 Preparation of Seven Year Statement

- 4.1.1 NGET shall, prior to seeking the approval of the Authority for a form of seven year statement pursuant to Standard Condition C11 of its Transmission Licence ("**Seven Year Statement**"), consult with each Transmission Owner and take into account any concerns that a Transmission Owner may have regarding changes to the costs it would incur by complying with its obligations under sub-paragraph 4.1.2 as a consequence of any proposed change in the form of Seven Year Statement.
- 4.1.2 NGET shall agree with each Transmission Owner a programme of activities required to be undertaken by that Transmission Owner in order to support NGET in NGET's preparation of each Seven Year Statement ("**SYS Programme**") and that Transmission Owner shall carry out such activities as are specified in the SYS Programme. Any failure to agree a SYS Programme may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.
- 4.1.3 In the event that NGET and a Transmission Owner fail to agree a SYS Programme, or any part thereof, then, subject to the determination of any Dispute referred to the Authority pursuant to sub-paragraph 4.1.2, the Transmission Owner shall carry out such SYS Programme as NGET may specify.
- 4.1.4 NGET shall provide to each Transmission Owner those parts of the initial draft text of each Seven Year Statement as are of relevance to it and shall liaise with each of them in order to agree any amendments to the initial draft text of the Seven Year Statement requested by a Transmission Owner. Any failure to agree such amendments may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.
- 4.1.5 In the event that NGET and a Transmission Owner fail to agree any amendments to the initial draft text of the Seven Year Statement then, subject to the determination of any Dispute referred to the Authority pursuant to sub-paragraph 4.1.4, NGET's proposals in respect of such amendments shall prevail.

- 4.1.6 For the avoidance of doubt, nothing in this paragraph 4.1 shall preclude the Parties from progressing activities pursuant to sub-paragraphs 4.1.1, 4.1.2 and 4.1.4 at the same time.

## **PART TWO: CONSTRUCTION**

### **1. INTRODUCTION**

- 1.1 This Section D, Part Two, deals with arrangements between NGET and Transmission Owners in relation to Construction Projects on or which otherwise materially affect such Transmission Owners' Transmission Systems and the disconnection of Users connected to Transmission Owners' Transmission Systems. This Part Two includes paragraphs relating to:

- 1.1.1 the process by which NGET and each Transmission Owner enter into a bilateral TO Construction Agreement for the construction of a New Connection or Modification or System Construction;
- 1.1.2 Communications Plant requirements at Connection Sites; and
- 1.1.3 provision for the permanent disconnection of User Equipment connected to a Transmission Owner's Transmission Systems.

### **2. NGET CONSTRUCTION APPLICATIONS**

- 2.1 In this Code:
- 2.1.1 "**Construction Project**" refers (as appropriate) to a New Connection, Modification or a System Construction; and
- 2.1.2 "**NGET Construction Application**" refers to an application submitted by NGET to a Transmission Owner in relation to a Construction Project, and which is (as appropriate) a:
- 2.1.2.1 NGET Connection Application;
- 2.1.2.2 NGET Modification Application; or
- 2.1.2.3 System Construction Application.
- 2.2 If NGET considers it may be necessary for a Construction Project to be undertaken, it shall submit a NGET Construction Application in accordance with paragraph 2.3 to:
- 2.2.1 the Transmission Owner, if any, whose Transmission System is located at the Relevant Connection Site;
- 2.2.2 any Transmission Owner in relation to whose Transmission System the Relevant Connection Site satisfies the criteria set out in Schedule Four; and

2.2.3 any Transmission Owner which does not receive a NGET Construction Application pursuant to sub-paragraphs 2.2.1 or 2.2.2, but which:

2.2.3.1 otherwise receives Construction Planning Assumptions pursuant to paragraph 3.2 in relation to the Relevant Connection Site; or

2.2.3.2 NGET otherwise identifies is likely to be required to enter into a TO Construction Agreement in respect of the Construction Project,

(NGET and each Transmission Owner which receives a NGET Construction Application shall be referred to in this Section as a "**Construction Party**").

2.3 NGET shall submit a NGET Construction Application:

2.3.1 pursuant to sub-paragraphs 2.2.1 and 2.2.2, as soon as reasonably practicable, and in any event within three Business Days of the User Application Date in relation to such Relevant Connection Site; and

2.3.2 pursuant to sub-paragraph 2.2.3, at the same time as Construction Planning Assumptions are submitted to a Transmission Owner under paragraph 3.2 or, where applicable, at the same time as NGET gives a Transmission Owner notice under paragraph 3.3.

2.4 For the purposes of this Section D, Part Two, a NGET Construction Application shall be deemed to be effective if it is complete and clear in all material respects.

2.5 If a Transmission Owner reasonably considers that a NGET Construction Application is not effective it shall, as soon as reasonably practicable and in any event within five Business Days of receipt of the NGET Construction Application, notify NGET of:

2.5.1 the detailed reasons why it considers the NGET Construction Application is incomplete or unclear in a material respect; and

2.5.2 the amendments (including clarifications, additional information, data or other material) it considers are required to make the NGET Construction Application effective,

and shall otherwise use its best endeavours to liaise with and assist NGET (and, where reasonably requested by NGET, any relevant third parties) so that the NGET Construction Application is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a NGET Construction Application may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.

2.6 Each Transmission Owner shall charge NGET and NGET shall pay Engineering Charges in relation to a NGET Construction Application in accordance with Schedule Ten.

2.7 NGET shall immediately notify each other Construction Party following:

2.7.1 any change in the NGET Construction Application or associated information provided to such Construction Party; or

2.7.2 the withdrawal of the relevant User Application by a User, in which case such notice shall also constitute notice of withdrawal by NGET of any relevant NGET Construction Application.

**3. PROVISION OF CONSTRUCTION PLANNING ASSUMPTIONS FOLLOWING A NGET CONSTRUCTION APPLICATION**

3.1 NGET shall prepare and update **Construction Planning Assumptions** from time to time and shall promptly provide such new or updated Construction Planning Assumptions to Transmission Owners to assist in the preparation of TO Construction Offers. Such Construction Planning Assumptions shall only be used by each Transmission Owner in preparation of TO Construction Offers.

3.2 If NGET generates an updated set of Construction Planning Assumptions pursuant to paragraph 3.1, it shall :

3.2.1 immediately provide to each Transmission Owner such parts of the set of Construction Planning Assumptions as NGET reasonably determines are likely to materially affect such Transmission Owner's Transmission System; and

3.2.2 at the same time as Construction Planning Assumptions are provided to any Transmission Owner(s) pursuant to sub-paragraph 3.2.1, either:

3.2.2.1 identify the NGET Construction Application already submitted to such Transmission Owner under sub-paragraphs 2.2.1 or 2.2.2 to which the Construction Planning Assumptions relate; or

3.2.2.2 submit a new NGET Construction Application to such Transmission Owner pursuant to sub-paragraph 2.2.3.

3.3 NGET shall notify each Transmission Owner which receives an NGET Construction Application as soon as reasonably practicable and, in any event, within two Business Days of the User Application Date, if it does not intend to generate a set of Construction Planning Assumptions in respect of the relevant Construction Project. In such circumstances NGET shall specify the relevant Construction Planning Assumptions which it has previously provided to the relevant Transmission Owner and the data of such provisions which shall be deemed to be the Construction Planning Assumptions for the purposes of such Construction Project.

3.4 NGET may, in its discretion, change a set of Construction Planning Assumptions (including any deemed Construction Planning Assumptions under paragraph 3.3) by giving notice to the relevant Transmission Owner(s), at any time up to the later of the time at which the TO Construction Offer to which such Construction Planning Assumptions apply:

3.4.1 is accepted by NGET pursuant to paragraph 5.3; or

3.4.2 no longer remains open for acceptance pursuant to paragraph 5.1.

- 3.5 A Transmission Owner may submit a request to NGET for a change to Construction Planning Assumptions it has received pursuant to paragraphs 3.2 or 3.4 or which have been deemed pursuant to paragraph 3.3, provided that such request shall contain a description (in reasonable but not excessive detail) of the reason(s) for the request.
- 3.6 If NGET receives a request for a change to Construction Planning Assumptions pursuant to paragraph 3.5 it shall, as soon as reasonably practicable:
- 3.6.1 notify the Transmission Owner submitting the request and any other Transmission Owner, which is likely to be materially affected by the requested change, whether or not and, where relevant, how NGET intends to accommodate such request; and
- 3.6.2 where relevant, change and re-issue such Construction Planning Assumptions accordingly.
- 3.7 A Transmission Owner may refer to the Authority as a Dispute in accordance with Section H, paragraph 4.1:
- 3.7.1 any notice received from NGET under 3.6.1; or
- 3.7.2 any failure by NGET to respond to a request made by such Transmission Owner under paragraph 3.5 within a reasonable period of time, taking into account the nature, complexity and urgency of the request.
- 3.8 Notwithstanding any request submitted by a Transmission Owner pursuant to paragraph 3.5 above, each Transmission Owner shall continue to take into account the Construction Planning Assumptions provided by NGET pursuant to sub-paragraph 2.2.3 (or deemed pursuant to paragraph 3.3), for the purposes of paragraph 4.3 of this Section D, Part Two, subject to any subsequent changes made to such Construction Planning Assumptions by NGET under paragraphs 3.4 or 3.6 or any determination of a Dispute referred to the Authority pursuant to paragraph 3.7.
- 3.9 For the avoidance of doubt, any change made to Construction Planning Assumptions pursuant to paragraphs 3.4 or 3.6 shall change the existing set of Construction Planning Assumptions and shall not constitute a separate set of Construction Planning Assumptions.
- 3.10 NGET shall act in accordance with Good Industry Practice in deciding whether to generate any set of Construction Planning Assumptions and, where relevant, in generating or modifying such Construction Planning Assumptions pursuant to this paragraph 3.

#### **4. TO CONSTRUCTION OFFERS**

- 4.1 Each Transmission Owner which receives a NGET Construction Application shall notify NGET whether such Transmission Owner intends to submit a TO Construction Offer in respect of the relevant Construction Project including, without limitation, where the Transmission Owner is not submitting a TO Construction Offer because it is not obliged

to do so under Standard Condition D4A of the Act. A Transmission Owner shall give such notice as soon as reasonably practicable but, in any event, on or before the later of:

- 4.1.1 twenty-five calendar days less one Business Day after the NGET Application Date; and
  - 4.1.2 twenty-three calendar days less one Business Day after the Construction Assumptions Date.
- 4.2 Where a Transmission Owner does not require Transmission Construction Works to be undertaken in respect of a Construction Project or where it otherwise notifies NGET under paragraph 4.1 that it will not be submitting a TO Construction Offer, it shall
- 4.2.1 at the same time as it provides notice pursuant to paragraph 4.1, also notify NGET of any technical design or operational criteria which the Transmission Owner intends, in planning and developing its Transmission System, to assume will apply to User Equipment at the Relevant Connection Site; and
  - 4.2.2 otherwise not (subject to any contrary determination of a Dispute referred to the Authority under paragraph 4.3) submit a TO Construction Offer to NGET in relation to such Construction Project.
- 4.3 NGET may refer as a Dispute to the Authority in accordance with Section H, paragraph 4.1, any notice it receives:
- 4.3.1 under paragraph 4.1 that a Transmission Owner does not intend to submit a TO Construction Offer in relation to a Construction Project; or
  - 4.3.2 under sub-paragraph 4.2.1 of any assumptions which a Transmission Owner intends to make in relation to User Equipment at a Relevant Connection Site.
- 4.4 A Transmission Owner shall prepare each TO Construction Offer so that, if the Construction Project to which it relates is constructed, such Transmission Owner would continue to comply with the obligations in respect of the planning and development of its Transmission System set out in Part One, paragraph 2.2 of this Section D by giving effect to such TO Construction Offer, except that:
- 4.4.1 for the purpose of Part One, paragraph 2.2, such Transmission Owner shall take into account Construction Planning Assumptions provided to it under paragraph 3 (as modified or updated pursuant to paragraphs 3.4 or 3.6) in respect of the Construction Project in the place of any other Planning Assumptions; and
  - 4.4.2 the technical design and operational criteria for the Relevant Connection Site shall be as set out in the NGET Construction Application together with any site-specific information set out in the TO Construction Offer.
- 4.5 A TO Construction Offer may, where it is necessary for the relevant Transmission Owner to carry out additional extensive system studies to evaluate more fully the impact of a proposed Construction Project, indicate the areas that require more detailed analysis.

Before such additional studies are required, NGET shall indicate whether it wishes the Transmission Owner to undertake the work necessary to proceed to make a revised TO Construction Offer within the period specified in paragraph 4 or, where relevant, any other timescale directed or consented to by the Authority.

- 4.6 NGET shall provide Detailed Planning Data to a Transmission Owner, where reasonably requested by such Transmission Owner, to enable it to carry out any detailed system studies referred to in paragraph 4.5, provided that such Transmission Owner can reasonably demonstrate that such provision is relevant and necessary.
- 4.7 Subject to paragraph 4.2, a Transmission Owner which receives an effective NGET Construction Application under paragraph 2.2 above shall, unless otherwise agreed with NGET or determined or directed by the Authority, submit a TO Construction Offer to NGET as soon as reasonably practicable and, in any event, on or before the later of:
  - 4.7.1 three months less thirteen Business Days after the NGET Application Date; and
  - 4.7.2 where relevant, three months less fifteen Business Days after the Construction Assumptions Date.
- 4.8 NGET and a Transmission Owner may agree that the Transmission Owner may submit its TO Construction Offer otherwise than in accordance with the dates set out in paragraph 4.7 provided that:
  - 4.8.1 a TO Construction Offer to which sub-paragraph 4.7.1 applies shall be submitted not later than three months less five Business Days after the NGET Application Date; and
  - 4.8.2 a TO Construction Offer to which sub-paragraph 4.7.2 applies shall be submitted not later than three months less seven Business Days after the Construction Assumptions Date,unless otherwise determined by the Authority in accordance with an application under Standard Condition C9 of NGET's Transmission Licence.
- 4.9 In the event that NGET modifies Construction Planning Assumptions after a Transmission Owner has submitted its TO Construction Offer for the Construction Project to which such Construction Planning Assumptions apply, the Transmission Owner shall revise and re-submit its TO Construction Offer to NGET, taking into account such modified Construction Planning Assumptions, as soon as reasonably practicable.
- 4.10 For the avoidance of doubt, the revision of a TO Construction Offer under paragraph 4.5 varies the existing TO Construction Offer and will not constitute a new TO Construction Offer nor affect the time for which such existing TO Construction Offer remains open for acceptance pursuant to paragraph 5.1.

## **5. ACCEPTANCE OF TO CONSTRUCTION OFFERS BY NGET**

- 5.1 A TO Construction Offer shall remain open for acceptance from the date on which it is submitted to NGET pursuant to paragraph 4 to a date not less than six months from the NGET Application Date unless an application is made to the Authority under Standard Condition C9 of NGET's Transmission Licence. In which event, such period shall remain open for acceptance until the date 17 days after any determination by or other direction from the Authority pursuant to such application.
- 5.2 A Party may refer any dispute in connection with a TO Construction Offer as a Dispute to the Authority in accordance with Section H, paragraph 4.1.
- 5.3 If NGET wishes to accept a TO Construction Offer, it shall do so by promptly notifying the relevant Transmission Owner in the form specified in such TO Construction Offer and by providing such Transmission Owner with an executed copy of the relevant TO Construction Agreement. Following notification of such acceptance, the Transmission Owner shall construct the relevant parts of the Construction Project in accordance with this Code and the executed TO Construction Agreement.

## **6. GENERAL PROVISIONS CONCERNING THE DEVELOPMENT OF TO CONSTRUCTION OFFERS**

- 6.1 The Construction Parties shall, in respect of each Construction Project:
- 6.1.1 agree a joint timetable, subject to and in accordance with the dates set out in paragraph 4 of this Section D, Part Two, for the development of co-ordinated TO Construction Offers and, in the case of NGET, any other planning or analysis required in the course of preparing the NGET Offer;
- 6.1.2 co-operate and assist each other in order that TO Construction Offers, plans or analysis prepared by NGET and any application(s) for Consent(s) which are or are likely to be required in respect of the Construction Project, are co-ordinated; and
- 6.1.3 provide each other with information about, in the case of a Transmission Owner as provider, the contents of its TO Construction Offer and, in the case of NGET as provider, any information about its relevant planning or analysis, to the extent that such information may materially affect such other Construction Party's TO Construction Offer or, in the case where such other Construction Party is NGET, its relevant planning or analysis.
- 6.2 In addition to any Construction Planning Assumptions provided in accordance with paragraph 3 of this Section D, Part Two, NGET shall keep each other Construction Party reasonably informed of the likelihood of, and provide information in relation to, any potential circumstances which, if they occurred, might reasonably be expected to change the Construction Planning Assumptions or otherwise materially affect the preparation of relevant TO Construction Offers including, without limitation, information in relation to any other potential New Connections or Modifications.

6.3 If a Transmission Owner which receives additional information pursuant to paragraph 6.2 reasonably identifies that such information, if incorporated into any Construction Planning Assumptions, would be likely to affect its TO Construction Offer, such Transmission Owner shall promptly notify NGET that its TO Construction Offer would be likely to be so affected.

## **7. GENERAL PROVISIONS CONCERNING NEW CONNECTIONS AND MODIFICATIONS**

7.1 Subject to the payment of its Reasonable Charges, if any, as provided for in this paragraph 7.1, each Party shall provide all advice and assistance reasonably requested by another Party to enable it adequately to assess the implications (including the feasibility):

7.1.1 of making a Modification to User Equipment or a User's System (whether such Modification is the result of Planned Works proposed by the Party requesting advice or assistance or at the request of a User); or

7.1.2 of constructing a New Connection Site (including adequately assessing the feasibility of making any NGET Connection Application or considering the terms of any TO Construction Offer).

7.2 If a proposed Modification referred to in paragraph 7.1 is the result of Planned Works proposed by the Party which has received a request for advice or assistance, that Party shall provide such advice and assistance free of charge. If a Modification referred to in paragraph 7.1 is or may be proposed by the Party requesting advice or assistance, or a User, or if the advice and assistance is in respect of a New Connection Site, the Party may charge NGET Reasonable Charges for such advice and assistance.

7.3 When giving advice and assistance pursuant to paragraph 7.1, each Party shall comply with Good Industry Practice.

## **8. COORDINATION OF CONSTRUCTION PROJECTS**

8.1 Where a Construction Project involves Works being undertaken by more than one Party, each Transmission Owner which is party to a TO Construction Agreement in respect of the Construction Project and NGET (together referred to as "**Joint Project Parties**") shall throughout the construction and commissioning of the Construction Project:

8.1.1 co-operate and assist each other in the development of co-ordinated TO Construction Programmes and, in the case of NGET, any other planning or analysis it undertakes in respect of the Construction Project;

8.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the Works of such other Joint Project Parties;

8.1.3 meet from time to time, if so requested by another Joint Project Party, to agree arrangements to facilitate such development; and

8.1.4 otherwise develop their TO Construction Programmes or, in the case of NGET, any other relevant planning or analysis, taking into account, to the extent that it is reasonable and practicable to do so, the activities and requirements of each other Joint Project Party.

8.2 Without limitation to paragraph 8.1, the Joint Project Parties shall liaise throughout the construction and commissioning of a Construction Project and each shall provide to each other Joint Project Party all information relating to its own Works and, in the case of NGET, User Works, reasonably necessary to assist each other Joint Project Party in the performance of that other's part of the Works, and shall use all reasonable endeavours to co-ordinate and integrate their respective part of the Works. There may be meetings between representatives of the Joint Project Parties and/or the User at intervals to be agreed between the Joint Project Parties and/or the User (as appropriate). Each Joint Project Party shall deliver to each other Joint Project Party a written report of its progress during each Calendar Quarter within seven days of the end of that Calendar Quarter.

## **9. COMMUNICATIONS PLANT**

9.1 NGET and a Transmission Owner which is constructing a New Connection Site shall agree the Communications Plant to be provided and installed by the Transmission Owner and this may include, without limitation, Communications Plant to facilitate communications between the relevant User and NGET. Any failure to agree may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.

## **10. CONNECTION SITE RULES**

10.1 Prior to the Completion Date under a TO Construction Agreement, the following shall be submitted pursuant to the terms of the TO Construction Agreement:

10.1.1 copies of the Safety Rules applicable at the relevant Transmission Owner Sites or User Sites which will be used at the User/Transmission Owner interface, as followed and forwarded in accordance with the criteria set out in Section G, subparagraphs 2.2.7 to 2.2.10; and

10.1.2 notice in writing from a Transmission Owner submitted directly to the relevant User as directed by NGET, notifying NGET when it has done so, of its Safety Coordinators, which notice shall be updated and resubmitted by the Transmission Owner whenever there is a change to the identity of its Safety Coordinators or to the Connection Points; and

10.1.3 written confirmation from a Transmission Owner submitted directly to the relevant User as directed by NGET, notifying NGET when it has done so, that the Safety Coordinators acting on behalf of such Transmission Owner are authorised and competent pursuant to the requirements of OC8B; and

10.1.4 written notice from a Transmission Owner submitted directly to NGET notifying NGET of a list of the managers who have been duly authorised to sign Site Responsibility Schedules on behalf of the Transmission Owner; and

- 10.1.5 written notice from a User, as procured by NGET and submitted directly by the User to the relevant Transmission Owner of:
- 10.1.5.1 the User's Safety Co-ordinators, which notice shall be updated yearly and whenever there is a change to the identity of the User's Safety Coordinators or to the Connection Points;
  - 10.1.5.2 a list of persons appointed by the User to undertake operational duties on the User's System and to issue and receive operational messages and instructions in relation to the User's System; and
  - 10.1.5.3 an appointed person or persons responsible for the maintenance and testing of User's Plant and Apparatus;
- 10.1.6 a list of the User's managers who have been duly authorised to sign Site Responsibility Schedules on behalf of the User as procured by NGET and submitted by NGET to the relevant Transmission Owner; and
- 10.1.7 written confirmation from a User, as procured by NGET and submitted directly by the User to the relevant Transmission Owner, that the Safety Co-ordinators acting on behalf of such User are authorised and competent pursuant to the requirements of OC8B.

## **11. CONNECTION SITE SPECIFICATIONS**

- 11.1 Prior to the provision of an Agreement for Energisation or Agreement for an Interim Operational Notification from a Transmission Owner, the Transmission Owner shall provide to NGET a new or revised Connection Site Specification as described in Section D, Part One, sub-paragraph 2.6.1 that reflects the information contained in the relevant TO Construction Agreement(s) .

## **12. SITE RESPONSIBILITY SCHEDULES**

- 12.1 In order to inform site operational staff of agreed responsibilities for Plant and/or Apparatus at an operational interface, a Site Responsibility Schedule shall be produced for a Connection Site by the Transmission Owner whose Transmission System is connected to such Connection Site and NGET shall provide such Transmission Owner with the information required to enable the Transmission Owner to prepare such Site Responsibility Schedule.
- 12.2 A Transmission Owner shall forward a Site Responsibility Schedule prepared by it pursuant to paragraph 11.1 to NGET and agree any changes that may be required to such Site Responsibility Schedule with NGET. Upon finalisation of the Site Responsibility Schedule pursuant to this paragraph 12.2, the Transmission Owner shall forward a duly signed Site Responsibility Schedule to NGET and NGET shall promptly sign and procure signatures from the relevant User as required and forward such signed copy of the Site Responsibility Schedule back to the Transmission Owner.

12.3 Each Site Responsibility Schedule must have recorded on it the Safety Rules which apply to each item of Plant and/or Apparatus in accordance with Section G, paragraph 2.2.

12.4 In carrying out their obligations under this paragraph 11, the Parties shall, and NGET shall procure that Users shall, comply with Appendix 1 of the Connection Conditions to the Grid Code (as amended from time to time).

### **13. ACCESS**

13.1 The provisions relating to access to Transmission Owner's Sites by Users and to User's Sites by Transmission Owners, are set out in the Interface Agreement between such Transmission Owner and User.

13.2 In addition to the provisions relating to access referred to in paragraph 13.1, where a Transmission Owner Site contains exposed HV conductors, unaccompanied access will only be granted to individuals holding an Authority for Access issued by the Transmission Owner. The procedure for applying for authority for Access is contained in the Interface Agreement.

### **14. DISCONNECTION AND REMOVAL OF TRANSMISSION CONNECTION ASSETS**

14.1 NGET shall provide six months notice to a Transmission Owner of the date that NGET intends to permanently disconnect User Equipment which is connected to such Transmission Owner's Transmission System.

14.2 NGET may provide a Transmission Owner with more than six months notice of an intended permanent disconnection of User Equipment connected to such Transmission Owner's Transmission System only where NGET has obtained the prior consent of the relevant User to give such longer notice.

14.3 Where NGET permanently disconnects a User which was connected to a Transmission Owner's Transmission System:

14.3.1 NGET shall procure that such User removes any of the User Equipment on such Transmission Owner's land within six months of the date of disconnection under paragraph 14.1 or such longer period as may be agreed between the User and such Transmission Owner; and

14.3.2 such Transmission Owner shall remove any of the Transmission Owner Connection Assets on the land of the User concerned within six months of termination under paragraph 14.1 or such longer period as may be agreed between the User and such Transmission Owner.

14.4 Each Transmission Owner shall give, and NGET shall procure, that any relevant User gives, such rights to access land as are reasonably required in order to facilitate the removal of User Equipment and Transmission Owner Connection Assets pursuant to this paragraph 13.

- 14.5 NGET shall not be in breach of its obligation to provide notice pursuant to 14.1 to the extent that any failure or delay in giving notice to a Transmission Owner was caused by a failure or delay by the relevant User in providing notice to NGET under the CUSC.

### **PART THREE: TEC EXCHANGE**

#### **1. TEC EXCHANGE PROCESS**

- 1.1 If NGET considers it may be necessary, it shall submit a NGET TEC Exchange Rate Application in accordance with paragraph 1.2 to:

1.1.1 the Transmission Owner, if any, whose Transmission System is located at the Relevant Connection Site of the Increasing User or the Decreasing User;

1.1.2 any Transmission Owner in relation to whose Transmission System the Relevant Connection Site of the Increasing User or the Decreasing User satisfies the criteria set out in Schedule Four; and

1.1.3 any Transmission Owner which does not receive a NGET TEC Exchange Rate Application pursuant to sub-paragraphs 1.1.1 or 1.1.2, but which:

1.1.3.1 otherwise receives TEC Exchange Planning Assumptions pursuant to paragraph 2.1 or 2.2 in relation to the Relevant Connection Site of the Increasing User or the Decreasing User; or

1.1.3.2 NGET otherwise identifies is likely to be required to calculate a TEC Exchange Rate in respect of the Exchange Rate Request,

(NGET and each Transmission Owner which receives a NGET TEC Exchange Rate Application shall be referred to in this Section as a "**TEC Exchange Party**").

- 1.2 NGET shall submit a NGET TEC Exchange Rate Application:

1.2.1 pursuant to sub-paragraphs 1.1.1 and 1.1.2, as soon as reasonably practicable, and in any event within three Business Days of the User Application Date in relation to such Relevant Connection Site of the Increasing User or the Decreasing User.

1.2.2 pursuant to sub-paragraph 1.1.3, at the same time as TEC Exchange Planning Assumptions are submitted to a Transmission Owner under paragraph 2.2 or, where applicable, at the same time as NGET gives a Transmission Owner notice under paragraph 2.3.

- 1.3 For the purposes of this Section D, Part Three, a NGET TEC Exchange Rate Application shall be deemed to be effective if it is complete and clear in all material respects.

- 1.4 If a Transmission Owner reasonably considers that a NGET TEC Exchange Rate Application is not effective it shall, as soon as reasonably practicable and in any event within five Business Days of receipt of the NGET TEC Exchange Rate Application, notify NGET of:

1.4.1 the detailed reasons why it considers the NGET TEC Exchange Rate Application is incomplete or unclear in a material respect; and

1.4.2 the amendments (including clarifications, additional information, data or other material) it considers are required to make the NGET TEC Exchange Rate Application effective,

and shall otherwise use its best endeavours to liaise with and assist NGET (and, where reasonably requested by NGET, any relevant third parties) so that the NGET TEC Exchange Rate Application is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a NGET TEC Exchange Rate Application may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.

1.5 NGET shall immediately notify each other TEC Exchange Party following:

1.5.1 any change in the NGET TEC Exchange Rate Application or associated information provided to such TEC Exchange Party; or

1.5.2 the withdrawal of the relevant User Application by a User, in which case such notice shall also constitute notice of withdrawal by NGET of any relevant NGET TEC Exchange Rate Application.

## **2. PROVISION OF TEC EXCHANGE PLANNING ASSUMPTIONS FOLLOWING A NGET TEC EXCHANGE RATE APPLICATION**

2.1 In addition to Planning Assumptions used for general transmission planning pursuant to Section D, Part One, paragraph 2.2, NGET may, as a consequence of a User Application for a TEC Exchange Rate Request, also generate a separate set of Planning Assumptions which take into account the power flows which NGET expects are likely to result from a TEC Trade for use by each Transmission Owner only in the preparation of a TO TEC Exchange Rate ("**TEC Exchange Planning Assumptions**").

2.2 If NGET generates TEC Exchange Planning Assumptions, it shall do so as soon as reasonably practicable and, in any event, within five Business Days of the User Application Date and shall:

2.2.1 immediately provide to each Transmission Owner such parts of the set of TEC Exchange Planning Assumptions as NGET reasonably determines are likely to materially affect such Transmission Owner's Transmission System; and

2.2.2 at the same time as TEC Exchange Planning Assumptions are provided to any Transmission Owner(s) pursuant to sub-paragraph 2.2.1, either:

2.2.2.1 identify the NGET TEC Exchange Rate Application already submitted to such Transmission Owner under sub-paragraphs 1.1.1 or 1.1.2 to which the TEC Exchange Planning Assumptions relate; or

2.2.2.2 submit a new NGET TEC Exchange Rate Application to such Transmission Owner pursuant to sub-paragraph 1.1.3.

- 2.3 NGET shall notify each Transmission Owner which receives an NGET TEC Exchange Rate Application as soon as reasonably practicable and, in any event, within two Business Days of the User Application Date, if it does not intend to generate a set of TEC Exchange Planning Assumptions in respect of the relevant Exchange Rate Request. Following such notice NGET shall inform each Transmission Owner that receives a NGET TEC Exchange Rate Application which previously notified Planning Assumptions should apply and such Planning Assumptions shall be deemed to also be TEC Exchange Planning Assumptions for the purposes of such NGET TEC Exchange Rate Application.
- 2.4 NGET may, in its discretion, change a set of TEC Exchange Planning Assumptions (including any deemed TEC Exchange Planning Assumptions under paragraph 2.3) by giving notice to the relevant Transmission Owner(s), at any time up to the date not less than three months after the User Application Date.
- 2.5 A Transmission Owner may submit a request to NGET for a change to TEC Exchange Planning Assumptions it has received pursuant to paragraphs 2.2 or 2.4 or which have been deemed pursuant to paragraph 2.3, provided that such request shall contain a description (in reasonable but not excessive detail) of the reason(s) for the request.
- 2.6 If NGET receives a request for a change to TEC Exchange Planning Assumptions pursuant to paragraph 2.5 it shall, as soon as reasonably practicable:
- 2.6.1 notify the Transmission Owner submitting the request and any other Transmission Owner, which is likely to be materially affected by the requested change, whether or not and, where relevant, how NGET intends to accommodate such request; and
- 2.6.2 where relevant, change and re-issue such TEC Exchange Planning Assumptions accordingly.
- 2.7 A Transmission Owner may refer to the Authority as a Dispute in accordance with Section H, paragraph 4.1:
- 2.7.1 any notice received from NGET under 2.6.1; or
- 2.7.2 any failure by NGET to respond to a request made by such Transmission Owner under paragraph 2.5 within a reasonable period of time, taking into account the nature, complexity and urgency of the request.
- 2.8 For the avoidance of doubt, any change made to TEC Exchange Planning Assumptions pursuant to paragraphs 2.4 or 2.6 shall change the existing set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions.
- 2.9 NGET shall act in accordance with Good Industry Practice in deciding whether to generate any set of TEC Exchange Planning Assumptions and, where relevant, in generating or modifying such TEC Exchange Planning Assumptions pursuant to this paragraph 2.

### 3. TEC EXCHANGE RATES

3.1 A TO shall prepare each TO TEC Exchange Rate so that, if the TEC Trade to which it relates becomes effective, such Transmission Owner would continue to comply with the obligations in respect of the planning and development of its Transmission System set out in Part One, paragraph 2.2 of this Section D by giving effect to such NGET TEC Exchange Rate Application, except that:

3.1.1 for the purpose of Part One, paragraph 2.2, such Transmission Owner shall take into account TEC Exchange Planning Assumptions provided to it under paragraph 2 (as modified or updated pursuant to paragraphs 2.4 or 2.6) in respect of the NGET TEC Exchange Rate Application in the place of any other Planning Assumptions.

3.2 A Transmission Owner which receives an effective NGET TEC Exchange Rate Application under paragraph 1.2 above shall, unless otherwise agreed with NGET or determined or directed by the Authority, submit a TO TEC Exchange Rate to NGET as soon as reasonably practicable and, in any event, on or before the later of:

3.2.1 three months less thirteen Business Days after the User Application Date; and

3.2.2 where relevant, three months less fifteen Business Days after the TEC Exchange Assumptions Date.

3.3 NGET and a Transmission Owner may agree that the Transmission Owner may submit its TO TEC Exchange Rate otherwise than in accordance with the dates set out in paragraph 3.2 provided that:

3.3.1 a TO TEC Exchange Rate to which sub-paragraph 3.2.1 applies shall be submitted not later than three months less five Business Days after the User Application Date; and

3.3.2 a TO TEC Exchange Rate to which sub-paragraph 3.2.2 applies shall be submitted not later than three months less seven Business Days after the TEC Exchange Assumptions Date,

unless otherwise directed by the Authority.

3.4 In the event that NGET modifies TEC Exchange Planning Assumptions after a Transmission Owner has submitted its TO TEC Exchange Rate for the NGET TEC Exchange Rate Application to which such TEC Exchange Planning Assumptions apply, the Transmission Owner shall revise and re-submit its TO TEC Exchange Rate to NGET, taking into account such modified TEC Exchange Rate Planning Assumptions, as soon as reasonably practicable.

## PART FOUR: STATEMENT OF WORKS

### 1. RESPS METHODOLOGY AND RESPS THRESHOLDS

- 1.1. NGET shall prepare a draft RESPS Methodology in consultation with owners and operators of Distribution Systems and TOs. Following this initial consultation The NGET shall publish the RESPS Methodology on the Codes Website for a period of 28 days for interested parties to provide comments to NGET.
- 1.2. Following the 28 day period of consultation specified in Paragraph 1.1 NGET shall publish the final RESPS Methodology on the Codes Website.
- 1.3. Following publication of the RESPS Methodology pursuant to Paragraph 1.2 NGET shall liaise with the TOs in order to prepare a draft of the RESPS Thresholds.
- 1.4. Once prepared, NGET shall publish the draft RESPS Thresholds on the Codes Website for a period of 28 days for interested parties to provide comments to NGET.
- 1.5. Following the 28 day period of consultation specified at Paragraph 1.4 NGET shall publish the final RESPS Thresholds on the Codes Website.
- 1.6. NGET shall monitor the final RESPS Thresholds and, if appropriate, revise the RESPS Thresholds in accordance with the process in Paragraphs 1.3 to 1.5.
- 1.7. NGET shall review the RESPS Methodology annually and assess whether any amendments are required. If NGET's view is that no amendments are required NGET shall publish its view on the Codes Website.

### 4.2. STATEMENT OF WORKS PROCESS

4.2.1 If NGET considers it may be necessary, it shall submit a NGET Request for a Statement of Works in accordance with paragraph 4.2 to:

4.2.1.1 the Transmission Owner, if any, whose Transmission System is located at the Relevant Connection Site;

4.2.1.2 any Transmission Owner in relation to whose Transmission System the Relevant Connection Site satisfies the criteria set out in Schedule Four; and

4.2.1.3 any Transmission Owner which does not receive a NGET Request for a Statement of Works pursuant to sub-paragraphs 4.1.1 or 4.1.2, but which:

4.2.1.3.1 otherwise receives Statement of Works Planning Assumptions pursuant to paragraph 3.2 in relation to the Relevant Connection Site; or

4.2.1.3.2 NGET otherwise identifies is likely to be required to submit a TO Statement of Works Notice in respect of the Statement of Works Project,

(NGET and each Transmission Owner which receives a NGET Request for a Statement of Works shall be referred to in this Section as a **“Statement of Works Party”**).

4.2.2 NGET shall submit a NGET Request for a Statement of Works:

~~2.22.2.1~~ pursuant to sub-paragraphs 24.1.1 and 24.1.2, as soon as reasonably practicable, and in any event within three Business Days of the User Application Date in relation to such Relevant Connection Site; and

~~2.32.6~~ .2 pursuant to sub-paragraph 24.1.3, at the same time as Statement of Works Planning Assumptions are submitted to a Transmission Owner under paragraph 32.2 or, where applicable, at the same time as NGET gives a Transmission Owner notice under paragraph 32.3.

~~4.3~~ 2.3 For the purposes of this Section D, Part Four, a NGET Request for a Statement of Works shall be deemed to be effective if it is complete and clear in all material respects.

~~4.42.4~~ If a Transmission Owner reasonably considers that a NGET Request for a Statement of Works is not effective it shall, as soon as reasonably practicable and in any event within five Business Days of receipt of the NGET Request for a Statement of Works, notify NGET of:

~~4.4.12.6~~ the detailed reasons why it considers the NGET Request for a Statement of Works is incomplete or unclear in a material respect; and

~~4.4.22.6~~ the amendments (including clarifications, additional information, data or other material) it considers are required to make the NGET Request for a Statement of Works effective,

and shall otherwise use its best endeavours to liaise with and assist NGET (and, where reasonably requested by NGET, any relevant third parties) so that the NGET Request for a Statement of Works is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a NGET Request for a Statement of Works may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.

~~4.52.5~~ Each Transmission Owner shall charge NGET and NGET shall pay Engineering Charges in relation to a NGET Request for a Statement of Works in accordance with Schedule Ten.

~~4.62.6~~ NGET shall immediately notify each other Statement of Works Party following:

~~4.6.12.6.1~~ any change in the NGET Request for a Statement of Works or associated information provided to such Statement of Works Party; or

~~4.6.22.6.2~~ the withdrawal of the relevant User Application by a User, in which case such notice shall also constitute notice of a withdrawal by NGET of any relevant NGET Request for a Statement of Works.

## **32. PROVISION OF STATEMENT OF WORKS PLANNING ASSUMPTIONS FOLLOWING A NGET REQUEST FOR A STATEMENT OF WORKS**

~~32.1~~ In addition to Planning Assumptions used for general transmission planning pursuant to Section D, Part One, paragraph 2.2, NGET may, as a consequence of a User Application for a Request for a Statement of Works, also generate a separate set of Planning Assumptions which take into account the power flows which NGET expects are likely to result from the Statement of Works Project for use by each Transmission Owner only in the preparation of a TO Statement of Works Notice (“**Statement of Works Planning Assumptions**”).

~~32.2~~ If NGET generates Statement of Works Planning Assumptions, it shall do so as soon as reasonably practicable and, in any event, within five Business Days of the User Application Date and shall:

- 32.2.1** immediately provide to each Transmission Owner such parts of the set of Statement of Works Planning Assumptions as NGET reasonably determines are likely to materially affect such Transmission Owner's Transmission System; and
- 32.2.2** at the same time as Statement of Works Planning Assumptions are provided to any Transmission Owner(s) pursuant to sub-paragraph **32.2.1**, either:
- 32.2.2.1** identify the NGET Request for a Statement of Works already submitted to such Transmission Owner under sub-paragraphs **24.1.1** or **24.1.2** to which the Statement of Works Planning Assumptions relate; or
  - 32.2.2.2** submit a new NGET Request for a Statement of Works to such Transmission Owner pursuant to sub-paragraph **24.1.3**.
- 32.3** NGET shall notify each Transmission Owner which receives a NGET Request for a Statement of Works as soon as reasonably practicable and, in any event, within two Business Days of the User Application Date, if it does not intend to generate a set of Statement of Works Planning Assumptions in respect of the relevant Statement of Works Project. Following such notice the general Planning Assumptions provided to Transmission Owners pursuant to Section D, Part One, paragraph 2.2 shall be deemed to also be Statement of Works Planning Assumptions for the purposes of such Statement of Works Project.
- 32.4** NGET may, in its discretion, change a set of Statement of Works Planning Assumptions (including any deemed Statement of Works Planning Assumptions under paragraph 2.3) by giving notice to the relevant Transmission Owner(s), at any time up to the submission by the Transmission Owner(s) of the TO Statement of Works to which such Statement of Works Planning Assumptions apply.
- 32.5** A Transmission Owner may submit a request to NGET for a change to Statement of Works Planning Assumptions it has received pursuant to paragraphs **32.2** or **32.4** or which have been deemed pursuant to paragraph **32.3**, provided that such request shall contain a description (in reasonable but not excessive detail) of the reason(s) for the request.
- 32.6** If NGET receives a request for a change to Statement of Works Planning Assumptions pursuant to paragraph 2.5 it shall, as soon as reasonably practicable:
- 32.6.1** notify the Transmission Owner submitting the request and any other Transmission Owner, which is likely to be materially affected by the requested change, whether or not and, where relevant, how NGET intends to accommodate such request; and
  - 32.6.2** where relevant, change and re-issue such Statement of Works Planning Assumptions accordingly.
- 32.7** A Transmission Owner may refer to the Authority as a Dispute in accordance with Section H, paragraph 4.1:
- 32.7.1** any notice received from NGET under **32.6.1**; or
  - 32.7.24** any failure by NGET to respond to a request made by such Transmission Owner under paragraph **32.5** within a reasonable period of time, taking into account the nature, complexity and urgency of the request.
- 32.8** Notwithstanding any request submitted by a Transmission Owner pursuant to paragraph **32.5** above, each Transmission Owner shall continue to take account the Statement of Works Planning Assumptions provided by NGET pursuant to sub-paragraph **24.1.3** (or deemed pursuant to paragraph **32.3**), for the purposes of paragraph **43.3** of this Section D, Part Four, subject to any subsequent changes made to such Statement of Works Planning Assumptions by NGET under paragraphs **32.4** or **32.6** or any determination of a Dispute referred to the Authority pursuant to paragraph **32.7**.

32.9 For the avoidance of doubt, any change made to Statement of Works Planning Assumptions pursuant to paragraphs 2.4 or 2.6 shall change the existing set of Statement of Works Planning Assumptions and shall not constitute a separate set of Statement of Works Planning Assumptions.

32.10 NGET shall act in accordance with Good Industry Practice in deciding whether to generate any set of Statement of Works Planning Assumptions and, where relevant, in generating or modifying such Statement of Works Planning Assumptions pursuant to this paragraph 2.

### 43. TO STATEMENT OF WORKS NOTICE

3.14.1 Each Transmission Owner which receives a NGET Request for a Statement of Works shall notify NGET in accordance with paragraph 43.2 whether or not such Transmission Owner requires Transmission Construction Works to be undertaken in respect of a Statement of Works Project (such notice to be referred to as a “**TO Statement of Works Notice**”). Where the TO Statement of Works Notice specifies that Transmission Construction Works are required, then, at any time within the period referred to at paragraph 43.6, NGET may submit to the Transmission Owner a NGET Modification Application. Where the TO Statement of Works Notice specifies that Transmission Construction Works are not required it shall specify whether or not, in planning and developing its Transmission System, the Transmission Owner has assumed that any technical design or operational criteria will apply to User Equipment at the Relevant Connection Site, and details of what such criteria are.

43.2 A Transmission Owner shall submit a TO Statement of Works Notice as soon as reasonably practicable but, in any event, on or before the later of:

43.2.1 twenty-five calendar days less one Business Day after the NGET Application Date; and

43.2.2 twenty-three calendar days less one Business Day after the Statement of Works Assumptions Date.

43.3 NGET may refer as a Dispute to the Authority in accordance with Section H, paragraph 4.1, any TO Statement of Works Notice:

43.3.1 that a Transmission Owner does not require Transmission Construction Works to be undertaken in respect of a Statement of Works Project; or

43.3.2 of any assumptions which a Transmission Owner intends to make in relation to User Equipment at a Relevant Connection Site.

43.4 A Transmission Owner shall prepare each TO Statement of Works Notice so that, if the Statement of Works Project to which it relates is constructed, such Transmission Owner would continue to comply with the obligations in respect of the planning and development of its Transmission System set out in Part One, paragraph 2.2 of this Section D by giving effect to such Transmission Construction Works, except that:

43.4.1 for the purpose of Part One, paragraph 2.2, such Transmission Owner shall take into account Statement of Works Planning Assumptions provided to it under paragraph 2 (as modified or updated pursuant to paragraphs 32.4 or 32.6) in respect of the Statement of Works Project in the place of any other Planning Assumptions; and

43.4.2 the technical design and operational criteria for the Relevant Connection Site shall be as set out in the NGET Request for a Statement of Works together with any site-specific information set out in the TO Statement of Works Notice.

43.5 In the event that NGET modifies Statement of Works Planning Assumptions after a Transmission Owner has submitted its TO Statement of Works Notice for the Statement

of Works Project to which such Statement of Works Planning Assumptions apply, the Transmission Owner shall revise and re-submit its TO Statement of Works Notice to NGET, taking into account such modified Statement of Works Planning Assumptions, as soon as reasonably practicable.

- 43.6 At any time up to twenty-eight calendar days plus ninety-three Business Days after the User Application Date, NGET may submit to the Transmission Owner (and such submission shall be deemed to be) a NGET Modification Application in respect of a Statement of Works Project. Processing of such deemed NGET Modification Application shall be as set out in Part Two of this Section D.

## **SECTION H: DISPUTES**

### **1. INTRODUCTION**

1.1 This Section H sets out:

1.1.1 the obligations on the Parties to escalate and seek to resolve Disputes;

1.1.2 the types of Dispute that are referable to the Authority under this Code and the arrangements and obligations in relation to such referrals; and

1.1.3 the types of Dispute that are referable to arbitration under this Code and the arrangements and obligations in relation to such referrals.

### **2. GENERAL**

2.1 Subject to any contrary provision of the Act, any Transmission Licence and the Regulations, and the rights, powers, duties and obligations of the Authority or the Secretary of State under the Act or Transmission Licences or otherwise howsoever, any Dispute between the Parties shall be resolved as provided in the applicable Section of this Code and this Section H.

### **3. ESCALATION**

3.1 Notwithstanding the remaining provisions of this Section H, Parties shall identify and progress Disputes without undue delay and consistently with the objective of resolving such Disputes as early and as efficiently as reasonably practicable.

3.2 A Party may raise a Dispute by issuing a Dispute Notice to the Authority and each of the other Dispute Parties.

3.3 As soon as reasonably practicable, and in any event within 10 Business Days (or such longer period as the Dispute Parties may agree) of the date of issue of a Dispute Notice, representatives of each of the Dispute Parties who have authority to resolve the Dispute shall use their best endeavours to seek to resolve such Dispute.

3.4 If the Dispute Parties are unable to resolve a Dispute pursuant to paragraph 3.3, then the Dispute Parties' obligations under that paragraph shall no longer apply to that Dispute and a Dispute Party may refer the matter to the Authority or to arbitration as appropriate in accordance with paragraphs 4 and 5 below.

### **4. REFERRALS TO THE AUTHORITY**

4.1 Subject to paragraph 3, a Party may refer a Dispute falling under sub-paragraphs 4.3 or 4.4 or an Implementation Dispute under paragraph 4.6 to the Authority for determination by issuing a Reference Notice to the Authority copied to each of the other Dispute Parties.

- 4.2 Subject to paragraph 4.5 below, any Dispute falling under this paragraph 4 shall not be capable of being referred to arbitration pursuant to the rules of the Electricity Arbitration Association or otherwise, or to any court.
- 4.3 In addition to those matters falling under paragraph 4.4, the following matters shall constitute a Dispute referable to the Authority under the Code:
- 4.3.1 a failure to agree pursuant to Section A, paragraph 4.4;
  - 4.3.2 a failure to agree pursuant to Section B, sub-paragraph 3.2.5 or any other dispute in relation to the scope, content or performance of the Party Entry Processes;
  - 4.3.3 a failure to agree pursuant to Section B, sub-paragraph 5.1.6 or any other dispute in relation to the scope, content or performance of the Decommissioning Actions;
  - 4.3.4 a failure to agree pursuant to Section B, sub-paragraph 7.3.4;
  - 4.3.5 a failure to agree an amendment to the form of the Services Capability Specification pursuant to Section C, Part One, paragraphs 3.2 or 3.3;
  - 4.3.6 a dispute in relation to the reasonableness of a request for further information by NGET pursuant to Section C, Part One, paragraph 3.4;
  - 4.3.7 a dispute in relation to the provision of, or failure to provide, training pursuant to Section C, Part Three, paragraph 7.3;
  - 4.3.8 a failure to agree a GB Transmission Performance Report Timetable or any part thereof pursuant to Section C, Part Three, paragraph 8.3;
  - 4.3.9 a failure to agree amendments to draft text of a GB Transmission System Performance Report pursuant to Section C, Part Three, paragraph 8.5;
  - 4.3.10 a failure to agree a SYS Programme or any part thereof pursuant to Section D, Part One, sub-paragraph 4.1.2;
  - 4.3.11 a failure to agree amendments to draft text of a Seven Year Statement pursuant to Section D, Part One, sub-paragraph 4.1.4;
  - 4.3.12 a dispute pursuant to Section E, paragraph 4.1;
  - 4.3.13 a failure to agree under Section G, sub-paragraphs 6.1.1 or 6.1.2; and
  - 4.3.14 a dispute as to whether a matter falling under paragraph 4.4 materially and adversely affects a Dispute Party's ability to develop and maintain an efficient, co-ordinated and economical system of electricity in Great Britain for the purpose of determining such Dispute Party's entitlement to refer a matter to the Authority under paragraph 4.4.
- 4.4 In addition to those matters falling under paragraph 4.3, the following matters shall constitute a Dispute referable to the Authority by a Dispute Party under the Code only

where such matter(s) materially adversely affect(s) that Dispute Party's ability to develop and maintain an efficient, co-ordinated and economical system of electricity transmission in Great Britain:

- 4.4.1 a failure to agree a Services Restoration Proposal or any modification to a Services Restoration Proposal under Section C, Part One, paragraphs 4.7 and 4.8 or 4.9;
- 4.4.2 a dispute in relation to either a request by NGET or the adequacy of preparatory steps taken by a Transmission Owner pursuant to Section C, Part One, paragraph 4.13;
- 4.4.3 a dispute in relation to the manner in which matters contained in an Outage Proposal are included, or are not included, in an Outage Plan pursuant to Section C, Part Two, paragraph 2.4;
- 4.4.4 a failure to agree in relation to any Outage Plan or Outages Implementation Process pursuant to Section C, Part Two, paragraphs 5.7, 6.1 or 6.5;
- 4.4.5 a dispute in relation to a direction issued by NGET regarding discontinuation of an Outage or Outages pursuant to Section C, Part Two, paragraph 7.1;
- 4.4.6 a dispute in relation to a request for a change to Planning Assumptions pursuant to Section D, Part One, paragraph 2.2;
- 4.4.7 a dispute in relation to a Planning Request pursuant to Section D, Part One, sub-paragraph 2.4.4;
- 4.4.8 a dispute in relation to the reasonableness of a request by NGET for information pursuant to Section D, Part One, sub-paragraph 2.6.2;
- 4.4.9 a dispute in relation to a the effectiveness of a NGET Construction Application pursuant to Section D, Part Two, paragraph 2.5;
- 4.4.10 a dispute in relation to a request for a change to Construction Planning Assumptions pursuant to Section D, Part Two, paragraph 3.7;
- 4.4.11 a dispute in relation to a notice by the Transmission Owner that it does not intend to submit a TO Construction Offer or a notice of any assumptions which a Transmission Owner intends to make in relation to User Equipment at a Relevant Connection Site pursuant to Section D, Part Two, paragraph 4.3;
- 4.4.12 a dispute in connection with a TO Construction Offer pursuant to Section D, Part Two, paragraph 5.2;
- 4.4.13 a failure to agree Communications Plant under Section D, Part Two, paragraph 9.1;
- 4.4.14 a dispute in relation to the effectiveness of a NGET TEC Exchange Rate Application pursuant to Section D, Part Three, paragraph 1.4;

- 4.4.15 a dispute in relation to a request for a change to TEC Exchange Planning Assumptions pursuant to section D, Part Three, paragraph 2.7;
  - 4.4.16 a dispute in relation to the effectiveness of a NGET Request for a Statement of Works pursuant to Section D, Part Four, paragraph 24.4;
  - 4.4.17 a dispute in relation to a request for a change to Statement of Works Planning Assumptions pursuant to Section D, Part Four, paragraph 32.7; and
  - 4.4.18 a dispute in relation to a TO Statement of Works Notice by the Transmission Owner that it does not require Transmission Construction Works to be undertaken in respect of a Statement of Works Project or of any assumptions which a Transmission Owner intends to make in relation to User Equipment at a Relevant Connection Site pursuant to Section D, Part Four, paragraph 43.3.
- 4.5 The Authority's determination of a Dispute pursuant to this paragraph 4 shall, without prejudice to any ability to apply for judicial review of any determination, be final and binding on the Dispute Parties.
- 4.6 It is expected that, in most cases, the Authority's determination of a Dispute pursuant to this paragraph 4 will set out the effect of the determination in terms of any actions or other steps that the Dispute Parties should take. To the extent that there is a Dispute between the Dispute Parties over the implementation of any such determination by the Authority (an "**Implementation Dispute**"), then any such Dispute Party may, subject again to the obligation to hold initial discussions in the same terms as under paragraph 3.3, refer the Implementation Dispute back to the Authority for determination.
- 4.7 Following a determination under this paragraph 4, each Dispute Party shall take such steps as are required to give full and timely effect to that determination including, without limitation, issuing, withdrawing or modifying any document, notice, plan or process or taking any other steps required pursuant to this Code.

## 5. REFERRALS TO ARBITRATION

- 5.1 Subject to paragraph 3, a Dispute Party may, unless otherwise specified in this Code, refer:
- 5.1.1 a Dispute that is specifically designated for referral to arbitration under this Code;  
or
  - 5.1.2 any other Dispute not referable to the Authority under paragraph 4.1,
- to arbitration pursuant to the applicable rules of the Electricity Arbitration Association in force from time to time by issuing a Reference Notice to the Electricity Arbitration Association and to each of the other Dispute Parties and the Authority.
- 5.2 Whatever the nationality, residence or domicile of any Dispute Party and wherever the Dispute arose, the law of England shall be the proper law of reference to arbitration under this paragraph 5 and, in particular (but not so as to derogate from the generality of the

foregoing), the provisions of the Arbitration Act 1996 shall apply to any such arbitration wherever it or any part of it shall be conducted save as prescribed below.

- 5.3 Subject to paragraph 5.4 the Parties hereby consent to the President of the Electricity Arbitration Association deciding at his discretion and ensuring, so far as practicable, that the proceedings relating to such a decision are managed effectively, fairly and expeditiously:
- 5.3.1 following the same process as set out in Article 13 of the Electricity Arbitration Association rules in respect of pending arbitrations, that two or more disputes referred to it for arbitration (whether pending or underway), be consolidated or otherwise heard together (whether or not such disputes are all Disputes or a Dispute and any dispute(s) referred under an Other Code), where a Party (or Other Code Party to a dispute under an Other Code) so requests in writing to the Electricity Arbitration Association copied to each of the other Parties and relevant Other Code Parties setting out the reasons for such consolidation; or
- 5.3.2 that a dispute referred to it (whether pending or underway and whether a Dispute or a dispute referred to it under an Other Code) be stayed for a period not exceeding three months after the referral of such dispute to the Electricity Arbitration Association, pending resolution of another dispute referred to it (whether pending or underway and whether a Dispute or a dispute referred under an Other Code).
- 5.4 The consent of the Parties under paragraph 5.3.1 shall be deemed not to have been given where a request for consolidation thereunder is received by the Electricity Arbitration Association more than three months (or such other period as the Electricity Arbitration Association may at its discretion determine) after the referral of any Dispute or Other Code dispute to the Electricity Arbitration Association which is the subject of such request.
- 5.5 Any arbitrator or panel of arbitrators appointed by the Electricity Arbitration Association rules under this paragraph 5 shall determine such issues as are referred to him or them consistently with any determination by the Authority of a Dispute under paragraph 4, whether or not relating to the same or different facts.
- 5.6 The arbitrator of a Dispute under this paragraph 5 may order that the arbitration be stayed pending approval of a proposal to amend the Code under the Code Amendment Procedures by the Authority.
- 5.7 Subject to any order of the arbitrator, the Dispute Parties shall keep confidential and not use for any collateral or ulterior purpose the subject matter of the arbitration and all information, documents and materials produced for, or arising in relation to the arbitration including any relief granted save insofar as is necessary to enforce any such relief.
- 5.8 The arbitrator may make any award concerning the costs of the parties or the costs of the arbitration as he considers appropriate.

- 5.9 The determination of an arbitrator under this paragraph 5 shall be final and binding on the Dispute Parties.
- 5.10 Following a determination under this paragraph 5, each Dispute Party shall take such steps as are required to give effect to that determination including, without limitation, under this Code.

## SECTION J: INTERPRETATION AND DEFINITIONS

### 1. INTRODUCTION

- 1.1 This Section J sets out the general rules to be applied in interpreting this Code and any TO Construction Agreement and the defined terms used in this Code (other than those defined elsewhere in this Code).

### 2. INTERPRETATION AND CONSTRUCTION

- 2.1 In this Code and in each TO Construction Agreement:

2.1.1 the interpretation rules in this paragraph 2; and

2.1.2 the words and expressions defined in paragraph 3,

shall, unless the subject matter or context otherwise requires or is inconsistent therewith, apply.

- 2.2 If in order to comply with any obligation in the Code or any TO Construction Agreement any Party is under a duty to obtain, or in the case of NGET (where appropriate) procure that a User so obtain, the consent or approval (including any statutory licence or permission) ("**the Consent**") of a third party (or the Consent of another Party) such obligation shall be deemed to be subject to the obtaining of such Consent which the Party requiring the Consent shall use its reasonable endeavours to obtain or, in the case of NGET (where appropriate) procure that a User obtain, including (if there are reasonable grounds therefor) pursuing any appeal in order to obtain such Consent.

- 2.3 If such Consent is required from any Party then such Party shall grant such Consent unless it is unable to do so or it would be unlawful for it to do so provided that such grant by such Party may be made subject to such reasonable conditions as such Party shall reasonably determine.

- 2.4 For the avoidance of doubt if the Party who is under a duty to obtain, or in the case of NGET (where appropriate) to procure that a User so obtain, such Consent fails to obtain such Consent having complied with this paragraph 2, the obligation on that Party (in relation to which such Consent is required) shall cease.

- 2.5 Without limitation to paragraphs 2.2, 2.3 or 2.4, each Party shall, to the extent reasonably practicable, comply with any request from a Party for advice or assistance in connection with seeking, obtaining or maintaining Consents.

- 2.6 In this Code and in each TO Construction Agreement:

2.6.1 unless the context otherwise requires, all references to a particular paragraph, Part, Section, Schedule or Annex shall be a reference to that paragraph, Part, Section, Schedule or Annex in or to the Code;

- 2.6.2 a table of contents, headings and introductions are inserted for convenience only and shall be ignored in construing the Code or a TO Construction Agreement as the case may be;
- 2.6.3 references to the word "include" or "including" are to be construed without limitation to the generality of the preceding words;
- 2.6.4 a reference to an Act of Parliament or any part or section or other provision or schedule to an Act of Parliament is a reference to that Act of Parliament and to all orders, regulations, instruments or other subordinate legislation made under or deriving validity from the relevant Act of Parliament;
- 2.6.5 unless the context otherwise requires, any reference to an Act of Parliament, statutory provision, subordinate legislation or code ("**Legislation**") is a reference to such Legislation as amended and in force from time to time and to any Legislation which re-enacts or consolidates (with or without modification) any such Legislation; and
- 2.6.6 references to the masculine shall include the feminine and references in the singular shall include the plural and vice versa and words denoting persons shall include any individual, partnership, firm, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having separate legal personality.

### 3. DEFINITIONS

The following terms shall have the following meanings:

<b>"Accession Agreement"</b>	an agreement in the form set out in Schedule One whereby a Party Applicant accedes to the Framework Agreement;
<b>"Act"</b>	the Electricity Act 1989;
<b>"Affiliate"</b>	as defined in Standard Condition A1;
<b>"Affected User"</b>	as defined in the CUSC;
<b>"Agreed Transitional Timetable"</b>	as defined in sub-paragraph 10.1.1 of Section I;
<b>"Agreement for Energisation"</b>	A written statement produced by the Transmission Owner confirming that NGET may release an Energisation Notice to a User;
<b>"Agreement for Interim Operational Notification"</b>	A written statement produced by the Transmission Owner confirming that NGET may release an Interim Operational Notification to a User;
<b>"Alternative Amendment"</b>	an alternative to a Proposed Amendment proposed in

	accordance with Section B, sub-paragraph 7.2.2.8;
<b>"Amendment Procedures"</b>	the procedures to be followed in respect of amendments to the Code as set out in Section B, paragraph 7;
<b>"Amendment Register"</b>	the register established and maintained by the Committee Secretary in accordance with Section B, sub-paragraph 7.2.7.1;
<b>"Amendment Report"</b>	the report in respect of a Proposed Amendment or any Alternative Amendment as defined in Section B, sub-paragraph 7.2.5.11;
<b>"Apparatus"</b>	all equipment in which electrical conductors are used, supported or of which they may form a part;
<b>"Applicable STC Objectives"</b>	as defined in Standard Condition B12;
<b>"Approved Amendments"</b>	Proposed Amendments including Urgent Amendment Proposals or Alternative Amendments to the Code approved by the Authority in accordance with Section B;
<b>"Assessment"</b>	the analysis and impact assessment commissioned in accordance with and as defined in Section B, sub-paragraph 7.2.5.2;
<b>"Assessment and Report Phase"</b>	the process for assessing Proposed Amendments and any Alternative Amendments and formulating an Amendment Report as set out in Section B, sub-paragraph 7.2.5;
<b>"Authority"</b>	the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000;
<b>"Back-Stop Date"</b>	the date by which an item of Derogated Plant is to attain its Required Standard, as specified in or pursuant to a Transmission Derogation;
<b>"Base Rate"</b>	in respect of any day, the rate per annum which is equal to the base lending rate from time to time of Barclays Bank PLC as at the close of business on the immediately preceding Business Day;
<b>"Bi-annual Estimate"</b>	the estimate of payments required to be provided by NGET to a Transmission Owner in respect of a Construction Project and defined in respect of each Transmission Owner in its TO Construction Agreement with NGET for such Construction Project;
<b>"Black Start"</b>	the process necessary for a recovery from a Total Shutdown or

	Partial Shutdown;
<b>"BSC"</b>	as defined in Standard Condition C1 of NGET's Transmission Licence;
<b>"BSC Framework Agreement"</b>	as defined in Standard Condition C1 of NGET's Transmission Licence;
<b>"Business Day"</b>	any week day other than a Saturday on which banks are open for domestic business in the City of London;
<b>"Business Personnel"</b>	any person who: <ul style="list-style-type: none"> <li>(a) is an officer of the Party; or</li> <li>(b) is an employee of the Party, carrying out any administrative, finance or other corporate services of any kind which, wholly or in part, relate in the case of NGET, to the Main Business and in the case of a Transmission Owner, the Transmission Business; or</li> <li>(c) is engaged by or on behalf of the Party as an agent, sub-contractor or adviser to or otherwise to perform work in relation to services for in the case of NGET the Main Business and in the case of a Transmission Owner, the Transmission Business,</li> </ul> and <b>"Business Personnel"</b> shall be construed accordingly;
<b>"Calendar Quarter"</b>	each of the three calendar month periods commencing on, respectively, January 1, April 1, July 1 and September 1 each calendar year;
<b>"Chair"</b>	the person appointed in accordance with and as defined in Section B, sub-paragraph 6.1.4;
<b>"Change"</b>	any addition, replacement, refurbishment, renovation, modification, alteration, construction or withdrawal;
<b>"Code"</b>	this System Operator – Transmission Owner Code, as required by Standard Condition B12, as amended or modified from time to time and references to the Code include the Code as given contractual force and effect by the Framework Agreement;
<b>"Code Effective Date"</b>	the date of execution of the Framework Agreement;
<b>"Code Procedures"</b>	the procedures forming a part of this Code as more particularly defined in Section A, paragraph 2.3;

<b>"Code Website"</b>	the website for the Code established and maintained by NGET;
<b>"Commissioned"</b>	Plant and Apparatus certified by the Independent Engineer as having been commissioned in accordance with the relevant Commissioning Programme;
<b>"Commissioning Programme"</b>	in relation to a particular Construction Project, as defined in the TO Construction Agreement between NGET and the Transmission Owner to whose Transmission System the Relevant Connection Site is or will be Connected;
<b>"Commissioning Programme Commencement Date"</b>	as defined for a Commissioning Programme in the TO Construction Agreement between NGET and the Transmission Owner to whose Transmission System the Relevant Connection Site is or will be Connected;
<b>"Committee"</b>	the committee established and defined under Section B, sub-paragraph 6.1.1;
<b>"Committee Meeting"</b>	a meeting of the Committee as defined in Section B, sub-paragraph 6.1.2;
<b>"Committee Secretary"</b>	the secretary appointed from time to time in accordance with Section B, sub-paragraph 6.1.3;
<b>"Communications Plant"</b>	electronic communications network infrastructure, including control telephony, used to facilitate real-time communications;
<b>"Competent Authority"</b>	the Secretary of State, the Authority and any local or national agency, authority, department, inspectorate, minister (including Scottish ministers), ministry, official or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom or the European Community;
<b>"Completion Date"</b>	in relation to a Construction Project, as defined in respect of each Transmission Owner in its TO Construction Agreement with NGET;
<b>"Condition C17 Statement"</b>	as defined in Section C, Part Three, paragraph 8.1;
<b>"Confidential Information"</b>	means: <ul style="list-style-type: none"> <li>(a) in the case of NGET, any information relating to the affairs of a Transmission Owner which is furnished to NGET or its Business Personnel under this Code or any TO Construction Agreement or pursuant to a direction under section 34 of the Act or pursuant to the provisions of the Fuel Security Code; and</li> <li>(b) in the case of a Transmission Owner, all data and</li> </ul>

information relating to the affairs of a Party or User supplied to it or its Business under the provisions of this Code or any TO Construction Agreement or pursuant to a direction under section 34 of the Act or pursuant to the provisions of the Fuel Security Code;

<b>"Connection"</b>	a direct connection to the GB Transmission System by a User (and <b>"Connected"</b> shall be construed accordingly);
<b>"Connection Conditions"</b>	that part of the Grid Code which is identified as the Connection Conditions;
<b>"Connection Entry Capacity"</b>	the figure specified as such for a Connection Site and each Generating Unit as set out in the relevant NGET Construction Application;
<b>"Connection Point"</b>	as defined in the Grid Code as at the Code Effective Date;
<b>"Connection Site"</b>	each location at which User Equipment and Transmission Connection Assets required to connect that User to the GB Transmission System are situated. If two or more Users own or operate Plant and Apparatus which is connected at any particular location that location shall constitute two (or the appropriate number of) Connection Sites;
<b>"Connection Site Specification"</b>	as defined in Section D, Part One, sub-paragraph 2.6.1;
<b>"Consents"</b>	in relation to a particular Construction Project, as defined in the relevant TO Construction Agreement, and otherwise as defined in this Section J, paragraph 2.2;
<b>"Construction Assumptions Date"</b>	<p>in respect of each Transmission Owner, the date on which such Transmission Owner:</p> <ul style="list-style-type: none"><li>(a) receives Construction Planning Assumptions from NGET pursuant to Section D, Part Two, paragraph 3.2; or</li><li>(b) receives notice that NGET does not intend to generate a set of Construction Planning Assumptions under Section D, Part Two, paragraph 3.3,</li></ul> <p>in relation to the Construction Project to which such Construction Planning Assumptions apply;</p>
<b>"Construction Party"</b>	as defined in Section D, Part Two, paragraph 2.2;
<b>"Construction Planning"</b>	The background comprising information held by NGET relating to the GB Transmission System, [and User System(s) (as

<b>"Assumptions"</b>	appropriate)], including data submitted pursuant to or included within the Grid Code, CUSC Contracts and any other data held by NGET.
<b>"Construction Project"</b>	as defined in Section D, Part Two, paragraph 2.1;
<b>"Core Industry Document"</b>	as defined in Standard Condition A1;
<b>"Current User"</b>	as defined in sub-paragraph 8.2.1 of Section I;
<b>"Current User Application"</b>	as defined in sub-paragraph 8.2.3 of Section I;
<b>"CUSC"</b>	as defined in Standard Condition C1 of NGET's Transmission Licence;
<b>"CUSC Contract"</b>	as defined in the Grid Code;
<b>"CUSC Framework Agreement"</b>	as defined in Standard Condition C1 of NGET's Transmission Licence;
<b>"CUSC Party"</b>	as defined in Standard Condition A1;
<b>"Customer"</b>	a person to whom electrical power is provided (whether or not he is the provider of such electrical power) other than power to meet Station Demand of that person;
<b>"Data Registration Code"</b>	that part of the Grid Code that is identified as the Data Registration Code;
<b>"Decommissioning Actions"</b>	the procedures, processes and steps required to be taken by Parties as defined in Section B, sub-paragraph 5.1.3;
<b>"Decreasing User"</b>	a User considering a reduction in their TEC to enable the Increasing User to increase their TEC as part of a TEC Trade;
<b>"De-energisation"</b>	the movement of any isolator, breaker or switch or the removal of any fuse whereby no electricity can flow to or from the relevant System through User Equipment;
<b>"Default Interest Rate"</b>	the Base Rate at the due date for payment of an amount under the Code plus two per cent per annum;
<b>"Default Planning Boundary"</b>	the boundary between a Transmission Owner's Transmission System and a User System that is considered as the default by the Transmission Owner for the purpose of planning and developing the GB Transmission System in relation to Construction Projects at a Relevant Connection Site and determined in accordance with Section D, Part One, paragraph 3;

<b>"Derogated Plant "</b>	Plant or Apparatus which is the subject of a Transmission Derogation;
<b>"De-Synchronised Island Procedure"</b>	as defined in the Grid Code as at the Code Effective Date;
<b>"Directive"</b>	includes any present or future directive, requirement, instruction, direction or rule of any Competent Authority, (but only, if not having force in law, if compliance with the Directive is in accordance with the general practice of persons to whom the Directive is addressed) and includes any modification, extension or replacement thereof then in force;
<b>"Disclose"</b>	disclose, reveal, report, publish or transfer by any means and <b>"Disclosure"</b> and <b>"Disclosing"</b> shall be construed accordingly;
<b>"Dispute"</b>	a failure to agree or other dispute between the Parties under or otherwise arising in relation to the subject matter of the Code or a TO Construction Agreement including, without limitation, a dispute involving a breach or alleged breach of this Code or a TO Construction Agreement;
<b>"Dispute Notice"</b>	a notice sent to the Authority and each of the other Dispute Parties in order to raise a Dispute under Section H, paragraph 3.2 setting out the details of the Dispute;
<b>"Dispute Parties"</b>	a Party initiating a Dispute and each other Party which is, or is likely to be, materially affected by such Dispute;
<b>"Distribution Code(s)"</b>	the distribution code(s) drawn up pursuant to Distribution Licences as from time to time revised in accordance with such licences;
<b>"Distribution Licence"</b>	a licence issued under section 6(1)(c) of the Act;
<b>"Distribution System"</b>	as defined in the CUSC as at the Code Effective Date;
<b>"Earthing"</b>	as defined in the Grid Code as at the Code Effective Date;
<b>"Effective Date"</b>	In relation to each TO Construction Agreement, unless otherwise agreed between the relevant Parties, the date of execution of such TO Construction Agreement;
<b>"Electricity Arbitration Association"</b>	the unincorporated members' club of that title formed inter alia to promote the efficient and economic operation of the procedure for the resolution of disputes within the electricity supply industry by means of arbitration or otherwise in

	accordance with its arbitration rules;
<b>"Embedded User"</b>	any User whose User Equipment is not Connected;
<b>"Emergency Return to Service Time"</b>	the period of time required for a Transmission Owner to restore the part(s) of a Transmission System affected by an Outage so that such part(s) or any other relevant parts of the Transmission System can again be made available, to the extent identified in the Outage Plan, for the purpose of conveying and affecting the flow of electricity pursuant to Section C, Part Two, sub-paragraph 3.7.7;
<b>"Energisation"</b>	the movement of any isolator, breaker or switch or the insertion of any fuse so as to enable Energy to flow from and to the relevant System through Equipment (and <b>"Energised"</b> shall be construed accordingly);
<b>"Energy"</b>	the electrical energy produced, flowing or supplied by an electric circuit during a time interval, being the integral with respect to time of the power, measured in units of watt-hours or standard multiples thereof i.e.  1000 Wh = 1kWh  1000 kWh = 1 MWh  1000MWh = 1 GWh  1000 GWh = 1 TWh
<b>"Engineering Charges"</b>	the charges levied, by each Transmission Owner, in relation to a NGET Construction Application or NGET Request for a Statement of Works;
<b>"Evaluation Phase"</b>	the phase for evaluation of Proposed Amendments and any Alternative Amendments under Section B, sub-paragraph 7.2.4;
<b>"Event"</b>	an unscheduled or unplanned occurrence on, or relating to, a Transmission System including, without limitation, faults, incidents, breakdowns and adverse weather conditions;
<b>"Exchange Rate Request"</b>	as defined in the CUSC as at the Code Effective Date;
<b>"Exemption"</b>	an exemption granted under section 5 of the Act;
<b>"External Interconnections"</b>	as defined in the Grid Code as at the Code Effective Date;
<b>"Financial Year"</b>	the period of 12 months ending on 31 March in each calendar

	year;
<b>"Flexibility Parameters"</b>	as defined in Section C, Part Two, paragraph 3.7;
<b>"Force Majeure"</b>	in relation to any Party, any event or circumstance which is beyond the reasonable control of such Party and which results in or causes the failure of that Party to perform any of its obligations under the Code including act of God, strike, lockout or other industrial disturbance, act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, accumulation of snow or ice, lack of water arising from weather or environmental problems, explosion, fault or failure of Plant and Apparatus (which could not have been prevented by Good Industry Practice), governmental restraint, Act of Parliament, other legislation, bye law and Directive (not being any order, regulation or direction under sections 32, 33, 34 and 35 of the Act) provided that lack of funds or performance or non-performance by an Other Code Party shall not be interpreted as a cause beyond the reasonable control of that Party;
<b>"Framework Agreement"</b>	the agreement of that title, in the form approved by the Secretary of State, by which this Code is made contractually binding between the parties to that agreement, as amended from time to time with the approval of the Secretary of State;
<b>"Fuel Security Code"</b>	the Code of that name designated by the Secretary of State, as from time to time modified in accordance with the Transmission Licences ;
<b>"GB Transmission System"</b>	as defined in Standard Condition A1;
<b>"GB Transmission System Performance Report"</b>	as defined in Section C, Part Three, paragraph 8.5;
<b>"GB Transmission System Performance Report Timetable"</b>	as defined in Section C, Part Three, paragraph 8.3;
<b>"Generating Unit"</b>	unless otherwise provided in the Grid Code as at the Code Effective Date any Apparatus which produces electricity;
<b>"Generator"</b>	a person who generates electricity under licence or exemption under the Act;
<b>"Go Live Date"</b>	the date which the Secretary of State indicates in a direction shall be the BETTA go-live date;

<b>"Good Industry Practice"</b>	in relation to any undertaking and any circumstances, 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;
<b>"Great Britain" or "GB"</b>	England and Wales and Scotland;
<b>"Grid Code"</b>	the code of that name drawn up pursuant to NGET's Transmission Licence, as from time to time modified in accordance with NGET's Transmission Licences;
<b>"High Voltage" or "HV"</b>	as defined in the Grid Code as at the Code Effective Date;
<b>"Implementation Date"</b>	the date proposed as the date for the implementation of a Proposed Amendment or any Alternative Amendment in accordance with and as defined in Section B, sub-paragraph 7.2.5.8(e);
<b>"Implementation Dispute"</b>	as defined in Section H, paragraph 4.6;
<b>"Increasing User"</b>	a User considering an increase in their TEC as a direct result of a reduction in the Decreasing User's TEC as part of a TEC Trade;
<b>"Independent Engineer"</b>	<p>the engineer specified as such in a TO Construction Agreement. Provided that:</p> <ul style="list-style-type: none"> <li>(a) where the Parties to the TO Construction Agreement fail to agree on a suitable engineer within 120 days of the date of the TO Construction Agreement; or</li> <li>(b) where any Independent Engineer appointed from time to time shall fail, refuse or cease to act in a capacity set out in the TO Construction Agreement and no substitute engineer of suitable standing and qualification can be agreed by the Parties to the TO Construction Agreement within 30 calendar days;</li> </ul> <p>then such engineer as the President of the Institution of Electrical Engineers shall, on the application of either Party, nominate shall be the Independent Engineer.</p>
<b>"Intellectual Property Rights"</b>	patents, trade marks, service marks, rights in designs, trade names, copyrights and topography rights (whether or not any of the same are registered and including applications for registration of any of the same) and rights under licences and consents in relation to any of the same and all rights or forms of protection of a similar nature or having equivalent or similar

	effect to any of the same which may subsist anywhere in the world;
<b>"Interim Operational Notification"</b>	Certification issued by NGET to the User from time to time to allow the User Equipment to be, or remain, synchronised.
<b>"Interim SYS"</b>	the interim GB SYS referred to in Standard Condition C11 of NGET's Transmission Licence;
<b>"Interconnector"</b>	as defined in the BSC as at the Code Effective Date;
<b>"Interface Agreement"</b>	an agreement entered into by a Transmission Owner with a User pursuant to Section C, Part Three, paragraph 3.1;
<b>"Interruption"</b>	as defined in the CUSC;
<b>"Interruption Payment"</b>	the payment to be made by the relevant Transmission Owner to NGET, as determined in accordance with Schedule 10 Part 4;
<b>"Interruption Period"</b>	as defined in the CUSC;
<b>"Investigation Party"</b>	as defined in Section C, Part Three, sub-paragraph 4.2.1;
<b>"Isolation"</b>	as defined in the Grid Code as at the Code Effective Date;
<b>"Joint Investigation"</b>	an investigation conducted jointly by Investigation Parties and, where relevant, other persons into a Significant Incident or Related Significant Incidents or a Possible Relevant Interruption under Section C, Part Three, paragraph 4.2;
<b>"Joint Project Party"</b>	as defined in Section D, Part Two, paragraph 8.1;
<b>"Legal Requirement"</b>	any Act of Parliament, regulation, licence or Directive;
<b>"Legislation"</b>	as defined in paragraph 2.6.5 of this Section J;
<b>"Licence Standards"</b>	the standards and requirements, in respect of each Party, referred to in its Transmission Licence and in accordance with which: <ul style="list-style-type: none"> <li>(a) such Party is required to plan and develop its Transmission System; and</li> <li>(b) NGET is required to co-ordinate and direct the flow of electricity onto and over the GB Transmission System,</li> </ul> as varied from time to time in respect of a Transmission Owner by a Transmission Derogation or, in the case of NGET, by any relevant direction issued by the Authority;

<b>"Liquidated Damages"</b>	as defined separately between NGET and each Transmission Owner undertaking Works as part of a Construction Project in an applicable TO Construction Agreement;
<b>"Local Joint Restoration Plan"</b>	as defined in the Grid Code as at the Code Effective Date;
<b>"Local Safety Instructions"</b>	as defined in the Grid Code as at the Code Effective Date;
<b>"Local Switching Procedure"</b>	as defined in the Grid Code as at the Code Effective Date;
<b>"Low Voltage" or "LV"</b>	as defined in the Grid Code as at the Code Effective Date;
<b>"Main Business"</b>	any business of NGET as at the Code Effective Date and any business which NGET must carry out under its Transmission Licence;
<b>"Material Effect"</b>	<p>where used in relation to the identification of a Modification only, shall mean an effect causing:</p> <ul style="list-style-type: none"> <li>(a) NGET or a Transmission Owner to effect any works or to alter the manner of operation of Transmission Plant or Transmission Apparatus at a Connection Site; or</li> <li>(b) a User to effect any works or to alter the manner of operation or Plant or Apparatus at the Connection Site or the site of connection,</li> </ul> <p>which, in either case, involves NGET or the relevant Transmission Owner or User in expenditure of more than £10,000;</p> <p>The phrase "material effect" where otherwise used in the Code shall not be construed as being so limited.</p>
<b>"Medium Voltage" or "MV"</b>	as defined in the Grid Code as at the Code Effective Date;
<b>"Modification"</b>	<p>any:</p> <ul style="list-style-type: none"> <li>(a) actual or proposed replacement, renovation, modification, alteration, or construction by or on behalf of a User or a Transmission Owner to either the User's Plant or Apparatus or the manner of its operation or the Transmission Owner's Transmission Plant or Transmission Apparatus or the manner of its operation which in either case has or may have a Material Effect on a User at a particular Connection Site;</li> <li>(b) Replacement of Assets (irrespective of whether such</li> </ul>

Replacement of Assets has a Material Effect on a User at a particular Connection Site); or

(c) increase in Transmission Entry Capacity, not otherwise associated with the construction or modification of User Equipment, requested by a User under the CUSC; or

(d) Transmission Construction Works associated with an earlier Request for a Statement of Works;

<b>"Network Operator"</b>	as defined in the Grid Code as at the Code Effective Date;
<b>"New Connection"</b>	a new or proposed Connection for which NGET has received a User Application but in respect of which a New Connection Site has not yet become Connected and Energised;
<b>"New Connection Site"</b>	the proposed Connection Site for a New Connection;
<b>"New Construction Planning Assumptions"</b>	as defined in sub-paragraph 9.2.1 of Section I;
<b>"New Transitional Application"</b>	as defined in sub-paragraph 9.1.3 of Section I;
<b>"NGET"</b>	National Grid Electricity Transmission plc (No 2366977) whose registered office is at 1-3 Strand, London WC2N 5EH;
<b>"NGET Application Date"</b>	in respect of each Transmission Owner, the date on which such Transmission Owner receives an effective NGET Construction Application or NGET Request for a Statement of Works in relation to a Construction Project;
<b>"NGET Charges"</b>	charges comprising Interruption Payments;
<b>"NGET Connection Application"</b>	an application made by NGET to a Transmission Owner pursuant to Section D, Part Two, paragraph 2.2 in relation to the construction of a New Connection Site and containing the information set out in Schedule Five;
<b>"NGET Construction Application"</b>	as defined in Section D, Part Two, sub-paragraph 2.1.2;
<b>"NGET Investment Plan"</b>	as defined in Section D, Part One, sub-paragraph 2.1.4;
<b>"NGET Modification Application"</b>	an application made by NGET to a Transmission Owner pursuant to Section D, Part Two, paragraph 2.2 in relation to the construction of a Modification and containing the information set out in Schedule Six;
<b>"NGET Request for a</b>	an application made by NGET to a Transmission Owner

<b>Statement of Works”</b>	pursuant to Section D, Part Four, paragraph 24.1 in relation the assessment of the impact on the GB Transmission System of a Power Station connecting to a Distribution System and containing the information set out in Schedule 13;
<b>NGET TEC Exchange Rate Application</b>	an application made by NGET to a Transmission Owner pursuant to Section D, Part Three, paragraph 1.1 in relation to the calculation of a TO TEC Exchange Rate and containing the information set out in Schedule 11;
<b>"Non-Embedded Customer"</b>	as defined in the CUSC as at the Code Effective Date;
<b>"Non-Performing Party"</b>	a Party that is unable to carry out any of its obligations under the Code in accordance with Section G, paragraph 8.1;
<b>"Normal Capability Limits"</b>	as defined in Section C, Part One, sub-paragraph 3.1.1;
<b>"One Off Works"</b>	the works described as such in a TO Construction Agreement;
<b>"Operating Code"</b>	that part of the Grid Code which is identified as the Operating Code;
<b>"Operational"</b>	in relation to Works undertaken by a Transmission Owner as part of a Construction Project, means that such Works have been completed and, in the case of Works at a Connection Site, Commissioned so that, subject to any Works being undertaken by NGET or another Transmission Owner, the User can use the GB Transmission System and any User Equipment the subject of the Construction Project to undertake those acts and things capable of being undertaken pursuant to the CUSC;
<b>"Operational Capability Limits"</b>	as defined in Section C, Part One, paragraph 4.3;
<b>"Operational Effect"</b>	an effect which causes the GB Transmission System to operate (or be at a materially increased risk of operating) differently to the way in which it would or may have normally operated in the absence of such effect;
<b>"Other Code"</b>	as the context admits or requires, any of the CUSC, CUSC Framework Agreement, Grid Code, BSC, BSC Framework Agreement and any agreement entered into pursuant to any of these;
<b>"Other Code Party"</b>	other than NGET, a party (including its officers, employees or agents) to or under any Other Code;
<b>"Outage"</b>	(as the context admits or requires):

- (a) a planned temporary reduction in the extent to which Transmission Services are provided by a Transmission Owner pursuant to Section C, Part One, paragraph 2.1; or
- (b) a planned temporary withdrawal from service (either partially or completely) of NGET Plant and Apparatus in England and Wales comprising part of the GB Transmission System;

<b>"Outage Change"</b>	has the meaning given in the Transmission Licence;
<b>"Outage Implementation Process"</b>	as defined in Section C, Part Two, paragraph 6.1;
<b>"Outage Plan"</b>	the plan for the placement of Outages for each Financial Year developed and maintained by NGET in accordance with Section C, Part Two;
<b>"Outage Proposal"</b>	the proposal in respect of proposed Outages for each Financial Year developed, maintained and submitted to NGET by each Transmission Owner in accordance with, and including those matters set out in, Section C, Part Two;
<b>"Part"</b>	a part of this Code as referred to herein;
<b>"Partial Shutdown"</b>	the same as a Total Shutdown except that all generation has ceased in a separate part of the Total System and there is no electricity supply from External Interconnections or other parts of the Total System to that part of the Total System and, therefore that part of the Total System is shutdown, with the result that it is not possible for that part of the Total System to begin to function again without NGET's directions relating to Black Start;
<b>"Party"</b>	as defined in Section B, paragraph 2.1;
<b>"Party Applicant"</b>	a Transmission Licensee wishing to enter into the Framework Agreement;
<b>"Party Details"</b>	the details required from a Party and Party Applicant under Section B, sub-paragraph 3.1.2 and paragraph 4.1 as applicable;
<b>"Party Entry Processes"</b>	the procedures, processes and steps required to be taken by a Party on entry to the Code as defined in Section B, sub-paragraph 3.2.3;
<b>"Party Liable"</b>	as defined in Section G, paragraph 4.2;

<b>"Party Representatives"</b>	the representatives of the Parties as defined in Section B, sub-paragraph 6.1.2;
<b>"Paying Party"</b>	as defined in Section E, paragraph 3.1;
<b>"Permitted Activities"</b>	activities carried on by: <ul style="list-style-type: none"> <li>(a) NGET, for the purposes of its Main Business; and</li> <li>(b) a Transmission Owner, for the purpose of its Transmission Business;</li> </ul>
<b>"Planned Works"</b>	as defined in Section D, Part One, sub-paragraph 2.1.2.3;
<b>"Planning Assumptions"</b>	in respect of each Transmission Owner: <ul style="list-style-type: none"> <li>(a) NGET's forecasts of power flows onto and off the Transmission Owner's Transmission System under conditions which NGET reasonably foresees will arise in the course of a Financial Year; or</li> <li>(b) information which NGET reasonably considers is necessary to allow the Transmission Owner to forecast power flows on to and off a Transmission Owner's Transmission System under conditions which NGET reasonably foresees will arise in the course of a Financial Year of operation,</li> </ul> <p>developed, in each case, in accordance with Schedule Three;</p>
<b>"Planning Code"</b>	that part of the Grid Code which is identified as the Planning Code;
<b>"Plant"</b>	fixed and moveable items used in the generation and/or supply and/or transmission of electricity other than Apparatus;
<b>"Possible Relevant Interruption"</b>	means an Interruption which requires investigation to ascertain whether or not it is a Relevant Interruption;
<b>"Power Station"</b>	as defined in the CUSC as at the Code Effective Date;
<b>"Proceedings"</b>	as defined in Section G, paragraph 17.1;
<b>"Progress Report"</b>	the progress report prepared and submitted by the Committee in accordance with Section B, sub-paragraph 7.2.8.1;
<b>"Proposed Amendment"</b>	a proposed amendment to this Code as defined at Section B,

	sub-paragraph 7.2.2.3;
<b>"Proposed Amendment Report"</b>	the proposed form of the Amendment Report developed in accordance with and as defined in Section B, sub-paragraph 7.2.5.8;
<b>"Proposer"</b>	a Party or other person making a proposal for an amendment to the Code as defined in Section B, paragraph 7.2.2.1;
<b>"Protection"</b>	as defined in the Grid Code as at the Code Effective Date;
<b>"Quorum"</b>	the quorum required for a Committee Meeting as defined in Section B, sub-paragraph 6.4.5;
<b>"Reasonable Charges"</b>	reasonable cost reflective charges comparable to charges for similar services obtainable in the open market;
<b>"Receiving Party"</b>	as defined in Section E, paragraph 3.1;
<b>"Reference Notice"</b>	a notice sent to the Authority or the Electricity Arbitration Association (as appropriate) and copied to each other Dispute Party in relation to a Dispute under Section H, paragraphs 4.1 or 5.1 setting out details of the Dispute;
<b>"Regulations"</b>	the Electricity Safety, Quality and Continuity Regulations 2002;
<b>"Related Significant Incidents"</b>	a series of Significant Incidents in which one or more Significant Incidents cause or exacerbate one or more other Significant Incidents;
<b>"Related Undertaking"</b>	as defined in Standard Condition A1;
<b>"Relevant Connection Site"</b>	in respect of each Construction Project, Exchange Rate Request or Request for a Statement of Works: <ul style="list-style-type: none"> <li>(a) the Connection Site or New Connection Site which is the subject of the relevant User Application; or</li> <li>(b) in the case of a User Application made to NGET by an Embedded User, the connection site of such Embedded User;</li> </ul>
<b>"Relevant Embedded Small Power Station or RESPS"</b>	As defined in the CUSC
<b>"Relevant Instrument"</b>	any or, as the context may require, a particular one of the following: <ul style="list-style-type: none"> <li>(a) the Act and all subordinate legislation made under the Act;</li> </ul>

(b) the Data Protection Act 1998 and all subordinate legislation made under it;

(c) any Transmission Licence and any determination or notice made or issues by the Authority pursuant to the terms thereof,

and whether under any of the foregoing or otherwise, all authorisations, approvals, licences, exemptions, filings, registrations, notarisations, consents, guidelines and other matters which are required or which a Party acting in accordance with Good Industry Practice would obtain or comply with for the purposes of the Code, of or from any Competent Authority;

<b>"Relevant Interruption"</b>	as defined in the CUSC;
<b>"Relevant Parties"</b>	the Parties to a Code Procedure or proposed new Code Procedure;
<b>"Replacement of Assets"</b>	any replacement of Transmission Connection Assets by NGET or a Transmission Owner which is the subject of, or otherwise requires, notice to be given by NGET to a User under and pursuant to the CUSC;
<b>RESPS Criteria</b>	as defined in the CUSC;
<b>RESPS Thresholds</b>	as defined in the CUSC;
<b>RESPS Methodology</b>	as defined in the CUSC;
<b>"Request for a Statement of Works"</b>	an application made by a User to NGET under and pursuant to the CUSC in order that the impact on the GB Transmission System of a Power Station connecting to that User's Distribution System may be assessed;
<b>"Required Standard"</b>	in relation an item of Derogated Plant, the respective standard required of that item (which shall not exceed that required by the Grid Code or the Licence Standard(s) as specified in or pursuant to a Transmission Derogation);
<b>"Safety Co-ordinators"</b>	As defined in the Grid Code as at the Code Effective Date;
<b>"Safety Rules"</b>	the rules of NGET, a Transmission Owner or a User that seek to ensure that persons working on Plant and/or Apparatus to which the rules apply are safeguarded from hazards arising from the System;
<b>"Schedule"</b>	a schedule to and forming a part of this Code as referred to herein;

<b>"Scottish NSLPAs"</b>	the agreement (as from time to time amended) between SP Transmission Limited and British Energy Generation (UK) Limited in relation to (i) Hunterston power station and Torness power station and (ii) the agreement (as from time to time amended) between SP Transmission Limited and British Nuclear Fuels plc in relation to Chapelcross power station.
<b>"Section"</b>	a section of and forming a part of this Code as referred to herein;
<b>"Secured Event"</b>	as defined in respect of the GB Transmission System and each of the Parties' Transmission Systems in the Licence Standards;
<b>"Services Capability Specification"</b>	the specification of Transmission Owner Services provided and maintained in accordance with Section C, Part One, paragraph 3.1;
<b>"Services Reduction"</b>	as defined in Section C, Part One, sub-paragraph 4.1.2;
<b>"Services Reduction Risk"</b>	as defined in Section C, Part One, sub-paragraph 4.5.2;
<b>"Services Restoration Proposal"</b>	as defined in Section C, Part One, sub-paragraph 4.6.4;
<b>"Seven Year Statement"</b>	the annual statement prepared by NGET in accordance with Section D, Part One, paragraph 4 and Standard Condition C11 of its Transmission Licence;
<b>"Seven Year Statement Works"</b>	the works set out for a Transmission Owner in the Seven Year Statement and in a TO Construction Agreement which in such Transmission Owner's reasonable opinion are required to be completed before the Completion Date to ensure that the GB Transmission System complies with the requirements of Standard Condition C17 of NGET's Transmission Licence prior to a Construction Project being made Operational;
<b>"Significant Incident"</b>	<p>an Event which any Party determines, pursuant to Section C, Part Three, paragraph 4.1.3, has had or may have a significant effect on the GB Transmission System including, without limitation, an Event(s) having an Operational Effect which results in, or may result in:</p> <ul style="list-style-type: none"> <li>(a) operation of Plant and/or Apparatus either manually or automatically;</li> <li>(b) voltage on any part of the GB Transmission System moving outside statutory limits;</li> </ul>

	(c) frequency of any part of the GB Transmission System falling outside statutory limits; or
	(d) instability of any part of the GB Transmission System.
<b>"Site Responsibility Schedule"</b>	as defined in the Grid Code as at the Code Effective Date;
<b>"Standard Condition"</b>	a standard condition of Transmission Licences;
<b>"Standard Planning Data"</b>	the data listed in Part 1 of Appendix A of the Planning Code;
<b>"Station Demand"</b>	as defined in the CUSC as at Code Effective Date;
<b>"Statement of Works Assumptions Date"</b>	in respect of each Transmission Owner, the date on which such Transmission Owner: <ul style="list-style-type: none"> <li>(a) receives Statement of Works Planning Assumptions from NGET pursuant to Section D, Part Four, paragraph 32.2; or</li> <li>(b) receives notice that NGET does not intend to generate a set of Statement of Works Planning Assumptions under Section D, Part Four, paragraph 32.3,</li> </ul> in relation to the Statement of Works Project to which such Statement of Works Planning Assumptions apply;
<b>"Statement of Works Party"</b>	as defined in Section D, Part Four, paragraph 24.1;
<b>"Statement of Works Planning Assumptions"</b>	as defined in Section D, Part Four, paragraph 32.1;
<b>"Statement of Works Project"</b>	refers to the project associated with a NGET Request for a Statement of Works;
<b>"SYS Programme"</b>	as defined in Section D, Part One, sub-paragraph, 4.1.2;
<b>"System"</b>	as defined in the CUSC as at the Code Effective Date;
<b>"System Construction"</b>	Transmission Reinforcement Works or any other Works required to be undertaken by a Transmission Owner in order to facilitate the use or change in the use of the GB Transmission System by a User;
<b>"System Construction Application"</b>	an application made by NGET to a Transmission Owner pursuant to Section D, Part Two, paragraph 2.2 in relation to System Construction and containing the information set out in Schedule Seven;

<b>"TEC Exchange Assumption Date"</b>	<p>in respect if each Transmission Owner, the date on which such Transmission Owner:</p> <p>(a) receives TEC Exchange Planning Assumptions from NGET pursuant to Section D, Part Three, paragraph 2.2; or</p> <p>(b) receives notice that NGET does not intent to generate a set of Construction Planning Assumptions under Section D, Part Two, paragraph 2.3,</p> <p>in relation to the NGET TEC Exchange Rate Application to which such TEC Exchange Planning Assumption apply;</p>
<b>"TEC Exchange Party"</b>	as defined in Section D, Part Three, paragraph 1.1;
<b>"TEC Exchange Planning Assumption"</b>	as defined in Section D, Part Three, paragraph 2.1;
<b>"TEC Trade"</b>	as defined in the CUSC as of the Code Effective Date;
<b>"Tests"</b>	tests involving simulating conditions or the controlled application of irregular, unusual or extreme conditions on a Transmission System or any part of a Transmission System or any other tests of a minor nature but which do not include commissioning or re-commissioning tests (and " <b>Testing</b> " shall be construed accordingly);
<b>"Third Party Works"</b>	the works specified as such in a TO Construction Agreement;
<b>"TO Charges"</b>	charges comprising the TO General System Charges and TO Site-Specific Charges;
<b>"TO Commissioning Programme"</b>	the sequence of operations/tests necessary to connect User Works and Transmission Connection Asset Works to the GB Transmission System for the purpose of making the User Works available for operation to be determined, in respect of a Transmission Owner, pursuant to the relevant TO Construction Agreement between such Transmission Owner and NGET;
<b>"TO Construction Agreement"</b>	as defined in Schedule Eight, sub-paragraph 1.1.3;
<b>"TO Construction Offer"</b>	an offer made by a Transmission Owner to NGET pursuant to Section D, Part Two, paragraph 4 and containing those matters set out in Schedule Eight;
<b>"TO Construction Programme"</b>	as agreed between NGET and a Transmission Owner in relation to a Construction Project, or part of a Construction Project, and set out in the relevant TO Construction

	Agreement;
<b>"TO Final Sums"</b>	the amount payable by NGET on termination of a TO Construction Agreement being the aggregate from time to time and for the time being of: <ul style="list-style-type: none"> <li>(a) all Engineering Charges arisen prior to the date of termination;</li> <li>(b) fees, expenses and costs (excluding costs on account of interest charges incurred by the Transmission Owner) of whatever nature reasonably and properly incurred or due by the Transmission Owner in respect of any part of the Transmission Construction Works;</li> </ul>
<b>"TO General System Charges"</b>	as defined in Section E, sub-paragraph 2.1.1;
<b>"TO Site Specific Charges"</b>	as defined in Section E, sub-paragraph 2.1.2;
<b>"TO Statement of Works Notice"</b>	as defined in Section D, Part Four, paragraph 43.1;
<b>"TO TEC Exchange Rate"</b>	the Transmission Entry Capacity available to a specific User as a direct result of a specific reduction in the Transmission Entry Capacity available to another User as calculated by a Transmission Owner and provided to NGET in accordance with Schedule 12;
<b>"Total System"</b>	the GB Transmission System and all User Systems in Great Britain;
<b>"Total Shutdown"</b>	as defined in the Grid Code as at the Code Effective Date;
<b>"Transition Period"</b>	as defined in Standard Condition A1;
<b>"Transitional Connection Site"</b>	as defined in sub-paragraph 9.1.3.1 of Section I;
<b>"Transitional Connection Site Specification"</b>	as defined in sub-paragraph 8.1.1 of Section I;
<b>"Transitional Construction Planning Assumptions"</b>	as defined in sub-paragraph 8.3.1 of Section I;
<b>"Transitional Implementation Dispute"</b>	as defined in paragraph 13.5 of Section I;
<b>"Transitional Investment"</b>	as defined in sub-paragraph 7.1.1 of Section I;

## Plans"

"Transitional NGET Investment Plan"	as defined in sub-paragraph 7.2.1 of Section I;
"Transitional Outage Plan"	as defined in sub-paragraph 5.1.1 of Section I;
"Transitional Outage Proposal"	as defined in sub-paragraph 5.2.1 of Section I;
"Transitional Planning Assumptions"	as defined in sub-paragraph 7.3.1 of Section I;
"Transitional Services Capability Specification"	as defined in paragraph 4.1 of Section I;
"Transmission"	when used in conjunction with another term relating to equipment, whether defined or not, that the associated term is to be read as being part of or directly associated with the GB Transmission System and not of or with a User System;
"Transmission Business"	as defined in Standard Condition A1;
"Transmission Connection Asset(s)"	the assets specified as Transmission Connection Assets: <ul style="list-style-type: none"><li>(a) in the Connection Site Specification; and</li><li>(b) in relation to assets still being constructed, in the relevant TO Construction Agreement;</li></ul>
"Transmission Connection Asset Works"	the works specified as such in a TO Construction Agreement;
"Transmission Construction Works"	as defined in Schedule Eight, sub-paragraph 1.1.3;
"Transmission Derogation"	a direction issued by the Authority relieving a Transmission Owner from the obligation under its Transmission Licence to comply with standards or requirements in accordance with which it is otherwise required to plan and develop its Transmission System (including any conditions which apply in respect of such derogation, and " <b>Derogated</b> " shall be construed accordingly;
"Transmission Entry Capacity"	the figure specified as such for a Connection Site in a NGET Construction Application or NGET TEC Exchange Application;
"Transmission Information"	information related to the planning, development, operation or configuration of any part of a Transmission System or of the

	GB Transmission System, but not including User Data;
<b>"Transmission Investment Plan"</b>	the plan developed by each Transmission Owner in relation to the development and maintenance each Financial Year of its Transmission System pursuant to Section D, Part One, sub-paragraph 2.1.1 and containing those matters set out in sub-paragraph 2.1.2;
<b>"Transmission Licence"</b>	a transmission licence granted or treated as granted under section 6(1)(b) of the Act;
<b>"Transmission Licence Conditions"</b>	the conditions contained in and amended from time to time in accordance with a Transmission Licence;
<b>"Transmission Licensee"</b>	the holder for the time being of a Transmission Licence;
<b>"Transmission Owner"</b>	Scottish Hydro-Electric Transmission Limited or SP Transmission Limited or such other person in relation to whose Transmission Licence the Standard Conditions in Section D (transmission owner standard conditions) have been given effect;
<b>"Transmission Owner Site"</b>	a site owned (or occupied pursuant to a lease, licence or other agreement) by a Transmission Owner in which there is a Connection. For the avoidance of doubt, a site owned by a User but occupied by a Transmission Owner is a Transmission Owner Site;
<b>"Transmission Reinforcement Works"</b>	in relation to a particular Construction Project, as defined in respect of each relevant Transmission Owner in its TO Construction Agreement;
<b>"Transmission Services"</b>	as defined in Section C, Part One, paragraph 2;
<b>"Transmission System"</b>	in respect of each Party, has the meaning given to the term "licensee's transmission system" in Standard Condition A1;
<b>"Unsecured Event"</b>	as defined in respect of the GB Transmission System and each of the Transmission Owner's Transmission Systems in the Licence Standards;
<b>"Urgent Proposed Amendment"</b>	an urgent proposal to amend the Code proposed in accordance with Section B, sub-paragraph 7.2.6;
<b>"User(s)"</b>	any person (other than NGET or a Transmission Owner) who is authorised to generate, participate in the transmission of, distribute or supply electricity or who is included in a class of person or persons which has been granted an exemption from section 6 of the Act and any person engaged in the sale or

	purchase of electricity or who otherwise purchases or acquires for purchase electricity;
<b>"User Application"</b>	<p>an application made by a User to NGET under and pursuant to the CUSC in respect of:</p> <p>(a) a New Connection; or</p> <p>(b) a Modification; or</p> <p>(c) use of the GB Transmission System; or</p> <p>(d) an Exchange Rate Request; or</p> <p>(e) a Request for a Statement of Works by such User.</p>
<b>"User Application Date"</b>	the date of receipt by NGET of an effective User Application pursuant to the CUSC;
<b>"User Data"</b>	information of or related to a User or Users including, without limitation, information about the business of a User, a User Site, User Works, User Outage or the operation or configuration of any User Equipment or User System.
<b>"User Derogation"</b>	a direction issued by the Authority relieving a User from the obligation under its Licence to comply with such parts of the Grid Code or any Distribution Code as may be specified in such direction, and <b>"Derogated"</b> shall be construed accordingly;
<b>"User Equipment"</b>	the Plant and Apparatus owned by a User (ascertained in the absence of agreement to the contrary by reference to the rules set out in Section D, Part One, paragraph 3) which: (a) is connected to the Transmission Connection Assets forming part of the GB Transmission System at any particular Connection Site or New Connection Site to which that User wishes so to connect or (b) is connected to a Distribution System to which that User system wishes so to connect;
<b>"User Outage"</b>	a planned Outage of part or all of a User System or User Equipment;
<b>"User Site"</b>	a site owned (or occupied pursuant to a lease, licence or other agreement) by a User in which there is a Connection. For the avoidance of doubt, a site owned by NGET or a Transmission Owner but occupied by a User is a User Site;
<b>"User System"</b>	as defined in the CUSC as at Code Effective Date;

<b>"User Works"</b>	those works to be undertaken by a User which are necessary for installation of User Equipment and which are specified for each Construction Project in the relevant TO Construction Agreement(s);
<b>"Value Added Tax" "VAT"</b>	has the meaning given to such term in the Value Added Tax Act 1994 and any tax of a similar nature which may be substituted for a levied in addition to it;
<b>"Week"</b>	shall have the same meaning as the term "Week" is used in the Grid Code as at the Code Effective Date;
<b>"Withdrawal Date"</b>	the date defined in Section B, paragraph 5.1.4 upon which the Withdrawing Party shall withdraw from the Framework Agreement;
<b>"Withdrawal Notice"</b>	the notice issued by a Party wishing to withdraw from the Framework Agreement as defined in Section B, sub-paragraph 5.1.2;
<b>"Withdrawing Party"</b>	a Party wishing to withdraw from the Framework Agreement in accordance with Section B, sub-paragraph 5.1.1;
<b>"Works"</b>	as the context admits or requires, Transmission Construction Works, NGET Works and User Works.

## SCHEDULE THIRTEEN

### NGET REQUESTS FOR STATEMENTS OF WORKS

**1. Requirements for a NGET Request for a Statement of Works submitted by NGET to a Transmission Owner pursuant to Section D, Part Four, sub-paragraph 24.1.1:**

1.1 A NGET Request for a Statement of Works submitted by NGET to a Transmission Owner pursuant to Section D, Part Four, sub-paragraph 24.1.1 shall contain the following information:

1.1.1 The User Application Date.

1.1.2 The name of the Connection Site.

1.1.3 Standard Planning Data.

1.1.4 The capacity of the Power Station connecting to the User's Distribution System.

1.1.5 The date on which NGET would wish any subsequent Modification to be made Operational.

**2. Requirements for a NGET Request for a Statement of Works submitted by NGET to a Transmission Owner pursuant to Section D, Part Four, sub-paragraph 24.1.2:**

2.1 A NGET Request for a Statement of Works submitted by NGET to a Transmission Owner pursuant to Section D, Part Four, sub-paragraph 24.1.2 shall contain the following information:

2.1.1 The User Application Date.

2.1.2 Standard Planning Data.

2.1.3 The capacity of the Power Station connecting to the User's Distribution System.

2.1.4 The date on which NGET would wish any subsequent Modification to be made Operational.

**3. Requirements for a NGET Request for a Statement of Works submitted by NGET to a Transmission Owner pursuant to Section D, Part Four, sub-paragraph 24.1.3:**

3.1 A NGET Request for a Statement of Works submitted by NGET to a Transmission Owner pursuant to Section D, Part Four, sub-paragraph 24.1.3 shall contain the following information:

3.1.1 The User Application Date.

3.1.2 The date on which NGET would wish any subsequent Modification to be made Operational.