

Dated

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SONI LIMITED

and

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CONNECTION AGREEMENT FOR

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“Authority”	the Northern Ireland Authority for Utility Regulation;
“Business Day”	any day (other than a Saturday or a Sunday) on which banks are open for business in Belfast;
“Capacity Market Code”	means the code of that name which, inter alia, makes provision for arrangements to secure generation adequacy and capacity to meet the demands of consumers including (without limitation) rules and procedures for the application for, and allocation of, agreements to remunerate the provision of electricity capacity (whether through the provision of generation, electricity supplied via interconnectors, reduction in demand or otherwise) across the island of Ireland and sets out the responsibilities of the parties to the code;
“Capacity Test”	means the tests to be undertaken by the Generator in accordance with clause 21 of this Agreement to satisfy SONI that the Facility has met the requirements to allow the Security described in the Connection Offer and clause 21 of this Agreement to be released by SONI;
“Commercial Metering”	means equipment installed by SONI to record the data required to facilitate the settlement of trades in electricity;
“Competent Authority”	the Authority, or any local, national or supra-national agency, authority, department, inspectorate, minister, official court, tribunal or public or statutory person (whether autonomous or not) of the United Kingdom (or the government thereof) or the European Communities which has jurisdiction over the Parties or the subject matter of this Agreement;
"Connection"	means connection of the Facility to the Transmission System in such a way that subject to Energisation the Generator may make or receive a supply of electricity to or from the NI System at the Connection Point, and "Connected", "Connecting" and "Unconnected" shall be construed accordingly;
“Connection Charges”	the charges (other than Use of System Charges) calculated in accordance with SONI’s Transmission Connection Charging Methodology Statement;
“Connection Offer”	means the offer for Connection to the Transmission System made by SONI to the Generator, a copy of which is set out in Schedule 1(B) of this Agreement, and/or such replacement or variation thereto which is expressly permitted to be made by SONI without Generator consent in accordance with the terms of such

offer, and/or any other such replacement, variation or additional offer(s) in relation to the Facility issued by SONI and accepted by the Generator;

“Connection Point”	the point at which the Generator’s Connection Plant and Apparatus is connected to the NIE Connection Plant and Apparatus as more particularly described in Schedule 1(A);
“Connection Site”	as defined in the Grid Code;
“Data Registration Code” or “DRC”	as defined in Grid Code;
“De-Energisation”	the movement of any isolator, breaker or switch or the removal of any fuse so as to prevent electricity from flowing to or from the All-Island Transmission Networks at any Connection Point through the Generator’s Connection Plant and Apparatus and “De-Energised” and “De-Energise” shall be construed accordingly;
"Defendant Party"	has the meaning set out in clause 23.6;
"Delivery Point"	has the meaning set out in paragraph 4 of Schedule 1(A);
“Department”	the Department for the Economy;
“Detailed Planning Data”	as defined in the Grid Code;
“Directive”	any present or future directive, request, requirement, instruction, direction or rule of any Competent Authority (but only, if not having the force of law, if it is reasonable in all the circumstances for it to be treated as though it had legal force) and includes any modification, extension or replacement thereof then in force;
“Disconnection”	the permanent electrical disconnection of the Generator’s Plant and Apparatus from the Transmission System and “Disconnect” shall be construed accordingly;
“Disputes Resolution Procedure”	the procedure set out in clause 23;
“Distribution System”	as defined in the TSO Licence;
“Energisation”	the movement of any isolator, breaker or switch or the insertion of any fuse so as to enable electricity to flow to and from the All-Island Transmission Networks at a Connection Point through the Generator’s Connection

Plant and Apparatus and the NIE Connection Plant and Apparatus and **“Energised”** and **“Re-Energise”** shall be construed accordingly;

- “Equivalent Agreement”** the connection agreement that the Generator would have had with the Other TSO if the Connection Point was in the Republic of Ireland, if the Generator entered a connection agreement with the Other TSO;
- “Equivalent Waiver”** an undertaking by ESB not to bring any claim in negligence, other tort, or otherwise howsoever against the Generator in respect of any act or omission of the Generator in relation to the subject matter of this Agreement, save in respect of claims against the Generator under any contract to which the Generator and ESB are (from time to time) party or in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of the Generator;
- “Event”** as defined in the Grid Code;
- “ESB”** the Electricity Supply Board in the Republic of Ireland (being the owner of the transmission system in the Republic of Ireland);
- “Exemption Order”** means the Electricity (Class Exemptions from the Requirement for a Licence) Order (Northern Ireland) 2013;
- “Facility”** means [] situated at the Premises more detailed particulars of which are set out in Schedule 1(A);
- “Force Majeure”** shall have the meaning ascribed to that term in clause 18.1;
- “Generating Unit”** the Generating Unit(s) listed in Schedule 1(A);
- “Generation Licence”** the generation licence held by the Generator under the Order;
- “Generator’s Connection Plant and Apparatus”** the Plant and Apparatus owned or operated by the Generator and used for the purpose of connecting the Generator’s Generating Unit(s) to the NIE Connection Plant and Apparatus as more particularly described in Schedule 3;
- “Grid Code”** the Grid Code prepared by SONI pursuant to the TSO Licence and approved by the Authority as it may from time to time be revised with the approval of the Authority;

“Industry Arrangements”	<p>means:</p> <ul style="list-style-type: none"> (a) the Order and any direction or instruction issued under the Order, and any deemed agreement under the Order; (b) any standard, code, code of practice or associated instrument or agreement or other instrument or document established pursuant to the Order or any licence granted under the Order with which SONI and/or the User, as applicable, is required to comply or enter into and (for the avoidance of doubt) includes those instruments or documents referred to by name elsewhere in this Agreement; and (c) the Trading and Settlement Code and Capacity Market Code and any agreed procedures under that Code;
“Intellectual Property”	<p>patents, trademarks, 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;</p>
“kVA”	<p>kilovolt amperes;</p>
“kW”	<p>kilowatts;</p>
“Lease”	<p>means the lease made on or about the date hereof made between [] (“the Lessor”) of the one part and Northern Ireland Electricity Networks Limited (“the Lessee”) of the other part in respect of the NIE Networks substation site, as may be varied from time to time;</p>
“Local Safety Instructions”	<p>as defined in the Grid Code;</p>
“Mandatory Notice”	<p>means a notice served on the Generator by SONI pursuant to the provisions of clause 13.1.2 hereof;</p>
“Material Effect”	<p>in respect of the Generator, an effect that causes or could reasonably be expected to cause a Party to affect any works or to alter the manner of operation of its Plant and/or Apparatus, and in respect of SONI, an effect causing the carrying out of any works on NIE’s</p>

	Plant and Apparatus (or the Republic of Ireland Plant and Apparatus) altering the manner of operation of NIE's Plant and Apparatus (or the Republic of Ireland Plant and Apparatus);
“Maximum Export Capacity” or “MEC”	the maximum amount of power to be passed into the All-Island Transmission Networks from the Facility (at the Connection Point) as set out in Schedule 2 hereto;
“Maximum Import Capacity” or “MIC”	the relevant maximum amount (in conditions other than system fault conditions) of electricity expressed in kW or kVA to be taken from the All-Island Transmission Networks at any Connection Point for the purpose only of operating the Generator's auxiliary generating plant as set out in Schedule 2 hereto;
“MEC Bond”	means the bond to be provided to SONI in compliance with the SONI Payment Security Policy in the form set out in the Connection Offer and clause 21 of this Agreement in relation to Maximum Export Capacity or any replacement or substitute thereof approved and received by SONI which has not expired or been cancelled or released by SONI;
“Metering”	means the Tariff Metering, Operational Metering and all associated equipment as described in the Grid Code;
“Metering Code”	as defined in the Grid Code;
“Metering Equipment”	means the equipment described in that part of the Grid Code dealing with Metering and known as the Metering Code;
“Modification”	any actual or proposed replacement, modification, alteration or construction by or on behalf of the Generator to the Generator's Plant and Apparatus or the manner of its operation, or on behalf of SONI to NIE's Plant and Apparatus or the manner of its operation, which (in either case) has or will have a Material Effect on the other Party;
“Modification Application”	an application in the form or substantially in the form set out in Schedule 6;
“Modification Notification”	a notification in the form or substantially in the form set out in Schedule 7;
“Modification Offer”	an offer by SONI to the Generator made pursuant to clause 7 of terms for Connection in relation to any proposed Modification including any revision or extension of such offer;

“MW”	megawatts;
“NI System”	as defined in the Grid Code;
“Northern Ireland Electricity Networks Limited” or “NIE”	means a company registered in Northern Ireland with company number NI026041 whose registered office is at 120 Malone Road, Belfast, BT9 5HT;
“NIE Connection Plant and Apparatus”	the Plant and Apparatus owned by NIE and operated by SONI and used for the purpose of connecting the Generator’s Connection Plant and Apparatus to the Transmission System as more particularly described in Schedule 4. For the avoidance of doubt, the NIE Connection Plant and Apparatus does not include 11kV equipment;
“NIE Licence”	a licence granted to NIE to participate in the transmission of electricity;
“NIE’s Plant and Apparatus”	the Plant and Apparatus owned by NIE that forms part of or relates to the Transmission System together with any Plant and Apparatus owned by SONI;
“Non-Performing Party”	a Party which is unable to perform all or any of its obligations under this Agreement by reason of Force Majeure;
“Operational Metering”	as defined in Grid Code;
“Order”	the Electricity (Northern Ireland) Order 1992;
“Other Transmission System”	has the meaning given to “Republic of Ireland transmission system” in the TSO Licence;
“Other TSO”	has the meaning given to “Republic of Ireland System Operator” in the TSO Licence;
“Party”	a party to this Agreement and any successor(s) in title to, or permitted assign(s) of, such party;
“Party Liable”	has the meaning given to that expression in clause 10.1;
“Planning Code”	as defined in the Grid Code;
“Payment Security Policy”	the Payment Security Policy prepared by SONI and approved by the Authority pursuant to Condition 31 of the TSO Licence, as from time to time revised in accordance with the TSO Licence;
“Plant”	fixed and moveable items other than Apparatus;

“Premises”	as outlined in Schedule 1(A);
“Prudent Operating Practice”	the standard of practice attained by exercising that degree of skill, diligence, prudence and foresight which could reasonably be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;
“Relevant Act or Omission”	any act or omission by a Relevant Person that is a breach of a Relevant Agreement or that would (in the case of the Other TSO only) have been a breach of an Equivalent Agreement;
“Relevant Agreement”	in respect of: <ul style="list-style-type: none"> (i) NIE, any agreement for connection to and/or use of the Distribution System to which NIE is party, and/or the Transmission Interface Arrangements; (ii) the Other TSO, any agreement for connection to and/or use of the All-Island Transmission Networks to which the Other TSO is party; and (iii) ESB, the RoI Infrastructure Agreement;
“Relevant Person”	NIE, the Other TSO, and ESB;
“Republic of Ireland Plant and Apparatus”	Plant and Apparatus owned by ESB that forms part of or relates to the Other Transmission System together with any Plant and Apparatus owned by the Other TSO;
“Retail Price Index”	a measure of inflation published monthly by the Office for National Statistics;
“RoI Infrastructure Agreement”	the “Transmission Infrastructure Agreement” between the Other TSO and ESB;
“Safety Co-ordinator”	as defined in the Grid Code;
“Safety Rules”	as defined in the Grid Code;
“Second Modification Offer”	a Modification Offer made in response to the Modification Application submitted by a Second Offeree;
“Second Offeree”	a third party who submits a Modification Application to SONI which affects an existing but as yet undetermined Modification Application;
“Security”	means the security requirements set out in the Connection Offer and clause 21 of this Agreement;

“Significant Incident”	as defined in the Grid Code;
“Site Responsibility Schedule”	as defined in Grid Code and set out in Schedule 9;
“SONI Engineering Charges”	reasonable charges for time spent either by SONI engineers and other staff or any other person on SONI’s behalf in relation to NI System and/or the Other Transmission System development and related services;
“Standard Planning Data”	as defined in the Grid Code;
“Standard Modification Procedures”	such procedures relating to Modifications as shall be put in place by SONI and approved by the Authority from time to time;
“Substation”	as defined in the Grid Code;
“Supplier”	the holder of a licence to supply electricity granted under the Order;
“System Operator Agreement”	has the meaning given to it in the TSO Licence;
“System Support Services”	has the meaning given to it in the TSO Licence;
“System User”	all persons who have Plant and/or Apparatus connected to the Transmission System with the agreement of SONI and/or a Use of System Agreement with SONI;
“Tariff Metering”	as defined in the Grid Code;
“Temporary Compliance Certificate”	a temporary compliance certificate as may be issued by SONI in accordance with the Grid Code;
“Trading and Settlement Code”	as defined in the Grid Code;
“Transmission Connection Charging Methodology Statement” or “TCCMS”	means the document of this name published by SONI in accordance with Condition 30 of the TSO Licence;
“Transmission Interface Arrangements” or “TIA”	the Transmission Interface Arrangements prepared by SONI and NIE pursuant to the TSO Licence and the NIE Licence;

“Transmission System”	has the meaning given to “transmission system” in the TSO Licence;
“TSO Licence”	a licence granted to SONI to participate in the transmission of electricity;
“Use of System”	the use of the Transmission System for the transport of electricity provided by or for SONI or any other person;
“Use of System Agreement”	an agreement between SONI and the Generator in respect of the Generator’s Use of System;
“Use of System Charges”	charges from time to time made or levied, or to be made or levied by SONI for Use of System in accordance with Condition 30 of the TSO Licence; and
“Value Added Tax” or “VAT”	value added tax or any tax on the supply of goods and services which may hereafter replace value added tax

2 CONSTRUCTION AND INTERPRETATION

Interpretation

In this Agreement (including its Schedules), unless the context otherwise requires:

- 2.1 any references to:
- 2.1.1 an Act of Parliament, Order in Council, Directive or any other enactment or any section of, or schedule to, or other provision of any such enactment shall be construed, at any particular time, as including a reference to any modification, extension or re-enactment thereof then in force and to all instruments, orders or regulations then in force and made under or deriving validity from the relevant enactment or provision (as the same may have been so modified, extended or re-enacted from time to time);
 - 2.1.2 The Grid Code, or any section of, Appendix to or other provision of the Grid Code, shall be construed, at any particular time, as including a reference to the Grid Code, section, Appendix or the relevant provision as it may have been amended or substituted;
 - 2.1.3 an agreement shall be construed, at any particular time, as including a reference to the relevant agreement as it may have been amended or novated;

- 2.1.4 a month shall be construed as a reference to a calendar month;
- 2.1.5 a particular clause, sub-clause or Schedule shall be a reference to the relevant clause, sub-clause or Schedule in or to this Agreement; and
- 2.1.6 a particular paragraph or sub-paragraph, if contained in a Schedule, shall be a reference to the relevant paragraph or sub-paragraph of that Schedule;
- 2.2 words in the singular may be interpreted as referring to the plural and vice versa, and words denoting natural persons may be interpreted as referring to corporations and any other legal entities and vice versa;
- 2.3 a requirement that a payment be made on a day which is not a Business Day shall be construed as a requirement that the payment be made on the next Business Day;
- 2.4 the word “including” is to be construed without limitation;
- 2.5 terms which are defined in the Grid Code and which are not otherwise defined in this Agreement shall have the meanings ascribed to them in the Grid Code;
- 2.6 the table of contents and headings are inserted for convenience only and are to be ignored for the purposes of construction of this Agreement; and
- 2.7 SONI may exercise its rights and perform its obligations under this Agreement itself or through agents or subcontractors. The use of such agents or subcontractors shall not relieve SONI of its obligations under this Agreement.
- 2.8 In the event of inconsistency between the provisions of this Agreement and industry codes the following order of precedence shall prevail:
 - a) The Grid Code;
 - b) This Agreement;
 - c) The Connection Offer(s); and
 - d) The Trading and Settlement Code and the Capacity Market Code.

3 CONDITIONS PRECEDENT

The commencement of this Agreement is conditional upon:

- 3.1 a Use of System Agreement and Connection Offer, having been agreed and entered into;
- 3.2 the Generator having a Generation Licence or being exempt from holding a Generation Licence under the Exemption Order throughout the term of this Agreement;
- 3.3 the Generator having complied with any other obligations which are required to be satisfied prior to Connection as set out in the Connection Offer; and

- 3.4 the Generator has paid any outstanding Connection Charges pursuant to the terms of the Connection Offer.

4 RIGHT TO REMAIN CONNECTED AND ENERGISED

- 4.1 Subject to the other terms of this Agreement, the Grid Code, and Use of System Agreement, the Generator shall have the right for the Generator's Connection Plant and Apparatus to remain connected to the Transmission System at the Connection Point and to be and remain Energised.
- 4.2 Subject to the other terms of this Agreement, the Grid Code and the Use of System Agreement, SONI shall during the term of this Agreement accept into the All-Island Transmission Networks at the Connection Point electricity generated by the Generator's Facility up to the relevant Maximum Export Capacity.
- 4.3 Subject to the other terms of this Agreement, SONI shall exercise such powers as are available to it so that during the term of this Agreement the NIE Connection Plant and Apparatus is kept in existence and maintained at each Connection Point in the condition necessary to render the same fit for the purpose of passing electricity up to the amount of the relevant Maximum Export Capacity from each Generating Unit to the All-Island Transmission Networks and up to the amount of the relevant Maximum Import Capacity to the Generator's Facility from the All-Island Transmission Networks.
- 4.4 Subject to the other terms of this Agreement the Generator shall keep the Generator's Connection Plant and Apparatus connected to the Transmission System until Disconnection in accordance with the terms of this Agreement.

5 USE OF SYSTEM

- 5.1 Imports
Subject to the terms hereof, SONI agrees to transport a supply of power to the Connection Point up to the relevant Maximum Import Capacity through the All-Island Transmission Networks except to the extent (if any) that SONI is prevented from so doing by transmission constraints which could not have been avoided by the exercise of Prudent Operating Practice.
- 5.2 Exports
In respect of any quantities of electricity generated by the Generator's Facility and exported on to the All-Island Transmission Networks at the Connection Point, the Generator hereby agrees to be responsible for and to pay on demand to SONI any and all Use of System Charges together with Value Added Tax, if any, thereon in respect of Use of System in relation to all quantities of electricity.

6 PAYMENT OF CHARGES

- 6.1 Connection Charges
Subject to the provisions of this clause 6, the Generator shall pay to SONI any outstanding Connection Charges in relation to the Generator's Facility.

6.2 Variations to Connection Charges

Any dispute as to the calculation of the Connection Charges shall be deemed to be a dispute over the terms for connection which the Generator may refer to the Authority for determination under Condition 26 of the TSO Licence (but without prejudice to any other right or remedy it may have hereunder or otherwise at law).

If upon the request of the Generator the Authority determines that the Connection Charges (including any variations thereof) payable by the Generator under this Agreement have not been calculated strictly in accordance with the terms of SONI's Statement of Connection Charges, SONI shall pay to the Generator an amount equal to the amount, if any, by which the Generator has been overcharged.

6.3 Charges for De-Energisation and Re-Energisation

SONI may charge the Generator all reasonable costs and expenses directly incurred by SONI in De-energising and/or Re-energising the Connection Point and/or Disconnecting NIE's Plant and Apparatus from the Generator's Connection Plant and Apparatus, provided that the Generator shall not be obliged to reimburse such costs unless and until such details of the nature and extent of such costs as are in all the circumstances reasonable have been provided by SONI to the Generator (including any relevant supporting documentation where it is reasonably available to SONI).

6.4 Operation and Maintenance Charge

The Generator shall pay to SONI the relevant charge for the operation and maintenance of the NI System as specified in the Connection Offer. Where the Generator has elected to pay this charge in annual instalments the annual payment must be paid to SONI by the Generator, in advance, for the year in which the Generator is connected to the NI System and thereafter in advance for each subsequent year. This charge will be invoiced annually, based on the value of the connection assets, increasing in real terms over the lifetime of the Connection Agreement (typically the Retail Price Index, or any replacement thereof from time to time), and will be payable in accordance with the terms of this Agreement.

6.5 Payment

6.5.1 SONI will despatch an invoice (valid for Value Added Tax purposes) to the Generator for all charges payable under this Agreement in accordance with this clause 6.

6.5.2 The Generator shall pay all charges due in accordance with this clause 6 in full within twenty (20) Business Days of the date of SONI's invoice for the same. If any amount remains unpaid after the due date SONI shall (in addition to any other remedies) be entitled to charge interest on the amount unpaid at the rate of two and one half percentage points per annum above the base lending rate of the Bank of England for the time being and from time to time. Interest shall accrue from day to day.

6.5.3 All payments shall be made by variable direct debit or such other form of bankers automated payment as shall be approved by SONI to the account number, bank and branch specified by SONI from time to time.

- 6.5.4 All charges and payments mentioned in this Agreement as payable by the Generator are exclusive of any applicable Value Added Tax and the Parties agree that an amount equal to any applicable Value Added Tax chargeable in respect of supplies made under this Agreement shall be payable in addition to and at the same time as those charges.
- 6.5.5 All sums payable by the Generator to SONI pursuant to this Agreement whether of charges, interest or otherwise shall (except to the extent otherwise required by law) be paid in full, free and clear of and without deduction, set-off or deferment in respect of sums the subject of any disputes or claims whatsoever save for sums the subject of a final award or judgment or which by agreement between SONI and the Generator may be so deducted or set off.

7 MODIFICATIONS

- 7.1 No Modification may be made by or on behalf of either Party otherwise than in accordance with the provisions of this clause 7 and subject always to the provisions of the Grid Code.
- 7.2 The procedures in clauses 7.3 to 7.12 below only apply in relation to Connection Points on the Transmission System and shall only apply where SONI does not have Standard Modification Procedures in place. Where SONI has Standard Modification Procedures in place, these will apply in preference to the procedures set out in clauses 7.3 to 7.12 below.
- 7.3 The Generator may carry out a Modification only in the following circumstances:
 - 7.3.1 it is necessary in order to enable the Generator to comply with any Act of Parliament, Order in Council or Directive, or change in the Grid Code; or
 - 7.3.2 it is made in accordance with a Modification Offer or in consequence of a Modification Notification.
- 7.4 Where the Generator wishes to proceed with a Modification or where SONI wishes the Generator to carry out a Modification pursuant to the Grid Code the Generator shall complete and submit to SONI a Modification Application and comply with the terms thereof.
- 7.5 SONI shall make a Modification Offer (which, if appropriate, will be subject to fulfilment by the Generator of the obligations contained in clause 7.10) to the Generator as soon as practicable and (save where the Authority consents to a longer period) in any event not more than 3 months after receipt by SONI of the Modification Application. The Modification Offer shall include details of any proposed variations SONI proposes to this Agreement and its Schedules. During such period the Parties shall discuss in good faith the implications of the proposed Modification(s).
- 7.6 The Modification Offer shall remain open for acceptance by the Generator for 3 months from the date of its receipt by the Generator unless either SONI or the Generator makes an application to the Authority under Condition 26 of the TSO

Licence, in which event the Modification Offer shall remain open for acceptance by the Generator until the date 14 days after any determination by the Authority pursuant to such application.

- 7.7 If the Modification Offer is accepted by the Generator this Agreement shall be varied to reflect the terms of the Modification Offer and the Modification shall proceed according to the terms of this Agreement as so varied.
- 7.8 Where SONI wishes to make a Modification to the Transmission System, SONI shall complete and submit to the Generator a Modification Notification and shall advise the Generator of any works which SONI reasonably believes the Generator may have to carry out as a result.
- 7.9 The Generator shall as soon as practicable after receipt of the Modification Offer or Modification Notification and (save where the Authority consents to a longer period) within the period stated therein (which shall be sufficient to enable the Generator to assess the implications of the proposed Modification and in any event shall not be less than 3 months):
- 7.9.1 notify SONI of its acceptance of the terms of the Modification Offer or Modification Notification (or any agreed amendments thereto following discussions in good faith between the Parties); or
 - 7.9.2 make an application to the Authority under Condition 26 of the TSO Licence and the Modification Offer or Modification Notification shall proceed on the terms determined by the Authority.
- 7.10 Subject to the payment of its reasonable charges, if any, (together with Value Added Tax, if any, thereon) as provided in this clause 7.10, SONI undertakes to the Generator to provide all advice and assistance in accordance with Prudent Operating Practice reasonably requested by the Generator to enable the Generator to adequately assess the implications of the proposed Modification including the feasibility of making a modification to the Generator's Plant and Apparatus (whether such modification is to be made at the request of SONI or of the Generator and whether or not it is made in accordance with a determination by the Authority). If the modification proposed by the Generator is or may be required, as a result of a Modification proposed by SONI, then SONI shall provide such advice and assistance free of charge. If the proposed modification is not required as a result of a Modification proposed by SONI, SONI may charge the Generator such amount as is reasonable in all the circumstances for such advice and assistance. The provision of such advice and assistance shall be subject to any confidentiality obligations binding on the Parties.
- 7.11 Neither Party shall have any obligation to compensate the other for the cost and expense of any modification required to be made by it which is made as a result of a Modification by the other Party, save in relation to Modifications required of the Generator which result from a modification requested by another System User. Any disputes arising in connection with this clause 7.11 shall be referred to the Authority for determination under Condition 26 of the TSO Licence.

- 7.12 If, having made a Modification Offer to the Generator (the “original Modification Offer”) which has not yet been accepted by the Generator (whether or not the matter has been referred to the Authority for determination) SONI should receive a Modification Application from a Second Offeree such that in SONI’s reasonable opinion the original Modification Offer may be affected thereby, SONI may make the original Modification Offer subject to certain identified variations or terms (which SONI will notify to the Authority if the original Modification Offer has been referred to the Authority for determination) which will be conditional on acceptance by the Second Offeree of a Second Modification Offer. If the Second Offeree does not accept the Second Modification Offer made by SONI, the original Modification Offer will revive and time under clause 7.6 shall begin to run from receipt by the Generator of SONI’s notification that the Second Modification Offer has either lapsed or been rejected. The Generator shall have the right to refer the revised or new terms of the Modification Offer to the Authority for determination under Condition 26 of the TSO Licence.
- 7.13 For the avoidance of doubt, SONI shall at its sole discretion determine whether a Modification Application qualifies as a Modification. When giving such consideration SONI will take into account a number of factors, including but not limited to the following:
- 7.13.1 changes to the MEC contracted to the Facility; or
 - 7.13.2 changes to the running regime and/or generation technology of the Facility and its effect on network stability; or
 - 7.13.3 effects on other generation Connected or contracted to the NI System.

8 CAPACITY

- 8.1 The Generator undertakes that it shall not at any time pass electricity through the Generator’s Connection Plant and Apparatus on to the All-Island Transmission Networks at the Connection Point in excess of the relevant Maximum Export Capacity subject always to the provisions of the Grid Code (including without limitation part SDC2 thereof). The Generator further undertakes that it shall not at any time take any supply of electricity through the Generator’s Connection Plant and Apparatus from the All-Island Transmission Networks at any Connection Point in excess of the relevant Maximum Import Capacity set out in Schedule 2.
- 8.2 Subject to the Generator or another Authorised Electricity Operator agreeing to pay Use of System Charges calculated in accordance with the terms of SONI’s statement of Use of System Charges issued pursuant to Condition 30 of the TSO Licence, and except where such variation amounts to a Modification, the Generator may vary any Maximum Export Capacity figure set out in Schedule 2 by giving 24 months’ notice thereof (or such other period as is specified in the Grid Code from time to time) to SONI. Where construction works are required, or the variation amounts to a Modification the Parties will proceed in accordance with the provisions of clause 7.2 or clauses 7.3 to 7.7 inclusive.
- 8.3 In the event that during normal operation of the NI System the Maximum Export Capacity or the Maximum Import Capacity is exceeded, this breach may be classed

as an Event or Significant Incident under the Grid Code. SONI may give notice thereof to the Generator and each Party shall use all appropriate procedures available to it under the Grid Code (including but not limited to the exchange of information, notification and warning procedures set out in part OC8 (Operational Liaison) of the Grid Code).

9 EMERGENCY/TEMPORARY DE-ENERGISATION

9.1 In effecting De-Energisation in accordance under this clause 9, SONI shall have due regard for the operational requirements of the Generator insofar as is reasonably practicable and will give the Generator such length of notice as is reasonably practicable, but not less than three (3) Business Days' notice, of its intention to De-energise, unless De-energisation must be effected forthwith by reason of occurrence of the circumstances or events set out in clause 9.2 or under (and subject always to) the provisions of the Grid Code.

9.2 Emergency De-Energisation

If, in the reasonable opinion of SONI and without prejudice to the Use of System Agreement entered into between the Parties the condition or manner of operation of the Generator's Plant and Apparatus or other equipment poses an immediate threat of injury or material damage to any person or to the All-Island Transmission Networks or the Distribution System, SONI shall have the right to De-Energise the Generator's Connection Plant and Apparatus if it is necessary or expedient to do so to avoid the occurrence of such injury or damage. Any De-Energisation by SONI of the Generator's Connection Plant and Apparatus must be carried out in accordance with the provisions of the Grid Code. If, in the reasonable opinion of the Generator and without prejudice to the Use of System Agreement entered into between the Parties, the condition or manner of operation of the All-Island Transmission Networks or the Distribution System or NIE's Plant and Apparatus poses an immediate threat of injury or material damage to any person or to the Generator's Plant and Apparatus or other equipment, the Generator shall have the right to De-Energise the Generator's Connection Plant and Apparatus if it is necessary or expedient to do so to avoid the occurrence of such injury or damage. Any De-Energisation by the Generator of the Generator's Connection Plant and Apparatus must be carried out in accordance with the provisions of the Grid Code.

9.3 Subject to the terms of the Use of System Agreement entered into between the Parties, SONI or, as the case may be, the Generator shall Re-Energise the Generator's Connection Plant and Apparatus as quickly as practicable after the circumstances leading to any De-Energisation under clauses 9.1 or 9.2 (as the case may be) have ceased to exist.

9.4 Temporary De-Energisation

SONI shall, subject to the provisions of any Industry Arrangements relating to the De-energisation of the Connection Point, as soon as reasonably practicable, De-energise the particular Connection Point where instructed to do so in writing by the Generator and shall promptly notify the Generator of the date and time at which such De-energisation was effected. The Generator shall reimburse SONI any expense incurred in relation to such De-energisation and shall indemnify SONI against any costs, liability, loss, or damage suffered as a result of such De-

energisation provided SONI has acted in accordance with Prudent Operating Practice.

10 LIMITATION OF LIABILITY

10.1 Subject to clause 10.2 and save where any provision of this Agreement provides for an indemnity neither Party (the “Party Liable”) nor any of its officers, employees or agents shall be liable to the other Party for loss arising from any breach of this Agreement howsoever caused (and whether as a result of the negligence of the Party Liable or otherwise) other than for loss directly resulting from such breach and which at the date hereof was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach.

10.2 Liability for Death or Personal Injury

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

10.3 Exclusion of Liability

Subject to clauses 10.2 and 10.4 neither Party, nor any of its officers, employees or agents shall in any circumstances whatsoever be liable to the other Party for:

10.3.1 any loss of use, loss of profit, loss of revenue, loss of contract (other than this Agreement) or loss of goodwill; or

10.3.2 any indirect or consequential loss; or

10.3.3 loss resulting from the liability of the other Party to any other person howsoever and whatsoever arising save as provided in clause 10.1.

10.4 Rights Against Third Parties

In consideration of the rights conferred upon the Generator under this Agreement, including under clause 10.6, the right of the Generator to claim in negligence, other tort, or otherwise howsoever against a Relevant Person in respect of any act or omission of that Relevant Person in relation to the subject matter of the Relevant Agreement is hereby excluded and the Generator agrees not to pursue any such claim, provided that:

10.4.1 nothing in this clause 10.4 shall restrict the Generator’s ability to claim against a Relevant Person under any contract to which the Generator and such Relevant Person are (from time to time) party, or in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of a Relevant Person; and

10.4.2 such exclusion and agreement in respect of ESB shall only apply in respect of those periods in which the RoI Infrastructure Agreement contains the Equivalent Waiver.

10.5 Each Relevant Person may rely upon and enforce the terms of clause 10.4 against the Generator. The third party rights of a Relevant Person in this clause 10.5 may only be enforced by that Relevant Person subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any other provision of this Agreement, this Agreement may be amended without the consent of any third party and section 2(1) of the Contracts (Rights of Third Parties Act) 1999 shall not apply to this Agreement.

10.6 All-Island Liability

Any Relevant Act or Omission which causes physical damage to the Plant, Apparatus or other property of the Generator shall, for the purposes of determining SONI's liability under this Agreement, constitute an act or omission of SONI in breach of this Agreement, provided that the liability of SONI under this Agreement, in respect of such act or omission of:

10.6.1 the Other TSO, shall not exceed the monetary cap that would have applied to the Other TSO's liability under the Equivalent Agreement; and

10.6.2 ESB, shall not exceed the monetary cap that applies to ESB's liability under the RoI Infrastructure Agreement.

10.7 Foreseeability

For the avoidance of doubt and for the purpose of determining the Generator's liability under this Agreement, any liability of SONI (in respect of any acts or omissions of the Generator in breach of this Agreement that cause physical damage to the Plant and/or Apparatus or other property of a Relevant Person) to NIE under the Transmission Interface Arrangements or to the Other TSO under the System Operator Agreement, will be a reasonably foreseeable consequence of a breach of this Agreement by the Generator in respect of which SONI will be entitled to recover damages from the Generator, provided that the liability of the Generator under this Agreement in respect of damage to the property of:

10.7.1 the Other TSO, shall not exceed the monetary cap that would have applied to the Generator's liability under the Equivalent Agreement; and

10.7.2 ESB, shall not exceed the monetary cap that applies to the Other TSO's liability under the RoI Infrastructure Agreement.

10.8 Tortious Waiver

In respect of each Relevant Person other than ESB, SONI shall obtain a waiver from such Relevant Person in favour of (and enforceable by) the Generator in respect of any claim such Relevant Person may have in negligence, other tort, or otherwise howsoever against the Generator in respect of any act or omission of the Generator in relation to the subject matter of this Agreement and SONI shall ensure that such waiver includes agreement by the Relevant Person not to pursue such claim, provided that SONI need not obtain such person's waiver of any claim such person may have against the Generator under any contract to which the Generator and such person are (from time to time) party or in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of the Generator.

10.9 In respect of ESB, SONI shall:

10.9.1 ensure that the System Operator Agreement contains an obligation on the Other TSO to enforce its obligations under the RoI Infrastructure Agreement in respect of the Equivalent Waiver; and

10.9.2 enforce its rights under the System Operator Agreement in respect of the Equivalent Waiver.

10.10 Other

Upon reasonable notice, SONI shall provide to the Generator such information in relation to the form (but not the commercial content) of the Relevant Agreements as the Generator may reasonably request including as to the monetary caps on liability thereunder.

10.11 If any of the provisions in any Relevant Agreement relating to any waiver by a party to that Relevant Agreement in respect of claims against either Party is or becomes or is declared invalid, unenforceable or illegal by the courts of any jurisdiction or by order of the Commission of the European Communities or of the Secretary of State, then the Parties shall meet to discuss the amendments needed to be made to this Agreement to reflect that the waiver does not then exist and shall, where such amendments cannot be agreed, refer the matter to the Authority for final determination (and subsequently amend this Agreement to in accordance with such determination).

10.12 Overriding Provisions

Save as otherwise expressly provided in this Agreement, this clause 10 insofar as it excludes or limits liability shall override any other provisions of this Agreement provided that nothing in this clause 10 shall exclude or restrict or otherwise prejudice or affect any of:

10.12.1 the rights, powers, duties and obligations of any Party which are conferred or created by the Order, any Licence, or the Regulations; or

10.12.2 the rights, powers, duties and obligations of the Authority, or the Department under the Order, any Licence or otherwise howsoever.

10.13 Terms Separate

Each of the sub-clauses of this clause 10 shall:

10.13.1 be constructed as a separate and severable contract term, and if one or more of such sub-clauses is held to be invalid, unlawful or otherwise unenforceable the other or others of such sub-clauses shall remain in full force and effect and shall continue to bind the Parties; and

10.13.2 survive termination of this Agreement.

10.14 Benefit of Provisions

Each Party acknowledges and agrees that the other Party holds the benefit of clauses 10.1, 10.2 and 10.3 above for itself and as trustee and agent for its officers, employees and agents.

- 10.15 Saving
For the avoidance of doubt, nothing in this clause 10 shall prevent or restrict either Party enforcing any obligation (including suing for a debt) owed to it under or pursuant to this Agreement.
- 10.16 Terms Fair and Reasonable
Each Party hereby acknowledges and agrees that the provisions of this clause 10 are fair and reasonable having regard to the circumstances as at the date hereof.

11 COMPLIANCE WITH GRID CODE AND OTHER INDUSTRY CODES, LAWS AND SAFETY

- 11.1 Grid Code
Each Party hereby undertakes with the other to be bound by and to comply with the Grid Code (inclusive of the Facility's Settings Schedule and Schedule 8(C)) insofar as applicable to that Party subject to any derogations from the provisions thereof granted at or after the date hereof to either Party by the Authority.
- 11.2 The Generator agrees that it will not apply to the Authority for any derogation from the provisions of the Grid Code without first furnishing a copy of such application to SONI.
- 11.3 Subject to the Grid Code and the other provisions of this Agreement the Generator shall maintain the Generator's Plant and Apparatus and SONI shall exercise such powers as are available to it to procure that NIE's Plant and Apparatus is maintained, in each case, to a standard so that such Plant and Apparatus is in each case reasonably fit for the purpose for which it is used and so that the Generator is not liable to cause damage to NIE's Plant and Apparatus and SONI is not liable to cause damage to the Generator's Plant and Apparatus.
- 11.4 Subject to the provisions of the Grid Code and clause 9.4, the Generator shall be entitled to plan and execute outages of part of its Plant and Apparatus, SONI shall be entitled to plan and execute outages of part of NIE's Plant and Apparatus, and in the case of SONI the Transmission System at any time and from time to time. It is acknowledged by the Generator and SONI that NIE is entitled to plan and execute outages of any part of the Distribution System in accordance with the Distribution Code at any time and from time to time.
- 11.5 Trading and Settlement Code
The Generator undertakes be bound by and to comply with the Trading and Settlement Code to the extent that the same is applicable to it.
- 11.6 Capacity Market Code
The Generator undertakes to comply with the Capacity Market Code to the extent that the same is applicable to it.
- 11.7 NIE Safety Rules
SONI, NIE and the Generator must comply, at all times throughout the term of this Agreement, with the safety rules set out in Schedule 9, provided that the Generator need not comply with the requirements of the safety rules to the extent

that amendments to the NIE Safety Rules as set out in Schedule 9(D) have not been notified to it by NIE.

11.8 Prudent Operating Practice

The Generator shall operate the Generator's Plant and Apparatus and SONI shall operate NIE's Plant and Apparatus in accordance with the Grid Code and Prudent Operating Practice.

12 TERM, EVENTS OF DEFAULT AND SUBSEQUENT TERMINATION, DE-ENERGISATION AND DISCONNECTION

12.1 Term

This Agreement shall come into effect on the commencement date set out in Schedule 1(A) and shall continue in force for a period of twenty (20) years (unless otherwise terminated in accordance with this clause 12) (the "Term"). The Generator shall have the option to extend this Term for a further period of up to five (5) years (in substantially the same terms as set out herein or as may be otherwise agreed between the Parties) by written notice to SONI and subject to SONI's prior written consent (such consent not to be unreasonably withheld or delayed).

12.2 Generator Events of Default

The following shall be events of default by the Generator:

12.2.1 the Generator fails to pay any amount properly due or owing from it pursuant to the terms of this Agreement and such failure continues unremedied at the expiry of the period of sixty (60) Business Days immediately following receipt by the Generator of written notice from SONI of such non-payment; or

12.2.2 the Generator fails to comply with the terms of a Mandatory Notice served in accordance with sub-clause 13.3.2; or

12.2.3 if the Generator ceases to be a party to the Use of System Agreement;

12.2.4 if the Generator ceases to perform its material obligations under this Agreement to such an extent that SONI shall be entitled to treat the Generator as having repudiated this Agreement;

12.2.5 if the Generator ceases to perform its material obligations under this Agreement to such an extent that SONI shall be entitled to treat the Generator as having repudiated this Agreement; or

12.2.6 a breach of this Agreement or the Grid Code to which clause 13 applies becomes an event of default pursuant to the provisions of clause 13.7; or

12.2.7 if the Generator's relevant planning permission(s) for the Facility has expired or is otherwise quashed or revoked (which is beyond legal appeal or challenge and which cannot otherwise be remedied by the Generator at law including, without limitation by way of further planning variation(s) or application(s));

- 12.2.8 an order of the High Court is made or an effective resolution passed for its insolvent winding up or dissolution; or
- 12.2.9 a receiver which expression shall include an administrative receiver within the meaning of Article 5(1) of the Insolvency (Northern Ireland) Order 1989 of the whole or any material part of its assets or undertaking is appointed; or
- 12.2.10 an administration order under Schedule B1 of the Insolvency (Northern Ireland) Order 1989 is made or if a voluntary arrangement is proposed under Article 14 of that Order; or
- 12.2.11 (and, in the case of the occurrence of any of the events of default set out in sub-clauses 12.2.8 to 12.2.10 within 28 days of his appointment the liquidator, receiver, administrative receiver, administrator, nominee or other similar officer has not provided to SONI a guarantee of future performance by the Generator of this Agreement in such form and amount as SONI may reasonably require); or
- 12.2.12 it enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the Authority); or
- 12.2.13 it is unable to pay its debts within the meaning of Article 103(1) or (2) of the Insolvency (Northern Ireland) Order 1989, save that such sections shall have effect as if for £750 there was inserted £10,000 (and the Generator shall not be deemed to be unable to pay its debts if any demand for payment is being contested in good faith by the Generator with recourse to all appropriate measures and procedures).

12.3 Where an event of default has taken place in relation to the Generator as set out in clause 12.1, and provided that at the time the relevant failure specified in sub-clauses 12.2.1 to 12.2.5 is still continuing or the circumstances referred to in sub-clauses 12.2.8 to 12.2.13 still exist as appropriate SONI may on giving 48 hours' notice specifying the relevant event of default De-Energise the Generator's Connection Plant and Apparatus and terminate this Agreement, provided that prior to such De-Energisation the Generator may refer the matter to the Disputes Resolution Procedure pursuant to clause 23 in which case the rights of SONI under this clause 12.3 in respect of the relevant event of default shall be suspended until the final determination of the matter under clause 23. If the matter is finally determined in favour of SONI, SONI may forthwith De-Energise the Generator's Connection Plant and Apparatus and terminate this Agreement.

12.4 Generation Licence

In the event that the Generator ceases to hold the Generation Licence and has not, within a period of 28 days from the date of such cessation, obtained a replacement or substitute generation licence, SONI may, by notice to the Generator, forthwith terminate this Agreement.

- 12.5 TSO Licence
The Generator may, by notice to SONI, forthwith terminate this Agreement if SONI ceases to hold the TSO Licence.
- 12.6 The Lease
If the Lease is terminated (and is not renewed) or the Generator ceases to hold the relevant freehold reversion, or any other right to use or occupy the premises, which premises are the subject of the Lease) and the Generator thereby has insufficient rights of access to the Generator's Facility to operate the Generating Units the Generator shall, by notice to SONI, forthwith terminate this Agreement.
- 12.7 Disconnection Following Termination
If this Agreement is terminated pursuant to this clause 12 SONI may Disconnect the Generator's Plant and Apparatus and the provisions of clause 13.9 shall apply to such Disconnection and this provision shall survive termination of this Agreement.
- 12.8 Accrued and Continuing Rights and Obligations
Termination of this Agreement shall not affect any rights or obligations of either Party which may have accrued due as at the date of termination and shall not affect any continuing obligations of either Party which are expressed to survive termination of this Agreement.

13 OTHER BREACHES OF THE AGREEMENT AND THE GRID CODE (NOT AMOUNTING TO EVENTS OF DEFAULT) AND DE-ENERGISATION AND DISCONNECTION

- 13.1 Generator Breaches Causing Material Adverse Effect
If the Generator shall be in breach of the provisions of this Agreement or of the Grid Code (in circumstances which do not amount to an event of default under clause 12) and such breach causes or can reasonably be expected to cause a material adverse effect on the business, operations or financial position of SONI, NIE, or other System Users then SONI may:
- 13.1.1 where the breach is capable of remedy, give written notice to the Generator specifying in reasonable detail the nature of the breach and requiring the Generator within 28 days after receipt of such notice or within any longer period agreed between SONI and the Generator, (the agreement of SONI not to be unreasonably withheld or delayed) to remedy the breach; or
- 13.1.2 where the breach is incapable of remedy, give written notice to the Generator specifying in reasonable detail the nature of the breach and the reasons that the breach is incapable of remedy and requiring the Generator within five (5) Business Days after receipt of such notice to undertake to SONI not to repeat the breach.
- 13.2 Discussion of Breach of Grid Code
Whenever SONI serves a notice on the Generator pursuant to clause 13.1 in relation to a breach of the Grid Code SONI and the Generator shall discuss in good faith and without delay the nature of the breach and each shall use all

appropriate procedures available to them under the Grid Code (including testing rights and the procedures set out in part OC11 (Testing, Monitoring and Investigation) of the Grid Code) in an attempt to establish as quickly as reasonably practicable a mutually acceptable way of ensuring future compliance by the Generator with the relevant provision of the Grid Code.

13.3 Consequence of Generator Breach

Without prejudice to the provisions of clause 13.5, if the Generator fails to comply with the terms of any valid notice served on it by SONI in accordance with sub-clause 13.3.1 or the Generator repeats a breach which is or has been the subject of a notice given under sub-clause 13.3.2 or the Generator is in breach of any undertaking given in accordance with sub-clause 13.3.2 and such breach causes or can be reasonably expected to cause a material adverse effect on the business, operations or financial position of SONI, NIE or other System Users, SONI may in its discretion either:

13.3.1 De-Energise the Generator's Connection Plant and Apparatus upon the expiry of at least 48 hours' prior written notice to the Generator, provided that at the time of expiry of such notice the breach concerned remains unremedied and that neither Party has referred the matter to be resolved pursuant to clause 23, in which event SONI may De-Energise forthwith following the final determination of the Disputes Resolution Procedure in SONI's favour; or

13.3.2 serve a notice (a "**Mandatory Notice**") on the Generator (with a copy sent to the Authority), requiring the Generator to operate its Plant and Apparatus in a way that SONI reasonably believes will be in compliance with the provisions of this Agreement and/or of the Grid Code (as the case may be) and refer the matter to be resolved pursuant to the Disputes Resolution Procedure under clause 23 and until such time as the dispute has been settled, the Generator shall comply with the terms of the Mandatory Notice.

13.4 Breach of Order of Authority

If the Authority makes a final order or a confirmed provisional order (as defined in the Order) against the Generator in respect of non-compliance with the Grid Code, with which order the Generator continues to fail to comply SONI may De-Energise the Generator's Connection Plant and Apparatus upon the expiry of at least 12 hours' prior written notice to the Generator, provided that at the time of expiry of such notice the failure concerned is continuing.

13.5 Breach of SONI Licences

If a breach of the nature referred to in clause 13.1 continues to the extent that it places, or is reasonably likely to place, SONI in breach of the TSO Licence, SONI may De-Energise the Generator's Connection Plant and Apparatus upon the expiry of at least 12 hours' prior written notice to the Generator provided that at the time of expiry of such notice the breach concerned remains unremedied.

13.6 Dispute Over Terms for Re-Energisation

If, following any De-Energisation pursuant to this clause 13, the Generator applies to SONI for the Generator's Connection Plant and Apparatus to be Re-energised

and is refused or is offered terms which the Generator does not accept, this shall be deemed to be a dispute over the terms for connection which the Generator may refer to the Authority for determination under the TSO Licence. If the Generator accepts any terms offered by SONI or settled by the Authority pursuant to any such reference, SONI shall Re-energise the Generator's Connection Plant and Apparatus forthwith after any request from the Generator for SONI to do so.

13.7 Breach Unremedied 6 Months After De-Energisation

If a breach of this Agreement or the Grid Code which led to any De-Energisation pursuant to this clause 13 remains unremedied at the expiry of at least 6 months after the date of such De-Energisation, such breach shall become an event of default under sub-clause 12.2.6 (and SONI shall give notice thereof to the Generator in writing) provided that:

13.7.1 all disputes arising out of the subject-matter of this clause 13 which are referred to the Disputes Resolution Procedure pursuant to clause 23 have then been finally determined in favour of SONI; and

13.7.2 any reference to the Authority pursuant to this clause 13 has been finally determined in favour of SONI or the Generator has not accepted or proceeded in good faith to implement any terms settled by the Authority pursuant to a reference to it as soon as reasonably practicable.

13.8 De-Energisation

For the avoidance of doubt, a right to De-Energise pursuant to this clause 13 shall not of itself confer on SONI a right to Disconnect the Generator's Connection Plant and Apparatus.

13.9 Disconnection

Where this Agreement has been terminated pursuant to the provisions of clause 12 SONI may give notice of Disconnection to the Generator whereupon the following provisions will apply:

13.9.1 SONI shall procure the Disconnection of the Generator's Connection Plant and Apparatus, and shall (subject to any arrangements between Northern Ireland Electricity Networks Limited (acting as Lessee under the Lease) and the Generator) by arrangement with the Generator remove any of the Generator's Plant and Apparatus and NIE's Plant and Apparatus from the demised premises (as defined in the Lease), within 6 months of the date of termination or such longer period as may be agreed between the Parties or under the Lease, and for the avoidance of doubt, this provision shall survive termination of this Agreement; and

13.9.2 the Generator shall be obliged to pay to SONI forthwith any accrued charges outstanding pursuant to clause 6.

13.10 Generator to Give Notice of Intention to Disconnect

Without prejudice to clause 9.2 the Generator shall give to SONI not less than 24 months' written notice of any intention of the Generator to Disconnect the Generator's Connection Plant and Apparatus (or any such other period as required in accordance with the Grid Code). Upon receipt of such notice SONI may,

without prejudice to its rights under the TSO Licence and upon expiry of the period specified in such notice (and not before), Disconnect the Generator's Connection Plant and Apparatus and at the expiry of such period this Agreement shall terminate and the provisions of sub-clauses 13.9.1 and 13.9.2 shall apply.

14 ASSIGNMENT

- 14.1 Neither Party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed if the Party wishing to assign has demonstrated to the reasonable satisfaction of the other Party that the proposed assignee has adequate legal, financial and technical status and ability to observe and perform the obligations of the assignor under this Agreement.
- 14.2 No assignment pursuant to clause 14.1 shall be effective unless and until the assignor has procured the proposed assignee to covenant directly with the other Party to observe and perform all the terms and conditions of this Agreement and the Grid Code, has provided to the other Party a certified copy of the assignment (omitting the consideration therefor and any other commercial terms thereof) and has procured that any guarantee in respect of the assignor's obligations is extended to the proposed assignee or replaced by another providing the other Party with equivalent security.
- 14.3 No assignment by the Generator pursuant to clause 14.1 shall be effective unless at the same time there is assigned or novated to the assignee the assignor's interest in the Lease and any other agreements between the Parties which are necessary to the operation of the Facility or any Generating Unit.
- 14.4 The preceding provisions of this clause 14 shall not apply to an assignment by the Generator of its rights under or its title and interest in this Agreement by way of security to any bank or financial institution or any trustee on behalf of any such bank or financial institution.
- 14.5 Subject to the provisions of the Generation Licence and the TSO Licence, each Party shall have the right to sub-contract or delegate the performance of any of its obligations or duties arising under this Agreement including activities envisaged by the Grid Code without the prior consent of the other Party. The sub-contracting by a Party of the performance of any obligations or duties under this Agreement or of any activities envisaged by the Grid Code shall not relieve that Party from liability for performance of such obligation or duty.

15 RIGHTS OF ACCESS AND COMMON SERVICES

15.1 The Generator agrees that SONI (and its employees, agents, contractors and representatives) shall be entitled to access (including, for the avoidance of doubt, the right to egress and ingress along and through that part of the sub-station reasonably required for such access) the demised premises (as defined in the Lease) for all or any of the lawful purposes specified in this Agreement or reasonably required in connection with the discharge of SONI's functions under the Industry Arrangements and Grid Code, including where SONI (i) is responsible for or is entitled to have access to an item of the landlords fixtures and fittings (as defined in the Lease), for the purposes of installing, maintaining or repairing or reading such Equipment; (ii) where SONI wishes to witness any test of a Generating Unit and subject to any site safety requirements notified to SONI by the Generator; and (iii) for undertaking any other required fault investigations, inspections or maintenance.

- 15.2 All rights of access for SONI and NIE under this Agreement shall include the right for SONI and NIE to bring on to the Generator's Premises such vehicles, plant, machinery and construction materials as shall be reasonably necessary to carry out the functions in respect of which the right of access is granted. Any individual to whom access is given under this Agreement shall comply with all reasonable directions given by the Generator and its appropriately authorised employees and agents as to general safety and site security requirements, prior to and when present on the Generator's Premises. All such rights shall be exercisable free of charge or payment of any kind.
- 15.3 The Generator shall not have rights of access to the demised premises (as set out in the Lease) or NIE's Connection Plant and Apparatus (Schedule 4) at any time other than as may have been previously agreed in writing by SONI for the purpose of carrying out by the Generator of the Generator's obligations under this Agreement, or as otherwise permitted by the Lease.
- 15.4 Interference with Equipment
Each Party shall ensure that its agents, employees and invitees will not interfere in any way with the other Party's Plant and/or Apparatus (including all Metering Equipment) without the consent of the other Party.
- 15.5 The obligations contained in clause 15.4 shall be suspended if a situation should occur where emergency action has to be taken to protect the health and safety of persons or to prevent damage to property proximate to the relevant asset or to preserve or protect the NI System, in which case interference in order to protect the health and safety of such persons or to prevent such damage to property or to preserve or protect the NI System shall be allowed.

16 SITE SPECIFIC TECHNICAL CONDITIONS

- 16.1 SONI shall operate NIE's Plant and Apparatus in accordance with the special automatic facility schemes which are detailed in Schedule 5 hereto. The Generator shall operate the Generator's Plant and Apparatus in accordance with any agreement for System Support Services, if applicable.
- 16.2 The Generator and SONI shall each procure that the protection and control relay settings and fault clearance times which are set out in Schedule 5 hereto are recorded.
- 16.3 The Generator shall use all reasonable endeavours to ensure that the Generator's Connection Plant and Apparatus complies with and shall continue to comply with the other site specific technical conditions set out in Schedule 5 hereto and SONI shall procure that NIE uses reasonable endeavours to ensure that the NIE Connection Plant and Apparatus complies with and shall continue to comply with the other site specific technical conditions set out in Schedule 5 hereto.
- 16.4 If the Generator or SONI wishes to modify, alter or otherwise change the site specific technical conditions or the manner of their operation:

- 16.4.1 in relation to clauses 16.1 or 16.2, they may do so upon obtaining the agreement of the other Party, such agreement not to be unreasonably withheld;
 - 16.4.2 in relation to clause 16.3 such modification, alteration or change shall be deemed to be a Modification for the purposes of this Agreement.
- 16.5 Where on or immediately prior to the date of this Agreement the Generator's Connection Plant and Apparatus has any of the following technical attributes or facilities, or supplies any of the following:
- 16.5.1 circuit breaker fail protection;
 - 16.5.2 point on wave switching;
 - 16.5.3 protection equipment for the Generator's Connection Plant and Apparatus;
 - 16.5.4 fault disconnection facilities;
 - 16.5.5 automatic switching equipment;
 - 16.5.6 WFPS control system (as per the WFPS Settings Schedule);
 - 16.5.7 voltage and current signals for system monitoring;
 - 16.5.8 control telephony;

the Generator shall subject to the procedures relating to Modifications in clause 7 use all reasonable endeavours to ensure that during the term of this Agreement the Generator's Connection Plant and Apparatus retains such technical attributes or facilities.

- 16.6 SONI shall inform the Generator what set of safety rules SONI is working to. The Generator shall supply to SONI a copy of their Local Safety Instructions, and the relevant electrical standards and approved codes of practice (as set out in Schedule 9(C)) as soon as possible and in any event within ten (10) Business Days of receipt of such request.

17 CONFIDENTIALITY AND ANNOUNCEMENTS

17.1 General Restriction on the Generator

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

- 17.1.1 in the circumstances set out in clause 17.2; or

17.1.2 to the extent otherwise expressly permitted by this Agreement; or

17.1.3 with the prior written consent of SONI.

17.2 Exceptions

The restrictions imposed by clause 17.1 shall not apply to the disclosure of any information:

17.2.1 which now or hereafter comes into the public domain otherwise than as a result of a breach of an undertaking of confidentiality or which is obtainable with no more than reasonable diligence from sources other than SONI;

17.2.2 which is required to be disclosed by the Order or by any other Directive or in compliance with the conditions of any licence granted under the Order or any document referred to in any such licence with which the Generator is required to comply;

17.2.3 which is required to be disclosed by any other requirement of law or pursuant to the rules or regulations of the Financial Conduct Authority or any other Competent Authority;

17.2.4 which is required by order of any court of competent jurisdiction or any regulatory, judicial, governmental, or similar body;

17.2.5 which is furnished to the employees, directors, Affiliates, agents, proposed assignees, consultants and/or professional advisers of the Generator, in each case on the basis set out in clause 17.3;

17.2.6 (for the avoidance of doubt) in compliance with the requirements of Article 38 of the Order or the provisions of the Northern Ireland Fuel Security Code;

17.2.7 which is permitted to be disclosed by the Generator under the Trading and Settlement Code or the Capacity Market Code;

17.2.8 which is furnished to banks, financiers or insurers or their respective consultants and advisers, provided that the recipient agrees to keep such information confidential on terms no less onerous than those set out in clause 17.1.

17.3 Internal Procedures

With effect from the date of this Agreement the Generator shall adopt procedures within its organisation for ensuring the confidentiality of all information which it is obliged to preserve as confidential under clause 17.1. Those procedures shall be as follows:

17.3.1 the confidential information will be disseminated within the Generator only to persons who need such information for the purpose of carrying out the functions which they are employed to carry out;

17.3.2 the confidential information shall not be used by the Generator for the purpose of obtaining for the Generator or any Affiliate of the Generator or for any other person any contract or arrangement for the supply of electricity to any person without the prior consent of the originator of such confidential information;

17.3.3 employees, directors, Affiliates, agents, proposed assignees, consultants and professional advisers of the Generator in receipt of confidential information will be made fully aware of the Generator's obligations of confidence in relation thereto and the Generator will be responsible for any failure by such persons to comply with such obligations as if they were parties to this Agreement; and

17.3.4 any copies of the confidential information, whether in hard copy or computerised form, will clearly identify the confidential information as confidential.

17.4 Restrictions on SONI

SONI shall comply with the obligations contained in Condition 11 of the TSO Licence.

17.5 Public Announcements

17.5.1 Subject to sub-clause 17.5.2, no public announcement or statement regarding the signature, performance or termination of this Agreement shall be issued or made unless both Parties shall have been furnished with a copy of the proposed announcement or statement and shall have approved it (such approval not to be unreasonably withheld); and

17.5.2 neither Party shall be prohibited from issuing or making any such public announcement or statement which is required to be made to comply with any applicable law or the regulations of any recognised stock exchange upon which the share capital of such Party (or any parent undertaking of the Party) is from time to time listed or dealt in or is required under the City Code on Takeovers and Mergers or in response to a requirement of the Financial Conduct Authority or any other UK governmental regulatory authority.

18 **FORCE MAJEURE**

18.1 In relation to a Non-Performing Party, "Force Majeure" means any event or circumstance, or number of events or circumstances, or combination thereof which is beyond the reasonable control of that Party, and which results in or causes the failure of that Party to perform any of its obligations under this Agreement including:

18.1.1 war (whether declared or undeclared), threat of war, invasion, armed conflict, blockade or act of public enemy;

18.1.2 revolution, riot, insurrection, public demonstration or other civil commotion;

- 18.1.3 acts of terrorism, sabotage, fire, explosion, criminal damage or the threat of such acts;
- 18.1.4 nuclear explosion, radioactive or chemical contamination or ionising radiation;
- 18.1.5 strikes and other labour disputes;
- 18.1.6 any effect of the natural elements, including earthquake, flood, lightning, wind, drought, storm, unusually heavy or prolonged rain or accumulation of snow or ice;
- 18.1.7 Act of Parliament, other legislation, by-law or Directive (not being any order, regulation or directive made under Articles 35 to 38 inclusive of the Order);
- 18.1.8 the inability at any time or from time to time of the Transmission System to accept electricity generated by the Generator or the inability of the NI System to supply electricity to the Generator;

provided however that mechanical or electrical breakdown or failure of Plant and/or Apparatus owned or operated by either Party due to the manner in which such Plant and/or Apparatus has been operated (whether or not by the relevant Party) shall not constitute Force Majeure and provided that lack of funds shall not be interpreted as a cause beyond the reasonable control of either Party.

18.2 Consequences of Force Majeure

Where a Non-Performing Party is unable to perform all or any of its obligations under this Agreement by reason of Force Majeure, this Agreement shall remain in effect but the Non-Performing Party's relevant obligations and the corresponding obligations of the other Party owed to the Non-Performing Party under this Agreement shall be suspended and neither party shall be liable for breach of this Agreement provided that:

- 18.2.1 such suspension is of no greater scope and longer duration than is required by the Force Majeure;
- 18.2.2 the Non-Performing Party forthwith notifies the other Party of the circumstances of Force Majeure, identifying the nature of the event, its expected duration, and the particular obligations thereby affected and furnishes reports at such intervals as the other Party may reasonably request, with respect thereto during the period of Force Majeure;
- 18.2.3 the Non-Performing Party uses all reasonable efforts to remedy its inability to perform (including, without limitation and in the case of SONI, enforcing any rights available to it under the TIA);
- 18.2.4 no obligations of either Party that arose before the Force Majeure are excused as a result of Force Majeure; and
- 18.2.5 forthwith after the occurrence of the Force Majeure, the Parties consult with each other as how best to give effect to their obligations under this

Agreement so far as is reasonably practicable during the period of Force Majeure.

19 MISCELLANEOUS

19.1 Waiver of Rights

No delay or forbearance by either Party in exercising any right, power, privilege or remedy under this Agreement shall operate to impair or be construed as a waiver of such right, power, privilege or remedy. For the avoidance of doubt, any waiver by either Party of the obligations of the other Party shall be evidenced by an agreement in writing signed by the Parties. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

19.2 Intellectual Property

All Intellectual Property relating to the subject matter of this Agreement conceived, originated, devised, developed or created by either Party or its officers, employees, agents or consultants during the term of this Agreement shall vest in such Party as sole beneficial owner thereof save where the Parties agree otherwise in writing.

20 NOTICES

20.1 Save for notices which are given pursuant to the Grid Code (as to which the procedures provided for in the Grid Code shall apply) any notice or other communication to be given by one Party to the other under, or in connection with the matters contemplated by, this Agreement shall be sent to the address given and marked for the attention of the person specified in Schedule 8(A) or Schedule 8(B) (as the case may be) or such other address or person as one Party shall from time to time designate by written notice to the other.

20.2 Save for notices which are given pursuant to the Grid Code (as to which the procedures provided for in the Grid Code shall apply) any notice or other communication to be given by one Party to the other Party under, or in connection with the matters contemplated by, this Agreement shall be in writing and shall be given by letter delivered by hand or sent by first class prepaid post (airmail if overseas) and shall be deemed to have been received:

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

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

21 SECURITY AND INSURANCES

21.1 Security

The Generator shall maintain Security in the form of an MEC Bond (or in such other form as agreed with SONI in line with the SONI Payment Security Policy) until such time as the Generator has passed the Capacity Test in accordance with this Agreement.

- 21.2 For the purposes of this clause 21, a “**Capacity Test**” means a test by undertaken by the Generator to demonstrate to the satisfaction of SONI (acting reasonably and in accordance with Prudent Operating Practice) that the Generating Unit(s) can achieve $\geq 95\%$ of the Facility’s MEC for a duration of ≥ 30 mins. The Capacity Test shall be undertaken by the Generator within twelve (12) months from the date on which the Facility is Connected to NI System, Energised at the Connection Point and issued with a Temporary Compliance Certificate.
- 21.3 The Security amount is determined by SONI in accordance with the following formula:
 $A * C$
 Where: $A = \text{£}[\] / \text{MW}$
 $C = \text{the Maximum Export Capacity.}$
- 21.4 Where the Generator fails to pass the Capacity Test within the specified timeframes, then SONI shall be entitled to draw down on the MEC Bond. For the avoidance of doubt, the Generator shall be deemed to have failed to pass the Capacity Test in the event that the Generator fails to meet both the MEC and duration requirements of the Capacity Test.
- 21.5 The amount of money that is recoverable by SONI from the Generator as a result of the failure of the Generator to pass the Capacity Test within the required timeframes shall be the difference between $A * C$ and $A * X$. where $X = \text{the MEC of the Generating Unit(s) as determined by the results of the Capacity Test.}$
- 21.6 Following the Capacity Test, if the Generator is unable to fully utilise the MEC for the Facility stated in Schedule 2 of this Agreement then SONI (acting reasonably and in accordance with Prudent Operating Practice) reserves the right to vary the MEC to a value equal to that achieved during the Capacity Test.
- 21.7 In applying the principles outlined in this clause 21, SONI may take into consideration circumstances which are outside of the Generator’s control.
- 21.8 Insurances
 The Generator shall take out and maintain applicable insurances in respect of the Connection as set out in Schedule 10.
- 21.9 The Generator shall furnish to SONI such evidence of the insurances upon written request by SONI as soon as possible and in any event within ten (10) Business Days of receipt of such request.

22 COUNTERPARTS

This Agreement may be executed in two counterparts and by each Party on a separate counterpart, each of which when executed and delivered shall constitute an original, but both counterparts shall together constitute one and the same instrument.

23 DISPUTES RESOLUTION

- 23.1 Any dispute or difference of whatever nature howsoever arising under, out of or in connection with this Agreement between the Parties shall be resolved in accordance with the Disputes Resolution Procedure in this clause 23.
- 23.2 Notification of Dispute
Either Party may notify the other Party of any occurrence or discovery of any item or event which the notifying Party acting in good faith considers to be a dispute under or in connection with this Agreement.
- 23.3 Appointment of Company Representative
Each Party shall, by notice to the other Party within fifteen (15) Business Days of a notification under clause 23.2, appoint, a representative with expertise or experience in the area in which the dispute arises to represent them and to meet with the other representative within twenty (20) Business Days of the date on which notification of the dispute under clause 23.2 was sent to the other Party, to attempt in good faith to satisfactorily resolve the dispute.
- 23.4 Referral to Arbitration
Save where expressly stated in this Agreement to the contrary and subject to any contrary provision of the Order or any Licence or the rights, powers, duties and obligations of the Authority or the Secretary of State under the Order, any Licence or otherwise howsoever, any dispute or difference of whatever nature howsoever arising under, out of or in connection with this Agreement remains unresolved twenty (20) Business Days after the meeting between the Parties has taken place in accordance with clause 23.3, either Party may refer the dispute to arbitration pursuant to the arbitration rules of the Electricity Arbitration Association in force from time to time.
- 23.5 Proper Law
Whatever the nationality, residence or domicile of either Party and wherever the dispute or difference or any part thereof arose the law of Northern Ireland shall be the proper law of any reference to arbitration hereunder 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 the same or any part of it shall be conducted and the seat of the arbitration shall be Belfast.
- 23.6 Third Party Claims (1)
Subject always to clause 23.8, if any third party (being a person who is not a Party) brings any legal proceedings in any court against either Party to this Agreement (the “Defendant Party”), and the Defendant Party wishes to make a Third Party Claim (as defined in clause 23.7) against the other Party (the “Other Party”) which would but for this clause 23.6 have been a dispute or difference referred to arbitration by virtue of clause 23.4 then, notwithstanding the provisions of clause 23.4 which shall not apply and in lieu of arbitration the court in which the legal proceedings have been commenced shall hear and completely determine and adjudicate upon the legal proceedings and the Third Party Claim not only between the third party and the Defendant Party but also between either or both of them and the Other Party whether by way of third party proceedings or otherwise as may be ordered by the court.

23.7 Third Party Claims (2)

For the purposes of this clause 23.6 "Third Party Claim" shall mean:

- 23.7.1 any claim by the Defendant Party against the Other Party (whether or not already a party to the legal proceedings) for any contribution or indemnity; or
- 23.7.2 any claim by the Defendant Party against the Other Party for any relief or remedy relating to or connected with the subject matter of the legal proceedings and substantially the same as some relief or remedy claimed by the third party; or
- 23.7.3 any requirement by the Defendant Party that any question or issue relating to or connected with the subject matter of the legal proceedings should be determined not only as between the third party and the Defendant Party but also as between either or both of them and the Other Party (whether or not already a party to the legal proceedings).

23.8 Limitation

Clause 23.6 shall apply only if at the time the legal proceedings are commenced no arbitration has been commenced between the Defendant Party and the Other Party raising or involving the same or substantially the same issues as would be raised by or involved in the Third Party Claim. The tribunal in any arbitration which has been commenced prior to the commencement of legal proceedings shall determine the question, in the event of dispute, whether the issues raised or involved are the same or substantially the same.

24 GOVERNING LAW

This Agreement shall be governed by and construed in all respects in accordance with the laws of Northern Ireland.

25 JURISDICTION

- 25.1 Subject and without prejudice to clauses 23 and 25.4, the Parties irrevocably agree that the courts in Northern Ireland are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement including the Grid Code and that accordingly any suit, action or proceeding (together with this clause 25 referred to as "Proceedings") arising out of or in connection with this Agreement may be brought in such court.
- 25.2 Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any Proceedings in any such court as is referred to in this clause 25.2 and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that judgement in any Proceedings brought in the courts of Northern Ireland shall be conclusive and binding upon such Party and may be enforced in the courts of any other jurisdiction.
- 25.3 Each Party which is not incorporated in any part of Northern Ireland agrees that if it does not have, or shall cease to have, a place of business in Northern Ireland,

then it will promptly appoint some other person irrevocably to accept service of process on its behalf in any Proceedings in Northern Ireland.

- 25.4 For the avoidance of doubt nothing contained in the foregoing provisions of this clause 25 shall be taken as permitting either Party to commence Proceedings in the courts where this Agreement otherwise provides for Proceedings to be referred to the Disputes Resolution Procedure.

26 EFFECT OF ILLEGALITY ETC.

- 26.1 If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable, or is declared by any court of competent jurisdiction or any other Competent Authority to be invalid, illegal or unenforceable or if such Competent Authority:

26.1.1 refuses, or formally indicates an intention to refuse, authorisation of, or exemption to, any of the provisions of or arrangements contained in this Agreement (in the case of a refusal either by way of outright refusal or by way of a requirement that this Agreement be amended or any of its provisions be deleted or that a Party give an undertaking or accept a condition as to future conduct); or

26.1.2 formally indicates that to continue to operate any provision of this Agreement may expose the Parties to sanctions under any law, order, enactment or regulation, or requests any Party to give undertakings or to accept conditions as to future conduct in order that such Party may not be subject to such sanctions.

and, in all cases, whether initially or at the end of any earlier period or periods of exemption then, in any such case, the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provision which substitute provisions are satisfactory to all relevant Competent Authorities and produce as nearly as is practicable in all the circumstances the appropriate balance of the commercial interests of the Parties.

27 THIRD PARTY RIGHTS

Subject to clause 10.5, a person who is not a party to this Agreement has no right, and is not intended by the Generator or SONI to have any right, under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this clause does not affect any right or remedy of a third party which exists or is available apart from the Act.

28 ENTIRE AGREEMENT

This Agreement contains and expressly refers to the entire agreement between the Parties with respect to its subject matter and expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the Parties with respect to its subject matter and each of the Parties acknowledges and confirms that it does not enter into this Agreement in reliance on

any representation, warranty or other undertaking by the other Party not fully reflected in the terms of this Agreement.

29 VARIATIONS

This Agreement may not be varied except by agreement in writing signed by the Parties.

AS WITNESS the hands of the duly authorised representatives of the Parties the day and year first above written.

SONI LIMITED)

By:)

Witness:)

Address:)

Date:)

[Generator])

By:)

Witness:)

Address:)

Date:)

SCHEDULE 1

Details of the Connection

**Schedule 1(A) Details of
the Connection**

1. Commencement Date: []
2. Facility: []
3. Connection Point: []
4. Delivery Point: []
5. Generating Unit(s) []
6. Location and nomenclature of metering equipment: []
7. Characteristics of supply
 - Phase rotation: []
 - Current: []
 - Voltage: []
 - Frequency: []
 - Fault level:
 - (a) SONI's contribution []
 - (b) Generator's contribution []
8. Term of substation lease: []
9. Site Responsibility Schedule: []
10. Monitoring and recording and transmitting device details: []
11. Facility Drawings: []

SCHEDULE 1(B)

Connection Offers

SCHEDULE 2

Maximum Export Capacity and Maximum Import Capacity

Maximum Export and Import Capacity

The Maximum Export Capacity permitted is [].

The Maximum Import Capacity permitted is [].

SCHEDULE 3

**Generators Connection
Plant and Apparatus**

Equipment	Location	Identification

SCHEDULE 5

Site Specific Technical Conditions

Schedule 5A)

Short Circuit Rating at the Connection Point

[]

Schedule 5B)

Protection Standards for the Transmission System

Systems of protection on the Generator covered by this agreement and as described in item (G) of this schedule comply with NIE Standards.

Schedule 5C)

Tripping/Interlocking Facility Requirements

Schedule 5D)

Automatic Control Facilities

Schedule 5E)

Star Points

Schedule 5F)

Fault Clearance Times

Schedule 5G)

Generator Protection and Settings

Schedule 5H)

Special Protection Scheme

SCHEDULE 6

Form of Modification Application

MODIFICATION APPLICATION NOTES

PLEASE STUDY THE FOLLOWING NOTES BEFORE COMPLETING AND SIGNING THIS APPLICATION FORM.

1. SONI requires the information requested in this application form for the purposes of preparing a Modification Offer of terms for the construction of a proposed Modification and for the variation of this Agreement covering any Connection Point affected by the Modification. It is essential that the Applicant should supply all information requested in this application form and that every effort should be made to ensure that such information should be accurate. For the avoidance of doubt, SONI shall at its sole discretion determine whether a Modification Application qualifies as a Modification, as per clause 7 of this Agreement.

Please note that certain expressions which are used in this application form are the glossary of definitions contained in clause 1 of this Agreement and when this occurs expressions have capital letters at the beginning of each word.
2. Should SONI consider that any information provided is incomplete or unclear or SONI require further information in order that it may prepare the Modification Offer, Applicant will be requested to provide further information or clarification.
3. Should there be any change in any information provided by the Applicant after it has submitted to SONI, the Applicant must immediately inform SONI of such a change.
4. SONI shall charge the Applicant, and the Applicant shall pay to SONI, SONI's Charges in relation to the application. An advance will be charged by SONI which will be reasonable in all the circumstances. No application will be considered until such advance been paid. The balance of the SONI Engineering Charges shall be notified and invoiced SONI to the Applicant together with a breakdown of such charges and the Applicant pay the same within ten (10) Business Days of the date of SONI's invoice. If SONI does make a Modification Offer to the Applicant in accordance with the TSO Licence than by reason of withdrawal of the application by the Applicant SONI will return the charges to the Applicant. In the event that the advance and any other payments exceed appropriate SONI Engineering Charges the excess shall be repaid forthwith to the Applicant.
5. The effective date upon which the application is made shall be the later of the date when SONI has received the application fee under Paragraph 4 above and the date when reasonably satisfied that the Applicant has completed Sections A-D of this Schedule 6, Modification Application. SONI shall notify the Applicant of such date.
6. SONI will make the Modification Offer in accordance with the terms of paragraph 7 and the TSO Licence.
7. SONI will make a Modification Offer as soon as is reasonably practicable and in any within 3 months of the effective date of the application or such later period as agreed to the Authority. The Modification Offer may, where it is necessary to carry out additional extensive system studies to evaluate more fully the impact of the proposed development, indicate the areas that require more detailed analysis. Before such additional studies are required, the Applicant shall indicate whether it wishes SONI to undertake the work necessary to proceed to make a revised Modification Offer within the 3 month period

where relevant, the timescale consented to by the Authority. To enable SONI to carry out any of the above mentioned necessary detailed system studies the Applicant may, at the request of SONI, be required to provide some or all of the Detailed Planning Data listed in the Appendix to the Planning Code which is part of the Grid Code.

8. Data submitted pursuant to this application shall be deemed submitted pursuant to the Grid Code.
9. SONI's Modification Offer will, to the extent appropriate, be based upon its standard form and terms of Modification Offer a copy of which is included in Schedule 7.
10. Please complete this application form in black print and return it duly signed to the Connections and Charging at SONI Limited, 12 Manse Road, Belfast BT6 9RT, telephone +44 (0)2890794336.

MODIFICATION APPLICATION

SONI Limited
Attn: Operations Manager
12 Manse Road
Belfast
BT6 9RT

To the Attention of the Operations Manager,

WE HEREBY APPLY TO MODIFY OUR CONNECTION TO THE TRANSMISSION SYSTEM AT [] CONNECTION POINT. WE AGREE TO PAY SONI'S ENGINEERING CHARGES ON THE TERMS SPECIFIED IN THE NOTES TO THE MODIFICATION APPLICATION.

WE WILL PROMPTLY INFORM SONI OF ANY CHANGE IN THE INFORMATION GIVEN IN THIS APPLICATION AS QUICKLY AS PRACTICABLE AFTER BECOMING AWARE OF ANY SUCH CHANGE.

Signed:

For and on behalf of the Applicant

Date:

A. DETAILS OF APPLICANT

1. Name:

2. Address:

3. Registered Office/Address:

4. Name, title and address of contacts for the purposes of this application, giving description of the field of responsibility of each person:

5. If Applicant is an agent, please give name(s) and address(es) of person(s) for whom the Applicant is acting:

B. THE CONNECTION POINT TO BE MODIFIED

1. Please identify by name the Connection Point at which the Modification is to be undertaken.

2. Give details of the rights in any additional land which you are proposing to acquire around the Connection Point (to include leasehold and freehold interests) so as to undertake the Modification.

3. What space is available around the Connection Point for working, storage, and accommodation areas for SONI contractors or other contractors, including NIE contractors, engaged on behalf of SONI.

4. Please provide details (including copies of any surveys or reports) of the physical nature of any additional land the subject of your answer to Question 2 above including the nature of the ground and the sub-soil including the results of the following tests:

[SONI to specify]

5. Please give details and provide copies of all existing relevant planning and other consents (statutory or otherwise) held by you relating to the land surrounding the Connection Point or the Modification and/or details of any pending applications for the same.

6. Please provide details of the values and methods of calculation of liquidated damages to be payable by SONI if the proposed works are delayed or not completed through SONI's fault.

7. Please indicate what, if any, of the necessary construction works necessary for the Modification you would like conducted upon your behalf.

C. TECHNICAL INFORMATION

Please provide full details of the proposed Modification together with the relevant Standard Planning Data as listed in Part 1 of the Appendix to the Planning Code to the extent that the data will change from previously submitted Standard Planning Data and Detailed Planning Data as a result of the proposed Modification.

Note: the data concerned form part of the Planning Code and Data Registration Code. Applicants should refer to these sections of the Grid Code for an explanation.

D. PROGRAMME

Please provide a suggested construction programme in bar chart form for the construction works necessary to install the Modification (not the NIE Connection Plant and Apparatus needing to be installed) indicating the anticipated date when the Connection will be required

SCHEDULE 7

Form of Modification Notification and Modification Offer

MODIFICATION NOTIFICATION

1. This Modification Notification is issued by SONI pursuant to clause 7.8 to this Agreement.

The System User has certain rights under clause 7.9 and is advised to consider whether it wishes to avail itself to such rights upon receipt of this Modification Notification.

2. SONI proposes to make the Modification to the Transmission System set out below:

3. SONI reasonably believes that you may have to carry out the following works as a result of the proposed Modification:

4. The latest date upon which you are entitled to apply to the Authority under Condition 26 of the TSO Licence is [date: to be inserted by SONI in accordance with the terms of the TSO Licence].

Dated:

Signed for and on behalf of
SONI Limited
MODIFICATION OFFER

Date:

Dear Sirs,

We refer to your application dated [] for a Modification for your proposed development at [1 and to [here list other documents submitted by applicant in support of his application together with any relevant SONI communications relating to the application} and now set out below our offer for the Modification. Please note that certain expressions which are used in this offer are defined in the glossary of definitions contained in Clause 1 to this Agreement and when this occurs the expressions have capital letters at the beginning of each word.

1. SONI offers to enter into an agreement covering the construction of the Modification in the terms set out in Schedule 6, Section A of the Modification Application and to vary this Agreement in relation to the Connection Point as specified in Schedule 6, Section B of the Modification Application.
2. This offer has been prepared upon the basis that you have or will obtain legal estate which you expressed as your intention in the said application in the land described in Section C of Schedule 6.
3. The technical conditions with which you must comply as a term of this offer are set out in the Grid Code. Additional or different technical conditions set out in the Appendices to this Agreement are set out in Section A and/or Section B of Schedule 6, Modification Application.
4. This offer is open for acceptance according to the terms of clause 7 of this Agreement and the TSO Licence. Please note your right to make an application to the Authority to settle the terms of the Offer pursuant to Condition 26 of the TSO Licence.
5. To accept this offer, please execute and return the agreements attached to this offer as Section A and Section B of Schedule 6, Modification Application. Subject to the provisions of paragraphs 2 and 3 above, SONI will then itself execute the Agreement(s). **THE AGREEMENTS ARE ONLY EFFECTIVE IN ACCORDANCE WITH THEIR TERMS ONCE THEY HAVE BEEN EXECUTED BY SONI.**

6. All communications in relation to this offer must, in the first instance, be directed to the [Commercial Department] of SONI for the attention of [description]. Yours faithfully,

For and on behalf of
SONI Limited

SCHEDULE 8

Address for Service of Notices and Communication Facilities

SCHEDULE 8(A)

Address for Services of Notices

SONI Limited

Castlereagh House
12 Manse Road
Belfast
BT6 9RT

For the attention of: The Company Secretary

[Generator]

[address]

For the attention of: []

SCHEDULE 8(B)

Contact Details for Operational Response

Contact details for 24hr Operational Response:

SONI Limited

For Operational issues please contact:

System Operations

12 Manse Road

Belfast

BT6 9RT

Email: zGRP-SONI-Neartime-Operations@soni.ltd.uk

Contact details for emergency Operational purposes only:

SONI loading engineer

Tel: 02890 707404

[Generator]

For Operational issues (including emergency) please contact:

[address]

T: []

Email: []

Primary Contact: []

T: []

Secondary Contact: []

T: []

Schedule 8(C)
Telecommunications Equipment for Control

SCHEDULE 9

**Site Responsibility Schedule
(including ownership/operations diagram and safety
responsibilities)**

SCHEDULE 9(A)

Connection Site: []

SCHEDULE 9(B)

Ownership Responsibility Diagrams

This Schedule has been prepared in accordance with part C.C.9.1.2 of the Connection Conditions of the Grid Code, on the basis that construction, commissioning, control, operation and maintenance responsibilities follow ownership.

The Ownership Diagram attached with this Schedule has been prepared in accordance with part CC.A2 of the Grid Code and listed below is the Ownership Diagram(s).

Diagram Description	Number
[]	[]

Signed:.....Name:.....Company:.....Date:.....

Signed:.....Name:.....Company:.....Date:.....

SCHEDULE 9(C)

Safety Responsibilities

Staff operating in Connection Sites will be required to comply in full, as appropriate, with the following:

1. The Health and Safety at Work (Northern Ireland) Order 1978 and subordinate health and safety legislation made thereunder, Approved Codes of Practice, Guidance Notes, and other relevant Acts and Statutory Rules and Orders relative to health and safety, including, but not limited to the following legislation (to the extent applicable and as updated, revised or amended from time to time):

Factories Act (Northern Ireland) 1965

Electricity (Northern Ireland) Order 1992

Electricity at Work Regulations (Northern Ireland) 1991

Electricity Regulations (Northern Ireland) 2007

Electricity Safety, Quality and Continuity Regulations (Northern Ireland) 2012

Control of Noise at Work (Northern Ireland) Regulations 2006

Control of Asbestos at Work Regulations (Northern Ireland) 2003

Control of Pesticides Regulations (Northern Ireland) 1987

Control of Substances Hazardous to Health Regulations (Northern Ireland) 2003

Health and Safety Information for Employees Regulations (Northern Ireland) 1991

Health and Safety at Work (Amendment) (Northern Ireland) Order 1998

Personal Protective Equipment at Work Regulations (Northern Ireland) 1993

Management of Health & Safety at Work Regulations (Northern Ireland) 2000

Reporting of Injuries, Diseases, and Dangerous Occurrences Regulations (Northern Ireland) 1997

2. Electrical standards and approved codes of practice including those published by the Northern Ireland Health and Safety Executive.
3. The NIE Networks Health and Safety Policy Statement or any replacement thereof.

4. The NIE Safety Rules (Electrical and Mechanical) SRG4 (or any replacement thereof) available at

<http://www.nie.eo.uk/documents/Market-services/Safety-rules-guidance-pdf>.

5. Any other guidance documents associated with the NIE Safety Rules (Electrical and Mechanical) SRG 4.

6. The NIE requirement to use only 'approved' equipment and tools, as laid down under the NIE Safety Rules (Electrical and Mechanical) SRG 4 and supporting documentation.

7. NIE Operational Codes as published by NIE from time to time.

8. NIE procedures for Safety Coordination associated with inter-connected supplies and services (excluding HV Apparatus) and in accordance with the principles set out in Operating Code No. 6 of the Grid Codes.

9. A Safety Co-ordinator(s) must be appointed by the Generator (in accordance with any applicable legislation) to carry out HV switching operations on the Generator's installation. The name(s) of such person(s) should **be** forwarded to SONI and NIE.

Schedule 9(D)

**NIE Safety Rules (Electrical and Mechanical) SRG4
Safety Rules Guidance Document**

ONCE PRINTED THIS IS AN UNCONTROLLED DOCUMENT

NORTHERN IRELAND ELECTRICITY

SAFETY RULES GUIDANCE DOCUMENT

**INSTRUCTION FOR OPERATIONS OR WORK ON THE PREMISES
OF CUSTOMERS RECEIVING HIGH VOLTAGE SUPPLY**

SRG 4

[Issue 1]

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Appendices

- (A) Ownership, Control and Operation Diagram of a typical 11kV intake Substation.
- (B) Authorisation of Northern Ireland Electricity Personnel to operate customer controlled HV Switchgear.
- (C) Authorisation of Customers to operate Northern Ireland Electricity controlled HV Switchgear – Standard Form of Indemnity.
- (D) Work Instruction.
- (E) Operation, Isolation and Earthing Log.
- (F) Procedure for use of Operation, Isolation and Earthing Log.
- (G) Request for the Commissioning of High Voltage supplies.
- (H) Customers Guarantee and Declaration Form.

INSTRUCTION FOR OPERATIONS OR WORK ON THE PREMISES OF CUSTOMERS RECEIVING HIGH VOLTAGE SUPPLY

1 INTRODUCTION

- 1.1 The Electricity at Work Regulations (Northern Ireland) 1991 requires that 'No person shall engage in work that requires technical knowledge or experience to prevent danger or injury, unless he has that knowledge or experience, or is under appropriate supervision'.

In certain cases the **Danger** to be avoided may not be under the sole control of either the occupier or the contractor and it may therefore be necessary for the occupier and the contractor each to appoint an Authorised Person. On other occasions, Northern Ireland Electricity employees may be acting as employees of a contractor to carry out specialised work such as maintenance, fault repairs etc. on **HV** Apparatus which is the property of the customer. On such occasions the Northern Ireland Electricity employees may have to be appointed as Authorised Persons by the occupier to operate or work on customers **HV** Apparatus.

Alternatively where Northern Ireland Electricity undertakes work on customers **HV** Apparatus as a contractor with the **Danger** to be avoided under its control it shall appoint the **Authorised Person**.

- 1.2 The written agreement of the customer to the procedures contained in this document shall be obtained before any work is undertaken on **HV** Apparatus in customer's premises.
- 1.3 Where Northern Ireland Electricity is satisfied that the customer operates effective **Switching** control and Safety Rules, Safety Documents issued by the customer shall be accepted as sufficient evidence that the necessary isolation, earthing and safety precautions have been properly carried out. In these circumstances the detailed requirements of this document need not be implemented.

Safety Documentation issued by the customer shall be countersigned by the Northern Ireland Electricity **Senior Authorised Person**.

Alternatively, the Northern Ireland Electricity Engineer may accept the customer's Safety Documentation and then issue a Northern Ireland Electricity **Safety Document** to the staff under his control.

2 SCOPE

This Safety Rules Guidance Document and accompanying Appendices give guidance on the procedures to be followed in relation to the operations associated with the provision of supplies to customers at **HV**. The procedures include those to be adopted when Northern Ireland Electricity employees or contractors carry out work on Northern Ireland Electricity or customers **HV** Apparatus situated on customer's premises when such Apparatus can be energised either by Northern Ireland Electricity controlled switchgear or customer controlled switchgear or both Northern Ireland Electricity controlled and customer controlled switchgear. The procedures also include those to be adapted when customers carry out work on **HV** Apparatus on their premises when such Apparatus can be energised by either Northern Ireland Electricity controlled switchgear or both Northern Ireland Electricity controlled and customer controlled switchgear. This also includes cases where **HV** Apparatus can be energised from **LV** sources. Northern Ireland Electricity Policy on planning the methods of supply at **HV** is explained in Northern Ireland Electricity Network Policies and Procedures documents.

3 DEFINITIONS

Terms printed in bold type (other than in headings) are as defined in the Northern Ireland Electricity Safety Rules (Electrical and Mechanical) and are as follows:

Apparatus – All equipment forming part of the **System** in which electrical conductors are used, supported, or of which they may form a part, and for which Northern Ireland Electricity has a maintenance responsibility.

Approved - Sanctioned by the Chairman of the Electrical & Mechanical Safety Advisory Committee (EMSAC) for use.

Caution Notice - A notice in **Approved** form conveying a warning against interference.

Earthing Device

An **Approved** means of providing a connection between a conductor and earth, being one of the following:

- (i) **Primary Earth** – A fixed or portable **Earthing Device** applied at a position defined in a **Safety Document**.
- (ii) **Drain Earth** - A fixed or portable **Earthing Device** applied for the purpose of protection against induced voltages or inadvertent backfeed.

Danger – A risk, to health or of bodily injury.

High Voltage (HV) – A voltage exceeding 1000 volts.

Isolated - Disconnected from associated **Plant** and/or **Apparatus** by an **Isolating Device(s)** in the isolating position, or by adequate physical separation or sufficient gap.

Isolating Device - A device for rendering **Plant** and **Apparatus Isolated**.

Keys

Being one of the following:

- (i) **Safety Key** – A key unique at the **Location** capable of operating a lock which will cause an **Isolating Device, Earthing Device**, vent or drain to be **Locked**.
- (ii) **Key Safe Key** - A key unique at the **Location** capable of operating a lock, other than the control lock, on a **Key Safe**.

Key Safe – A device of an **Approved** type for the secure retention of **Keys**.

Location – Any place at which work or testing under the Northern Ireland Electricity Safety Rules is carried out.

Low Voltage (LV) - A voltage not exceeding 1000 volts.

Persons

Being one of the following:

- (i) **Competent Person** – A **Person** who has sufficient technical knowledge and/or experience to avoid **Danger** who may receive, transfer and clear specified **Safety Documents** when nominated by an appropriate officer of Northern Ireland Electricity.
- (ii) **Authorised Person** – A **Competent Person** who has been nominated by an appropriate officer of Northern Ireland Electricity to carry out duties specified in writing.
- (iii) **Senior Authorised Person** – An **Authorised Person** nominated by an appropriate officer of Northern Ireland Electricity to carry out duties specified in writing, including the preparation, issue and cancellation of specified **Safety Documents**.
- (iv) **Control Person** – A **Person** who has been nominated by an appropriate officer of Northern Ireland Electricity to be responsible for controlling and co-ordinating safety activities necessary to achieve **Safety from the System**.

Plant - Fixed and movable items of equipment, other than **Apparatus**, forming part of the **System**, for which Northern Ireland Electricity has a maintenance responsibility.

Safety Document

Being one of the following:

- (i) **Limited Work Certificate** – A **Safety Document** of a format indicated in the Northern Ireland Electricity Safety Rules (Electrical and Mechanical), which defines the limits within which work or testing may be carried out and specifies necessary precautions.
- (ii) **Permit for Work** - A **Safety Document** of a format indicated in the Northern Ireland Electricity Safety Rules (Electrical and Mechanical), specifying the **Plant** and/or **Apparatus** to be worked on, the work to be carried out and the actions taken to achieve **Safety from the System**.
- (iii) **Sanction for Test** - A **Safety Document** of a format indicated in the Northern Ireland Electricity Safety Rules (Electrical and Mechanical), specifying the **Plant** and/or **Apparatus** to be tested, making known the conditions under which the testing is to be carried out and confirming actions which have been taken to achieve **Safety from the System**.

Safety from the System – That condition that safeguards persons working on or testing **Plant** and/or **Apparatus** from the **Dangers** which are inherent in the **System**.

Switching – The operation of circuit breakers, disconnectors/isolators, fuses or other methods of making or breaking an electrical circuit, and/or the application and removal of **Primary Earths**.

System - Items of **Plant** and **Apparatus** which are used separately or in combination in any process associated with the generation, transmission or distribution of electricity.

4 GENERAL REQUIREMENTS

Full details are given in the Appendices to this Guidance Document of procedures relating to operations on Apparatus which can be energised by Northern Ireland Electricity controlled or customer controlled switchgear. In addition steps shall normally be taken as far as possible to prevent the customer inadvertently applying an **Earthing Device** to Northern Ireland Electricity **HV** systems viz., by operation of an integral earthing arrangement. Where there is joint operation of Apparatus between Northern Ireland Electricity and the customer it shall be normal to apply both Northern Ireland Electricity and customer Safety Locks to the **Apparatus**.

This shall be accomplished by the use of an 'Itex Lokgard' or similar device. In order to comply with statutory requirements it shall be necessary whatever the arrangements of supply, for the customer in an emergency to disconnect supply from his Apparatus.

5 CONTROL OF APPARATUS ON CUSTOMER'S PREMISES

- 5.1 Control of the switchgear used to isolate and or earth the circuit to be worked on determines the responsibility for the procedure to be followed. In general, the customer's Authorised Person shall operate the customer-controlled switchgear and Northern Ireland Electricity's **Authorised Person** shall operate the Northern Ireland Electricity controlled switchgear.
- 5.2 An ownership, control and operation diagram shall be prepared where a customer has **HV** Apparatus. The diagram shall show the relationship between the Apparatus to be worked on and the associated local network and shall indicate all points of isolation irrespective of voltage.

Where work to be preformed involves Northern Ireland Electricity supply intake positions, the diagram shall indicate the respective ownership and control and operation of the Apparatus involved.

This diagram shall be checked at the time any work or operations are to be carried out on the relevant Apparatus. A typical diagram is shown in Appendix A.

6 AUTHORISATION OF NORTHERN IRELAND ELECTRICITY PERSONS TO OPERATE CUSTOMER CONTROLLED SWITCHGEAR

- 6.1 When at the request of the customer it is necessary for a Northern Ireland Electricity **Authorised Person** to operate the customer's **HV** switchgear, the customer's authority in writing shall first be obtained. The customer shall be responsible for any damage to Apparatus resulting from such operation, except in the cases where damage is caused by negligence on the part of Northern Ireland Electricity. The customer shall indemnify Northern Ireland Electricity against any claim arising from damage to property or injury to Northern Ireland Electricity's employees, customer's employees or third party except where negligence on the part of Northern Ireland Electricity can be proven. A typical form of Authorisation / Indemnity is shown in Appendix B.

The Operation, Isolation and Earthing Log is not regarded as an authorisation for this purpose. Where a Northern Ireland Electricity **Senior Authorised Person** is appointed as the customer's Authorised Person or where Northern Ireland Electricity, as Contractor, takes control of the **Danger** to be avoided, the Operation, Isolation and Earthing Log shall not be required, but where work is to be carried out by customer's personnel an Operation, Isolation and Earthing Log shall be used (a model form of which is shown in Appendix E).

- 6.2 When a Northern Ireland Electricity **Authorised Person** requires to operate customers **HV** switchgear, all practical steps shall be taken to ensure that he has adequate knowledge of the Apparatus concerned.
- 6.3 The Northern Ireland Electricity **Authorised Person** is at all times acting as an agent of Northern Ireland Electricity when he is carrying out operational duties and this is the case even when he is operating on the premises of a customer, provided he is there on Northern Ireland Electricity business.
- 6.4 If the Northern Ireland Electricity **Authorised Person** has any doubt about work on, or operation of, customer's switchgear, he can refer any objection to the person issuing the instructions who would have the matter investigated and, if necessary, refer to a higher authority.

7 AUTHORISATION OF CUSTOMERS PERSONS TO OPERATE NORTHERN IRELAND ELECTRICITY CONTROLLED SWITCHGEAR

- 7.1 Where the necessity arises in compliance with Electricity Regulations for the customer to be provided with the facility to disconnect supplies to his Apparatus, the customer may be given permission by Northern Ireland Electricity to carry out such operations as are necessary to disconnect the incoming supplies to his Apparatus.

- 7.2 Unless there is a formal agreement to the contrary, customers shall not be able to parallel at **HV** Northern Ireland Electricity incoming supplies. To ensure that this is so, suitable interlocking features shall where practicable be fitted.

Where a customer is given the facility of changing over supplies for his operational convenience he shall advise Northern Ireland Electricity's **Control Person** before carrying out such operations. Where the customer is afforded special facilities for operating Northern Ireland Electricity's switchgear he shall nominate specific persons for this purpose. The person so nominated shall be notified to Northern Ireland Electricity in writing and approved by Northern Ireland Electricity in writing.

- 7.3 The customer shall be responsible for any damage to Northern Ireland Electricity's **Apparatus** resulting from such operation, except in the cases where damage is caused by negligence on the part of Northern Ireland Electricity. The customer shall indemnify Northern Ireland Electricity against any claim arising from damage to property or injury to Northern Ireland Electricity's employees, customer's employees or third party except where negligence on the part of Northern Ireland Electricity can be proven. A standard form of Indemnity is shown in Appendix C.

8 WORK ON HV APPARATUS WHICH CAN BE ENERGISED BY SWITCHGEAR CONTROLLED BY NORTHERN IRELAND ELECTRICITY

8.1 When Work is to be carried out by Northern Ireland Electricity Personnel

8.1.1 The de-energising, isolation, earthing and issue of **Permit For Work, Limited Work Certificate** or **Sanction For Test** shall be carried out by an **Authorised Person** or **Senior Authorised Person** in accordance with Northern Ireland Electricity Safety Rules, other associated Safety Rules Instructions issued by Northern Ireland Electricity and the requirements of supporting mandatory documents. **Safety Keys** shall be secured by Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person**.

8.1.2 Where the Apparatus on which work is to be carried out is owned by the customer, the customer's Authorised Person shall issue Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** with a written instruction to proceed with the work (see Appendix D).

8.2 When Work is to be carried out by Customer's Personnel

8.2.1 The customer's Authorised Person shall request in writing, isolation and earthing from Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** using an Operation, Isolation and Earthing Log (see Appendix E). The de-energising, isolation and earthing shall be carried out by Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** in accordance with Northern Ireland Electricity Safety Rules. Where the customer requests double locking this shall be carried out and if necessary a device such as the 'ltex Lokgard' used.

The customer's Authorised Person shall be asked to accompany Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** during isolation and earthing of the switchgear controlled by Northern Ireland Electricity.

Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** shall confirm completion of the customer's request on the Operation, Isolation and Earthing Log and return it to the customer's Authorised Person.

8.2.2 The customer's personnel shall then carry out their work on the Apparatus concerned under the customer's safety documentation.

8.2.3 On completion of the work the customer's Authorised Person shall request in writing, removal of earthing and re-energisation of the Apparatus by using the Operation, Isolation and Earthing Log.

9 WORK ON HV APPARATUS WHICH CAN BE ENERGISED BY SWITCHGEAR CONTROLLED BY THE CUSTOMER

9.1 When Work is to be carried out by Northern Ireland Electricity Personnel

9.1.1 The Northern Ireland Electricity **Authorised Person** or **Senior Authorised Person** shall request in writing on an Operation, Isolation and Earthing Log, the customer's Authorised Person to carry out de-energising, isolation and earthing of the Apparatus.

If, however a Northern Ireland Electricity **Authorised Person** or **Senior Authorised Person** is appointed, by the customer, to act as the customer's Authorised Person, the Operation, Isolation and Earthing Log shall not be required, and work can proceed as under Clause 8.1.

9.1.2 All de-energising, isolation and earthing shall be carried out by the customer's Authorised Person who shall be accompanied by Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person**. Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** shall satisfy himself that the isolation and earthing of the equipment has been carried out to meet the requirements of Northern Ireland Electricity Safety Rules and supporting mandatory documents.

9.1.3 The customer's Authorised Person shall apply his Safety Locks at each point of isolation from supply, the customer's Authorised Person securing the keys to those locks. The Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** shall apply his own Safety Locks at each point of Isolation from Supply, the Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** securing the **Keys** to his locks.

If two locks cannot be applied at a point of Isolation, a device such as the 'Itex Lokgard' may be used to facilitate multiple locking or a single Safety Lock and **Key Safe** may be used. Where a **Key Safe** is used, on unique **Key Safe Key** shall be held by the customer's Authorised Person and another by the Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person**. The customer's Authorised Person shall confirm completion of the request using the Operation, Isolation and Earthing Log and return it to the Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person**.

9.1.4 Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** shall affix suitable **Caution Notices** and **Danger Notices**.

9.1.5 When the Apparatus on which work is to be carried out is owned by the customer, the customer's Authorised Person, after completion of the isolation and earthing of the Apparatus shall issue Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** with a written instruction to proceed with the work (see Appendix D).

The instruction shall contain confirmation of all details of the work to be undertaken on the Apparatus.

9.1.6 Northern Ireland Electricity's **Senior Authorised Person** shall then issue a **Permit For Work**, **Limited Work Certificate** or **Sanction For Test** in accordance with Northern Ireland Electricity Safety Rules and supporting mandatory documents.

- 9.1.7 On completion of the work, the **Permit For Work, Limited Work Certificate** or **Sanction For Test** shall be cleared and cancelled in accordance with Northern Ireland electricity Safety Rules and supporting mandatory documents.
- 9.1.8 Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** shall then remove Northern Ireland Electricity Safety Locks and inform the customer's Authorised Person accordingly by the Operation, Isolation and Earthing Log.

9.2 **When Work is to be carried out by Customer's Personnel**

No action is required to be taken by Northern Ireland Electricity. It is the responsibility of the customer to comply with the Electricity at Work Regulations (Northern Ireland) 1991. The customer's personnel shall then carry out their work on the Apparatus concerned under the customer's safety documentation. When any of the Apparatus on which work is to be carried out is owned by Northern Ireland Electricity (e.g. a transformer on hire) the customer shall give Northern Ireland Electricity reasonable notice prior to the commencement of the work.

10 **WORK ON APPARATUS WHICH CAN BE ENERGISED BY SWITCHGEAR CONTROLLED BY NORTHERN IRELAND ELECTRICITY AND BY SWITCHGEAR CONTROLLED BY THE CUSTOMER**

10.1 **General Requirements**

- 10.1.1 Where the equipment to be worked on can be disconnected from supply only by the operation of both Northern Ireland Electricity controlled and customer controlled switchgear, Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** and the customer's Authorised Person working in close liaison shall isolate and earth their respective equipment.
- 10.1.2 All Operation Isolation and Earthing Logs used during a unique work activity shall be cross-referenced using the associated Northern Ireland Electricity's Request for Outage and/or Planned Work (E600) reference number.

10.2 When Work is to be carried out by Northern Ireland Electricity Personnel

- 10.2.1 Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** shall request in writing on an Operation, Isolation and Earthing Log, the customer's Authorised Person to carry out de-energising, isolation and earthing of the Apparatus.

If, however an Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** is appointed by the customer, to act as the customer's Authorised Person, the Operation, Isolation and Earthing Log is not required.

- 10.2.2 The customer's Authorised Person shall isolate the Apparatus at each point of supply under his control and apply his Safety Locks at each point, the customer's Authorised Person securing the Keys to his locks. The Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** shall also apply his own Safety Locks at these points, the Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** securing the keys to his locks. If two locks cannot be applied at a point of isolation, a device such as the 'Itex Lokgard' may be used to facilitate multiple locking, or a single Safety Lock and a **Key Safe** may be used. Where a **Key Safe** is used one unique **Key Safe Key** shall be held by the customer's Authorised Person and another by Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person**.

The customer's Authorised Person shall confirm completion of the request using the Operation, Isolation and Earthing Log and return it to the Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person**.. The customer's Authorised Person shall be accompanied by the Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** in the above operations. The Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** may operate the customer controlled switchgear if he has the written agreement of the customer for this purpose.

- 10.2.3 Northern Ireland Electricity's **Senior Authorised Person** shall isolate at each point of supply under his control and apply his Safety Locks to those points. Northern Ireland Electricity Safety Keys shall be secured by the Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person**.

- 10.2.4 The Northern Ireland Electricity **Authorised Person** or **Senior Authorised Person** shall in accordance with Northern Ireland Electricity Safety Rules and supporting mandatory documents, earth the Apparatus at each point of disconnection from the supply under his control, the Northern Ireland Electricity **Authorised Person** or **Senior Authorised Person** securing the **Safety Keys** where Safety Locks can be applied to lock a switch or circuit breaker in the **Earthed** position. The customer's Authorised Person shall then be requested by Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** to earth at each of the points of supply under his control. Where Safety Locks can be applied to lock a switch or circuit breaker in the **Earthed** position, the customer's Authorised Person shall apply his own Safety Locks, retaining the Keys to his locks. The Northern Ireland Electricity **Authorised Person** or **Senior Authorised Person** shall also apply his own Safety Locks at these points, the Northern Ireland Electricity **Authorised Person** or **Senior Authorised Person** securing the **Keys** to his locks. Alternatively the locking arrangements described in Clause 10.2.2 may be applied. It is essential that any Key to a lock which is used to secure a switch or circuit breaker in the **Earthed** position shall be inaccessible to unauthorised persons.
- 10.2.5 Northern Ireland Electricity's **Senior Authorised Person** shall apply Northern Ireland Electricity **Caution Notices** and **Danger Notices** as required and shall satisfy himself that isolation and earthing of the Apparatus has been carried out to the standard required by Northern Ireland Electricity Safety Rules and supporting mandatory documents.
- 10.2.6 When the Apparatus on which work is to be carried out is owned by the customer, the customer's Authorised Person shall then issue Northern Ireland Electricity's **Senior Authorised Person** with a written instruction to proceed with the work. This instruction shall contain confirmation of all details of the work to be carried out on the Apparatus.
- 10.2.7 Northern Ireland Electricity's **Senior Authorised Person** shall then issue a **Permit For Work, Limited Work Certificate** or **Sanction For Test** in accordance with Northern Ireland Electricity Safety Rules and supporting mandatory documents.
- 10.2.8 Work under a **Permit For Work, Limited Work Certificate** or **Sanction For Test** shall then proceed in accordance with Northern Ireland Electricity Safety Rules and supporting mandatory documents.

10.2.9 On completion of the work the **Permit For Work, Limited Work Certificate** or **Sanction For Test** shall be cleared by the Person in charge of the work and shall then be cancelled in accordance with Northern Ireland Electricity Safety Rules and supporting mandatory documents. Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** shall then remove Northern Ireland Electricity Safety Locks and inform the customer's Authorised Person by the Operation, Isolation and Earthing Log that the work by Northern Ireland Electricity's personnel is finished.

10.3 **When Work is to be carried out by Customer's Personnel**

10.3.1 The customer's Authorised Person shall request by an Operation, Isolation and Earthing Log for Northern Ireland Electricity's **Senior Authorised Person** to isolate at each point of supply under Northern Ireland Electricity control. Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** shall fit Northern Ireland Electricity Safety Locks on Northern Ireland Electricity **Apparatus** and shall retain Northern Ireland Electricity **Safety Keys** in his possession. The customer's Authorised Person shall apply his Safety Locks at these points of isolation including associated **LV** sources. If two locks cannot be applied at a point of Isolation, a device such as the 'Itex Lokgard' may be used to facilitate multiple locking or a single Safety Lock and **Key Safe** may be used. Where a **Key Safe** is used, on unique **Key Safe Key** shall be held by the customer's Authorised Person and another by the Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person**.

The Northern Ireland Electricity **Authorised Person** or **Senior Authorised Person** shall confirm isolation on the Operation, Isolation and Earthing Log and return it to the customer's Authorised Person. The customer's Authorised Person shall be asked to accompany the Northern Ireland Electricity **Authorised Person** or **Senior Authorised Person** during isolation and subsequent earthing of the Northern Ireland Electricity switchgear.

10.3.2 The customer's Authorised Person shall isolate at each point of supply under his control and apply his Safety Locks to these points, the customer's Authorised Person securing his Safety Lock
Keys.

10.3.3 The customer's Authorised Person shall then earth the Apparatus at each point of disconnection of supply under his control. Northern Ireland Electricity's **Authorised Person** or **Senior Authorised Person** shall then in accordance with Northern Ireland Electricity Safety Rules, earth the Apparatus at each point of disconnection from the supply under his control and retain in his **Key Safe** the **Keys** to Northern Ireland Electricity Safety Locks fitted at points of isolation and earthing. The customer's Authorised Person shall apply his Safety Locks at each of these points. To facilitate multiple locking, a device such as the 'Itex Lokgard' may be used.

10.3.4 The customer's personnel shall then carry out their work on the Apparatus concerned under the customer's safety documentation.

10.4 **When Work is to be carried out by both Northern Ireland Electricity and Customer's Personnel**

Both the customer's Authorised Person and Northern Ireland Electricity's Authorised Person or Senior Authorised Person shall use an Operation, Isolation and Earthing Log for all isolation and earthing requests and confirmations.

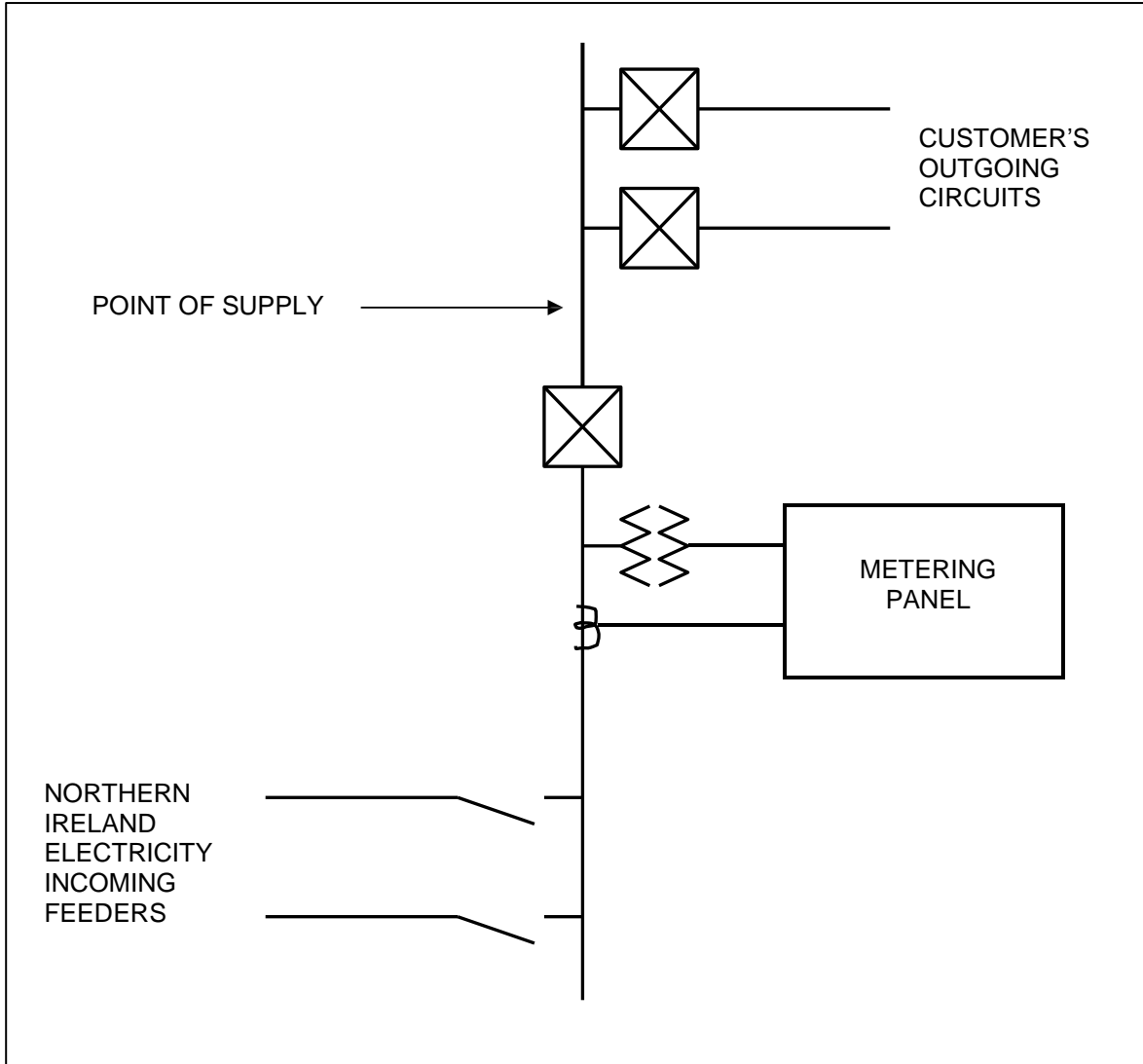
11 **COMMISSIONING PROCEDURE**


11.1 Before any supplies at high voltage are made available to the customer, the customer shall make such a request in writing. He shall state that he accepts full responsibility for the control of such supplies and shall nominate a duly authorised person to be in attendance at the time of commissioning to accept supplies on his behalf. A 'Request for the Commissioning of High Voltage Supplies' Form, (Appendix G), shall be used to make such a request. In addition to this the customer shall give to Northern Ireland Electricity a guarantee and declaration in writing regarding the electrical installation (see Appendix H).

11.2 Northern Ireland Electricity's **Senior Authorised Person** shall before commissioning supplies check that the details shown on the Ownership Diagram (Appendix A) are correct.

APPENDIX A

OWNERSHIP, CONTROL AND OPERATION DIAGRAM
OF A TYPICAL 11KV SUBSTATION



Northern Ireland Electricity	
OWNERSHIP DIAGRAM FACTORY INTAKE SUBSTATION	

**AUTHORITY TO OPERATE CUSTOMER'S
HIGH VOLTAGE SWITCHGEAR**



It is part of the terms of the arrangement referred to in clause 6.1 of the Northern Ireland Electricity Safety Rules Guidance document SRG 4 that you shall indemnify Northern Ireland Electricity against any claims which may be made against Northern Ireland Electricity in respect of damage to property whether belonging to you, Northern Ireland Electricity, or third parties and also you shall indemnify Northern Ireland Electricity in respect of any claims arising out of injury to any persons whether they are your employees, or employees of Northern Ireland Electricity or injuries to persons who do not fall into either of the preceding classes, except where negligence on the part of Northern Ireland Electricity is admitted by Northern Ireland Electricity or can be proved against Northern Ireland Electricity.

If the arrangement referred to above comes into operation then it is a term and condition of that arrangement that the indemnity referred to in the preceding paragraph shall come immediately into effective force and operation.

SIGNED DESIGNATION


DATE

COMPANY

APPENDIX C

AUTHORISATION OF CUSTOMERS TO OPERATE NORTHERN
IRELAND ELECTRICITY CONTROLLED HV SWITCHGEAR

STANDARD FORM OF INDEMNITY

<p align="center">AUTHORISATION OF CUSTOMER'S TO OPERATE NORTHERN IRELAND ELECTRICITY CONTROLLED HV SWITCHGEAR</p>	
<p>It is part of the terms of the arrangement referred to in clause 7.3 of the Northern Ireland Electricity Safety Rules Guidance document SRG 4 that you shall indemnify Northern Ireland Electricity against any claims which may be made against Northern Ireland Electricity in respect of damage to property whether belonging to you, Northern Ireland Electricity, or third parties and also you shall indemnify Northern Ireland Electricity in respect of any claims arising out of injury to any persons whether they are your employees, or employees of Northern Ireland Electricity or injuries to persons who do not fall into either of the preceding classes, except where negligence on the part of Northern Ireland Electricity is admitted by Northern Ireland Electricity or can be proved against Northern Ireland Electricity.</p> <p>If the arrangement referred to above comes into operation then it is a term and condition of that arrangement that the indemnity referred to in the preceding paragraph shall come immediately into effective force and operation.</p> <p>SIGNED DESIGNATION</p> <p>DATE</p> <p>COMPANY</p>	

APPENDIX F**PROCEDURE FOR USE OF HV CUSTOMER
OPERATION, ISOLATION AND EARTHING LOG**

The HV Customer Operation, Isolation and Earthing Log has been designed for use in situations where Northern Ireland Electricity carries out operations and/or work on Apparatus controlled by a customer or when customers carry out operations and/or work on Northern Ireland Electricity controlled Apparatus.

The log has also been designed to cover the situation where work is to be undertaken by customer's or Northern Ireland Electricity's employees, or in fact both groups of personnel, on Apparatus which is capable of being energised by equipment which is under the customer's control and also by Apparatus which is under Northern Ireland Electricity's control. The general requirements for use of the log are as follows.

- (a) All entries shall be clear and legible and shall include the name of the Person issuing the request. All sections of the log shall be completed.
- (b) A ball point pen shall be used for all entries. (Other types of pen may 'run' when the pages are in contact with water).
- (c) There shall be no spaces between entries in the log. Times shall be recorded in 24 hour format.
- (d) Alterations should be avoided - if this is not possible then the alteration is carried out by drawing a line through the word or words to be deleted and inserting the new word or words. Entries shall not be erased.
- (e) Requests recorded on the log must be carried out exactly and in the strict sequence issued. No earthing operations shall be requested before all isolation operations have been completed and acknowledged.
- (f) Operational requests shall be carried out only by the person to whom the request has been issued or by a person in training under their personal supervision.
- (g) If the person receiving the request has any query regarding the request he shall raise this with the issuing person before carrying out any part of the request.
- (h) If during any switching operation an abnormality occurs the switching sequence will be immediately stopped and the issuing person informed.
- (i) Issue of keys or safety documents shall be recorded on the log.
- (j) The associated E600 number or where this is not available the associated NAFIRS number shall be used to create a unique log number. The log number shall contain the prefix OIEL.

Where practicable the requirements of the Northern Ireland Safety Rules, Safety Rules Instructions and other mandatory documents shall be complied with.

The HV Customer Operation, Isolation and Earthing Log is designed to be used in the following situations:-

1 When Work is to be carried out by Customer's Personnel on Equipment which can be Energised from Switchgear Controlled by Northern Ireland Electricity

The customer's Authorised Person shall request isolation / earthing using the HV Customer Operation, Isolation and Earthing Log. The NIE **Authorised Person** shall following consultation with the NIE Distribution Control Centre record and carry out the required isolation / earthing in accordance with Northern Ireland Electricity Safety Rules, other associated Safety Rules Instructions issued by Northern Ireland Electricity and the requirements of supporting mandatory documents. Following this he shall then confirm completion of the request to the customer's Authorised Person using the HV Customer Operation, Isolation and Earthing Log. The points of isolation and/or earthing shall be specified on the HV Customer Operation, Isolation and Earthing Log. The customer's Authorised Person shall acknowledge the completion of the request on the HV Customer Operation, Isolation and Earthing Log and can then proceed to carry out his work by issuing his own Safety Documents.

On completion of the work the customer's Authorised Person shall confirm his work complete and his earthing removed on the HV Customer Operation, Isolation and Earthing Log. He shall request the removal of earths and re-energisation of the HV Apparatus using the HV Customer Operation, Isolation and Earthing Log.

2 When Work is to be carried out by Northern Ireland Electricity's Personnel on Equipment which can be Energised by Switchgear Controlled by a Customer

The procedure to be followed will be as in 1 above with the roles of Northern Ireland Electricity's **Senior Authorised Person** and the customer's Authorised Person interchanged i.e. Northern Ireland Electricity's **Senior Authorised Person** will request the required isolation with the customer's Authorised Person confirming completion.

3 When Work is to be carried out by Northern Ireland Electricity Personnel on Equipment which can be Energised by either Northern Ireland Electricity or the Customer

The Northern Ireland Electricity's **Senior Authorised Person** shall request isolation of the customer's controlled switchgear using the HV Customer Operation, Isolation and Earthing Log. When the isolation has been completed the customer's Authorised Person will confirm and record the details of the isolation on the HV Customer Operation, Isolation and Earthing Log. Following his acknowledgement of the completion of this request the Northern Ireland Electricity's **Authorised Person** shall then proceed to isolate and earth the **Apparatus** that is under the control of Northern Ireland Electricity. On completion of this the customer's Authorised Person shall be requested to earth the Apparatus under his control using the HV Customer Operation, Isolation and Earthing Log.

When this earthing has been completed, it shall be confirmed and recorded as above and acknowledged by the Northern Ireland Electricity's **Senior Authorised Person**. The work can proceed following the issue of the necessary Safety Document.

On completion of work and cancellation of the necessary Safety Documents which shall be recorded on the HV Customer Operation, Isolation and Earthing Log, the removal of earthing and isolation on the customer's controlled Apparatus will be carried out in the same manner as described above.

4 When Work is to be carried out by Customer's Personnel on Equipment which can be Energised by either Northern Ireland Electricity or the Customer

The procedure to be followed will be as in 3 above with the roles of Northern Ireland Electricity's **Senior Authorised Person / Authorised Person** and the customer's Authorised Person interchanged i.e. Northern Ireland Electricity's **Senior Authorised Person** will request the required isolation with the customer's Authorised Person confirming completion.

5 When Work is to be carried out by both Northern Ireland Electricity's and Customer's Personnel on Equipment which can be Energised by either Northern Ireland Electricity or the Customer

In this case it will be necessary for the customer's Authorised Person to request isolation of the **Apparatus** controlled by Northern Ireland Electricity and for Northern Ireland Electricity's **Senior Authorised Person** to request isolation of the Apparatus controlled by the customer. The procedures for requesting, recording and confirmation will be as described above. The requests and confirmations shall be where practicable be recorded on the same HV Customer Operation, Isolation and Earthing Log. If the same log cannot be used then all logs used for the isolation and earthing requests shall be cross-referenced using the associated Northern Ireland Electricity's Request for Outage and/or Planned Work (E600) reference number.

It is important to ensure that in all instances of utilising this procedure that isolation is completed, recorded and acknowledged before any earthing request is accepted. Also that during the re-energisation process all earthing is removed, recorded and acknowledged before any request for removal of isolation is accepted.

APPENDIX H

CUSTOMERS GUARANTEE AND DECLARATION FORM

Guarantee and declaration to be given to Northern Ireland Electricity by an applicant
before connection of a supply of electricity at high voltage

We, the undersigned officers of

hereby Guarantee that ever portion of the electrical installation at our premises situated at

which is in use at high voltage will be maintained in an efficient state and, if so required, to the satisfaction of Northern Ireland Electricity; that in cases where the said portion of the electrical installation is not enclosed in a building or other structure to which access can only be obtained by means of a key or special appliance, an authorised person will be available to cut off the supply in the event of emergency; and that instructions as to the treatment of persons suffering from electric shock will be displayed in our premises.

We also declare that the electrical installation is so designed and will be so maintained.

- (i) That no metalwork designed to be electrically charged at high voltage will normally be exposed so that it can be touched.
- (ii) That all conductors for use at high voltage (other than overhead lines, overhead bus-bars and connections) are completely enclosed in metal which is electrically continuous and adequately protected against mechanical damage.
- (iii) That all metalwork enclosing, supporting or associated with the electrical installation, other than that designed to serve as a conductor, is where necessary to prevent danger connected with earth.
- (iv) That the supply of energy to each motor or separate piece of apparatus is controlled by an efficient cut-off switch placed in such a position as to be readily accessible to and easily operated by the person in charge of the said motor or apparatus and so connected in circuit that by its means all voltage can be cut off from the motor or apparatus itself and from any regulating switch, resistance or other device associated therewith.
- (v) That all windings at high voltage of motors or other apparatus within reach from any position in which a person may require to be are efficiently protected so as to prevent danger.

- (vi) That where transforming apparatus is used, suitable provision is made, either by connecting with earth a point of the circuit at the lower voltage or otherwise, to guard against danger by reason of the said circuit becoming accidentally charged above its normal voltage by leakage from or contact with the circuit at the higher voltage.
- (vii) That unless the conditions are such that the whole of the conductors and apparatus for use at high voltage may be made dead at the same time for the purpose of cleaning or other work thereon, the said conductors and apparatus are so arranged that they may be made dead in sections, and that such sections are so separated by divisions or screens from all adjacent metal which is live that work on any section made dead may be carried out by an authorised person without danger.
- (viii) That adequate working space is provided in front of any switchboard (other than panels for controlling circuits at low voltage) and at parts of the installation where live conductors can be exposed.
- (ix) That adequate means are provided for preventing access by the public or any unauthorised person to any part of the installation which is designed to be electrically charged at high voltage.

For and on behalf of

Dated this

day of

Two Thousand and

Schedule 10
Insurances

The insurances below must be in place prior to the Energisation of the Facility and maintained until this Agreement is terminated.

Employer's Liability

Cover: Legal liability of the insured for bodily injury, death, illness or disease to any employee of the insured.

Limit of Indemnity: Minimum of £[] any one accident or series of accidents arising out of a single occurrence/unlimited any one period of insurance.

Insured: []

Jurisdiction: United Kingdom

Note: Letter or statement of confirmation by the respective insurance provider confirming coverage and confirming the specific indemnity for SONI Limited and Northern Ireland Electricity Networks Limited (as Transmission Owner).

Public/Product Liability

Cover: Legal liability of the insured for damage to property of third parties or bodily injury, death or disease to third parties arising out of the construction, ownership, operation and maintenance of the Facility.

Limit of Indemnity: Minimum of £[] any one occurrence unlimited in any period of insurance for the public liability exposures and capped at any one occurrence level and in the aggregate per insurance period for product liability.

Insured: []

Jurisdiction: United Kingdom

Note: Letter or statement of confirmation by the respective insurance provider confirming coverage and confirming the specific indemnity for SONI Limited and Northern Ireland Electricity Networks Limited (as Transmission Owner).