

AGREEMENT DATED



Eastern*/London*/South Eastern* Power Networks plc

and

[USER COMPANY NAME]

**BILATERAL CONNECTION AGREEMENT
FOR CONNECTION TO AND USE OF
[EASTERN POWER NETWORKS PLC's
LONDON POWER NETWORKS PLC's
SOUTH EASTERN POWER NETWORKS PLC's]
DISTRIBUTION SYSTEM
BY
ANOTHER LICENSED DISTRIBUTOR**

Income Services Manager
UK Power Networks (Operations) Ltd
Energy House
Carrier Business Park
Hazelwick Avenue
Three Bridges
Crawley
West Sussex
RH10 1EX

IDNOagreements@ukpowernetworks.co.uk
fax : 01293 577729

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PRCN006X - IDNO BCA Contract for Curtailment 2026 04 10

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THIS AGREEMENT is made this

BETWEEN:

- (1) **Eastern* / London * / South Eastern Power Networks plc** (registered number **Eastern* 02366906* / London* 03929195* / South Eastern* 03043097***) whose registered office is at Newington House, 237 Southwark Bridge Road, London SE1 6NP ("the **Company**"); and
- (2) **[ENTER USER COMPANY NAME HERE]** a company registered in England and Wales with number **[ENTER USER COMPANY NUMBER HERE]** whose registered office is at **[ENTER USER COMPANY ADDRESS HERE]** (the "**User**", which expression shall include its successors and/or permitted assigns).

WHEREAS

- (A) The User has applied for Connection to and use of the Company's Distribution System and pursuant to the Company's Distribution Licence the Company is required to offer terms in this respect.
- (B) The Company and the User are parties to the Distribution Connection and Use of System Agreement (the "**DCUSA**") as referred to in Condition 22 of their distribution licences granted, or treated as granted, under the Electricity Act 1989.
- (C) This Bilateral Connection Agreement including its schedules (the "**BCA**") is entered into pursuant to the DCUSA and shall be subject to its terms.
- (D) For the purposes of this BCA (and for the purposes of the DCUSA) the Company is the person providing Connection and Use of Distribution System and the User is the person receiving Connection and Use of Distribution System (as is the User for the purposes of the DCUSA).

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS, INTERPRETATION AND CONSTRUCTION

- 1.1 Unless the subject matter or context otherwise requires or is inconsistent therewith, terms and expressions defined in the DCUSA have the same meanings in this BCA. Where terms and expressions have different meanings in respect of Sections 2A and 2B of the DCUSA, the meanings given in respect of Section 2B of the DCUSA shall apply.
- 1.2 The following terms and expressions shall have the meaning set out below:-

TERM	MEANING
Close-Coupled	means in relation to Connection Equipment of either Party a condition where the; <ul style="list-style-type: none">1) physical coupling of both Party's electrical plant is made with no electric lines save for busbar connections between the two parties respective items of electrical plant, or2) the physical proximity or physical placement of the User's electrical plant and the Company's electrical plant is such that; <ul style="list-style-type: none">i) it is foreseeable that failure of either Party's electrical plant is likely to damage the other Party's electrical plant, orii) failure of either Party's electrical plant which cannot be repaired in-situ requires replacement works which cannot be conducted without the removal or movement or replacement of the other Party's electrical plant or any part of it, oriii) replacement of either Party's electrical plant cannot be physically conducted without the removal or movement or

replacement of the other Party's electrical plant or any part of it whether or not the other Party's electrical plant is damaged or requires replacement itself.

Construction And Adoption Agreement	means an agreement between the Company and the counterparty thereto for carrying out by the counterparty of "Contestable Connection Works" and their subsequent adoption by the Company to form part of the Company's Distribution System and for the carrying out by the Company of associated 'non-contestable' works on its Distribution System.
Land Rights	means any freehold or leasehold interest in land and easement providing the relevant Party with necessary rights of access and rights to install, replace, maintain, inspect, test, repair, operate and remove assets as is required by the relevant Party.
Metering Equipment	means metering equipment installed and operated for the purpose of measuring flows of electricity through the Connection Point

- 1.3 Unless the subject matter or context otherwise requires or is inconsistent therewith, the rules of interpretation applying in the DCUSA shall apply to this BCA also, and accordingly Clause 1.2 of the DCUSA shall apply to this BCA as if it was set out herein and referred to this BCA (rather than "the Agreement"). Where different rules of interpretation apply in respect of Sections 2A and 2B of the DCUSA, the rules of interpretation applying in respect of Section 2B of the DCUSA shall apply.

2 COMMENCEMENT, DURATION AND CONNECTION

- 2.1 This BCA shall take effect on the date hereof and shall continue in force until terminated in accordance with Clause 7.
- 2.2 The DCUSA and this BCA shall supersede any prior agreements or arrangements between the Company and the User in respect of Connection at the Connection Points specified herein.

3 THE USER'S RIGHT TO BE AND TO REMAIN CONNECTED TO THE COMPANY'S DISTRIBUTION SYSTEM

- 3.1 Subject to the terms and conditions of the DCUSA and this BCA, the User shall have the right for the User's Distribution System to be, and to remain, Connected to the Company's Distribution System at the Connection Points specified herein, and (subject to the DCUSA) the right to be and remain Energised.
- 3.2 The rights referred to in Clause 3.1 are conditional upon:
- 3.2.1 'Completion' of the relevant Connection Assets under and in accordance with any agreement for the construction or modification of the Connection Assets so that they may be Energised;
 - 3.2.2 the Company having procured, or the User having procured or granted to the Company in respect of land under its control, the Land Rights and interests for the Connection Assets as specified in Section 3.6 of Schedule 3 (and those Land Rights and interests remaining in force) or the User having provided an indemnity to the Company (on terms reasonably acceptable to the Company) in respect of the absence of such rights;
 - 3.2.3 the User having procured or granted to the Company in respect of land or assets under its control or under its connectee's control, access to and the rights, permissions and interests for the installation and maintenance of the Company Control Equipment as specified in Section 2 of Schedule 5 (and that access, those rights, permissions and interests remaining in force) or the User having provided an indemnity to the Company (on terms reasonably acceptable to the Company) in respect of the absence of such rights;
 - 3.2.4 any Land Rights granted to the User by the Company or any Affiliate of the Company remaining in full force and effect;

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- 3.2.5 the Land Rights granted by the Company's landlord permitting use of, alteration of and/or sub-letting of the Company's Premises for the connection of the User's Distribution System to the Company's Distribution System and any related third party consent remaining in full force and effect; and.
- 3.2.6 any other third party consent required having been granted unconditionally; and
- 3.2.7 the User complying with the Conditions set in the Schedule 3; and
- 3.2.8 The Company at all times being entitled, lawfully and without cost to it:-
 - a. to occupy the premises upon which the Connection Equipment is placed; and
 - b. to exercise the Land Rights granted to it, including those stated in Section 3.6 of Schedule 3, created in relation to the land upon which the Connection Assets are situate as are stated in Section 3.5 of Schedule 3.

and upon the expiry or termination of the rights created thereby for so long thereafter upon the same terms as are contained in those Land Rights as Connection of the Customer's Installation (to whomsoever the same may from time to time belong) to the Distribution System may be required and lawfully continued.

- 3.3 If the conditions set out in Clause 3.2 are not fulfilled at the date hereof each party shall use reasonable endeavours to procure the fulfilment of those conditions relating to it which have not already been fulfilled. If the conditions have not been fulfilled within three months of the date hereof, the Company shall have the right to terminate this BCA.
- 3.4 Once each of the conditions in Clause 3.2 has been fulfilled, each party shall use reasonable endeavours to keep such conditions relating to it fulfilled throughout the term of this BCA.

4 THE CONNECTION POINTS, CONNECTION EQUIPMENT AND CONNECTION ASSETS

- 4.1 The Connection Points, Connection Equipment and Connection Assets to which this BCA relates are more particularly described in Schedules 1 and 3.

5 MAXIMUM CAPACITY

- 5.1 The Maximum Import Capacity and the Maximum Export Capacity for this BCA are specified in Section 1.2 of Schedule 1.

6 COMPLIANCE WITH SITE SPECIFIC CONDITIONS AND OPERATIONAL ARRANGEMENTS

- 6.1 The site specific conditions and operational arrangements are specified in Section Schedule 3. As appropriate the Company and/or the User shall use reasonable endeavours to comply with them.

7 TERM

- 7.1 Subject to Clause 3.3, this BCA shall continue in full force and effect until:
 - 7.1.1 terminated by the User giving the Company 3 months' notice in writing (or such lesser period as may be agreed between the parties);
 - 7.1.2 terminated by the Company giving the User 3 months' notice in writing (or such lesser period as may be agreed between the parties) save that for so long as the Company is required to offer terms for Connection and Use of Distribution System to the User in respect of the Company's Distribution System pursuant to the Company's Distribution Licence, such termination shall only be effective if the User does not notify the Company within 14 days of the date of the Company's notice that the User requires replacement terms to be entered into pursuant to Condition 12 of the Company's Distribution Licence;
 - 7.1.3 terminated in accordance with Clause 7.3;
 - 7.1.4 terminated by either Party in accordance with DCUSA; or
 - 7.1.5 (subject to contrary agreement between the parties) Disconnection of the Connection Point.

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- 7.2 For the purpose of this BCA it shall be an event of default if:
- 7.2.1 the User ceases to be a Party to the DCUSA;
 - 7.2.2 the User breaches in any material respect any of its obligations under this BCA and (if it is capable of remedy) it is not remedied within 30 days of receiving written notice from the Company of the occurrence thereof; or
 - 7.2.3 any of the conditions precedent set out in Clause 3.2 and relating to the User ceases to be satisfied.
- 7.3 Upon an event of default pursuant to Clause 7.2, the Company (without prejudice to its other rights and remedies) shall have the following rights:
- 7.3.1 to terminate this BCA;
 - 7.3.2 to an injunction or equitable relief, or to make restitution of amounts improperly received; and
 - 7.3.3 to set off any amounts then due and owing by the User to the Company against amount payable by the Company to the User.
- 7.4 Upon termination of this BCA, and where the Company so requires it of the User in writing, the User shall enter into a replacement connection agreement for curtailment of its Company Curtailable Import Capacity or Company Curtailable Export Capacity (as the case may be) on the Company's then current terms for curtailed connections in order to maintain the Connection, or else the User shall allow the Company at its sole option to Disconnect, and to enter the User's premises in order to Disconnect, the Connection Point and shall pay to the Company all sums then due and payable or accrued due under this BCA and any reasonable costs incurred by the Company in Disconnecting the Connection Point and removing the Company's Connection Equipment and/or the User's Connection Equipment and re-instating the Company's Premises or those of any Affiliate.
- 7.5 Termination of this BCA shall not affect any rights or obligations which may have accrued prior to termination or resulting from the event giving rise to the right to terminate and shall not affect any continuing obligations which survive termination.
- 7.6 Clauses 7.3, 7.4, 7.5, 7.6, 7.7 and 9 shall survive termination of this BCA.
- 7.7 Upon termination of this BCA for any reason whatsoever, the User shall pay to the Company the charges due or owing to the Company under the DCUSA and this BCA (or such other agreements as may be in place) together with any, costs, fees and expenses properly incurred by the Company as a result of such termination, and the User shall pay the same within 28 days of the date of an invoice submitted by the Company.

8 VARIATIONS

- 8.1 Subject to Clause 8.2, and 8.3 below, no variation to this BCA shall be effective unless made in writing and signed by or on behalf of both parties.
- 8.2 Either party shall at any time be entitled to propose variations to this BCA by notice in writing to the other party (including variations to the Maximum Import Capacity and the Maximum Export Capacity). The Company and the User shall negotiate in good faith the terms of any such variation, but if a variation to this BCA has not been agreed and put into effect within 20 Working Days after it has been proposed, either party shall be entitled to refer the matter to the Authority, pursuant to Section 23 of the Act, as if the variation were a new connection as referred to in that Section. The parties shall give effect to the determination of the Authority and shall enter into any agreement supplemental to this BCA as shall be necessary to give effect to any variation agreed or so determined.
- 8.3 The parties shall use reasonable endeavours to ensure the BCA is maintained (or varied) in line with the DCUSA and other Relevant Instruments.

9 GENERAL

- 9.1 For the purposes of this BCA and the provisions of the DCUSA referred to in Clause 9.4.1, the figure of "£1 million" referred to in that provision of the DCUSA shall remain unchanged.

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- 9.2 For the purposes of this BCA and the provisions of the DCUSA referred to in Clause 52, where the User **chooses** to have its Connection Equipment **Close Coupled** to the Company's Connection Equipment then;
- 9.2.1 upon failure of either Party's Close Coupled Connection Equipment which cannot be repaired or has not been repaired by the party to whom such equipment belongs, in either case otherwise than by the replacement of both Party's equipment, the User shall;
- a) initiate or if replacement activity has commenced shall be deemed to have initiated a Modification Application to the Company for the purpose of the User conducting the replacement of the entire extent of both Party's Close Coupled Connection Equipment as is necessary to be replaced in the circumstances, and
 - b) enter into or if replacement activity has commenced shall be deemed to have entered into a Construction and Adoption Agreement with the Company in the Company's standard form for the conducting of associated works by the Company on the Company's Distribution System and for the adoption by the Company of the Connection Equipment so installed by the User by way of replacement Connection Equipment for the Company, and
 - c) bear all costs and expenses reasonably incurred by the Company for works necessary in support of the User's replacement of the relevant Connection Equipment, save in the case of failure of the Company's Connection Equipment in which case the Company shall bear;
 - i) the reasonable cost of that part of the replacement Connection Equipment installed by the User for the Company's benefit in addition to the Company's own associated works, and
 - ii) the Company's own costs in conducting works on its Distribution System to permit replacement of the relevant Connection Equipment, and
 - iii) the reasonable costs of transport of replacement Close Coupled Connection Equipment to site.
- 9.2.2 where the User identifies a need to effect a planned replacement of its Close Coupled Connection Equipment OR the User has received a Modification Notice from the Company notifying the User of the Company's requirement to replace the Company's Connection Equipment the User shall;
- a) initiate a Modification Application to the Company for the purpose of the User replacing the entire extent of both Party's Close Coupled Connection Equipment as is necessary to be replaced in the circumstances, and
 - b) enter into or be deemed to have entered into a Construction And Adoption Agreement with the Company in the Company's standard form for the conducting of associated works by the Company on the Company's Distribution System and for the adoption by the Company of the Connection Equipment installed by the User which is replacement Connection Equipment for the Company, and
 - c) bear all costs and expenses reasonably incurred by the Company for works necessary in support of the User's replacement of the Company's Close Coupled Connection Equipment, save in the case of a Modification Notice from the Company to replace the Company's Connection Equipment in which case the Company shall bear;
 - i) the reasonable cost of that part of the replacement Connection Equipment installed by the User for the Company's benefit in addition to the Company's own associated works, and
 - ii) the Company's own costs in conducting necessary works on its Distribution System to permit replacement of the relevant Connection Equipment, and
 - iii) the reasonable costs of transport of replacement Close Coupled Connection Equipment to site.
- 9.3 For the purposes of this BCA and the provisions of the DCUSA referred to in Clause 42, where the User and the Company agree in this BCA that the physical position of the measuring element of the

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Metering Equipment or related metering current transformers required by the Company be elsewhere than at the Connection Point and be located within the User's Distribution System, the Company shall at its cost;

- i) procure and operate such Metering Equipment in accordance with the DCUSA and this BCA to ensure that the accuracy requirements set out in DCUSA and in this BCA are fulfilled **as if** such Metering Equipment were delivering physical measurement at the relevant Connection Point, and
- ii) ensure that the relevant Metering Equipment automatically adjusts measurements to account accurately for circuit and transformer losses occurring between the Connection Point and the physical point of measurement, and
- iii) obtain such certification and/or information in relation to circuit parameters and transformer parameters and transformer test certificates, with the co-operation of the User as is appropriate for any relevant assets of the User, to describe such circuit losses and transformer losses as is relevant to describe the losses occurring between the Connection Point and the physical point of measurement.

9.4 Subject to Clauses 9.1 to 9.3 inclusive, the provisions of the DCUSA under the following headings shall apply to this BCA as if they were set out herein and referred to this BCA (rather than "the Agreement"):

- 9.4.1 Limitation of Liability;
- 9.4.2 Force Majeure;
- 9.4.3 Disputes;
- 9.4.4 Notices;
- 9.4.5 Entire Agreement;
- 9.4.6 Severability;
- 9.4.7 Waivers;
- 9.4.8 Third Party Rights;
- 9.4.9 Assignment and Sub-contracting; and
- 9.4.10 Law and Jurisdiction.

10 CURTAILMENT

10.1 The following terms and expressions shall have the meaning set out below:-

"Adjusted Capacity"	Export	has the meaning ascribed to it in Clause 13.2.2;
"Adjusted Capacity"	Import	has the meaning ascribed to it in Clause 13.2.1;
"ANM Scheme"		means the overall active network management scheme including but without limitation the Company Control Equipment. The ANM Scheme is further detailed in Part 1 of Schedule 5.
"Company Equipment"	Control	means the equipment and technical specification set out in Schedule 5 and which may be located at the Connection Point or the Customer's Connection Point

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Company Curtailable Import Capacity	has the value given in Schedule 5
Company Curtailable Export Capacity	has the value given in Schedule 5
Company Curtailable Non-Import Capacity	has the value given in Schedule 5
Company Curtailable Non-Export Capacity	has the value given in Schedule 5
“Curtail”	<p>means either:</p> <ul style="list-style-type: none"> (a) to limit from time to time the maximum amount of electricity that may flow from the User’s Distribution System to the customers Connection Point described in Schedule 5 (b) to limit from time to time the maximum amount of electricity that may flow into the User’s Distribution System from the Customers Connection Point described in Schedule 5 (c) <p>for the purpose of active network management and “Curtailed” and “Curtailedment” shall be construed accordingly.</p>
Curtailable Connection Agreement	has the meaning given in DCUSA
“Customer”	means a connectee of the User whose Premises are Curtailable, as specified in Schedule 5
“Customer’s Connection Point”	means the point of connection between the User and the Customer’s Premises, as specified in Schedule 5
“Distributed Energy Resources Management System”	means a software-based control system that monitors grid conditions and issues instructions to flexible connection or other field devices in order to maintain the distribution network within operating limits.
“Security Incident”	An event which includes, but is not limited to, the loss, disclosure, denial of access to, destruction or modification of Information or IT systems; an event, or chain of events, that compromises the confidentiality, integrity or availability of Information and/or associated IT Environment.
“Instruction”	means an instruction given by the Company to the User or direct to the Customer via the Company Control Equipment or verbally or in written form in accordance with the technical specifications set out in Part 5 of Schedule 5 in order to undertake Curtailment.
“Interruptible Import Capacity” (IIC)	means the sum of the Planned Interruptible Import Capacity and the Voluntary Import Capacity.

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“Interruptible Export Capacity” (IEC)	means the sum of the Planned Interruptible Export Capacity and the Voluntary Export Capacity.
“IT Environment”	shall include, without limitation, all electronic equipment or infrastructure used by, or supplied to the User or the Customer to convert, store, protect, process, transmit, and retrieve Information in relation to this Agreement, including but not limited to the Distributed Energy Resources Management System
“kVA”	means Kilovolt Amperes;
“Customer Maximum Export Capacity”	is the sum of the Company Non-Curtailable Import Capacity and the Company Curtailable Import Capacity for the Customer as described in Schedule 5 to this Agreement.
“Customer Maximum Import Capacity”	is the sum of the Company Non-Curtailable Import Capacity and the Company Curtailable Import Capacity for the Customer as described in Schedule 5 to this Agreement.

12. COMPLIANCE WITH SITE SPECIFIC CONDITIONS AND OPERATIONAL ARRANGEMENTS

The site specific conditions and operational arrangements applicable to the Connection Points, the Customer’s Installation and the details of Curtailment are specified in the Schedules.

The User shall ensure that Customers comply with the Flexible Connection requirements specified in the Company’s publication EDS 08 5060 and Flexible Connection Design captured in the Company’s publication EDS 08 5061, each as applicable at the date of this Agreement, and will indemnify the Company for the User’s failure to do so.

13 MAXIMUM CAPACITY AND DEFINED INTERRUPTIBILITY

- 13.1 In addition to the Company’s rights of Curtailment under the DCUSA, the Company shall be entitled (at no cost to the Company) to instruct the Curtailment of the flow of electricity through the Customer’s Connection Point in accordance with Clause 13.2
- 13.2 Subject to Paragraph 3 of Schedule 5, the Company shall be entitled to issue an Instruction to:
- 13.2.1 specify a level of import capacity expressed in kVA (“**Adjusted Import Capacity**”) which may be less but not greater than the Customer Maximum Import Capacity provided that the Adjusted Import Capacity shall not be less than the level of the Company Non-Curtailable Import Capacity ; and
 - 13.2.2 specify a level of export capacity expressed in kVA (“**Adjusted Export Capacity**”) which may be less but not greater than the Customer Maximum Export Capacity provided that the Adjusted Export Capacity shall not be less than the level of the Company Non-Curtailable Export Capacity.
- 13.3 Upon receipt from the Company of an Instruction in accordance with Clause 13.2 above and for so long as this Instruction remains in force, the User shall ensure that the Customer shall not whether by act or omission:
- 13.3.1 cause or permit the flow of electricity from the User’s Distribution System to the Customer’s Installation to exceed the Adjusted Import Capacity; or
 - 13.3.2 cause or permit the flow of electricity from the Customer’s Installation to the User’s Distribution System to exceed the Adjusted Export Capacity.
- 13.4 If the Customer fails to comply with Clause 13.3 above in a timely manner, the Company shall be entitled to De-energise the Customer Connection Points or isolate the Customer’s Installation or, where the Customer Connection Point fails to be De-energised or the Customer’s installation is not isolated, to De-energise the Connection Point or isolate the User’s installation as is appropriate.

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- 13.5 Without prejudice to the Company's rights to De-energise the Connection Point, the magnitude and/or duration of Curtailment in accordance with Clause 13.1 and 13.2 shall be no longer than, in the reasonable opinion of the Company, is appropriate in the circumstances and the Company shall cease Curtailment as soon as reasonably practicable after the circumstances leading to the Curtailment have ceased to exist and shall inform the User accordingly.
- 13.6 The Company shall use reasonable endeavours to:
- 13.6.1 ensure that the Customer Maximum Import Capacity and the Customer Maximum Export Capacity is available at the Customer's Connection Point during the period of this Agreement subject to the Curtailment of any Company Curtailable Import Capacity and/or Company Curtailable Export Capacity in accordance with this Clause 13.1 or as agreed with the User; and
 - 13.6.2 maintain the connection characteristics at the Connection Point.
- 13.7 The Customer's entitlement to a Customer Maximum Import Capacity and/or Customer Maximum Export Capacity is conditional upon:
- 13.7.1 the installation by the Company, at no cost to the Company, of the Company Control Equipment and the connection of the User's equipment to the Company Control Equipment for onward communication to the Customer; or
 - 13.7.2 the installation by the Company, at no cost to the Company, of the Company Control Equipment and the connection of the Customer's equipment to the Company Control Equipment; and
- the User and the Customer each maintaining their own Installation and their equipment and any means of communication and its connections to the Company Control Equipment in accordance with Clause 17 at no cost to the Company, to enable monitoring and carrying out of Curtailment as set out in Schedule 5.

14 LIABILITY FOR CURTAILMENT

- 14.1 Save for any liability that cannot be excluded or limited by law, the Company shall have no liability under these Terms and Conditions or for any tortious (including negligent) act or omission to the User or to the Customer or any person for any physical damage, costs, losses, expenses, claims or compensation arising from any Curtailment by the Company and shall have no liability for any curtailment of the Customer's Installation caused by constraints on the National Electricity Transmission System or on the User's Distribution Network.

15 MATERIAL BREACH AND ADDITIONAL LIABILITY

- 15.1 Any persistent breaches by the User or Customer of the obligations contained in Clause 13 of this Agreement or any deliberate or negligent breaches of the DCUSA or this Agreement will be deemed to be a material breach and the Company shall be entitled at its sole discretion to either;
- 15.1.1 terminate this Agreement in accordance with Clause 7; or
 - 15.1.2 if the breach is in relation to the Customer failing to Curtail import capacity, require a variation to this BCA in order that the Customer Maximum Import Capacity to be equal to the Company Non-Curtailable Import Capacity; and/or
 - 15.1.3 if the breach is in relation to the Customer failing to Curtail export capacity, require a variation to this BCAs in order that the Customer Maximum Export Capacity to be equal to the Company Non-Curtailable Export Capacity.
- 15.2 The User shall be liable for all costs incurred by the Company
- 15.2.1 if the Customer fails to comply with an Instruction (including but not limited to any costs incurred by the Company in curtailing other customers); or
 - 15.2.2 if the User fails to communicate an instruction to the Customer for any reason; or
 - 15.2.3 if the User fails to take preventative action resulting in damage to the Company's Control Equipment.

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16 USERS / CUSTOMER'S OBLIGATIONS

- 16.1 The User shall maintain the connection of the User's Installation to the Company Control Equipment and such parts of the Scheme that the User is responsible for, as identified in Schedule 5 so that it is reasonably fit for the purpose for which it is used, and so that neither it nor its operation or use shall be liable to cause damage to, or interference with, the Distribution System or the National Electricity Transmission System (or their operation or use or the flow of electricity through them) nor affect the sustained operation of the Scheme.
- 16.2 The User shall not change any of those parts of the Scheme that are the User's responsibility without obtaining the prior written approval of the Company.
- 16.3 The User shall notify the Company in writing prior to undertaking any maintenance of those parts of the Scheme that the User is responsible for maintaining and the User acknowledges that the Customer shall not be entitled to import electricity from or export electricity to the User's Distribution System in excess of the Company Non-Curtailable Import Capacity or Company Non-Curtailable Export Capacity while it is undertaking maintenance that affects or prevents the operation of the Scheme.

17 CYBER SECURITY

17.1 In this Clause 17, if the Company's IT Environment is directly connected to the Customer's IT Environment, then where any obligation is placed on the User or any right is granted to the Company, the User shall ensure the Customer complies with any such obligation and grants any such right to the Company.

17.2 Security Incident Management

- 17.2.1 The User shall report any anticipated or known Security Incidents that directly or indirectly affect the User IT Environment as connected to the Company's IT Environment.
- 17.2.2 The User shall maintain and operate a Security Incident management plan for the purpose of reporting and resolving Security Incidents. The plan shall include, but not be limited to, an escalation process and procedures designed to ensure the availability, integrity and confidentiality of the Information exchanged and the connected IT Environments between the Customer and the Company.
- 17.2.3 The Company shall have the right to be present and involved in the resolution of a Security Incident that impacts the Company's IT Environment or Information and shall have the right to decide how the Security Incident may be resolved insofar as it affects or may affect the Company's IT Environment or Information.
- 17.2.4 Should a Security Incident in the Company's sole opinion (acting reasonably) have a significant adverse effect on the Company's IT environment, business operations, reputation or employees, the Company in its sole discretion may require a formal investigation of the Security Incident. The Company shall have the right, should it deem it necessary, to insist that such an investigation be handled by the Company's own employees or its nominated representative. The User shall take all reasonable steps to co-operate with the Company in carrying out such an investigation.

17.3 Physical & Environment Security

- 17.3.1 The User shall protect its IT Environment against unauthorised physical access and criminal or terrorist attack. The User shall protect its equipment against fire, flood, environmental and other natural hazards. The User shall protect its IT Environment against power outages.
- 17.3.2 The User shall restrict physical access to the Information and the IT Environment to those persons who require access in relation to performance of the obligations under this Agreement.
- 17.3.3 The User will ensure physical access control mechanisms are in operation for communications rooms, server rooms or any rooms providing storage, connectivity or transport of Information used in the relation to this Agreement.

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- 17.3.4 The User shall ensure that any third party requiring access to provide support or maintenance for any equipment that is directly or indirectly involved under this Agreement shall be logged into and out of the relevant premises, the reason for the visiting recorded and the persons supervising their visit.
- 17.3.5 The User will ensure that logs will be maintained recording access to those parts of the premises that host Information used in the delivery of this Agreement. The User shall monitor these logs for any breaches of security procedures.

17.4 Malicious Software

- 17.4.1 The User shall take all reasonable measures to ensure no malicious software or code is introduced or permitted into the Information or the IT Environment so to safeguard against computer viruses, worms, trojans, malware, spyware, or any form of unauthorised electronic activity whether accidental or otherwise.

17.5 Site communications and control equipment interface requirements

- 17.5.1 The User shall comply with all the technical and cyber security requirements as specified by the Company and as stated in this Agreement and varied from time to time and shall be governed by the following core principles;
- 17.5.2 Where the interfaces between the Company's communications and control equipment and the Customer's communications and control equipment are provided by Serial data communications links, these shall be secured physically to the same standard as normally used for control system cabling. Where the data communications protocol allows, the Company's communications and control equipment and the User's communications and control equipment shall use known master/follower address pairings only
- 17.5.3 Where the interfaces between the Company's communications and control equipment and the User's communications and control equipment are provided by Ethernet data communications links, these shall be secured physically to the same standard as normally used for control cabling
- 17.5.4 Where the Company's communications and control equipment and the User's communications are connected by a point to point Ethernet data communications link such requirement will be configured to use known master/follower address pairings only
- 17.5.5 Where the Company's communications and control equipment is connected to User equipment via a LAN or other IP-based network all communications will use an agreed IP addresses and system protocols (e.g. DNP3) with agreed protocol commands. The Company's IT environment will enforce technical controls to ensure only the allowed IP addresses, protocols and commands are permitted to communicate with the Company's IT equipment.
- 17.5.6 The Company may temporarily cease or permanently deny data communications with the Users communications and control equipment if the communications being received from the Customer presents a tangible risk to the security or operational health of the Company's IT environment

18 SUBSEQUENT OWNERS

- 18.1 The User shall ensure that the Customer shall not dispose of any interest in the Premises, the Customer's Installation or the Customer's Generating Equipment unless the proposed transferee of such interest has entered into a Curtailable Connection Agreement with the User that specifies the Curtailment values given in Schedule 5.

19 Not used

20 Not used

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21 RESTRICTIONS ON VARIATIONS TO THE CUSTOMER'S INSTALLATION AND/OR THE CUSTOMER'S GENERATING EQUIPMENT

21.1 Where the Customer intends to vary in any way, for the avoidance of doubt including inter alia any replacements, substitutions, alterations, additions, removals, enhancements or reductions, to the Customer's Installation or its Generating Equipment or equipment controlling its Generating Equipment and such intended changes may alter the characteristics of or the type of or the form or the means of control of the Customer's Generating Equipment, the User shall submit an Application for a Modification to the Company in accordance with this Agreement.

21.2 The Customer shall not change its Generating Equipment and/or equipment controlling its Generating Equipment or the location of the Generating Equipment within the premises in any way, for the avoidance of doubt including inter alia any replacements, substitutions, alterations, additions, removals, enhancements or reductions, to the Customer's Installation or its Generating Equipment or equipment controlling its Generating Equipment and such intended changes may alter the characteristics of or the type of or the form or the means of control of the Customer's Generating Equipment, without prior written agreement from the Company to a Modification and without first entering into a variation of this Agreement to reflect the changes agreed.

21.3 Where the User is required to provide a single line diagram in accordance with EDS 08 5063, the User shall keep the Company up to date about any change in their network, by submitting an up to date system alteration notice to dsooperations@ukpowernetworks.co.uk. DSO Operations can be contacted Monday to Sunday on 0203 660 2160 (8am-8pm).

IN WITNESS WHEREOF the hands of the duly authorised representatives of the parties hereto at the date first above written:

Signed for
and on behalf of the **User** by:

Signature:

Designation:

Date:

Signed for
and on behalf of the **Company** by:

Signature:

Designation:

Date:

SCHEDULE 1

SCHEDULE 1 - CONNECTION CHARACTERISTICS

1.1 NAMING AND DEFINITION OF THE USER DISTRIBUTION SYSTEM

USER DISTRIBUTION SYSTEM	
NAME OF USER DISTRIBUTION SYSTEM	[NAME OF USER DISTRIBUTION SYSTEM]
GENERAL ADDRESS OF USER DISTRIBUTION SYSTEM	[GENERAL ADDRESS OF THE USER DISTRIBUTION SYSTEM]
USER DISTRIBUTION SYSTEM GEOGRAPHIC 'LOCATION' PLAN	SEE SECTION 3.1 of SCHEDULE 3
CONNECTION POINTS	Connection Points shall be those points of connection to the User Distribution System are as agreed between the parties as contained in Section 1.2.1 of this Schedule 1.
COMMENCEMENT DATES	Commencement Dates upon which each Connection Point is included in this BCA shall be the Commencement Dates for the relevant Connection Points associated with this User Distribution System as are stated in Section 1.2.1 of this Schedule 1.

SCHEDULE 1

1.2 DECLARATION OF CAPACITY REQUIREMENTS

1.2.1 DISTRIBUTION SYSTEM CAPACITY REQUIREMENT

USER DISTRIBUTION SYSTEM CAPACITY REQUIREMENTS	
NAME OF USER DISTRIBUTION SYSTEM	[NAME OF USER DISTRIBUTION SYSTEM]
Maximum Import Capacity for the User Distribution System specified in Section 1.1 of Schedule 1 *	[ENTER HERE] kVA with effect from [W.E.F HERE] [Enter User Network KVAr import and/or User Network kW import as additional information if these are limiting factors]
Earliest Date for reduction	[ENTER DD/MM/YYYY HERE]
Maximum Export Capacity for the User Distribution System specified in Section 1.1 of Schedule 1 *	[ENTER HERE] kVA with effect from [W.E.F HERE] [Enter User Network KVAr export and/or User Network kW export as additional information if these are limiting factors]
Earliest Date for reduction	[ENTER DD/MM/YYYY HERE]
The User Distribution System's connection to the Company's Distribution System comprises Connection Points detailed in Section 1.2.2 of this Schedule 1 and where single or multiple Connection Points provide the above stated aggregate capacity for the User Distribution System operational arrangements and/or technical conditions may apply that restrict the maximum import and export capacity of each individual Connection Point individually or in simultaneous aggregate capacity and these shall be stated in Section 3.2 and Section 3.3 of Schedule 3.	

* Actual date of connection subject to testing and commissioning requirements.
 1 Curtailment terms are defined in DCUSA Section 2B

SCHEDULE 1

1.2.2 CONNECTION POINT CAPACITY REQUIREMENTS AND TECHNICAL CHARACTERISTICS

CONNECTION POINT CAPACITY REQUIREMENTS AND TECHNICAL CHARACTERISTICS		
NAME OF USER DISTRIBUTION SYSTEM		[NAME OF USER DISTRIBUTION SYSTEM]
CONNECTION POINT (Repeat as required)		[ENTER NAME OF CONNECTION POINT 1 HERE, REPLICATE BLOCK FOR MULTIPLE CONNECTION POINTS]
Commencement Date *		[ENTER DD/MM/YYYY HERE]
Grid Reference of Connection Point		[GRID SQUARE e.g. TL12341234 HERE]
Name of Feeding Company Substation		[ENTER SUBSTATION HERE]
Maximum Import Capacity *		[ENTER HERE] kVA with effect from [dd/mm/yyyy HERE]
Maximum Export Capacity *		[ENTER HERE] kVA with effect from [dd/mm/yyyy HERE]
Current		Alternating
Frequency		50Hz
Number of Phases		3 phase
Voltage	Nominal	[ENTER HERE, e.g. 400V]
	Maximum %	[ENTER HERE, e.g. + 10%]
	Minimum %	[ENTER HERE e.g. - 3%
3 Phase Fault Levels	Maximum	[ENTER HERE] kA / MVA
	Minimum	N/A
Phase to Earth Fault Levels	Maximum	[ENTER HERE] kA / MVA
	Minimum	N/A
Earth Loop Impedance	Highest	[ENTER HERE] Ohm
	Minimum	N/A
Connection Point Protection System		[ENTER HERE, e.g. 10A Time Limited Fuse acting on ring main unit teed circuit breaker] Description of protection device and protection system and pointer to contact details to ascertain present settings if not of fixed nature (e.g. 10A TLF). IF LV Fuse then exact rating needs to be specified, i.e. "160A Fuse"

* Actual date of connection subject to testing and commissioning requirements.

SCHEDULE 2 - USE OF SYSTEM, METERING AND DATA PROVISION

2.1 USE OF SYSTEM

The Use of System charges and any variations are and will be calculated in accordance with the Relevant Charging Statement. Current copies of the Relevant Charging Statements can be obtained by written request to the Company's DCUSA Contract Manager.

SCHEDULE 2

2.2 DATA REFERENCES

The Company shall utilise the data references set out below for contract management purposes.

NAME OF USER DISTRIBUTION SYSTEM	[NAME OF USER DISTRIBUTION SYSTEM]	
NAME OF CONNECTION POINT	IMPORT DATA REFERENCE	EXPORT DATA REFERENCE
[ENTER NAME OF CONNECTION POINT 1 HERE, REPLICATE BLOCK FOR MULTIPLE CONNECTION POINTS]	[UKPN MAVIS MPAN]	[UKPN MAVIS MPAN]

Agreement File Reference

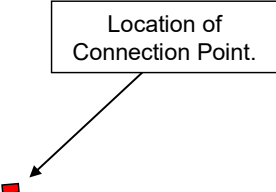
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SCHEDULE 3 - SITE SPECIFIC CONDITIONS

3.1 GEOGRAPHIC and OPERATIONAL DIAGRAMS

GEOGRAPHIC and OPERATIONAL DIAGRAMS	
NAME OF USER DISTRIBUTION SYSTEM	[NAME OF USER DISTRIBUTION SYSTEM]
CONNECTION POINT NAME	[ENTER NAME OF CONNECTION POINT 1 HERE, REPLICATE BLOCK FOR MULTIPLE CONNECTION POINTS]
<p>CONNECTION POINT SITE GEOGRAPHIC PLAN (INDICATING BOUNDARIES AND SUBSTATION LOCATIONS) This map plan is NOT to scale stated and is for 'indicative' substation locational information only.</p> <div style="text-align: center; margin: 20px 0;">  </div> <p style="font-size: small; margin-top: 20px;">COPYRIGHT NOTICE Reproduced by permission of Ordnance Survey on behalf of HMSO © Crown copyright and database right 2010. All rights reserved. Ordnance Survey Licence numbers 100019626 and 100019826 and 100019450. Data has been added to the Ordnance Survey base map; all proprietary rights in such additional data are and shall remain the exclusive property of © Eastern Power Networks plc and London Power Networks plc and South Eastern Power Networks plc each being a distribution licensee under section 6(1)(c) of the Electricity Act 1989 for the relevant distribution services area as that term is defined in such licensee's distribution licence. All rights in such data reserved.</p>	

GEOGRAPHIC and OPERATIONAL DIAGRAMS	
NAME OF USER DISTRIBUTION SYSTEM	[NAME OF USER DISTRIBUTION SYSTEM]
CONNECTION POINT NAME	[ENTER NAME OF CONNECTION POINT 1 HERE, REPLICATE BLOCK FOR MULTIPLE CONNECTION POINTS]
<div style="border: 1px solid black; padding: 10px;"> <p>CONNECTION POINT OPERATION DIAGRAM (INDICATING COMPANY DISTRIBUTION SYSTEM SUPPLYING USER DISTRIBUTION SYSTEM AND INDICATING COMPANY/USER OPERATIONAL BOUNDARY)</p> <div style="text-align: center; margin-top: 20px;"> <p>From [HERE] Substation</p> <p style="margin-left: 100px;">User's Kiosk/Pillar</p> <p style="margin-left: 100px;">Ownership Boundary</p> <p style="margin-left: 100px;">Company</p> <p style="margin-left: 100px;">User</p> <p style="margin-left: 100px;">User's Distribution System</p> </div> <div style="margin-top: 20px;"> <p>[HERE] Inset Network - LV No. [HERE]</p> </div> </div>	

3.2 OPERATIONAL ARRANGEMENTS, DIAGRAMS AND RESPONSIBILITIES

An additional part to this Schedule will be required to define those aspects that supersede the General Operating Arrangements For All User Distribution Systems set out below or to explicitly confirm no site specific operating arrangements exist.

GENERAL OPERATING ARRANGEMENTS FOR ALL USER DISTRIBUTION SYSTEMS	
1. DIVISION OF RESPONSIBILITY FOR CONTROL MAINTENANCE AND OPERATION	<p>1(a) All apparatus on the Company's side of the Connection Point shall be controlled and operated by the Company. Maintenance of all apparatus on the Company's side of the Connection Points shall be the responsibility of the Company.</p> <p>1(b) Apparatus on the User's side of the Connection Points shall be the responsibility of the User unless specified in the Site Responsibility Schedule.</p> <p>Drawings contained within Section 3.1 of this Schedule 3 indicate the operational boundaries which shall apply.</p>
2. SWITCHING OPERATIONS ON COMPANY CONTROLLED APPARATUS	<p>To comply with Regulation 12 of the Electricity at Work Regulations 1989, the User may, in an emergency, trip the Company's circuit breakers by remote emergency tripping facility provided by the Company but the Company's Control Engineer must be informed immediately afterwards.</p> <p>Energisation (or any subsequent Re-Energisation) or any non-emergency De-energisation of the Connection Point shall only be performed by staff authorised by the Company who are in receipt of direct instructions of the Company's Control Engineer to do so.</p> <p>Isolating and earthing operations on all high voltage apparatus controlled by the Company shall only be performed by staff authorised by the Company who are in receipt of direct instructions of the Company's Control Engineer to do so.</p>
3. WORK ON HIGH VOLTAGE EQUIPMENT	<p>All work on high voltage apparatus controlled by the Company shall be carried out in accordance with the Company's current issue of the Company's Safety Rules, and Supporting Documents, including Safety Documents.</p> <p>Where such apparatus is capable of being energised from switchgear under the control of the User, the User shall provide the Company with an Operation, Isolation and Earthing (OIE) Certificate* confirming actions taken to ensure safety and, where requested, demonstrate that the actions taken are appropriate in the circumstances.</p> <p>All work on high voltage apparatus controlled by the User shall be carried out in accordance with the User's current arrangements OIE certificate(s) being provided by the Company when necessary. When requested, any work by the Company's staff shall be carried out under the Company's/Approved User's Safety Document procedures utilising, where necessary, OIE certificate(s) provided by the User or the Company.</p> <p>* Form for OIE certificate can be provided.</p>
4. LOCKING OF SWITCHGEAR	<p>On all the Company controlled switchgear, the Company's locks shall be used to secure:</p> <ul style="list-style-type: none"> (a) all opening facilities, apart from those specified in paragraph 2 above, (b) all closing facilities, (c) all isolation and earthing facilities. <p>Responsibility for locking User controlled apparatus rests with the User.</p>

SCHEDULE 3

GENERAL OPERATING ARRANGEMENTS FOR ALL USER DISTRIBUTION SYSTEMS	
5. IRREGULARITIES OF SUPPLY	All faults or irregularities on both the Company's and User's high voltage equipment shall be reported immediately to the Company's Control Engineer.
6. COMMUNICATION WITH THE CONTROL ENGINEER	<p>The Company's staff are on are on duty at all times in the Company's Control Centre. When speaking to the Company's Control Centre the User's Representative should identify themselves and the substation they are calling about. Reports should be clear and concise.</p> <p>The Company's Control Centre can be contacted on;</p> <p>Eastern Power Networks plc - 'East of England Network' only</p> <ul style="list-style-type: none">All Voltages 01473 255431 <p>These numbers should only be used by the User's control and operational staff in an emergency or for network switching and must not be divulged to any end customer.</p> <p>For routine work the User should use their normal contacts for the Company's department handling Inset Network connections.</p>
7. COMMUNICATIONS WITH THE USER'S DUTY ENGINEER	<p>User's Duty Engineer may be contacted as follows:</p> <p>[ENTER USER'S DUTY ENGINEER CONTACT DETAILS HERE]</p>
8. RESTRICTIONS	<p>The User shall not connect or permit to be connected, without prior agreement, such agreement not to be unreasonably withheld, any generation equipment with individual or aggregate electrical output exceeding 16 amperes per phase at low voltage or any generation equipment operating at higher than low voltage.</p>

SCHEDULE 3

USER DISTRIBUTION NETWORK SPECIFIC OPERATING ARRANGEMENTS	
NAME OF USER DISTRIBUTION SYSTEM	[NAME OF USER DISTRIBUTION SYSTEM]
Site Specific Technical Condition may apply and are listed in Section 3.3 of this Schedule 3.	

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3.3 TECHNICAL CONDITIONS

3.3.1 TECHNICAL CONDITIONS

An additional part to this Schedule will be required to be supplied in order to define those aspects that supersede the General Technical Conditions set out below or to explicitly confirm no site specific operating arrangements exist.

GENERAL TECHNICAL CONDITIONS

Interconnection

Unless expressly described and permitted in this Agreement the Connection Points cited in this Agreement may NOT be permanently interconnected with each other or any other Connection Points.

The Connection Points cited in this Agreement may be temporarily interconnected on condition that;

1. prior agreement has been issued from the Company's control engineer immediately before each occasion of the User requiring to make a temporary interconnection to enable interruption free transition of parts of its User Distribution System between the Connection Points cited in this Agreement.
2. the relevant Connection Points to be interconnected remain energised by the Company's Distribution System.
3. the User notifies the Company's control engineer immediately on the cessation of such temporary interconnection.
4. the temporary interconnection of Connection Points exists for switching time only and not longer than 1 hour unless by prior agreement with the Company's control engineer.

Where a Connection Point is not energised by the Company's Distribution System the User shall NOT make a parallel within the User's Distribution System.

This condition is set to ensure that an otherwise dead portion of the Company's Distribution System will not become back energised through a Connection Point as a result of interconnection of voltage from another source. In such circumstances the User shall first isolate its Distribution System from the Company's Distribution System at that Connection Point before energising its system from any other source of voltage.

The Connection Points cited in this Agreement shall not be interconnected with any other connection point provided by the Company from its Distribution System or any other connection provided from another party's distribution system.

Generation

Permanent Interconnection of the Connection Points cited in this Agreement is permitted in the circumstance that the relevant Connection Points remain energised by their corresponding part of Company's Distribution System.

For the avoidance of doubt permanent interconnection means a sustained parallel of the Company's Connection Points.

Prior agreement from the Company's control engineer shall be sought by the User on each occasion that the User intends to cease permanent interconnection OR to recommence permanent interconnection of the Connection Points cited in this Agreement.

The Company may through operation of its Connection Equipment cause the cessation of the paralleling, in accordance with the Agreement and without notice if necessitated by the prevailing circumstances.

SCHEDULE 3

SITE SPECIFIC TECHNICAL CONDITIONS FOR USER'S DISTRIBUTION SYSTEM AND ASSOCIATED CONNECTION POINTS	
NAME OF USER DISTRIBUTION SYSTEM	[NAME OF USER DISTRIBUTION SYSTEM]
CONNECTION POINT NAME	[ENTER NAME OF CONNECTION POINT 1 HERE, REPLICATE BLOCK FOR MULTIPLE CONNECTION POINTS]
Technical Conditions	None [ENTER ANY TECHNICAL HERE AND REMOVE "None" AS ABOVE OR DELETE THIS RED TEXT]

3.3.2 TECHNICAL DEROGATIONS

An additional part to this Schedule will be required for each additional User Distribution System to be supplied.

TECHNICAL DEROGATIONS	
NAME OF USER DISTRIBUTION SYSTEM	[NAME OF USER DISTRIBUTION SYSTEM]
No technical derogations apply.	

3.4 ASSET OWNERSHIP AND RESPONSIBILITY SCHEDULES

The site responsibilities shall be detailed in separate documentation between the parties in the form of a separate Site Responsibility Schedule Document.

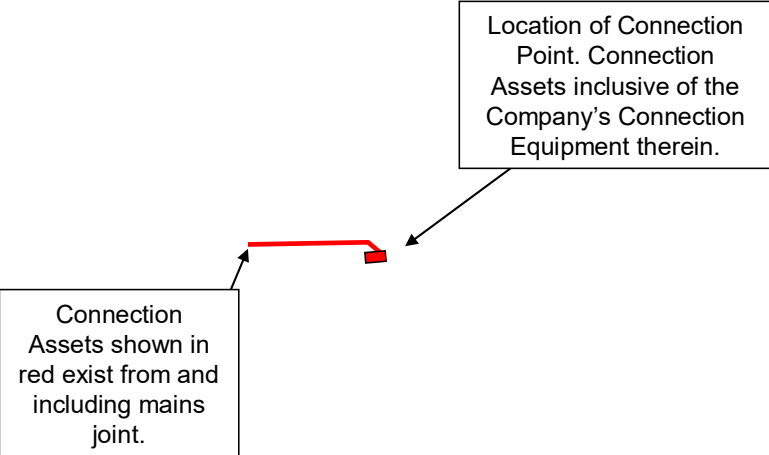
- i. **Unless otherwise stated, Responsibility follows ownership.**
- ii. Charges for renewal or maintenance of assets operated by the Company solely to enable a connection to the User or in the case of EHV connections the share of use of the Company's assets are subject to the Company's Methodology and Statement of Basis of Connection Charges.
- iii. User's equipment connected to the Company's Connection Points, whilst being the responsibility of the User to control, operate and maintain, are subject in the first instance to the Company's Safety Management System in the conducting of any activities upon such User equipment **within** substations under the site management of the Company, noting however User's Safety Management System applies to the conducting of works upon the User's equipment itself.

According to the nature of the works upon the User equipment outside of the substation or works upon the Company's connection equipment, both the User's and/or Company's related Safety Rules and Safety Documentation **may be required** to apply and be issued according to the nature of the work to be by the User or the Company, the necessity to make dead or earth or further prevent other potential sources of voltage being presented upon either party's systems in the relevant work zone.

SCHEDULE 3

3.5 CONNECTION ASSETS

An additional part to this Schedule will be required to detail those assets provided solely to afford the Connections to the User's Distribution System.

NAME OF USER DISTRIBUTION SYSTEM	[NAME OF USER DISTRIBUTION SYSTEM]
<p>Description and/or Geographic plan detailing the assets installed and used solely to provide Connections to the User's Distribution System.</p>  <p>COPYRIGHT NOTICE Reproduced by permission of Ordnance Survey on behalf of HMSO © Crown copyright and database right 2010. All rights reserved. Ordnance Survey Licence numbers 100019626 and 100019826 and 100019450. Data has been added to the Ordnance Survey base map; all proprietary rights in such additional data are and shall remain the exclusive property of © Eastern Power Networks plc and London Power Networks plc and South Eastern Power Networks plc each being a distribution licensee under section 6(1)(c) of the Electricity Act 1989 for the relevant distribution services area as that term is defined in such licensee's distribution licence. All rights in such data reserved.</p>	

3.6 LAND RIGHTS

USER DISTRIBUTION SYSTEM SPECIFIC LAND RIGHTS	
NAME OF USER DISTRIBUTION SYSTEM	[NAME OF USER DISTRIBUTION SYSTEM]

SCHEDULE 4

SCHEDULE 4 - GENERATION

4.1 DISTRIBUTED GENERATION CONNECTED TO USER'S DISTRIBUTION SYSTEM

GENERATION CONNECTED TO SPECIFIC USER DISTRIBUTION SYSTEMS					
NAME OF USER DISTRIBUTION SYSTEM		[NAME OF USER DISTRIBUTION SYSTEM]			
<u>User's Reference for the specific Generation Plant</u>	<u>Generation Type</u>	<u>Nature of Connection</u>	<u>Generation Capacity</u>	<u>Generation Symmetrical Fault Level Contribution</u>	<u>Notification Date</u>
		<ul style="list-style-type: none"> ▪ Normally Paralleled ▪ Normally Islanded ▪ Standby-Paralleled ▪ Standby-Islanded 	(kW)	(kA)	The later of the date of <ul style="list-style-type: none"> ▪ Generation Connection, or ▪ Notification to the Company (dd/mm/yyyy)

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**4.2 EXCLUSION AND LIMITATIONS OF LIABILITY FOR DISTRIBUTED GENERATION
UNAVAILABILITY PAYMENT**

Notwithstanding the provisions of Section 4.1 the Company shall not make any DGNU Payment.

SCHEDULE 5

SCHEDULE 5 – CURTAILABLE CONNECTIONS

The following terms and conditions in this Schedule 5 apply to the management of the Customer's import and export capacity and sets out in particular the basis of constraint of the Company Curtailable Import Capacity or Company Curtailable Export Capacity .

1 ADDITIONAL DEFINITIONS

<i>Term</i>	<i>Meaning</i>
"Customer"	means the Customer whose Premises are Curtailable
"Customer's Connection Point"	means the point of connection between the User and the Customer
"Export Capacity"	means an amount of electricity expressed in kVA which may be less than or equal to but shall not exceed the Maximum Export Capacity that the Customer is passing into the User's Distribution System through the Customer's Connection Point at any point in time;
"Forecast"	means any information, projections, data, estimations or forecasts as to future levels of Curtailment provided by or on behalf of the Company to the User in relation to this Agreement.

2 TECHNICAL REQUIREMENTS FOR IMPLEMENTING CURTAILMENT FOR QUALIFYING GENERATION PLANT

- 2.1 The Customer's Generating Equipment shall be paralleled to the Company's Distribution System.
- 2.2 Company Control Equipment shall be installed at the Connection Points or the Customer's Connection Points to:
- 2.2.1 interface the User's or Customer's Installation and/or equipment therein with the Company's Supervisory Control Alarm and Data Acquisition (SCADA) systems
 - 2.2.2 conduct measurement of current and voltage in real time or accept measurements from the User's or Customer's equipment in agreed signal formats
 - 2.2.3 convey an Instruction in digital format, to the User's or Customer's control equipment to communicate the Adjusted Import Capacity and/or Adjusted Export Capacity that may be utilised. The specification for such Instructions is set out in Part 5 of this Schedule 5.
 - 2.2.4 provide volt free trip contacts, for operation upon failure of curtailment of interruptible import capacity, which shall be connected to the Connection Point or the Customer's Connection Point isolator or circuit breaker in respect of curtailment of import capacity.
 - 2.2.5 provide volt free trip contacts, for operation upon failure of curtailment of interruptible export capacity, which shall be connected to the Connection Point or the Customer's Connection Point isolator or circuit breaker or if appropriate to equipment under the control of the User that may isolate the Customer's generating equipment.

and the specific technical requirements will be set out in Part 4 of this Schedule 2.

3 CURTAILMENT

- 3.1 Subject to the Company's control engineer instructing any necessary limitations of usage in accordance with the Distribution Code the User agrees that the Company shall be entitled to give an Instruction in

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SCHEDULE 5

accordance with the technical requirements in Part 4 of this Schedule 5 to Curtail the flow of electricity through the Connection Point or Customer Connection Point in an amount expressed in kVA.

4 NO LIABILITY FOR FORECASTS

4.1 The provider of any Forecast, aims to ensure that the Forecast is accurate and consistent with current knowledge and practice. However forecasting of a dynamic social, economic, climatic and electrical environment are inexact sciences which are constantly evolving and therefore no element of the Forecast may be relied upon. The provider of any Forecast and any party on behalf of whom the Forecast has been provided excludes all liability in tort (including negligence), contract and under any statute for any loss or damage arising out of or in connection with any reliance on the Forecast. Subject to the foregoing, to the fullest extent permitted by applicable law, all warranties or representations (express or implied) in respect of the Forecasts are excluded.

4.2 The User's use of Forecasts provided by or on behalf of the Company is entirely at the User's own risk. The Company makes no warranty, representation or guarantee that the Forecast is error free or fit for your intended use.

SCHEDULE 5 PART 1 –SCHEME

[]

PART 4 – SITE TECHNICAL REQUIREMENTS

See EDS 08-5063 Distributed Energy Resources Management Systems (DERMS) – IDNO Flexible and Curtailable Connections Requirements

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SCHEDULE 5

PART 5 – TECHNICAL REQUIREMENTS FOR THE COMPANY TO GIVE AN INSTRUCTION TO THE CUSTOMER

Manual (verbal or written) Instructions will be given by	The Company shall through its control equipment in an autonomous, semi-autonomous or otherwise in a manual fashion including verbal or written instructions specify a level of import capacity which may be less but not greater than the Maximum Import Capacity and specify a level of export capacity which may be less but not greater than the Maximum Export Capacity.
	Upon receipt from the Company of the specified level of import capacity or export capacity the User shall ensure that the Customer shall reduce the flow of electricity from the User's Distribution System to the Customer's Installation or the flow of electricity from the Customer's Installation to the User's Distribution System in an autonomous, semi-autonomous or manual fashion to not exceed those specified levels and do so within the timescale specified by the Company.
	If the Customer fails to act within the period specified by the Company to achieve maximum flows of electricity below the specified levels the Company shall be entitled to De-energise the Connection Points or isolate the Customer's Connection Points or generating equipment as is appropriate.
	Until such time that the specified level of import capacity reverts to the Maximum Import Capacity or the specified level of export capacity reverts to the Maximum Export Capacity if the Customer exceeds those specified values the Company shall be entitled to De-energise the Connection Points or isolate the Customer's Connection Points or generating equipment as is appropriate.
Automatic Instructions will be given by	Automatic Instructions will be given via the Scheme described in Schedule 5 Part 1

1. DETAILS OF CURTAILABLE CONNECTIONS CONNECTED TO THE USER'S SYSTEM	
Address of Curtailable Connection:	

SCHEDULE 5

1. DETAILS OF CURTAILABLE CONNECTIONS CONNECTED TO THE USER'S SYSTEM	
Address of Curtailable Connection:	
Company Non-Curtailable Import Capacity	[] kVA
Company Non-Curtailable Export Capacity	[] kVA
Company Curtailable Import Capacity	[] kVA
Company Curtailable Export Capacity	[] kVA
Company Curtailment End Date	[]
Company Import Curtailment Limit	[] hours
Company Export Curtailment Limit	[] hours
Company Exceeded Import Curtailment Price (subject to change)	[] £/MVAh
Company Exceeded Export Curtailment Price (subject to change)	[] £/MVAh

2. DETAILS OF TECHNICAL REQUIREMENTS TO INSTRUCT CURTAILMENT TO USER	
NAME OF USER DISTRIBUTION SYSTEM	[NAME OF USER DISTRIBUTION SYSTEM]

3. AGREED ALTERNATIVES TO THE CURTAILMENT	
NAME OF USER DISTRIBUTION SYSTEM	[NAME OF USER DISTRIBUTION SYSTEM]

SCHEDULE 5

3. AGREED ALTERNATIVES TO THE CURTAILMENT	
NAME OF USER DISTRIBUTION SYSTEM	[NAME OF USER DISTRIBUTION SYSTEM]