

# NORTHERN IRELAND ELECTRICITY plc

## STANDARD CONNECTION TERMS AND CONDITIONS

### For LV Connections

#### 1. Introduction

- 1.1 This Section 1 sets out an introduction in relation to these terms and conditions. Where you are subject to the General Conditions of Connection, these shall be updated and replaced by these Standard Connection Terms and Conditions which shall apply to You and shall be the General Conditions of Connection.

#### 1.2 Supply

- (a) The electricity You receive from Your Supplier will be delivered to Your Premises using the Distribution System. Therefore to receive a supply of electricity You require both:
- (i) a Supply Agreement; and
  - (ii) a connection agreement with NIE to connect Your Premises to the Distribution System .
- (b) To simplify these requirements, Your Supplier has been appointed as the agent of Northern Ireland Electricity plc (“**NIE**”) to put in place a Connection Agreement between NIE and You on these Standard Connection Terms and Conditions. When You enter into an electricity Supply Agreement with Your Supplier after 1 October 2004, You will also be entering into a Connection Agreement on these Standard Connection Terms and Conditions with NIE for connection of Your Premises to the Distribution System. For the avoidance of doubt you are not required to sign a Connection Agreement with NIE, as Your agreement to the Supply Agreement operates as Your acceptance of these Standard Connection Terms and Conditions. These Standard Connection Terms and Conditions are either attached to the Supply Agreement entered into by You with Your Supplier, of which You have a copy, or separately provided to You by Your Supplier. A copy is also available on the Northern Ireland Electricity plc website ([www.nie.co.uk](http://www.nie.co.uk)).
- (c) These Standard Connection Terms and Conditions are subject to any specific additional terms applicable to You as negotiated by You directly with NIE and reflected in a separate document specifically referring to these Standard Connection Terms and Conditions.
- (d) Your Supplier is only authorised to enter into a Connection Agreement on these Standard Connection Terms and Conditions. Your Supplier is not authorised to make any changes to these Standard Connection Terms and Conditions or the Connection Agreement, or to exercise NIE’s rights under the Connection Agreement, to terminate it or to agree to establish or modify a connection to the Distribution System.
- (e) Your Connection Agreement on these Standard Connection Terms and Conditions, will terminate when You change Your Supplier and will be replaced by a new Connection Agreement entered into through Your new Supplier.
- (f) You can obtain further information regarding connection arrangements on NIE’s website ([www.nie.co.uk](http://www.nie.co.uk)).

## 2. Definitions

In these Standard Connection Terms and Conditions:

**“Authority”** means the Northern Ireland Authority for Utility Regulation;

**“Connection Agreement”** means the agreement between NIE and You for connection of Your Premises to the Distribution System, where such agreement is based on these Standard Connection Terms and Conditions;

**“Distribution Code”** means the distribution code for the electricity industry in Northern Ireland, as amended from time to time;

**“Distribution System”** has the meaning assigned to that term in the Distribution Code;

**“Exempt Generator”** means a person having an on site generator and who is exempt from the requirement to hold a licence granted under the Order by reason of the Electricity (Class Exemptions from the Requirement for a Licence) Order (Northern Ireland) 1999;

**“Force Majeure Event”** means any event or circumstance, or number of events or circumstances, or combination thereof which is beyond NIE’s reasonable control and which results in or causes NIE to fail to perform any of its obligations under the Connection Agreement;

**“Generator Capacity”** means the capacity of the generator (if any) in respect of which NIE has given consent for you to connect to the Distribution System in accordance with clause 5;

**“Laws”** means any legislation, treaty, regulation, licence, by-law, proclamation, code, order (including the Order), statutory instrument or other subordinate legislation (each as amended or replaced), and applying to the relevant Party;

**“Maximum Import Capacity”** means the value recorded against Your connection in NIE’s Maximum Import Capacity Billing & Registration System (AF) as the maximum capacity made available for Your connection;

**“NIE”** means Northern Ireland Electricity plc and includes to the extent and where the context so requires any employees, officers, or agents of Northern Ireland Electricity plc acting under the Connection Agreement;

**“Order”** means the Electricity (Northern Ireland) Order 1992;

**“Party”** means either You or NIE, as the circumstances require, and “Parties” means both You and NIE;

**“Premises”** includes any part of any land or building or structure and means the site or sites where the supply is being taken;

**“Relevant Act of Omission”** means any act or omission by the TSO that is a breach of a Relevant Agreement;

**“Relevant Agreement”** means any agreement for connection to and/or use of the transmission system to which the TSO is party and/or the Transmission Interface Arrangements;

**“Supply”** and **“Supplied”** in each case refers to the supply of electricity to Premises and may include the provision of services required or undertaken in respect of such Supply;

**“Supply Agreement”** means an agreement for Supply to Your Premises entered into between You and Your Supplier;

**“Supplier”** means the company licensed as an electricity supplier and with whom You have a Supply Agreement from time to time;

**“Transmission Interface Arrangements”** the Transmission Interface Arrangements prepared by NIE and the TSO pursuant to the TSO’s transmission licence and NIE’s transmission licence;

**“TSO”** means SONI Limited, the transmission system operator in Northern Ireland;

**“You”** and **“Your”** means you as a party to the Connection Agreement with NIE.

**3. When the Connection Agreement comes into effect**

The Connection Agreement on these Standard Connection Terms and Conditions will come into effect when Your Supply Agreement comes into effect.

**4. Connection to the Distribution System**

- (a) Subject to these Standard Connection Terms and Conditions, the provisions of the Order and any other Laws that may apply from time to time, You shall have the right to have Your Premises to be and to remain connected to the Distribution System.
- (b) You acknowledge that NIE may use switchgear with auto-reclosing facilities, that Your Premises and Your installation generally should be designed so as not to suffer damage through the operation of such facilities, and that NIE accepts no liability for such damage to the extent that such damage is attributable to Your failure so to design Your installation and/or Premises.
- (c) You must ensure that Your installation is, before connection of Your Premises to the Distribution System and at all times during the period of the Connection Agreement, installed, earthed, operated and maintained in accordance with any regulations made by DETI, the IEE Regulations (BS 7671) and NIE’s requirements, as applicable. NIE may refuse to connect or maintain a connection to Your Premises if Your installation ceases to comply with the regulations and requirements referred to in this paragraph (c).
- (d) You must ascertain from NIE the nature and capacity of the supply to be provided and ensure that Your connection and Your installation is wired for single or multi-phase supply as required by NIE. Where a Supply is provided over two or more phases You shall ensure that the load is balanced as evenly as possible between the phases at all times. Where three-phase equipment is installed as part of an installation, You are advised to fit protection which will disconnect all phases of the Supply in the event of low voltage or loss of Supply to one or more phases of the incoming supply.
- (e) Motors up to 0.75 kW single phase or 4.5 kW three phase (0.37 kW single phase or 2.2 kW three phase in the case of motors for lifts, hoists and other cyclic applications) may be started “direct on line”. The starting arrangement for motors in excess of these ratings will be subject to written agreement between You and NIE. You must take all reasonable steps to ensure that the power factor at which the supply is used is controlled between 0.9 lagging and unity.
- (f) NIE’s obligations under the Connection Agreement are subject to Your Premises having an appropriate meter to measure electricity delivered to Your Premises unless otherwise agreed with NIE. You are not permitted to use NIE’s electric lines or plant for signalling or communication purposes. NIE’s obligations are also subject to the Maximum Import Capacity only being taken, safety considerations and Your connection complying with all relevant Laws.
- (g) You must ensure that Your demand for electricity does not exceed the Maximum Import Capacity agreed with You prior to Your connection in accordance with these Standard Connection Terms and Conditions.
- (h) You must contact NIE in advance if You wish to increase Your demand or make any significant change to Your connection, electric lines or electrical equipment, or to install or operate generating equipment, or to do anything else that could affect

the Distribution System or supply to other customers or require alterations to Your connection. You must take care not to use the Supply to Your Premises or to connect equipment such that You cause damage to the Distribution System or interfere with Supply to other customers or with the distribution of supplies by NIE efficiently and in accordance with NIE's obligations or which in NIE's reasonable opinion is likely to do so and, if You do, You shall at Your own expense remedy the condition within a reasonable time of NIE giving You notice, failing which NIE may immediately de-energise Your Premises until the condition has been remedied.

- (i) NIE may, upon the fifth anniversary of connection of Your Premises to the Distribution System, or where a change to Maximum Import Capacity has been agreed between NIE and You, upon the fifth anniversary of the date of agreement to that change, review the extent of Your utilisation of the Maximum Import Capacity. NIE reserves the right, where You are not utilising the Maximum Import Capacity, to reduce the Maximum Import Capacity, provided that such reduced Maximum Import Capacity shall be at least 110% of Your peak half hour demand during the twelve months prior to the date of review. If You cannot agree a mutually acceptable reduced Maximum Import Capacity with NIE, You may refer the dispute to the Authority.
- (j) If Your demand for electricity exceeds 1MW, You must comply with the relevant provisions of the Distribution Code.

#### **5. Connection of Generating Plant**

You must not connect to Your installation generating plant that is designed for parallel operation with the Distribution System without the prior written approval of NIE. If You wish to connect such plant then You must submit a formal application to NIE. If NIE consents to You connecting a generating plant to the Distribution System, then You must comply with NIE's requirements for the connection of generation to the Distribution System. In particular, You must comply with the requirements of NIE Engineering Recommendation G59/1/NI or Engineering Recommendation G83/1, as amended, supplemented, varied or replaced from time to time, as applicable. These requirements are for the protection of the Distribution System and do not constitute any approval by NIE of the generating plant or any warranty or guarantee by NIE of the adequacy of the generator's installation.

#### **6. Delivery of electricity**

Without limiting NIE's obligations under applicable Laws relating to quality of Supply, NIE does not guarantee to provide a Supply of electricity through the Distribution System at all times or that electricity Supplied through the Distribution System will be free of variations in voltage or frequency. You should take appropriate steps to ensure that Your installation and equipment is protected from the consequences of interruptions and restorations of supply and variations in voltage and frequency. Without limiting clause 11, NIE accepts no liability for damage to installations or equipment to the extent that such damage is attributable to Your failure to take such steps.

#### **7. Charges for the use of the Distribution System**

- (a) NIE will not bill You directly for any charge for the use of the Distribution System for so long as You have a Supplier. NIE will bill Your Supplier for Your use of the Distribution System.

- (b) Where NIE has recorded a Maximum Import Capacity against Your connection, You should be aware that if You exceed the Maximum Import Capacity, and fail to respond to notices issued by NIE to You or Your Supplier requiring You to comply with the Maximum Import Capacity for Your connection, NIE may charge Your Supplier an increased rate in relation to electricity consumed over the Maximum Import Capacity in accordance with NIE's policy on Maximum Import Capacity. Your Supplier may pass those charges on to You as part of Your charges for Your Supply. NIE may also charge Your Supplier more if You fail to take all reasonable steps to ensure that the power factor at which the Supply is used is controlled between 0.9 lagging and unity.

## **8. Access and rights over land**

- (a) You agree to allow NIE safe, full, and free access to any Premises at which You are Supplied:
- (i) at any time if there may be danger to life or property, or if rights in relation to a Supply of electricity are being exercised under any Laws, or for any other purpose required for the operation or management of the Distribution System;
  - (ii) at all reasonable times for the purposes of installing, maintaining, modifying, testing, removing, replacing or reading any equipment or apparatus, including electricity meters and metering equipment, owned or operated by NIE or Your Supplier in connection with Your Supply and NIE's services to You, and You grant all necessary rights for such purposes;
  - (iii) lawfully to disconnect or de-energise the connection to Your Premises.
- (b) If a substation is required in order to provide a Supply to Your Premises, You must grant a lease of land for that substation to NIE at a nil rent and on NIE's standard lease terms.
- (c) You grant to NIE to the extent possible and free of charge all such consents and all wayleaves and interests in land as are necessary for the installation, operation, maintenance, inspection and removal of NIE's equipment situated or to be situated on Your Premises.

## **9. Interference with equipment**

You must not interfere in any way with any of NIE's equipment at Your Premises except where emergency action has to be taken to protect the health and safety of persons.

## **10. Disconnecting and De-Energising Your Supply**

- 10.1 NIE may disconnect or de-energise the Supply of electricity to Your Premises where:
- (a) NIE is entitled or required to do so under any of the Laws or the electricity industry arrangements under which NIE operates, including but not limited to NIE's licence(s) under the Order;
  - (b) Your Supply of electricity is required to be cut off under any Laws or the electricity industry arrangements under which Your Supplier operates;
  - (c) to avoid, seek to avoid or mitigate the effect of a risk of danger if Supply is continued;
  - (d) NIE's agreement with Your Supplier for the use of the Distribution System in delivering electricity to Your Premises entitles or requires NIE to do so;
  - (e) You do not have a Supply Agreement with a Supplier;

- (f) NIE wishes to inspect, modify, maintain, repair or add to any part of the Distribution System, including in relation to Your supply;
  - (g) there is an accident or emergency or any event affecting or likely to affect the Distribution System or any other electricity network through which (directly or indirectly) NIE receives, transports or delivers electricity;
  - (h) NIE wishes to avoid interference with any Supplies to any person;
  - (i) You breach any provision of the Connection Agreement, including by exceeding the Maximum Import Capacity and failing to respond to notices from NIE requiring You to comply with the Maximum Import Capacity for Your connection, or any Law;
  - (j) there is a Force Majeure Event; or
  - (k) the Connection Agreement on these Standard Connection Terms and Conditions is terminated, and no replacement connection agreement is entered into between You and NIE.
- 10.2 Upon expiry or termination of the Connection Agreement NIE shall be entitled to disconnect any connection equipment provided by NIE on Your Premises and remove it from Your Premises.

## 11. Liability

- (a) Except in the case of death or personal injury caused by the negligence of the other party:
  - (i) neither Party is liable to the other Party in connection with the Connection Agreement which is on these Standard Connection Terms and Conditions in any circumstances, including where the Party is in breach or has been negligent, for:
    - (1) any special, consequential, indirect, economic, or financial loss (pecuniary or non-pecuniary, and including without limitation loss of revenue, profit or opportunity, wasted expenses, loss of agreement and loss of goodwill);
    - (2) any loss arising from the liability of the other Party to any other person or body howsoever arising and any other loss or damage of any nature whatsoever and howsoever caused; and
  - (ii) each Party shall only be liable in all cases, including where the Party is in breach or has been negligent, for loss or physical damage to the other party's property or physical damage to the property of any third party entitled to claim against that other Party in respect of physical damage caused directly to that third party arising directly from the breach of the Connection Agreement or such negligence and which at the date of the Connection Agreement was reasonably foreseeable as likely to result in the ordinary course of events from such breach or negligence provided that the liability of the party liable shall not exceed an amount per event or related series of events equal to the lesser of:
    - (1) (A) where NIE is the Party liable, a sum equal to the total value of Your connection equipment (being all electrical equipment located at or adjacent to the Connection Point (as defined in the Distribution Code) excluding all out going circuitry; or (B) where You are the Party liable, a sum equal to the total value of NIE's connection equipment (being as described above); in each case as at the date the claim arose; and
    - (2) (A) £1,000,000 where You have a Maximum Import Capacity or a Generator Capacity greater than 1 MVA; (B) £100,000 where You

have a Maximum Import Capacity or a Generator Capacity between 70 kVA and 1 MVA; or (C) £10,000 where both Your Maximum Import Capacity and Your Generator Capacity is less than 70 kVA.

- (b) Without prejudice to the rights, powers, duties and obligations created by Laws, all rights or remedies express or implied and provided by common law or statute are excluded from application under the Connection Agreement to the fullest extent permitted by law.
- (c) In consideration of the rights conferred upon You under these Standard Terms and Conditions and the Connection Agreement, including under clause 11(e), Your right to claim in negligence, other tort, or otherwise howsoever against the TSO in respect of any act or omission of the TSO in relation to the subject matter of any Relevant Agreement is hereby excluded and You agree not to pursue any such claim; provided that nothing in this clause 11(c) shall restrict Your ability to claim against the TSO under any contract to which You and the TSO are (from time to time) a party or in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of the TSO.
- (d) The TSO may rely upon and enforce the terms of clause 11(c) against You. The third party rights of the TSO in this clause 11(d) may only be enforced by the TSO subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any other provision of these Standard Terms and Conditions or the Connection Agreement, these Standard Terms and Conditions and the Connection 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 these Standard Terms and Conditions or the Connection Agreement.
- (e) Any Relevant Act or Omission which causes physical damage to Your plant, apparatus or other property shall, for the purposes of determining NIE's liability under the Connection Agreement on these Standard Terms and Conditions, constitute an act or omission of NIE in breach of the Connection Agreement provided that the liability of NIE under this Agreement, in respect of such act or omission of the TSO, shall not exceed the monetary cap referred to in clause 11(a).
- (f) For the avoidance of doubt and for the purpose of determining Your liability under the Connection Agreement on these Standard Connection Terms and Conditions, any liability of NIE (in respect of any acts or omissions of You in breach of the Connection Agreement that cause physical damage to the property of the TSO) to the TSO under the Transmission Interface Arrangements will be a reasonably foreseeable consequence of a breach of the Connection Agreement by You in respect of which NIE will be entitled to recover damages from You provided that Your liability under this Agreement, in respect of such act or omission, shall not exceed the monetary cap referred to in clause 11(a).
- (g) NIE shall obtain from the TSO a waiver in favour of (and enforceable by) You in respect of any claim the TSO may have in negligence, other tort, or otherwise howsoever against You in respect of any act or omission by You in relation to the subject matter of the Connection Agreement or these Standard Terms and Conditions and NIE shall ensure that such waiver includes agreement by the TSO not to pursue such claim; provided that NIE need not obtain the TSO's waiver of any claim the TSO may have against You under any contract to which You and the TSO are (from time to time) party or in respect of fraudulent misrepresentation or death or personal injury resulting from Your negligence.
- (h) We each hold the benefit of these provisions in clause 11 for ourselves and as trustee and agent for our respective officers, employees and agents.

- (i) Each of these sub-clauses of clause 11 shall be construed as a separate and severable term and if one or more is held to be invalid, unlawful or otherwise unenforceable, the other(s) shall continue to apply, and each shall also remain in force notwithstanding termination of the Connection Agreement.

**12. Changing the Standard Connection Terms and Conditions and Connection Agreement**

The terms of the Connection Agreement will be changed automatically to incorporate any changes that NIE may make to the form of these Standard Connection Terms and Conditions. Changes will be announced on NIE's website and in at least two newspapers published across Northern Ireland.

**13. Terminating the Connection Agreement**

- (a) The Connection Agreement with You will immediately be terminated when any one or more of the following occurs:

- (i) You permanently stop having a Supply of electricity delivered to Your connection;
- (ii) You no longer either own or occupy the Premises at which that connection is situated;
- (iii) Your Supply Agreement with the Supplier acting as agent of NIE for the purposes of entering into the Connection Agreement with You on these Standard Connection Terms and Conditions expires or is terminated for any reason; or
- (iv) a ground for disconnecting or de-energising the Supply to Your Premises under clause 10 persists unabated for 1 month and NIE notifies You of the termination.

- (b) Termination of the Connection Agreement will not affect any of the rights or claims that either Party has under the Connection Agreement or otherwise and any such rights or claims will survive termination of the Connection Agreement.

- (c) For the avoidance of doubt, the Connection Agreement will terminate when You change Your Supplier and will be replaced by a new Connection Agreement entered into through Your new Supplier.

**14. Transferring the Connection Agreement**

You are not entitled to transfer the Connection Agreement between Yourself and NIE to another person without NIE's consent.

**15. Providing information**

You must provide NIE with any information NIE requests in relation to the nature, or use by You, of electrical equipment on Your Premises. NIE will only ask for information that it needs in relation to the Connection Agreement or by reason of Law or other arrangements applying to NIE in relation to NIE's licensed activities.

**16. Entire agreement**

- (a) The Connection Agreement which is on these Standard Connection Terms and Conditions and any other documents to which it refers as relating to the relationship between us, constitute the entire agreement between You and NIE in relation to the connection of Your Premises to the Distribution System. All terms, conditions, warranties, undertakings, inducements and representations whether express or implied, statutory or otherwise, are excluded, except where such rights cannot be excluded and in the case of fraudulent misrepresentation.

- (b) If any provision of the Connection Agreement which is on these Standard Connection Terms and Conditions is or becomes declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of the Commission of the European Union or by order of the Secretary of State such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the Connection Agreement which shall continue in full force and effect.

**17. Governing law**

The laws of Northern Ireland govern the Connection Agreement and the Parties submit to the jurisdiction of the Courts of Northern Ireland.

**18. Contacting each other**

You should contact NIE directly if You require any additional information with regard to these Standard Connection Terms and Conditions or the Connection Agreement or the connection to Your Premises. NIE may wish to contact You about the Connection Agreement or Your connection, and to enable NIE to do that, You authorise Your Supplier to give NIE Your contact details.