Dated

BETWEEN

**South Eastern Power Networks plc**

and

**Customer**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VARIATION AGREEMENT RELATING TO A CONNECTION AGREEMENT

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This **AGREEMENT** is dated ………. .…………………….. ……………….. 2019 and is made

**BETWEEN**:

1. **SOUTH EASTERN POWER NETWORKS PLC** (company registration number 03043097) whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP (“**SPN**”);
2. **CUSTOMER** (company registration number XXXXXX), whose registered office is at XXXXXXX (“**the Customer**”).

**RECITALS:**

1. **SPN** had contracted the management of its distribution system to UK Power Networks (Operations) Limited (“**UKPN**”).
2. UKPN has, together with National Grid Electricity Transmission Plc, been awarded funding for the **Power Potential Project** through the **Authority’s** Electricity Network Innovation Competition and is undertaking the **Trial** for the purposes of that project.
3. The **Customer** wishes to participate in the **Trial** and has or will enter into a **Power Potential DER Framework Agreement** for that purpose
4. The **Trial** implies consequential amendments to the Connection Agreement between **SPN** and the **Customer**

**NOW IN CONSIDERATION OF £1.00 (ONE POUND) PAYABLE BY EACH PARTY TO EACH OTHER PARTY (RECEIPT OF WHICH EACH PARTY HEREBY ACKNOWLEDGES) IT IS HEREBY AGREED AS FOLLOWS:**

# DEFINITIONS AND INTERPRETATION

## “**Authority**” means the Gas and Electricity Markets Authority established by section 1 of the Utilities Act 2000;

## “**Connection Agreement**” means an agreement dated 5/11/2010 between SPN and the Customer for the connection of the Customer’s installation to SPN’s distribution system;

## “**Effective Date**” means the date that this Agreement is entered into and which shall be of even date to the Power Potential DER Framework Agreement;

## “**Power Potential DER Framework Agreement**” means an agreement of that name entered into between **UKPN** and the **Customer**;

## “**Power Potential Project**” means the project described in the submission by **UKPN** and National Grid Electricity Transmission Plc for the **Authority’s** Network Innovation Competition under the title “Transmission & Distribution Interface 2.0 (TDI 2.0)”;

## “**Trial**” means the procurement and utilisation of services by **UKPN** as defined in **the Power Potential DER Framework Agreement**;

## The Clause and Schedule headings of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

## Any consent, approval, licence, authorisation, notice, certificate or determination from any person shall only be effective for the purposes of this Agreement if given in writing and signed by or on behalf of that person.

## The language of this Agreement is English and all correspondence, drawings, test reports, certificates, specifications, information, operating and maintenance instructions, name and rating plates, identification labels, instructions and notices to the public and staff and all other written and printed matter required for the services shall be in English.

## References to this Agreement or any other agreement or document shall include a reference to this Agreement or other agreement or document (as the case may be) as amended, modified, supplemented, substituted, novated or assigned.

## The Customer’s installation is located at;

[Site Name]

[Address line 1]

[Address line 2]

[Address line 3]

[Postcode]

Import MPAN(s) [MPAN list]

Export MPAN(s) [MPAN list]

# VARIATION OF THE CONNECTION AGREEMENT

## The Parties agree that from the Effective Date, the Connection Agreement shall be varied by appending a new section to Schedule 4 of Appendix 2 as follows;

|  |
| --- |
| **POWER POTENTIAL** |
| P1 Paragraphs P2-5 are each separately conditional upon; UK Power Networks having entered into and still maintaining a contract with UK Power Networks (Operations) Limited, a company registered in England with number 03870728 whose registered office is at, Newington House, 237 Southwark Bridge Road, London, SE1 6NP (“UKPN”) to manage its Distribution System, andUKPN having entered into and still maintaining a Power Potential DER Framework Agreement with the Customer,and both agreements being in full force and effect. P2 Notwithstanding any restrictions relating to Power Factor (as defined in the Connection Agreement) contained elsewhere in this Agreement or in the National Terms Of Connection, the Customer may operate its equipment in the range between [insert value] Mvar] leading (“Qmin”) and [insert value Mvar] lagging (“Qmax”) (to the extent not already permitted to do so), at a level within that range that is consistent with the level of active power output “P”, only for the duration of an Instruction (as defined in the Power Potential DER Framework Agreement) from UKPN, provided that at all times it does not exceed the Maximum Import Capacity or Maximum Export Capacity. The values of Qmin and Qmax are valid under normal distribution network running condition without outages only and UK Power Networks will inform the Customer if and when these limits change due to outage/fault conditions  P3 The “Voltage Droop[[1]](#footnote-1)” (being the change in voltage that results in a change of reactive power from 0 to Qmin or from 0 to Qmax) shall be set at 4% initially, which must be achievable with a tolerance of ±0.5%. Any changes to these values will be discussed and agreed by the Parties.  P4 Where the Customer is operating under an Instruction in voltage control mode, and the Customer operates outside of the specified limits, UK Power Networks may; via issuing signals from its Remote Terminal Unit, demand that the Customer revert to within those specified limits and the Customer shall so revert, andwhere the Customer fails to act in accordance with paragraph P4(a) within a pre-defined timeframe, UK Power Networks may instruct the Customer via issuing signals from its Remote Terminal Unit to go to power factor operating mode (if normal operation is under power factor mode) or to revert to within Voltage/Q limits (if normal operation is under voltage control mode), andwhere the Customer fails to act in accordance with paragraph P4(a) and P4(b), within a pre-defined timeframe, UK Power Networks may de-energise the generator. P5 Where no Instruction is given or an Instruction’s period has ended, the Customer shall operate its equipment in accordance with any restrictions contained elsewhere in this Agreement or in the National Terms Of Connection. |

## Except as stated in Clause 2.1, the Connection Agreement shall continue in full force and effect.

# Governing Law and Jurisdiction

## This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

## The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or its subject matter or formation (including non-contractual disputes or claims).

# Rights of Third Parties

## The parties do not intend that any term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.

The Parties have signed this Agreement on the date set out above.

**For and on behalf of**

**South Eastern Power Networks plc**

**Signed by**:………………………………………..

Name:

Position:

**For and on behalf of**

**the Customer**

**Signed by**:………………………………………

Name:…………………………………………...

Title: Director

**Signed by**:……………………………………..

Name:…………………………………………..

Title: Director/Company Secretary

1. Droop applies for non-synchronous generators [↑](#footnote-ref-1)