DATED <<DATE>>

ELECTRICITY SUPPLY BOARD

and

«NAME»

DISTRIBUTION USE
OF SYSTEM AGREEMENT
FRAMEWORK AGREEMENT

Approved by CER on 1st August 2002
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AGREEMENT is made the <<Day> day of <<Month>> 200..

BETWEEN:

(1) ELECTRICITY SUPPLY BOARD, a statutory corporation having its principle office at 27 Lower Fitzwilliam Street, Dublin 2 (hereinafter called the “Company”);

(2) «Registered_Name», «Reg_Address1», «Reg_Address2», «Reg_Address3» (hereinafter called the “User”)

and each of the parties hereto being a "Party" and the term "Parties" shall be construed accordingly.

WHEREAS:

(A) The User has applied to the Company for use of the Distribution System as a person licensed under Section 14 of the Electricity Regulation Act, 1999 in order to supply electricity to the categories of customers described in that section.

(B) In accordance with Section 34 of the Electricity Regulation Act, 1999 the Company is required, subject to certain exceptions, to enter into an agreement for use of the Distribution System.

(C) This Agreement set out the terms and conditions upon which the Company and the User have agreed in relation to the use by the User of the Distribution System.

(D) This Agreement relates to the supply of electricity to one or more persons connected to the Distribution System the connection of those persons being pursuant to a relevant Connection Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement except where the context otherwise requires the following expressions shall have the meanings set out opposite them:

"Act" Means the Electricity Regulation Act, 1999;

“Additional Services” Means the services listed in Schedule 1 hereto

“Affiliate” Means in relation to either Party, any holding company or subsidiary or any subsidiary of a holding company of the relevant Party, in
each case within the meaning of the Companies Acts, 1963 to 1999 inclusive;

"Approved Credit Rating" Means a long-term debt rating of not less than A1 by Standard and Poor's Corporation or a rating of not less than P1 by Moodys Investors Services or an equivalent rating from any other reputable credit rating agency approved by the Company from time to time.

“Business Day” Means any day other than a Saturday, a Sunday or a public holiday in Ireland;

“Confidential Information” Has the meaning given in Clause 16;

“Charging Period” Means the period specified in Schedule 2 or, as appropriate, or if no period is specified, a period of one calendar month;

“Commission” Means the Commission for Electricity Regulation established by the Act;

"Connection Agreement" Means an agreement between the Company and any Customer which provides that the Customer has the right for that Customer's Installation to be and remain connected to the Distribution System;

“Connection Point” Means the physical point at which the facility is joined to the Distribution System;

“Competent Authority” Means the Commission or any local, national or supra-national agency, authority, department, inspectorate, minister, official, court, tribunal or public or statutory person (whether autonomous or not) of Ireland (or the government thereof) or the European Union which has jurisdiction over a Party or the subject matter of the Agreement.

"Customer" Means a final customer as defined in the Act to whom the User proposes to supply or for the time being supplies electricity through an Exit Point;
"Customer's Installation"意味着任何结构，设备，线路，电器或设备，由任何客户使用或计划使用，并直接或间接连接到配电系统；

“Data Aggregator”表示在交易和结算代码中定义的意义。

"De-energise"意味着与任何计量点，为了防止从配电系统通过相关的出口点（或，在无计量供应的情况下，任何一个或多个相关的出口点）向相关的客户安装的任何目的（除系统停运外），在任何目的下，与客户安装的任何目的外，"De-Energisation"和"De-Energising"将相应地解释。

"De-energisation Works"意味着任何开关的移动，任何保险丝或电表的移除，或采取任何其他步骤来使出口点停运。

“Designated Dispute”表示在第2部分第1.2节中定义的意义。

"Directive"意味着任何现行或未来的立法，法定文件，直接指令，要求，指令，命令，指示或任何有权机构规范的规则或指示，只在符合一般实践的情况下，由有权机构规定 的任何法规和指令的任何修改，扩展或替代，然后在效力；
"Disconnection Notice" Means a notice sent by the User to the Company pursuant to Clause 9 and which identifies the Metering Point to which the notice relates by reference to the Meter Reference Number for that Metering Point and requests the Company to De-register the Metering Point;

“Disconnect” Means in relating to an Exit Point, to change the status of the Meter Point Reference Number relating to that Exit Point so as to prevent any further registration in respect of that Meter Point Reference Number;

"Distribution Code" Means the Distribution Code required to be prepared by the Company pursuant to Section 33 of the Act, and approved by the Commission, as from time to time revised, amended, supplemented or replaced with the approval of or at the instance of the Commission;

"Distribution System" Means the Company's Distribution System that is to say, a system which consists of electric lines, electric plant, transformers and switchgear and which is used for conveying electricity to final customers;

“Distribution System Operator” Means the Company acting as operator of the Distribution System;

“Eligible Customer” Has the meaning given to it under the Act;
"Encumbrance" Means any pledge, mortgage, lien, assignment by way of security, charge, hypothecation, security interest, title relation or any other security agreement or arrangement having the effect of conferring security, or other form of encumbrance and "Encumber" and like terms shall be construed accordingly;

"Energise" Means, in relation to any Exit Point, deliberately to allow the flow of electricity from the Distribution System through the relevant Exit Point to the relevant Customer's Installation where such a flow of electricity was disabled or non-existent;

"Energisation Works" Means the movement of any isolator, breaker or switch, or the insertion of any fuse so as to enable active power and reactive power to be transferred to and from the Customer's Installation through an Exit Point;

"ESB Safety Rules" Means the documents prepared by the Company entitled “Electricity Supply Board Ireland, Safety Rules (Electrical) (Transmission, Distribution and Marketing)” and “Electricity Supply Board Ireland, Safety Rules (Electrical)(Generating Stations);”

Euribor” Means in relation to any sum, the rate per annum for deposits in euro for the specified period applicable thereto which appears on Telerate (or any successor service) page 248 (or any relevant successor page) or Reuter’s page Euribor (or any successor or service page) at or about 11am on the relevant rate fixing date. If no such quotation is available, EURIBOR will be the rate per annum for deposits in euro determined to be equal to the arithmetic mean (rounded upwards to four decimal places) of the six month rates at which at least three banks who generally provided quotes on Telerate page 248 when quotations were last available thereon was offering to prime banks in the European Interbank Market deposits in euro and for the specified period at or about 11:00 am on the relevant rate fixing day. For the purposes of
this definition “specified period” means the period in respect of which EURIBOR falls to be determined in relation to such sum;

“euro” or “EUR”
Means the single currency of participating Member States of the European Union;

“Event of Default”
Has the meaning given to it in Clause 14.4;

"Exit Point"
Means a Connection Point at which a supply of electricity may flow between the Distribution System and the Customer's Installation;

"Force Majeure"
Means any one of the events, conditions or happenings as set out in Clause 15;

"Good Industry Practice"
Means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;

"kVA"
Means kilovoltamperes;

“Legal Claim”
Has the meaning given to it in Clause 8.2.2;

“Letter of Credit”
Means an irrevocable standby letter of credit in such form as the Company may reasonably approve issued for the account of the User in favour of the Company, allowing for partial drawings and providing for the payment to the Company forthwith on demand by any bank which meets the following criteria:

(a) banks with a long-term credit rating of at least AA (Standard and Poor) or AA2 (Moody’s) or equivalent. AA minus will not suffice, or

(b) holders of banking licences issued under Section 9 of the Central Bank Act 1971, with total balance sheets assets of not less than EUR €1,270 million equivalent or whose parent bank, where such a holder is a branch or subsidiary, has total balance sheet assets of not less than
EUR €12,700 million equivalent and a rating not less than A/A2, or
(c) subsidiaries of branches of international banks, operating in Ireland, provided that the parent bank meets the criteria at (a) or has total balance sheet assets of not less than EUR €12,700 million or equivalent and a credit rating of at least A/A2;

"Maximum Import Capacity"
Means the amount of electricity referred to as being the "Maximum Import Capacity" in relation to each Connection Agreement to which this Agreement relates;

“Metering Code”
Means the code of that name which specifies the minimum technical design and operational criteria to be complied with for metering and data collection equipment and associated procedures as required under the Trading and Settlement Code;

“Metering Equipment”
Has the meaning given to it in the Metering Code;

"Metering Point"
Has the meaning given to the term “Actual Metering Point” in the Metering Code;

“Meter Point Reference Number”
Means the number which uniquely identifies User's Metering Equipment and which is registered under the Meter Registration System as further provided in the Trading and Settlement Code;

“Meter Registration System” or “(MRS)”
Means the system and/or process which uniquely identifies Metering Equipment and users associated with the meter and which contains pertinent data relating to the Meter as required by the Trading and Settlement Code;

“Meter Registration System Operator or MRSO”
Means the Company carrying out the activities of meter registration system operation as further provided in the Trading and Settlement Code;
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Party”</td>
<td>Means, as the context requires, the User or the Company and the term “Parties” shall be construed accordingly;</td>
</tr>
<tr>
<td>“Party Liable”</td>
<td>Has the meaning given to it in Clause 8.2;</td>
</tr>
<tr>
<td>“Party Not Liable”</td>
<td>Has the meaning given to it in Clause 8.2;</td>
</tr>
<tr>
<td>&quot;Registration Notice&quot;</td>
<td>Means a notice sent to the MRSO by either the User or the Company, as the case may be, instructing the MRSO to change the status of a Metering Point in the manner set out in the notice and “De-Registration Notice” shall be construed accordingly;</td>
</tr>
<tr>
<td>&quot;Security Cover&quot;</td>
<td>Means the security cover (if any) provided to the Company by the User under Clause 7;</td>
</tr>
<tr>
<td>&quot;Settlement&quot;</td>
<td>Has the meaning given to that term in the Trading and Settlement Code;</td>
</tr>
<tr>
<td>&quot;Supply Contract&quot;</td>
<td>Means a contract (whether oral or in writing) between the User and a Customer for a supply of electricity to such Customer through an Exit Point from time to time;</td>
</tr>
<tr>
<td>“Supply Licence”</td>
<td>Means a licence for the supply of electricity under Section 14(1)(b), (c) or (d) and 14(2) of the Act;</td>
</tr>
<tr>
<td>“Term”</td>
<td>Has the meaning given to it in Clause 14.1;</td>
</tr>
<tr>
<td>“Trading and Settlement Code”</td>
<td>Means the code and agreement of that name which sets out the rules for trading in electricity and settling energy imbalances and the responsibilities of parties thereto.</td>
</tr>
<tr>
<td>&quot;Transactional Charges&quot;</td>
<td>Means the total monthly charges payable by the Supplier for all the Additional Services listed in Schedule 1. The charges in respect of each of the Additional Services in Schedule 1 are determined annually and published by the Commission;</td>
</tr>
<tr>
<td><strong>&quot;Unit&quot;</strong></td>
<td>Means kilowatt hour;</td>
</tr>
<tr>
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<td>---------------------</td>
</tr>
<tr>
<td><strong>&quot;Use of Distribution System&quot;</strong></td>
<td>Means the use of the Distribution System for the passing of electricity into the Distribution System and for the transportation of such electricity by the Company through the Distribution System to Exit Points;</td>
</tr>
<tr>
<td><strong>&quot;Use of System Charges&quot;</strong></td>
<td>Has the meaning given to that term in Clause 5.1;</td>
</tr>
<tr>
<td><strong>&quot;Value Added Tax&quot; or &quot;VAT&quot;</strong></td>
<td>Means the Value Added Tax chargeable under the provision of the Value Added Tax Act 1972 or any tax on the supply of goods or services which may hereafter replace or supplement Value Added Tax.</td>
</tr>
</tbody>
</table>
1.2 In this Agreement, unless the context requires otherwise, any reference to:

1.2.1 the singular shall include the plural and vice versa;

1.2.2 any gender reference shall be deemed to include references to the masculine, feminine and neuter genders;

1.2.3 the word “including” and its variations shall be constructed without limitation;

1.2.4 the “Agreement” shall mean this agreement and its Schedules and Appendices;

1.2.5 any reference to “writing” or “written” shall include all methods of reproducing words in a legible and non-transitory form;

1.2.6 any words importing persons or parties shall include individuals, firms and corporations, joint ventures, trusts, unincorporated associations and organisations, partnerships and any other entity, in each case whether or not having a separate legal personality and any references to persons shall include their legal successors and permitted assignees;

1.2.7 any reference to legislation, regulations, Directives, orders, instruments, codes or other enactments shall include any amendments, modifications extensions, replacements or re-enactments thereof then in force;

1.2.8 unless otherwise specified:

(a) any reference in the Agreement to a “Clause” is a reference to a Clause contained in the Agreement;

(b) any reference to a “Schedule” is a reference to a Schedule to the Agreement;

(c) any reference to an “Appendix” is a reference to an Appendix to the Agreement; and

(d) any reference to a “Section” is a reference to a Section to a Schedule to the Agreement;

1.2.9 any reference to another agreement or document, or any deed or instrument, (including the Distribution Code, the Metering Code, the Trading and Settlement Code or the ESB Safety Rules) shall be constructed as a reference to that other agreement, or document, deed or other instrument as the same may have been, or may from the time be, amended, varied, supplemented, substituted or novated;

1.2.10 any terms which are defined in the Act, the Distribution Code, the Metering Code or the Trading and Settlement Code and which are not otherwise defined in the Agreement shall have the meanings ascribed to them in the relevant Code or the Act;
1.2.11 any terms not defined in either the Agreement, the Distribution Code, the Metering Code or the Trading and Settlement Code shall have the meaning commonly used in electric utility practice or the English language, as appropriate;

1.2.12 any reference to a month or year shall be construed as reference to a calendar month or year, as the case may be;

1.2.13 where reference is made to an amount or sum, it is to an amount or sum denominated in euro;

1.2.14 the table of contents and Clause headings are inserted for ease of reference only and shall be ignored for the purpose of the construction of the Agreement;

1.2.15 all terms which have been defined in the Agreement shall have their initial letters in capital typescript whenever and wherever they appear in the Agreement;

1.2.16 in the event of inconsistency between the provisions of the Agreement and the Distribution Code, the Metering Code or the Trading and Settlement Code (as the case may be), the provisions of the Distribution Code, the Metering Code or the Trading and Settlement Code (as the case may be) shall prevail to the extent of such inconsistency unless the contrary intention is explicit. In the event of inconsistency between the Agreement and any other agreement between the parties relating to connection to the Distribution System, the Agreement shall prevail to the extent of such inconsistency unless the contrary intention is explicit.

2. CONDITIONS PRECEDENT

2.1 The provisions of Clauses 4.1, 5, 6, 9, 13 and 20 of this Agreement are conditional upon each of the following conditions precedent being fulfilled (or waived by the Company, acting reasonably):

2.1.1 the User holding a Supply Licence;

2.1.2 the User being a party to a Transmission Use of System Agreement;

2.1.3 the User having provided all the information and documentation required in accordance with the Agreement in relation to its Customers, such information to include, without limitation, a list of its customers to be covered by this Agreement (whether contractually bound or anticipated at the date of the list) and information required pursuant to Clause 12;

2.1.4 the User being a party to the Trading and Settlement Code;
2.1.5 where the User does not hold an Approved Credit Rating, provision by the User of the Security Cover required by the Company in accordance with Clause 7.

2.2 If the conditions precedent in Clause 2.1 are not fulfilled at the date of the Agreement, the User shall procure the fulfilment of those conditions which have not already been fulfilled as soon as practicable.

2.3 Where the conditions precedent in Clause 2.1 have been met the User shall notify the Company in writing. The Company shall notify the User in writing of any conditions precedent in Clause 2.1 that have been waived.

2.4 Once the conditions precedent in Clause 2.1 have been fulfilled (in whole or in part), the User shall keep such conditions fulfilled throughout the Term.

2.5 Subject as otherwise provided in this Agreement, if any of the conditions precedent set out in Clause 2.1 has not been fulfilled or waived within three (3) months of the execution of this Agreement or is no longer fulfilled then, subject to any accrued rights and obligations of either Party the Company may terminate the Agreement by written notice to the User and the Agreement shall terminate on the date specified in the notice. The User shall immediately pay to the Company any amount due by the User to the Company as calculated in accordance with Clause 14.

3. REPRESENTATIONS AND WARRANTIES

3.1 The User represents and warrants to the Company in respect of subclauses 3.1.1 and 3.1.2 on an on-going basis throughout the Term that:

3.1.1 the User has full power and authority to enter into and perform this Agreement and the execution and performance of this Agreement will not conflict with or constitute a breach or default under any contract or agreement of any kind to which the User is a party or any judgement, order, statute or regulation which is applicable to the User; and

3.1.2 no representation or warranty made by or on behalf of the User and contained in this Agreement and no statement contained in any submission to the Company, declaration or other instrument made or to be made by or on behalf of the User in connection with this Agreement contains or will contain any false or misleading representation of a material fact, or omits or will omit to state a material fact necessary to prevent such statements, in the light of the circumstances under which they are to be made, from being misleading.

3.2 The Company represents and warrants to the User as at the date of this Agreement that the Company has full power and authority to enter into and perform this Agreement and the execution and performance of
this Agreement will not conflict with or constitute a breach or default under any contract or agreement of any kind to which the Company is a party or any judgement, order, statute or regulation which is applicable to the Company.

3.3 The Company shall endeavour to procure a Connection Agreement for all Customers with a Maximum Import Capacity greater than 100kVA. The User shall advise the Company of any Customer it proposes to register with a Maximum Import Capacity likely to exceed 100kVA so that the Company may procure a Connection Agreement prior to registration.

3.4 Where the Customer is not an Eligible Customer the Company hereby appoints the User as its agent for the purpose of procuring Connection Agreements with the Customer and the User agrees to act in that capacity. The User shall:

3.4.1 not pledge the credit of the Company in any way;
3.4.2 not make or give any representation or warranty in relation to the Company unless the representation or warranty itself has been expressly approved in writing by the Company;
3.4.3 not agree or purport to agree to any obligations on the Company other than those in the standard Connection Agreement; and
3.4.4 not agree or purport to agree any variation to any standard Connection Agreement.

3.5 For the purpose of fulfilling Clause 3.4 the User shall procure that on each occasion on which it enters into a Supply Contract (whether written or oral) that there is included in that Supply Contract the terms set out in Schedule 3 or other terms having the same effect as those terms and that such terms are drawn to the attention of the relevant Customer before the Supply Contract is entered into.

3.6 The user shall indemnify the company against all action, proceedings, costs, demands, claims, expenses, liability, loss or damage arising from, or incurred by the company as a consequence of the user failing to comply with clause 3.5.

4. **USE OF SYSTEM**

4.1 Maximum Import Capacity:

4.1.1 in relation to each Exit Point, the Company will confirm the Maximum Import Capacity for that Exit Point; and

4.1.2 the Company will update such confirmation or notification as soon as practicable after it becomes aware of any change and advise the User of any such change.
4.2 Subject to the terms of this Agreement, the Company shall transport electricity through the Distribution System to each Exit Point relating to a Metering Point or Metering Points registered to the User under the Meter Registration System up to the Maximum Import Capacity and subject to such variations (if any) as may be agreed between the Parties.

4.3 The obligation of the Company to transport electricity to a particular Exit Point pursuant to Clause 4.2 is in each case subject to the following conditions precedent being fulfilled (or waived by the Company, acting reasonably);

4.3.1 the User being authorised by its Supply Licence to supply electricity to each of the premises to be supplied with electricity through such Exit Point;

4.3.2 in relation to Customers connected to the Distribution System, the User’s Customers being party to a Connection Agreement with the Company under which the right to connect and energise has arisen (subject only to the entering into of this Agreement) and continues in full force and effect;

4.3.3 the User being validly registered in MRS in respect of each Metering Point relating to Customers to be supplied by the User; and

4.3.4 there being in place metering equipment which complies with the requirements of the Metering Code if applicable or, if the Metering Code is not applicable the User having satisfied the Company, acting reasonably, that adequate metering, data transferral system and relevant registrations are in place for each Exit Point.

4.4 The Company shall provide, and the User shall be entitled to receive, Use of Distribution System only insofar as it relates to:

4.4.1 supplies of electricity to premises of Eligible Customers;

4.4.2 supplies of electricity to premises permitted pursuant to Sub Sections 14(1)(c) and (d) of the Act.

4.5 Insofar as any condition set out in Clause 4.3 subsequently ceases to be fulfilled in relation to any Customer, the provisions of this Agreement shall continue but the aggregate Maximum Import Capacity shall be reduced by an amount equal to the Maximum Import Capacity of that Customer. If there are no Customers complying with any of the requirements set out in Clause 4.3, the provisions of Clause 14 shall apply and this Agreement shall terminate.

4.6 If the conditions in Clause 4.3 are not fulfilled at the date of the Agreement, the User shall procure the fulfilment of those conditions which have not already been fulfilled as soon as practicable.

4.7 Where the conditions in Clause 4.3 have been met, the User shall notify the Company in writing. The Company shall notify the User in writing of any conditions in Clause 4.3 that have been waived.
4.8 Once the conditions in Clause 4.3 have been fulfilled (in whole or in part), the User shall keep such conditions fulfilled throughout the Term.

4.9 Subject as otherwise provided in this Agreement, if any of the conditions set out in Clause 4.3 has not been fulfilled or waived within three (3) months of the execution of this Agreement or is no longer fulfilled, then subject to any accrued rights and obligations of either Party the Company may terminate the Agreement in relation to the Exit Point in question by written notice to the User and the Agreement shall be deemed amended on the date specified in the notice to remove the right to Use of Distribution System in relation to that Exit Point. The User shall immediately pay to the Company any amounts due by the User to the Company as calculated in accordance with Clause 14.

5. CALCULATION AND PAYMENT OF CHARGES

5.1 The User shall pay to the Company in respect of Use of the Distribution System the charges calculated from the Statement of Charges prepared by the Company (“Use of System Charges”) and approved by the Commission pursuant to Section 35 of the Act subject to annual review and published on the Commission website (currently available at http://www.cer.ie/tduos.htm)

5.2 In addition to the charges provided for in Clause 5.1, the User shall pay to the Company:

5.2.1 the Transactional Charges;

5.2.2 charges for certain services provided by the Company to the User pursuant to any agreements between the Parties for additional metering or data collection services as identified in each such agreement as being recoverable by the Company as an element of the charges which it levies on the User under this Agreement; and

5.2.3 charges arising pursuant to the introduction of a levy or order under Section 39 of the Act as amended and varied and referred to in Sub-Clause 13.3.4 (“the levy order”) and calculable in accordance with a formula to be approved by the Commission from time to time

5.3 The Company may, vary:

5.3.1 the Transactional Charges where the Commission varies the charges for the Additional Services;

5.3.2 the charges for certain services provided by the Company to the User pursuant to the other agreements between the Parties described in Clause 5.2.2 in accordance with those agreements; and

5.3.3 Use of System Charges where the Commission approves a variation in the statement of charges pursuant to Clause 5.1; and

5.3.4 the levy order made pursuant to Clause 5.2.3 where the Commission approves a variation to the levy order.
5.4 The Company shall invoice the Use of System Charges payable by the User using data obtained pursuant to the relevant Connection Agreements and in accordance with the Trading and Settlement Code, or in the absence of such data, using such other data as is available to it.

5.5 All amounts payable by the User under this Agreement, whether Use of System Charges, interest or otherwise:

5.5.1 are exclusive of any applicable Value Added Tax (or other similar tax), sales tax or other lawful taxes or levies applicable by reason of the performance of the Agreement and the Parties agree that an amount equal to any applicable Value Added Tax (or other similar tax), sales tax or other lawful taxes or levies lawfully chargeable in respect of the performance of the Agreement shall be payable or repayable, as the case may be, in addition to, at the same time and in the same manner as the amounts to which it relates; and

5.5.2 except to the extent required by law or as expressly permitted by Schedule 2 shall be paid in full, free and clear of and without any deduction, set-off or deferment whatsoever.

5.6 The Company may charge the User Use of System Charges calculated by reference to electricity discovered or reasonably and properly assessed to have been consumed by a Customer while a Customer of the User but not recorded at the time of consumption (for whatever reason) by the Metering Equipment installed pursuant to Clause 11. At any time when the Company charges the User Use of System Charges under this Clause 5, it shall include details for the User of the calculation of those charges and the basis of that calculation.

6. BILLING AND PAYMENT

6.1 As soon as is reasonably practicable after the end of each Charging Period, the Company shall submit to the User an account specifying the Use of System Charges and other charges payable for that Charging Period. The Company shall provide to the User such reasonable information as may be required to enable the User to verify those use of System Charges. Such account shall be based on:

6.1.1 data from Metering Equipment or where actual data is not available, estimated data prepared in accordance with methods of estimation established under the Trading and Settlement Code and/or in the absence of such provisions under such code, as reasonably estimated by the Company; and

6.1.2 other data as specified in the relevant Connection Agreement.

Where an account is based on estimated data, the account shall be subject to any adjustment which may be necessary following the receipt of actual data.
6.2 Within ten (10) Business Days of the date of an account submitted in accordance with Clause 6.1 or within ten (10) Business Days after the end on the Charging Period whichever is the later, the User shall pay to the Company all sums due in respect of such account by electronic transfer of funds to such bank account as is specified in the account, quoting the account number against which payment is made and/or such other details as the Company may reasonably require. Where the sum is less than EUR €1,300 payment may be made by cheque. Subject to Clause 6.3, if any amount remains unpaid after the due date thereof, the Company shall (in addition to any other remedies) be entitled to charge interest on the amount unpaid, including interest on any Value Added Tax unpaid, at the rate of 2% per annum above EURIBOR, compounded annually.

6.3 Where any sum included in an account submitted in accordance with Clause 6.1 is disputed by the User the provisions of Schedule 2 shall apply.

7. SECURITY COVER

7.1 Meeting of Security Requirements

The User must as soon as reasonably practicable after (and in any event within ten (10) Business Days) of execution of this Agreement meet the security requirements by one of the methods in Clause 7.2. If the User does not comply with this Clause 7, the Company may in its discretion, acting reasonably, by notice to the User given at any time terminate this Agreement with effect from the date specified in the notice.

7.2 Means of Meeting the Security Requirements

The security requirements must be met by one of the following means:

7.2.1 Proof that the User has an Approved Credit Rating.

7.2.2 Letter of Credit

7.2.3 Escrow Account

A cash deposit in an interest bearing deposit account in the joint names of the Company and the User at a bank that satisfies the criteria as outlined under the definition of Letter of Credit ("an Escrow Account"). Interest on the Escrow Account will accrue for the benefit of the User, after deduction of any bank charges or tax.

7.2.4 Other Guarantee

ESB may at its sole discretion accept an alternative form of security.
7.3 Security Cover Amount

The Company shall determine the amount of Security Cover required, based on an estimate of the User’s Use of System Charges, inclusive of applicable taxes, over a two (2) month period.

This estimate will be based on the generation capacity available to the User.

7.4 Revision of Security Cover Amount

Where at the end of any month the amount invoiced to the User and unpaid, including any amount in dispute, exceeds the existing amount of Security Cover by 10% or more, the Company shall notify the User of the recalculated amount of Security Cover in writing, whereupon the User shall forthwith procure that the Company receives the necessary additional Security Cover within ten (10) Business Days.

7.5 Change in Credit Rating

7.5.1 If the User has an Approved Credit Rating, it must immediately notify the Company if it is placed on credit watch or its credit rating changes, giving details of its revised credit rating or status. If at any time the User’s credit rating ceases to be an Approved Credit Rating, the User must within ten (10) Business Days of its ceasing provide the Security Cover referred to in this Clause 7.

7.5.2 If the bank issuing the User’s Letter of Credit ceases to have the credit rating set out in the definition of Letter of Credit such User shall forthwith procure the issue of a substitute Letter of Credit by a bank that has such a credit rating or procure the issue of a Qualifying Guarantee or place cash in the Escrow Account.

7.5.3 If the User’s Qualifying Guarantee is provided by an entity and that entity ceases to have an Approved Credit Rating, the User shall forthwith procure a replacement Qualifying Guarantee from an entity with such a credit rating or a Letter of Credit or place cash in the Escrow Account. If the User’s Qualifying Guarantee is not provided by an entity and the basis on which the guarantee was accepted by the Company changes, the User shall forthwith notify the Company and if required by the Company at the Company’s sole discretion, procure a replacement Qualifying Guarantee from an entity with an Approved Credit Rating or a Letter of Credit or place cash in the Escrow Account.

7.6 Return of Security Cover

Security Cover (and in the case of cash deposit, any interest accrued in respect of the cash deposit, less any bank and similar charges and any
taxes deducted by the bank) will be returned to the User and guarantees discharged within ten (10) Business Days of termination of this Agreement only if the User has paid all amounts owing by it in respect of this Agreement. Return of Security Cover is without prejudice to the rights of the Company under this Agreement and does not relieve the User of any of its obligations or any liability in respect of this Agreement.

8. LIMITATION OF LIABILITY

8.1 To the extent provided in this Clause 8, neither Party shall be liable for any breach of the Agreement directly or indirectly caused by Force Majeure.

8.2 Except as provided in this Clause 8.2 and Clause 8.3 to 8.5 and except where any other provision of the Agreement provides for an indemnity, neither Party ("Party Liable") nor any of its officers, employees or agents shall be liable to the other Party ("Party Not Liable") for any losses, damages, claims, liabilities, costs or expenses arising from any breach of the Agreement other than for losses, damages, claims, liabilities, costs or expenses directly resulting from such breach and which at the date hereof were reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:

8.2.1 physical damage being occasioned to the property of the Party Not Liable, its officers, employees or agents; or

8.2.2 the liability of the Party Not Liable to any other person for loss in respect of physical damage caused directly to the property of such other person as a result of such breach (a claim by a third party in respect of that liability hereafter in this Clause 8 being referred to as a "Legal Claim") provided that the liability of either Party in respect of all such losses, damages, claims, liabilities, costs or expenses shall not exceed EUR €385,000 in any year of this Agreement.

8.3 Nothing in the Agreement shall exclude or limit the liability of the Party Liable for death or personal injury to an officer, employee or agent of the Party Not Liable resulting directly from the negligence of the Party Liable or any of its officers, employees and agents and the Party Liable shall indemnify and keep indemnified the Party Not Liable, its officers, employees and agents from and against any losses, damages, claims, liabilities, costs or expenses which the Party Not Liable may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the Party Liable or the negligence of any of its officers, employees or agents (such claim hereafter in this Clause 8 being referred to as an "Injury Claim").
8.4 Subject to Clause 8.3 and any provision of this Agreement which provides for an indemnity, neither Party nor any of its officers, directors, employees or agents shall in any circumstances whatsoever be liable to the other Party for:

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

8.4.2 any indirect or consequential loss, incidental or special damages (including punitive damages); or

8.4.3 loss resulting from the liability of the other Party to any other person howsoever and whenever arising save as provided in Clause 8.2 and 8.3.

8.5 The rights and remedies provided by the Agreement to the Parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies, expressed or implied and provided by common law or statute in respect of the subject matter of the Agreement, including without limitation any rights either Party may possess in tort which shall include without limitation actions brought in negligence and/or nuisance. Accordingly, each of the Parties hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases the other Party, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in the Agreement and undertakes not to enforce any of the same except as expressly provided herein.

8.6 In the event of any Legal Claim being made against the Party Not Liable, the Party Liable shall be promptly notified of the Legal Claim and may at the Party Liable’s own expense conduct all negotiations for the settlement of the same, and any litigation that may arise from the claim. The Party Not Liable shall not, unless and until the Party Liable has failed to, within ten (10) Business Days of receiving notice from the Party Liable requesting it to do so, unconditionally agree in writing to take over the conduct of the negotiations or litigation in respect of the Legal Claim, make any admission which might be prejudicial to the claim. The conduct by the Party Liable of such negotiations or litigation shall be conditional upon the Party Liable having first given to the Party Not Liable such reasonable security as the Party Not Liable shall from time to time notify the Party Liable that it requires to cover the amount ascertained or agreed or estimated, as the case may be, of any losses, damages, claims, liabilities, costs or expenses (subject always to the proviso to Clause 8.2) for which the Party Not Liable may become liable in respect of the Legal Claim. The Party Not Liable shall, at the request of the Party Liable, afford all available assistance for the purpose of contesting the Legal Claim and shall be paid by the Party...
8.7 In the event of any Injury Claim being made against the Party Not Liable, the Party Liable shall be promptly notified of the Injury Claim and may at the Party Liable’s own expense conduct all negotiations for the settlement of the same, and any litigation that may arise from the claim. The Party Not Liable shall not, unless and until the Party Liable has failed to, within ten (10) Business Days of receiving notice from the Party Liable requesting it to do so, unconditionally agreed in writing to take over the conduct of the negotiations or litigation in respect of the Injury Claim, make any admission which might be prejudicial to the claim. The conduct by the Party Liable of such negotiations or litigation shall be conditional upon the Party Liable having first given to the Party Not Liable such reasonable security as the Party Not Liable shall from time to time notify the Party Liable that it requires to cover the amount ascertained or agreed or estimated, as the case may be of any losses, damages, claims, liabilities, costs or expenses for which the Party Not Liable may become liable in respect of the Injury Claim. The Party Not Liable shall, at the request of the Party Liable, afford all available assistance for the purpose of contesting the Injury Claim, and shall be paid by the Party Liable (within ten (10) Business Days of the date of its invoice therefor) all reasonable expenses incurred in so doing.

8.8 Each of the provisions of this Clause 8 shall:

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

8.8.2 survive termination of the Agreement.

8.9 Each of the Parties agrees that the other Party holds the benefit of Clauses 8.2, 8.3 and 8.4 for itself and as trustee and agent for its officers, directors, employees and agents.

8.10 For the avoidance of doubt nothing in this Clause 8 shall prevent or restrict either Party enforcing any obligation (including suing for a debt) owed to it under or pursuant to the Agreement.
9. **ENERGISATION, DE-ENERGISATION AND DISCONNECTION**

9.1 Action on behalf of Users:

9.1.1 Energisation Works and De-Energisation Works carried out on behalf of the User pursuant to this Clause 9 shall be carried out by a person who is engaged by the Company to carry out such work.

9.1.2 The Company shall, to the extent that it may lawfully do so, at the request of the User carry out Energisation Works and De-Energisation Works at the cost of the User within a reasonable time or, in circumstances of urgency, as soon as reasonably practicable. The Company shall inform the User of its reasonable requirements for the details by reference to which Exit Points to be Energised or De-Energised are to be identified.

9.1.3 If an Exit Point has been De-Energised by or on behalf of a previous User and the Company receives a request from the User to Energise such Exit Point then the Company shall Energise the Exit Point as soon as reasonably practicable at the cost of the User and shall notify the User of the expected date for carrying out the Energisation Works.

9.1.4 Where the Company resolves to Energise or De-Energise or Energise an Exit Point pursuant to Clause 9.1.2 or 9.1.3 the Company shall undertake the Energisation Works at the cost of the User and the User shall pay the Company the relevant charges listed at Schedule 1 associated with such works.

9.1.5 The Company shall act in accordance with Good Industry Practice when carrying out or procuring the carrying out of, any Energisation Works or De-Energisation Works. The User hereby indemnifies the Company against all losses, damages, claims, liabilities, costs and reasonable expenses to which the Company may become liable in respect of or in connection with such Energisation Works and/or De-Energisation Works.

9.2 Action by the Company:

9.2.1 The Company may, upon (where reasonably practicable) giving the User two (2) Business Days prior written notice, De-Energise any Exit Point if the Company is entitled to do so pursuant to the Connection Agreement relating to such Exit Point.

9.2.2 Notwithstanding the provisions of Clause 9.2.1 the Company may, at any time, De-Energise any Exit Point if:

(a) the Company is instructed, pursuant to the terms of the Trading and Settlement Code, the Grid Code or the Distribution Code to do so;

(b) the Company reasonably considers it necessary to do so for safety or system or system security reasons;
(c) the Company reasonably considers it necessary to do so to avoid interference with the regularity or efficiency of the Distribution System;

(d) an accident or emergency occurs or threatens to occur which requires the Company to do so to avoid the risk of personal injury to any person or physical damage to the property of the Company, its officers, employees or agents or the property of any other person;

(e) subject to the terms of a replacement agreement, this Agreement is terminated in accordance with the provisions of Clause 14;

(f) the Company is entitled to do so by law.

9.2.3 If the Company resolves to De-Energise an Exit Point pursuant to Clause 9.2.1 and 9.2.2 then:

(a) the Company shall decide on the extent and nature of the De-Energisation Works required to De-Energise the relevant Exit Point; and

(b) the Company shall Energise the Exit Point as soon as reasonably practicable after the circumstances giving rise to such De-Energisation has ended;

9.2.4 Where the Company resolves to De-Energise an Exit Point pursuant to Clause 9.2 following termination of this Agreement by the User under Clause 14.5, the Company shall undertake the De-Energisation Works at the cost of the User.

9.2.5 If Energisation has not taken place within two (2) Business Days of De-Energisation then the Company shall inform the User that the Exit Point has been De-Energised and shall provide the User with an explanation of the reasons therefor and the likely timescales for Energisation.

9.3 Disconnection

9.3.1 If there is no reasonably foreseeable future use for a Metering Point the User shall be entitled to send to the Company a Disconnection Notice. In respect of any Disconnection Notice sent to the Company pursuant to this Clause, the User shall:

9.3.1.1 warrant that to the best of its knowledge and belief, having exercised Good Industry Practice, the Metering Point has been De-Energised and that there is no reasonably foreseeable future use of the Metering Point giving details of any De-Energisation Works which have been undertaken and providing an explanation of why there is no reasonably foreseeable future use for the Metering Point; and
9.3.1.2 indemnify the Company against all costs, demands, claims, expenses, liability, loss, or damage which the Company incurs in consequence of acting in reliance on the warranty given in Clause 9.3.1.1 which proves to be in any way inaccurate or misleading.

9.3.2 If a third party contacts the Company to request directly or indirectly that the Company undertakes works in relation to a Metering Point because there is no reasonably foreseeable future use for that Metering Point and the Company is satisfied that the third party is entitled to make such request then the Company shall contact the relevant User and request it to submit a Disconnection Notice. Upon receiving such a request the User shall send the Company the requested Disconnection Notice unless in the User’s reasonable opinion there is a reasonably foreseeable future use for the Metering Point.

9.3.3 If, in any case, in the reasonable opinion of the Company there is a reasonably foreseeable future use for the Metering Point then the Company shall not be obliged to comply with a Disconnection Notice received under Clause 9.3 and where the Company decides not to comply it shall provide the User with the reason for its decision.

9.3.4 If the Company is of the reasonable opinion that there is no reasonably foreseeable future use for a Metering Point then the Company shall contact the relevant User and request it to submit a Disconnection Notice. Upon receiving such a request the User shall send the Company the requested De-registration Notice unless in the User’s reasonable opinion there is a reasonably foreseeable future use for the Metering Point.

9.3.5 For the avoidance of doubt, the warranty and indemnity contained in Clause 9.3.1 shall not apply to any Disconnection Notice requested by the Company pursuant to Clause 9.3.2 and 9.3.4.

9.3.6 Subject to this Clause 9.3, within five (5) Business Days of receipt of the Disconnection Notice, the Company shall send a notification thereof to the MRSO and to such other relevant entity in accordance with the Trading and Settlement Code, instructing it to register the Metering Point has been Disconnected.

9.4 Nothing in this Clause 9 shall prejudice the ability of the Company to recover Use of System Charges under Clause 5.
10. DISTRIBUTION CODE

10.1 The User undertakes to comply with all provisions of the Distribution Code applicable to it throughout the Term.

11. METERING DATA AND METERING EQUIPMENT

11.1 The Company shall, in accordance with the Metering Code, provide and maintain Metering Equipment at or as close as reasonably practicable to each Exit Point in respect of which the User is registered in the Meter Registration System. The Metering Equipment shall be capable of providing the relevant metering readings required by the Company for the calculation of Use of System Charges and such Metering Equipment shall comply with the requirements of the Metering Code.

11.2 The User shall procure that the MRSO shall collect such data from the Metering Equipment installed and maintained pursuant to Clause 11.1 and provide it to the User and the Data Aggregator in accordance with the Trading and Settlement Code.

11.3 The Company may additionally collect any data which it might reasonably require for:

11.3.1 the calculation of Use of System Charges; and

11.3.2 the operation and planning of the Distribution System.

11.4 In the event that either Party has grounds for believing that the Metering Equipment is operating outside the agreed margins of error and that as a result the meter readings are erroneous, they shall forthwith notify the other Party of those grounds and the Metering Equipment will be checked in accordance with the Metering Code.

11.5 The User shall use its reasonable endeavours including the inclusion of appropriate terms in its Supply Contract, to procure that the employees, agents, sub-contractors and invitees of the Company shall at all reasonable times have safe and unobstructed access to the Metering Equipment.
12. **PROVISION OF INFORMATION**

12.1 The User shall provide the following information to the Company in accordance with timing and process requirements notified by the Company in respect of any Exit Point through which the relevant supply is to be delivered for each Customer covered under Clause 4.1:

12.1.1 the relevant Meter Point Reference Number;

12.1.2 the relevant Customer's name;

12.1.3 the Exit Point address relating to each Meter Point Reference Number;

12.1.4 the Customer's postal address if different from the address of the Meter Point Reference Number; and

12.1.5 such other information as may reasonably be required by the Company, including without limitation, a contact telephone number.

12.2 The User shall provide a contact name for the Customer (if different from the Customer's name) to the Company in respect of any Exit Point through which the relevant supply is to be delivered.

12.3 The User shall notify the Company of any changes to the details set out in Clause 12.1 and Clause 12.2 as soon as reasonably practicable following that change by reference to the Meter Point Reference Number. The User hereby indemnifies the Company against all losses, damages, claims, liabilities, costs and expenses for which the Company may become liable in respect of or in connection with its failure to use such reasonable endeavours.

12.4 Where the User receives a report or enquiry from any person relating to any matter or incident that does or is likely to:

12.4.1 cause danger or require urgent attention in relation to the supply or distribution of electricity through the Distribution System; or

12.4.2 affect the maintenance of the security, availability and quality of service of the Distribution System,

the User shall notify the Company of such report or enquiry in a prompt and appropriate manner having regard to the nature of the incident to which the report relates. The User shall notify the Company by telephone or post using the telephone number and postal address as may from time to time be notified in writing by the Company.

12.5 The User shall use reasonable endeavours to ensure that all the facts, information and other details provided pursuant to Clause 12 shall throughout the duration of this Agreement remain true, accurate and complete in all respects.
13. **VARIATIONS**

13.1 Subject to Clause 13.3, no variation of this Agreement shall be effective unless made in writing and signed on behalf of both Parties.

13.2 Either Party may at any time given written notice to the other proposing that this Agreement be varied.

13.3 If, after execution of this Agreement, there shall be enacted and brought into force legislation and/or any Directive, rule, regulation, statutory instrument, order or direction of any Competent Authority arising therefrom, or change in the Distribution Code, Metering Code or Trading and Settlement Code providing for:

13.3.1 the further reorganisation of all or part the electricity industry in Ireland;

13.3.2 the facilitation of the introduction of third party interests to the affairs of such electricity industry;

13.3.3 the amendment or variation of any policy of the Company or the manner in which the Distribution System and any agreements or codes related thereto are organised; or

13.3.4 the introduction of a levy under Section 39 of the Act as amended from time to time;

which necessitates a variation to the Agreement, the Parties shall effect such changes to the Agreement as are reasonably necessary so as to ensure that the operations contemplated by this Agreement shall be conducted in a manner which is consistent with the effect of the new legislation, Directive, rule, regulation, statutory instrument or order, or change in the Distribution Code, Metering Code or Trading and Settlement Code and most closely reflect the intentions of the same with effect from the date thereof provided that any such amendment will be of no greater extent than is required by reason of the new legislation, Directive, rule, regulation, statutory instrument or order, in the Distribution Code, Metering Code or Trading and Settlement Code.

13.4 The Parties agree to effect any change to the Agreement required by any direction given by the Commission under Section 34 or 35 of the Act relating to a use of system agreement of this type.

13.5 If the variation proposed under Clauses 13.1, 13.3 or 13.4 has not been agreed by the Parties within one (1) month of it being proposed, either Party may refer the matter to the Commission for determination and the Parties agree to abide by and to effect the Commissioner’s determination, if necessary by entering into an agreement supplemental to this Agreement.
14. **TERM AND TERMINATION**

14.1 Subject to clause 2 and to the other provisions of this agreement, this agreement shall take effect on the date hereof and shall continue in force until terminated in accordance with the provisions of this clause 14 (or any other provision providing for termination) ("term").

14.2 The User may terminate this Agreement by giving the Company three (3) months notice in writing (or such lesser period as may be agreed between the Parties).

14.3 The Company may terminate this Agreement by giving the User three (3) months notice in writing (or such lesser period as may be agreed between the parties) save that the Company shall not be entitled to terminate pursuant to this Clause 14.3 for so long as it is required to offer terms for Use of Distribution System to the User pursuant to the Act.

14.4 The following events or circumstances shall be Events of Default by the User:

14.4.1 a failure to comply with or operate in conformity with any provisions of the Agreement or the Distribution Code where such failure is a material breach of the Agreement or the Distribution Code, as the case may be (being one which materially affects the User's ability to perform its obligations under the Agreement) or the Distribution Code and (if such failure is capable of remedy) such failure remains unremedied for the period provided for in the Agreement or the Distribution Code if none is provided then twenty (20) Business Days following the date on which the User is given notice of the default by the Company or

14.4.2 if an order of the High Court is made or an effective resolution passed for its insolvent winding up or dissolution; or

14.4.3 if a receiver (which expression shall include an examiner within the meaning of Section 1 of the Companies Amendment Act, 1990) of the whole or any material part of its assets or undertaking is appointed; or

14.4.4 if it enters into any scheme of arrangement (other than for the purpose of a solvent reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the Company); or

14.4.5 if it is unable to pay its debts within the meaning of Section 214 of the Companies Act, 1963 (and the User shall not be deemed to be unable to pay its debts if any demand for payment is being contested in good faith by the User with recourse to all appropriate measures and procedures). For the purpose of this Clause 14.4.5, Section 214 of the Companies Act, 1963 shall have effect as if for "€1,269" there was substituted
“€63,487” or such higher figure as the Company may determine (with the prior approval of the Commission) by notice in writing to the User.; or

14.4.6 notwithstanding the terms of Clause 14.4.2, if the User fails to pay (other than by inadvertent error in transfer of funds which is discovered by the Company, notified to the User and corrected within two (2) Business Days thereafter) any Charges due to the Company under the Agreement, howsoever arising, by the due date for payment or fails to provide, procure or maintain any Security Cover required by the Agreement and replacement Security Cover is not put in place within ten (10) Business Days of the date on which the Company give the User written notice of the default; or

14.4.7 if by a transfer or allotment of shares or amendment of articles of association or by some other act or deed, the effective control of the User changes or passes to any person not having effective control as at the date of the Agreement without the prior written consent of the Company, such consent not to be unreasonably withheld.

14.5 Once an Event of Default has occurred the Company may give notice of termination to the User whereupon the Agreement shall terminate with effect from the date specified in the notice. The Company shall have no liability to the User by reason of exercising such right of termination.

14.6 If at any time after Energisation there is not a current and enforceable Connection Agreement in place relating to a connection to the Distribution System then the Company may give whole or partial notice of termination to the User whereupon the Agreement shall be deemed amended to remove the right to Use of the Distribution System relating to that Exit Point.

14.7 Upon termination of the Agreement for any reason, and without prejudice to any other subsisting rights of either Party, the User shall following receipt of the Company’s invoice therefor immediately pay to the Company:

14.7.1 an amount equal to any Charges payable in respect of the period prior to termination which have not been paid by the User; and

14.7.2 any other monies owing to the Company under the Agreement.

14.8 If the amount in Clause 14.7 is calculated by reference to any estimated amount by the Company, the amount payable under Clause 14.7 shall be recalculated by the Company (and notified to the User by way of an invoice of a payment as due to be made by the User) once the actual amount is ascertained and the amount originally calculated as being payable under Clause 14.7 shall be adjusted accordingly and any Party which has underpaid or been overpaid shall forthwith pay the amount of the balance yet to be paid or the balance comprising the overpayment (as the case may be).
14.9 The provisions of this Clause 14 shall survive termination of the Agreement. The relevant provisions of the Agreement shall survive expiry or termination of the Agreement to the extent necessary to provide for final billings, adjustments and payments of any Charges or other monies due and owing pursuant to the Agreement. The expiry or termination of the Agreement shall not affect any rights or obligations which may have accrued prior to such expiry or termination and shall not affect any continuing obligations of either of the Parties under the Agreement (including, without limitation any proceedings which have been commenced) or any other agreement between the Parties in which rights or obligations are expressed to continue after expiry or termination of the Agreement.

15. **FORCE MAJEURE**

15.1 Force Majeure means in relation to any event or circumstance or number of events or circumstances or combination thereof which is beyond the reasonable control of such Party (the “Non-Performing Party”) and which could not have been avoided through the use of Good Industry Practice and which results in or causes the failure of that Party to perform any of its obligations under the Agreement, including:

15.1.1 acts of terrorists;

15.1.2 war (whether declared or undeclared), threat of war, act of public enemy, blockade, revolution, riot, insurrection, public demonstration, civil commotion, invasion or armed conflict;

15.1.3 sabotage or acts of vandalism, criminal damage or the threat of such acts;

15.1.4 extreme weather or environmental conditions including lightening, earthquake, flood, wind, drought, storm, fire, landslip, accumulation of snow or ice, natural disasters and phenomena including meteorites, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, impact by aircraft, volcanic eruption, explosion including nuclear explosion, radioactive or chemical contamination or ionising radiation;

15.1.5 any change of legislation, governmental order, restraint or Directive having the effect of shutting down or reducing the supply of electricity to the Customer’s Installation or which prohibits (by rendering unlawful) the operation of the Customer’s Installation and such operation cannot be made lawful by a modification to the Customer’s Installation or a change in operating practice;

15.1.6 a strike or any other form of industrial action by persons employed by the affected Party or by an Affiliate of the affected Party or by any
contractor, subcontractor or agent of the affected Party or any such Affiliate;

15.1.7 any strike which is part of a labour dispute of a national character occurring in Ireland or which is part of a national electrical industry strike within Ireland;

15.1.8 the inability at any time or from time to time of the Distribution System to be capable of lawfully and safely supplying electricity to the Customer;

15.1.9 an electricity capacity shortfall whereby insufficient capacity is available to meet the requirements of users of the Distribution System;

15.1.10 the act or omission of any contractor or supplier of either Party but only if due to an event which, but for the contractor or supplier not being a party to this Agreement, would have constituted Force Majeure;

Provided that Force Majeure shall not include:

(a) lack of funds and/or the inability of a Party to pay;

(b) mechanical or electrical breakdown or failure of machinery or plant owned or operated by either Party other than as a result of the circumstances identified in Clause 15.1.1 to 15.1.10 above;

(c) any of the events referred to in Clause 13 resulting in modifications in this Agreement; or

(d) a strike or any other form of industrial action not falling within paragraph Clause 15.1.6 or Clause 15.1.7 above.

15.2 Except as otherwise provided in the Agreement, where a Non-Performing Party is rendered wholly or partially unable to perform all or any of its obligations under the Agreement by reason of Force Majeure, except for an obligation to make payment of money, the Agreement shall remain in effect but the Non-Performing Party’s relevant obligations and the corresponding obligations of the other Party owed to the Non-Performing Party under the Agreement which are obligations affected by Force Majeure shall be suspended provided that such suspension shall be of no greater scope and no longer duration than is required by the Force Majeure. Further:

15.2.1 as soon as reasonably practicable, the Non-Performing Party shall notify the other Party of the circumstances of Force Majeure, identifying the nature of the event, its expected duration, and the particular obligations thereby affected and furnish reports at such intervals as the other Party may reasonably request, with respect thereto during the period of Force Majeure;
15.2.2 the Non-Performing Party shall use all reasonable efforts to remedy this inability to perform and to resume full performance of its obligations under the Agreement;

15.2.3 no obligations of either Party that arose before the Force Majeure and which can reasonably be expected to be performed are excused as a result of Force Majeure;

15.2.4 forthwith after the occurrence of the Force Majeure, each Party shall use all reasonable endeavours to consult with the other as to how best to give effect to their obligations under the Agreement so far as is reasonably practicable during the period of Force Majeure;

15.2.5 the Non-Performing Party on being able to resume full performance of its obligations under the Agreement shall provide the other Party with written notice to that effect, without delay; and

15.2.6 insofar as practicable the Non Performing Party shall seek to mitigate the consequences of Force Majeure.

15.3 This Clause 15 shall not require the settlement of any strike, walkout, lockout or other labour dispute on terms which, in the sole judgement of the Party involved in the dispute, are contrary to its interests. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labour disputes shall be entirely within the discretion of the Non-Performing Party.

16. CONFIDENTIALITY

16.1 Each Party shall treat any and all information and data disclosed to it by the other Party in connection with the Agreement in any form whatsoever, and the Agreement itself, (the "Confidential Information") as confidential and proprietary, shall preserve the secrecy of the Confidential Information and shall not use the Confidential Information for any purpose other than solely in connection with the Agreement.

16.2 For the purposes of this Clause 16, the term Confidential Information shall not include information which:

16.2.1 at the time of disclosure or at any time thereafter is in, or becomes part of, the public domain other than through a breach of the provisions of this Clause 16; or

16.2.2 the Party receiving the information can prove that the information was already known to it or was independently acquired or developed by it without being in breach of its obligations under this Clause 16; or
16.2.3 became available to the Party receiving the information from another source in a non-confidential manner otherwise than in breach of an obligation of confidentiality; or

16.2.4 is published by or the publication of which is required by a Competent Authority.

16.3 Notwithstanding the provisions of Clause 16.1, Confidential Information may be disclosed by a Party:

16.3.1 to those of the shareholders, owners, directors, officers, employees, agents, consultants, contractors, advisers, investors, insurers or lenders of such Party or its Affiliates who need to know the Confidential Information for the purpose of carrying out the Agreement and for no other purpose provided that:

(a) the recipient agrees to keep the Confidential Information confidential on terms no less onerous than contained in this Clause 16; and

(b) the disclosing Party shall be responsible for ensuring that the recipient observes and complies with such obligation to keep the Confidential Information confidential and shall accordingly be responsible for any failure of the recipient to do so;

16.3.2 as may be ordered or required by any applicable law or a Competent Authority;

16.3.3 as may be required by the regulations of any recognised stock exchange upon which the share capital of the Party (or any parent undertaking of the Party) is or is proposed to be from time to time listed or dealt in, and the Party making the disclosure shall, if reasonably practicable prior to making the disclosure, and in any event as soon as reasonably practicable thereafter, supply the other Party with a copy of such disclosure or statement and details of the persons to whom the Confidential Information is to be, or has been, disclosed. Where a copy of such disclosure or statement has been supplied prior to making the disclosure, the other Party may give comments on that disclosure or statement to the Party proposing to make it. The Party proposing to make the disclosure shall, if reasonably practicable in the time available, consult with the other Party as to any such comments and consider whether the disclosure is to be amended to take into account the comments;

16.3.4 as may be required to comply with the requirements of the Distribution Code, Metering Code or Trading and Settlement Code or the Agreement;

16.3.5 by either Party as may be necessary to comply with any obligation under any licence granted under the Act to it;
16.3.6 by the Company as may be necessary to enable the Company to operate the Distribution System and carry out its obligations in relation thereto in accordance with Good Industry Practice (including in relation to the application by any person for connection to the Distribution System), provided that:

(a) only Confidential Information which is necessary for such purpose is disclosed by the Company; and

(b) the Company notifies the recipient in advance of such disclosure that the information is confidential and should not be disclosed by the recipient to third parties;

16.3.7 as may be required by a Court, arbitrator or administrative tribunal or an expert in the course of proceedings before it to which the disclosing Party is a party; or

16.3.8 as may be agreed in writing by the Parties prior to disclosure by the Party disclosing such Confidential Information.

16.4 All information supplied by or on behalf of a Party shall remain the sole and exclusive property of such Party and the Agreement shall not operate to transfer ownership or any interest whatsoever therein, and the other Party shall, if requested by the Party disclosing the information following termination of the Agreement, promptly return to such Party all documents and any copies, extracts, notes or similar materials containing or based in whole on such information.

16.5 The provisions of this Clause 16 shall survive the termination of the Agreement for a period of five (5) years.

16.6 The User and the Company shall, insofar as is reasonably practicable, ensure that any copies of the Confidential Information, whether in hard copy or computerised form, will clearly identify the Confidential Information as confidential.

16.7 Subject to Clause 16.3, no public announcement or statement regarding the signature, performance or termination of, or otherwise in relation to, the Agreement shall be issued or made by a Party unless the other Party shall have first been furnished with a written copy of the proposed announcement or statement and shall have approved it (such approval not to be unreasonably withheld or delayed).
17. **DISPUTE RESOLUTION**

17.1 If any dispute or difference arises between the Parties in connection with the Agreement it shall be resolved in accordance with the provisions set out in this Clause 17, subject to the provisions of Clause 13 and except in so far as it relates to a billing and payment dispute in which case the provisions of Schedule 2 shall apply.

17.2 Either Party may notify the other Party following the occurrence or discovery of any item or event which the notifying Party acting in good faith considers to be a dispute under the Agreement.

17.3 If considered appropriate, the relevant Party may, by notice to the other Party and within fifteen (15) Business Days of a notification under Clause 17.2, appoint, by notice to the other Party, a senior company official with expertise or experience in the area in which the dispute arises and who has no prior direct involvement with the subject matter of the particular dispute, to represent them and meet with the representative of the other Party within fifteen (15) Business Days of the last date on which a Party receives notification of the appointment under Clause 17.2, to attempt in good faith to satisfactorily resolve the dispute.

17.4 If the dispute should fail to be resolved pursuant to Clause 17.3 within thirty (30) Business Days of the meeting referred to, then either Party may refer the matter to the Commission for resolution.

18. **MISCELLANEOUS**

18.1 **Counterparts**

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

18.2 **Entire Agreement**

This Agreement contains and expressly refers to the entire agreement between the Parties with respect to its subject matter and expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous agreements and understandings between the Parties (other than as provided for in this Agreement) with respect to its subject matter and each of the Parties acknowledges and confirms that it does not enter into this Agreement in reliance on any representation, warranty or other undertaking by the other Party not fully reflected in this Agreement.
18.3 Severability

If any provision of this Agreement is or becomes invalid, unenforceable or illegal by a judgement or decision of any court of competent jurisdiction or any Competent Authority to which it is subject or by order of the relevant body of the European Union the same shall be deemed severable and the remainder of this Agreement shall remain in full force and effect. In any such case, the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of this Agreement.

18.4 Waivers

No delay, omission or forbearance by either Party in exercising any right, power, privilege or remedy under this Agreement or the Distribution Code shall operate to impair or be construed as a waiver of such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any further exercise thereof or other right, power, privilege or remedy.

18.5 Notices

Except for notices to be given pursuant to the Distribution Code (as to which, for the avoidance of doubt, the provisions of the Distribution Code shall apply) any notice given by one Party to the other under this Agreement shall be in writing unless emergency conditions exist reasonably preventing such notice from being given. All such written notices shall either be personally delivered or be sent by pre-paid registered post (airmail if overseas) or facsimile transfer or electronic mail transfer. Communication by facsimile or electronic mail transfer shall be confirmed by forwarding a copy of same by pre-paid registered post.

Any notice so delivered, posted or transferred shall be deemed to have been given:

18.5.1 in the case of personal delivery, when delivered;

18.5.2 in the case of pre-paid registered post, on the second day following the date of posting (or, if airmailed to or from overseas, on the fifth day following the date of posting); and

18.5.3 in the case of facsimile transfer or electronic transfer on the date of dispatch provided:

(a) such date is a Business Day; and

(b) time of dispatch is within the hours of 0900 hours and 1730 at the place of receipt;
otherwise on the next following Business Day.

Except for notices to be given pursuant to the Distribution Code (as to which, for the avoidance of doubt, the procedures provided for in the Distribution Code shall apply), any such notice given by one Party to the other under the Agreement shall be sent or delivered to the address, and marked for the attention of the person specified in Schedule 4.

Either Party may, by notice to the other, given in compliance with this Clause 18, change the address or the person to which such notices are to be sent or delivered.

18.6 Compliance with the Law
The Parties agree that, in performing their respective obligations pursuant to this Agreement, the Company and the User shall be required to comply with relevant statutes, statutory instruments and the general law and shall not be liable for any failure to perform any obligations in accordance with this Agreement where to do so would put the non-performing Party in breach of any such statute, statutory instrument or general provision of law.

18.7 Survival
The cancellation, expiry or termination of this Agreement shall not affect any right or obligations which may have accrued prior to such expiry or termination and shall not affect any continuing obligations of either of the Parties under the Agreement including obligations that, by their nature should survive such termination, cancellation or expiry or any other terms of this Agreement by which rights or obligations are expressed to continue after expiry or termination of this Agreement.

18.8 Independent Contractors
The relationship between the Company and the User shall be that of two independent contracting parties. Each Party shall be solely liable for the payment of all wages, taxes and other costs related to the employment by that Party of persons to meet its obligations under this Agreement.
18.9 No partnership etc

This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the User and the Company. Neither the User nor the Company shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or to be an agent or representative of, or to otherwise bind, the other Party.

18.10 No Third Party Beneficiaries

This Agreement is intended solely for the benefit of the Parties to it. Other than as specifically provided in this Agreement, nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person or entity not a party to this Agreement.

18.11 Change in Law

Nothing in the Agreement shall prejudice or affect the rights or powers of either Party under any statute, statutory instrument or regulation for the time being in force. If at any time following the date of the Agreement, a Change in Law increases the cost to the Company of performing its obligations under the Agreement, the terms of the Agreement shall be adjusted as soon as reasonably practicable to ensure that the Company is not prejudiced as a result of that Change in Law. The Company shall give the Customer reasonable notice when a change in its costs occurs resulting from a Change in Law. For the purpose of this Clause 18.11, “Change in Law” means the application to the Company of any Directive which did not previously so apply or any change of or to any Directive including any Directive ceasing to apply, being withdrawn or not being renewed, except a Directive by the Commission expressly excluding the effect of this Clause 18.11.

18.12 Language

Each notification, notice, submission, demand, consent, request or other communication given by one Party to the other under this Agreement shall be in the English language.

19. ASSIGNMENT AND SUB-CONTRACTING

19.1 Subject to Clauses 19.2 and 19.4, the User may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the Company, not to be unreasonably withheld.

19.2 Subject to Clause 19.4, the User may at any time assign or transfer all its rights and obligations under the Agreement to an Affiliate provided
that the User first enters into a performance guarantee in a form satisfactory to the Company). Where the Agreement is so assigned to an Affiliate:

19.2.1 without prejudice to Clause 19.1, such Affiliate may not itself assign or transfer the Agreement under this Clause 19.2 except to the person who was the User on the date of the Agreement or to another Affiliate of that person, provided that the person who was the User on the date of the Agreement first enters into a performance guarantee in a form satisfactory to the Company; and

19.2.2 such Affiliate shall cease to be entitled to enforce the terms of the Agreement on its ceasing to be an Affiliate and shall immediately, prior to so ceasing, assign the Agreement to either the person who was the User on the date of the Agreement, or to another Affiliate of such person, provided that the person who was the User on the date of the Agreement first enters into a performance guarantee in a form satisfactory to the Company

and these provisions shall apply mutatis mutandis to any other Affiliate of the person who was the User on the date of the Agreement and to whom the Agreement is assigned under Clause 19.2.1 or Clause 19.2.2.

19.3 The Company may at any time assign or transfer all of its rights and obligations under the Agreement to an Affiliate or to another person who by statute becomes legal successor to the Company.

19.4 Every assignment permitted by this Clause 19 shall be conditional upon the assignee expressly assuming the assignor's obligations under the Agreement and, in the case of an assignment by the User the assignment not impairing any bond or other security given by the User to the Company under the Agreement.

19.5 Either Party shall have the right to sub-contract or delegate the performance of any of its obligations or duties arising under the Agreement without the prior consent of the other Party. Such sub-contracting by the Company or the User of the performance of any obligations or duties under the Agreement shall not relieve the Company or the User (as the case may be) from liability for performance of such obligation or duty.

19.6 Notwithstanding the provisions of this Clause 19, either Party may enter into arrangements which create an Encumbrance over the Agreement, the amounts payable under the Agreement or any other assets required for the performance of the Agreement by way of security to any bank or financial institution. The Party creating the Encumbrance shall notify the other Party of reasonable details of the arrangements within ten (10) Business Days of the creation of any such Encumbrance.
20. GOVERNING LAW AND JURISDICTION

20.1 The Agreement shall be interpreted, construed and governed by the laws of Ireland.

20.2 Each Party agrees that a finding or conclusion of an arbitrator, determined in accordance with the relevant provisions of this Agreement or a judgement in any proceedings brought under or pertaining to this Agreement in the courts of Ireland shall be conclusive and binding upon each Party and may be enforced in the courts of any other jurisdiction.

20.3 Each Party agrees to bring all judicial litigation under or pertaining to this Agreement in the courts of Ireland.

20.4 For the avoidance of doubt nothing in this Clause 20 shall be taken as permitting a Party to commence any judicial litigation where this Agreement otherwise provides for a dispute to be referred to arbitration.
IN WITNESS WHEREOF this Agreement has been executed the day and year first above written.

Signed for and behalf of ELECTRICITY SUPPLY BOARD by:

[Signature]

AUTHORISED SIGNATORY

Signed for and behalf of «NAME» by:

[Signature]

AUTHORISED SIGNATORY
SCHEDULE 1: ADDITIONAL SERVICES

This schedule details the charges for services carried out on foot of special requests made by Suppliers. Standard Distribution Services covered by use of system will not be the subject of these charges.

The following conditions apply:

**1.** Must be in accordance with the Networks Code of Practice.

**2.** For non-standard de-energisations which involve additional work over the normal means of de-energisation (movement of any isolator, breaker, switch or the removal of any fuse), individually assessed charges will be quoted. A rights of entry warrant (if required) is to be provided by the supplier.

**3.** The way in which some additional services are provided will depend on site-specific requirements and/or Supplier instructions.

### A. Energisation And De-Energisation Services

<table>
<thead>
<tr>
<th>No</th>
<th>Type of Additional Service</th>
<th>Charge Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Visit to energise the connection point: For each visit to premises at the Supplier’s request to energise a supply.</td>
<td>A1</td>
</tr>
<tr>
<td>2</td>
<td>Visit to de-energise: not actioned For each visit to a premises at the Supplier’s request and the request is not actioned through no fault of DSO (cases specified in the Networks Code of Practice).</td>
<td>A2</td>
</tr>
<tr>
<td>3</td>
<td>Visit to de-energise: For each visit to a premises at the Supplier’s request for any reason, resulting in de-energisation by withdrawal of fuses.</td>
<td>A3</td>
</tr>
<tr>
<td>4</td>
<td>Visit to disconnect: Where the User requests the disconnection of a site</td>
<td>A4</td>
</tr>
<tr>
<td>5</td>
<td>Visit to Read Meter (Special Read): Where the Supplier requests an unscheduled meter reading.</td>
<td>A5</td>
</tr>
<tr>
<td>6</td>
<td>Major Meter Test: Visit and carry out major meter test</td>
<td>A6</td>
</tr>
<tr>
<td>7</td>
<td>Inspection Visit:</td>
<td>A7</td>
</tr>
</tbody>
</table>
### B. Revenue Protection Services

<table>
<thead>
<tr>
<th>No.</th>
<th>Type of Additional Service</th>
<th>Charge Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Replace Prepayment Meter: Replace a pre-payment meter with another ¹</td>
<td>B1</td>
</tr>
<tr>
<td>2</td>
<td>Install time/teleswitch:² Not associated with meter replacement (Normal)</td>
<td>B2a</td>
</tr>
<tr>
<td></td>
<td></td>
<td>B2b</td>
</tr>
<tr>
<td></td>
<td>Not associated with meter replacement (Heating Application)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>De-energise supply by withdrawal of fuses (standard method):</td>
<td>B3a</td>
</tr>
<tr>
<td></td>
<td>Normal and no inspection required</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Normal and including inspection</td>
<td>B3b</td>
</tr>
<tr>
<td>4</td>
<td>Revisit de-energised supply:</td>
<td>B4</td>
</tr>
<tr>
<td>5</td>
<td>Install check meter:</td>
<td>B5</td>
</tr>
<tr>
<td>6</td>
<td>Provide witness for any court proceedings (per day):</td>
<td>B6</td>
</tr>
</tbody>
</table>

¹ This is apart from the meter replacement program specified in the Metering Code. Subject to future arrangements yet to be finalised in the industry
² Subject to future arrangements yet to be finalised in the industry
SCHEDULE 2: BILLING AND PAYMENT DISPUTES

1. This Schedule 2 applies to disputes about Use of System Charges and other charges payable by the User pursuant to Clauses 5, and 6:

1.1 Where the User disputes any sum in an account issued under Clause 6 and the dispute is a Designated Dispute (as defined in paragraph 1.2 below):

(a) the User shall pay such amount of Use of System Charges due as are not in dispute and shall be entitled to withhold the balance pending resolution of the dispute;

(b) the parties shall use reasonable endeavours to resolve the dispute in good faith;

(c) where the dispute remains unresolved after 20 Business Days either party may refer the dispute to arbitration in accordance with Clause 17; and

(d) following resolution of the dispute, any amount agreed or determined to be payable shall be paid within 20 Business Days after such agreement or determination and interest shall accrue on such amount plus Value Added Tax (if any) from the date such amount was originally due until the date of payment at the rate of 1% per annum above EURIBOR.

1.2 A dispute shall be a "Designated Dispute" for the purposes of this paragraph 1 where within 10 Business Days of receiving a request for payment the User in good faith provides the Company with a statement and explanation of the amount in dispute where:

(a) there is an error in the information used for the calculation or an arithmetic error in the calculation of Use of System Charges by the Company which is apparent on the face of the account; and/or

(b) the Company chooses not to use the half-hourly data (whether actual or estimated) for the purposes of Settlement in calculating Use of System Charges and the User disputes the accuracy or validity of the data actually used.
1.3 For the avoidance of doubt, the disputes about the matters referred to in this paragraph 1.3 are not Designated Disputes. Thus, paragraph 1.1 shall not apply where the Company has used estimated data in accordance with Clause 6.1.1.

1.4 Where, other than in the case of a Designated Dispute within 10 Business Days of receiving a request for payment the User in good faith provides the Company with a statement and explanation of the amount of Use of System Charges in dispute:

(a) the User shall pay the total amount of such charges as they fall due in accordance with Clause 5.5;
(b) the parties shall use reasonable endeavours to resolve the dispute in good faith;
(c) where the dispute remains unresolved after 20 Business Days either party may refer the dispute to arbitration in accordance with Clause 17; and
(d) following resolution of the dispute, any amount agreed or determined to be repayable (including where appropriate any interest paid pursuant to Clause 6.2) by the Company shall be paid within 10 Business Days after such agreement or determination and interest shall accrue on such amount from the date such amount was originally paid by the User until the date of repayment at 1% per annum above EURIBOR.
SCHEDULE3: CONDITIONS FOR CONNECTION TO THE DISTRIBUTION SYSTEM

1.0 Introduction

The organisation supplying electricity to the Customer under a Supply Contract does not provide the connection between the electricity distribution system and the Customer's premises. Providing that connection is the responsibility of ESB in its capacity as Distribution System Operator (“DSO”). This Schedule sets out the conditions which must be fulfilled to permit DSO to provide the connection.

2.0 Application for Connection

a) Application for a new connection to the ESB Distribution system or for changes to an existing connection should be made by the intending customer to ESB. The standard procedure is detailed in the Guide to the Process for Connection to the Distribution System.

b) DSO will specify the least-cost technically-acceptable connection method for each customer, depending on the magnitude and other characteristics of the demand for electricity as advised by the customer in each case, and in accordance with the Distribution System Security and Planning Standards.

c) DSO will send the customer a quotation letter or Connection Agreement setting out the connection offer including the nature of the connection and the Maximum Import Capacity and Maximum Export Capacity.

d) ESB metering arrangements will be in accordance with the Distribution Code. For LV Customers these requirements are detailed in the Customer Interface Document. A customer may not extend his/her connection for use by another party who DSO would consider to be a separate customer.

e) DSO will endeavour to provide the connection in accordance with the Customer’s wishes, but makes no commitment to provide the connection within a specific interval, as the time required for the completion of the relevant work will be affected by many factors not all of which are within DSO’s control.

3.0 Conditions Precedent to Energisation

a) The customer must have complied with the pre-conditions for acceptance of the Company’s offer of terms identified in the Quotation Letter including the requirements that:

   ?? any Charges, or other monies, due to be paid by the Customer on execution of the Agreement have been paid;

   ?? Construction and site transfer of sub-station site (if required) have been completed.

b) The consents required under Clause 7 below have been obtained and the Customer must have entered into a Supply Agreement (as confirmed by the Meter Registration Service (“MRS”)).

c) Certifications must have been obtained as required under Clause 6.0 below.
4.0 Nature of Connection

a) The Distribution Code sets out the standards applying to the Distribution System. A brief extract from the Code is given below. Please refer to the Distribution Code for further details.

Summary of Distribution Code Requirements

<table>
<thead>
<tr>
<th>Voltage Range</th>
<th>Operating Voltage Range (V)</th>
<th>Earthing / Neutral Treatment</th>
<th>Minimum Short Circuit Ratings (kA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nominal Distribution System Voltages all at 50 Hz</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High</td>
<td>244</td>
<td>207</td>
<td>9.0 (Domestic)</td>
</tr>
<tr>
<td>Low</td>
<td>424</td>
<td>360</td>
<td>37.0 (Business)</td>
</tr>
<tr>
<td>High Voltage (LV)</td>
<td>10,000 Volts (10kV)</td>
<td>*</td>
<td>12.5†</td>
</tr>
<tr>
<td>Medium Voltage (MV)</td>
<td>20,000 Volts (20kV)</td>
<td>*</td>
<td>12.5†</td>
</tr>
<tr>
<td>High Voltage (HV)</td>
<td>38,000 volts (38kV)</td>
<td>*</td>
<td>12.5†</td>
</tr>
<tr>
<td>110,000 Volts (110kV)</td>
<td>120,000</td>
<td>*</td>
<td>26.0</td>
</tr>
</tbody>
</table>

*Variable according to operating conditions. Information on particular location on request by user concerned.
† Expt in parts of Dublin & Cork City – Clarification upon request by user concerned.
‡ 20 kA in parts of Dublin & Cork City – Clarification upon request by user concerned.

5.0 Capacity of Connection Network

DSO designs its networks and each connection on the basis of a specific Maximum Import Capacity (MIC) for each connection.

a) The Customer shall not import or export electricity through the Connection Point exceeding the Maximum Import Capacity or the Maximum Export Capacity (as applicable) as agreed from time to time, without the prior written consent of the DSO. If the Customer imports or exports electricity in excess of the relevant maximum, the DSO shall be entitled to impose on the Customer a financial penalty related to the amount of the excess.

b) Upon any such excess being brought to the notice of ESB, it shall be treated as an application for new or changed capacity in accordance with Condition 1.
c) The maximum level of electricity demand is defined as the measured average demand in any interval of ten minutes. For the purpose of (a), it is calculated from either:

?? The metered maximum demand, or

?? Where maximum demand is not metered, the demand calculated from metered annual consumption using a standard load factor as approved by the Commission for Electricity Regulation from time to time. A standard load factor is a ratio used to estimate the maximum demand at the connection point from the annual consumption.

d) Where there is no agreed Maximum Import Capacity or Maximum, the Maximum Import Capacity will be calculated as the highest level of demand in the preceding three years as calculated from c) above.

e) The customer shall give written notification to DSO of any proposed addition of disturbing load or of generating plant.

6.0 Customer's Installation

a) Once the Customer has accepted the connection offer, the Customer shall arrange to have his/her installation carried out in accordance with the offer.

b) The effective and safe utilisation of electricity depends on the electrical installation in the customer’s premises as well as on the nature of the Connection delivered from the DSO’s system. Customers should take appropriate steps to ensure that their installations and equipment are suitable for that Connection, and to protect themselves from the consequences of interruptions and variations in voltage characteristics. Damage to equipment not capable of functioning satisfactorily within the levels of voltage disturbances specified in the Distribution Code will be the customer’s responsibility.

c) All customers shall take effective steps in the selection and use of equipment to ensure that it does not cause the voltage or frequency regulation of the Distribution System or the supply of electricity to the Customer or others to be outside the standards required by the Distribution Code (DCC4.3) If it does have that effect, or in the reasonable opinion of the DSO is likely to do so, the Customer shall at his or her own expense remedy the situation within a reasonable time of the DSO giving notice to the Customer, failing which the DSO may De-energise and shall not Re-energise until the situation has been remedied.

d) In the interests of safety and good practice, the customer’s electrical installation including earthing, bonding and protection shall comply with the relevant standards approved by the Electro-Technical Council of Ireland (ETCI). Where the customer’s earth installation is connected to DSO’s neutral system, the consequent risks arising from any non-compliance of the customer’s installation with ETCI standards are the customer’s responsibility.

e) The ETCI rules require that every installation, including subsequent alterations and extensions, shall be inspected and tested before being put into service. DSO does not test customers’ installations. Responsibility for the suitability and safety of the installation rests with the customer alone.

f) Where DSO is required to energise an installation or a new circuit within an installation, the submission of a Completion Certificate signed by either a Contractor who is registered with a regulatory body recognised by the CER or DSO or an inspector for such a body will be required in respect of:
New installations

Existing installations that have been altered such that the electrical quantities recorded on a Completion Certificate may have changed e.g. meter relocations with extended meter tails.

Installations de-energised for a period of 6 months or more.

g) For medium or high voltage connections or where generators are connected, compliance with the requirements of the documents listed in the annexe of the Distribution Code is required.

h) Where the connection is provided over more than one phase, the customer shall ensure that the load is balanced as evenly as possible between the phases at all times.

7.0 Meters

a) Except in cases where there is a special agreement to the contrary, the amount of electricity supplied to any customer shall be ascertained by means of a meter or meters and other apparatus supplied and installed by DSO, and such meter or meters or other apparatus shall remain the property of DSO.

b) Meters shall be read by DSO staff, its agents or its contractors.

c) Only persons authorised by DSO shall fix, connect, remove or work upon any meter, main fusebox, seal, electric line or other apparatus belonging to DSO.

d) At the request of the customer or supplier, DSO will test the accuracy of the meter to ascertain if it is within the range specified in the Metering Code. If it is outside this range the DSO will advise the MRS and the supplier to enable the customer's account to be increased or reduced accordingly. Otherwise the recording of meters and other apparatus will be conclusive, and the customer may be charged for the cost of the test.

e) In the event of electricity being supplied for any period before a meter is connected or of any equipment being found to have been connected to a wrong meter or when for any reason a meter has failed to record correctly the electricity used, the DSO will advise the MRS and the supplier who may adjust the customer's account accordingly. If the customer becomes aware of any such failure he/she shall immediately notify the supplier or DSO in writing.

f) In the event of unauthorised interference, whether by the customer or otherwise, whereby electricity could have been consumed without being properly metered, DSO will advise the MRS and supplier who may adjust the customer's account accordingly.
8.0 Rights Over Land and Access Conditions

a) The Customer shall, at the cost and expense of the Customer, grant to DSO all Consents that the Customer is empowered to give as are required by DSO for the installation, operation, repair, maintenance, inspection and removal of DSO's Equipment situated on or in any land or buildings in which the Customer has a proprietary interest or which are controlled by the Customer. Any such Consent shall be granted on such terms and conditions as are reasonably acceptable to DSO having regard to the terms and conditions on which similar Consents have previously been granted to DSO.

b) Where DSO is required to carry out works in relation to the Customer's connection, the Customer shall provide reasonable line or cable routes and ground conditions and shall not place any unreasonable restrictions on DSO in relation to working hours or other constraints; nor shall the Customer facilitate any unreasonable restriction on DSO by a third party.

c) The Customer shall permit DSO's employees, subcontractors, agents or invitees at times to be agreed between the Parties, and, in cases of emergency, immediate access with no notice, both during the Term and after the termination of the Agreement to enter those parts of the Customer's Premises to carry out connection or modification works or to operate, read meters, inspect or test the Metering Equipment, work on DSO's Equipment or the Facility or Disconnect or De-Energise the Connection Point or for any other purpose required for the operation of the Distribution System or to enable DSO to fulfil its obligations under the Agreement. The DSO shall be given safe and unobstructed access. All rights of access for the DSO under the Agreement shall include the right to bring on such vehicles, plant, machinery and materials as shall be necessary to carry out the functions in respect of which the right of access is granted, and shall be exercisable free of charge. The DSO shall use all reasonable endeavours when present on the Customer’s Premises to co-operate with the Customer and to comply with all reasonable directions as to safety and security given by the Customer.

9.0 Liability of Customer for Interference with or Damage to DSO Property

The customer is responsible for the safe keeping of all DSO meters, main fuse boxes, seals, electric lines and other apparatus placed on the customer's premises or under the customer's control. The customer will be liable for the cost of making good and repairing any damage or injury for which he or she is responsible. Charges for electricity estimated to have been consumed and not recorded will be treated as in clause 7(e) above.

10.0 Liability of DSO

DSO accepts liability for injury to persons and damage to property which are caused by DSO's negligence or for which DSO is liable under statute. Liability for damage thereby arising shall be confined to that directly attributable to the said negligence and shall not extend to any special, indirect or consequential damages or losses such as, but not limited to, loss of revenue, loss of profit, loss of use, loss of production, loss of power, cost of capital, cost of replacement power and/or costs connected with the interruption of operation.
11.0 DSO Right to De-Energise the Connection Point

DSO may De-Energise at any time and from time to time if and to the extent that DSO acting in accordance with Good Industry Practice considers it necessary. In particular (without limiting the generality of the foregoing) De-Energisation may occur as provided for under the Distribution Code (DPC4.4.4) or in any of the following circumstances:

a) If the DSO is instructed to do so by the Supplier or pursuant to the terms of the Trading and Settlement Code;

b) If the Customer ceases to be registered to a licensed electricity supplier;

c) If the customer is in breach of these Conditions or the Distribution Code;

d) If the DSO is otherwise permitted to do so under the terms of the Agreement or the Distribution Code (including, without limitation, for demand control purposes);

e) If the DSO is entitled to do so by law;

f) To enable the DSO to inspect, alter, test, maintain, repair, replace, remove or add to any part of or make new connections to the Distribution System;

g) If the DSO considers it necessary to avoid danger to persons or damage to property;

h) To enable the DSO to restore supplies to other Customers connected to the Distribution System;

i) At the Customer’s written request provided that the Customer pays to the DSO any reasonable costs incurred by the DSO in De-Energisation and any subsequent Re-Energisation.

Where any of clauses d), e) or f) applies the DSO shall give notice in accordance with the Customer Service Code available from DSO on request.

Where clause c) applies, the DSO shall give the customer two (2) business days notice of its intention to de-energise unless the delay would put DSO in breach of any legal or statutory or regulatory obligation in which case the DSO may De-Energise immediately and without notice.

In all other cases listed above the DSO reserves the right to De-Energise forthwith.

12.0 Distribution Code

The Customer must comply with the Distribution Code and the documents detailed in the annexe of the Distribution Code.

In the event of any inconsistency between the Quotation Letter and the General Conditions or the Distribution Code, the relevant terms of the General Conditions or the Distribution Code, as appropriate, will prevail except insofar as payment rights of the Company are concerned in respect of which the Quotation Letter will prevail.
SCHEDULE 4: ADDRESSES

1. ELECTRICITY SUPPLY BOARD

27 Lower Fitzwilliam Street, Dublin 2

(a) For the attention of the Company Secretary

with a copy to:

(b) For the attention of ESB Distribution System Operator

2. «NAME»

«ADDRESS1», «ADDRESS2», «ADDRESS3»

(a) For the attention of

(b) For the attention of