

# Terms of Connection

## National Terms of Connection

A connection agreement is an agreement between the owner/occupier and Eclipse Power Networks Ltd. This agreement will be set out the necessary terms and conditions upon which the customer is connected to the Distribution System.



All DNO and IDNO's connection agreements reflect the National Terms of Connection. Click on the following link to download a copy of the [National Terms of Connection](#).

- a) Wherever you live in the UK the electricity you receive from your electricity supplier will be delivered using the local distribution network run by your local network operator. That may be a Distribution Network Operator (one of the 14 licensed area operators) or an Independent Distribution Network Operator, like us, that operate Networks across the UK. To receive a supply of electricity you require both:
- a connection agreement with your local network operator to maintain the connection of your premises to the network and;
  - a supply contract with your electricity supplier



- b) Your selected supplier has been appointed as the agent of your network operator to obtain a connection agreement with you on these terms, which are the same across the UK.
- c) When you enter into an electricity supply contract you are also entering into this connection agreement with your local network operator or IDNO on these terms.

If your connection is at a high voltage or where you are exporting via generation, then a site-specific connection agreement is needed which Eclipse Power Networks can provide. The connection agreement contains information on such areas as the address of the connection, the

owner of the connection, the capacity being connected and whether it is for import and or export. There may also be diagrams showing the ownership boundary between yourselves and the DNO/IDNO of the physical assets.

### **For a connection to the Eclipse Power Networks Ltd Network**

#### **(1) Interpretation**

In the connection agreement the terms "we", "our" and "local network operator" mean, for each connection to the network through which you are supplied under your electricity supply contract.

#### **(2) Connection to our network**

The premises will remain connected to our network in accordance with the provisions of the Electricity Act 1989, any other legal requirements that apply from time to time, and the terms of this agreement.

#### **(3) Network constraints**

Our obligations under this agreement are subject to the maximum capacity and any other design feature of the connection that have been agreed in advance. If you are taking over existing commercial premises, we can advise you of the maximum capacity and any other limitations of your connection to our network. You must contact us in advance if you propose to make any significant change to the connection or to the electric lines or electrical equipment at the premises, or if you propose to do anything else that could affect our network or if you require alterations to the connection.

#### **(4) Generating Equipment**

If you install, or arrange for the installation of, small-scale generating equipment at the premises- which means one or more sources of electrical energy that an aggregate rating of no greater than 16 amps per phase connected at low voltage - that you must inform us of your intention to use no later than 28 days after the equipment is commissioned. As long as you do this, you do not need our consent, however, if you intend to install or operate any other kind of generating equipment at the premises you must contact us in advance to obtain consent. All generating equipment used at the premises must comply with the applicable requirements of the distribution code that applies to all licensees.

#### **(5) Providing information**

You must provide us with information we request in relation to the nature, or use by you, of electrical equipment at the premises. We will only ask for information that we need in relation to this agreement or the distribution code that applies under our licence.

#### **(6) Continuity of Supply**

We do not guarantee that we will provide electricity through our network at all times, or that electricity delivered through our network will be free of brief variations in voltage or frequency.

#### **(7) Cutting off the supply**

We may cut off your electricity supply through the connection where we are entitled to do so under

the general law. We may also cut off the electricity supply where we are required to do so under contract with an electricity supplier or because of the electricity industry arrangements under which we operate in accordance with our licence.

**(8) Unauthorised use of our network**

This agreement entitles the premises to be connected to our network for the purpose of receiving electricity from, or exporting electricity to, the grid via our network. Any other use of our network, including the transmission of data or communications, is strictly prohibited unless with our prior written consent. Unless we have given consent any such use of our network by you, or relating to the connection, shall be a breach of this agreement and your liability to us is up to a maximum of £100,000 per calendar year.

**(9) If something goes wrong**

If we fail to comply with any term of this agreement or are negligent, you may be entitled under general law to recover compensation from us for any loss you have suffered. However, we will not be required to compensate you for (and you should consider obtaining insurance against) loss caused by anything beyond our reasonable control, any indirect loss, or any direct loss or indirect economic or financial loss (including wasted expenses or any loss of revenue, profit, or interest, any loss of business, commercial, market, or economic opportunity, or any loss of contact or goodwill) other than where you are entitled to recover compensation for loss under the general law in relation to death or personal injury.

**(10) Business customers**

If the electricity supplied to the premises is wholly or mainly business purposes, our liability to you in relation to that premises, and your liability to us in relation to that premises, will (subject to the limitations in clause 9) be limited to a maximum of £100,000 per calendar year.

**(11) Changing the connection agreement**

The terms of this agreement will be changed automatically to incorporate any changes which are approved by our regulator, the Gas and Electricity Markets Authority (GEMA). Notice of any changes which is approved will be advertised in the national press, and the new terms will be published on the Internet at <http://www.connectionterms.co.uk/>

**(12) Agreeing other connection terms**

You and we may each, at any time, ask the other to enter into an alternative connection agreement in respect of the connection if you or we believe an alternative agreement is needed because of the nature of the connection.

**(13) Ending this agreement**

This agreement will end when one of the following occurs:

- you and we agree a replacement agreement in respect of the connection;



- the flow of electricity through the connection is stopped permanently;

or

- any circumstances arise which legally entitle us to cut-off the electricity flow through the connection and we write to you advising you that this agreement is ended.

The ending of this agreement for any reason will not affect any rights, remedies or obligations which may have come into being under this agreement prior to its ending. Clauses 9 and 10 will continue to apply.

**(14) Transferring this connection agreement**

You are not entitled to transfer this agreement to another person or Company.