

## Determination of Point of Connection ("POC") Extension of Contestability Agreement

This Determination of POC Extension of Contestability Agreement is dated [INSERT] and made between:

- (1) Western Power Distribution [(South West)/(South Wales)/(East Midlands)/(West Midlands)]\*) plc (company number: 02366894/02366985/ 02366923/ 03600574\*) whose registered office is at Avonbank, Feeder Rd, Bristol BS2 0TB ("WPD"); and
- (2) [Company name] (company number [company number]) whose registered office is at [address] (the "Connection Provider").

### Background

- (A) WPD and the Connection Provider have entered into a framework agreement dated [INSERT] (the "Framework Agreement").
- (B) As part of WPD's commitment to the development and facilitation of competition in connections WPD has invited the Connection Provider to take part in this Extension of Contestability Initiative (as defined below in Clause 1.2).
- (C) The Connection Provider has agreed to take part in this Extension of Contestability Initiative on the terms and conditions set out in this Determination of POC EOC Agreement (as defined below in Clause 1.2).

It is agreed as follows:

### 1. Definitions and interpretation

- 1.1 The terms of this Determination of POC EOC Agreement shall be deemed to be incorporated into and form part of the Framework Agreement for the duration of this Determination of POC EOC Agreement. In the event of any conflict between this Determination of POC EOC Agreement and the Framework Agreement, the terms of this Determination of POC EOC Agreement shall prevail over the conflicting terms of the Framework Agreement solely in respect of the subject matter of this Determination of POC EOC Agreement.
- 1.2 In this Determination of POC EOC Agreement, terms have the meanings given to them in the Framework Agreement unless the context requires otherwise and in addition the following definitions shall apply:

<b>"Affected Parties"</b>	Means all Customers, IDNOS and ICPs whose Connection Offers or Proposed Connections have been identified by WPD as being Interactive in accordance with clause 10;
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\* delete as appropriate

<b>"Allocated Capacity"</b>	<p>Means the capacity attributable to assets that are not yet installed and commissioned on the Distribution System, but which WPD has agreed will be made available for a Connection Provider in relation to a Proposed Connection in accordance with clause 8 but subject to the following:</p> <ul style="list-style-type: none"> <li>(i) that the Proposed Connection does not become Interactive; and</li> <li>(ii) that the Connection Provider submits a POC Acceptance Notice within the POC Acceptance Period,</li> </ul> <p>(and "<b>Allocate</b>" shall be interpreted accordingly);</p>
<b>"Application Date"</b>	<p>Means the date upon which WPD receives all the information required in relation to an application for connection;</p>
<b>"Associated Contestable Works"</b>	<p>Means all works of any kind to be provided and carried out by the Connection Provider in respect of a Proposed Connection, excluding the Final Connection Contestable Works, the Customer's Installation works and any Determination of POC;</p>
<b>"CIRT"</b>	<p>Means the CROWN internet routing and tracking portal by which the Connection Provider can access POC Data and submit a POC Determination Notice, POC Issue Notice and POC Acceptance Notice;</p>
<b>"Committed Capacity"</b>	<p>Means the capacity attributable to assets that are not yet installed and commissioned on the Distribution System, but which WPD has confirmed will be made available for a Customer, ICP or IDNO in relation to a Proposed Connection or connection offer (including any Connection Offer) (and "<b>Commit</b>" and "<b>Committing</b>" shall be interpreted accordingly);</p>
<b>"Confirmation of Capacity Notice"</b>	<p>Means the notice issued by WPD to the Connection Provider in accordance with clause 9;</p>
<b>"Connection Offer"</b>	<p>Means:</p> <ul style="list-style-type: none"> <li>(i) in circumstances where a connection application is submitted to WPD, the relevant written connection offer from WPD to the Customer relating to the Contestable Connection Works as set out in each Site Specific Agreement; or</li> <li>(ii) in circumstances where a connection application is submitted to the Connection Provider, the</li> </ul>

relevant written connection offer from the Connection Provider to the Customer relating to the Contestable Connection Works and the Determination of POC;

<b>"Contestable Determination of POC"</b>	Means a Determination of POC which meets all of the POC Contestability Criteria and as a result, can be undertaken by the Connection Provider;
<b>"Customer"</b>	Means: <ul style="list-style-type: none"><li>(i) in circumstances where a connection application is submitted to WPD, the third party who commissions Contestable Connection Works set out in the relevant Connection Offer to be carried out by the Connection Provider; or</li><li>(ii) in circumstance where a connection application is submitted to the Connection Provider, the third party who submits the application for Contestable Connection Works to be carried out by the Connection Provider or, where there is no such third party, the Connection Provider;</li></ul>
<b>"Data"</b>	Means Network Data and POC Data;
<b>"Data Access Method"</b>	Means through CIRT;
<b>"Data Protection Legislation"</b>	Means the DPA, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and any associated data protection laws, regulations, codes of practice or guidance;
<b>"Data Subject"</b>	Means as defined in the DPA;
<b>"Derived Data"</b>	Means any Data combined or aggregated (wholly or in part) with other data or information or adapted to such a degree that it: <ul style="list-style-type: none"><li>(i) cannot be identified as originating or deriving directly from the Data and cannot be reverse-engineered such that it can be so identified; and</li><li>(ii) is not capable of use substantially as a substitute for the Data;</li></ul>
<b>"Determination of POC"</b>	Means the assessment of the Distribution System and determination and POC Design of the Point of Connection for a Proposed Connection;
<b>"Determination of POC"</b>	Means this agreement (including any appendices to it)

<b>EOC Agreement"</b>	between WPD and the Connection Provider;
<b>"Determination of POC EOC Commencement Date"</b>	Means the date specified on the front sheet of this Determination of POC EOC Agreement;
<b>"DPA"</b>	Means the Data Protection Act 1998;
<b>"Extension of Contestability Initiative"</b>	WPD will provide the Input Services to facilitate the Connection Provider carrying out Determination of POC on the terms of this Determination of POC EOC Agreement;
<b>"ICP"</b>	Means an independent connection provider;
<b>"IDNO"</b>	Means an independent distribution network operator;
<b>"Indemnified Party"</b>	Means WPD, any company in the WPD Group and any of their respective servants and agents;
<b>"Input Services"</b>	Means any essential input from WPD required to enable the Connection Provider to carry out a Determination of POC (including, but not limited to the provision of the POC Data and Network Data) as set out in: <ul style="list-style-type: none"> <li>(i) this Determination of POC EOC Agreement;</li> <li>(ii) any applicable Standard Technique(s); and</li> <li>(iii) the POC Terms and Conditions;</li> </ul>
<b>"Intellectual Property Rights"</b>	Means all industrial and intellectual property rights including patents, utility models, rights in inventions, registered designs, rights in designs, trademarks, copyright and neighbouring rights, database rights, moral rights, trade secrets, and rights in confidential information and know-how (all whether registered or unregistered and including any renewals and extensions thereof) and all rights or forms of protection having equivalent or similar effect to any of these which may subsist anywhere in the world and the right to apply for registrations of any of the foregoing;
<b>"Interactive"</b>	Means where WPD receive two or more applications or requests for connection which make use of the same part of the Distribution System or otherwise have a material operational effect on that part of the Distribution System such that there would be an impact on any terms and conditions for connection agreed with WPD in respect of such connections (and <b>"Interactivity"</b> shall be interpreted accordingly);

<b>"Interactive Acceptance Notice"</b>	Means the notice submitted by the Connection Provider to WPD requesting that WPD Commit the Required Capacity for the Interactive Proposed Connection;
<b>"Interactive Proposed Connection"</b>	Means a Proposed Connection that has become Interactive;
<b>"Interactive Queue"</b>	Means the queue of Affected Parties whose Connection Offers or Proposed Connections have become Interactive formed on the basis of the Priority of each Affected Party in relation to the other Affected Parties;
<b>"Interactivity Process for Self-Determination of POC Guidance"</b>	Means the guidance document attached to this Determination of POC EOC Agreement in Appendix 2, as may be updated and amended from time to time;
<b>"Legacy Date"</b>	means as defined in the Interactivity Process for Self-Determination of POC Guidance;
<b>"Moratorium Period"</b>	Means a period of 10 Working Days as specified in the Notice of Interactivity;
<b>"Network Data"</b>	Includes, but is not limited to, the following information: <ul style="list-style-type: none"> <li>(i) geographical network records showing the location, size and type of assets;</li> <li>(ii) load information for the Distribution System, including guidance on the rules to be applied when allocating demand diversity of new and existing Customers to circuits;</li> <li>(iii) relevant design standards and documents;</li> <li>(iv) mapping data; and</li> <li>(v) substation details;</li> </ul>
<b>"Non-Contestable Determination of POC"</b>	Means a Determination of POC which does not meet all of the POC Contestability Criteria and as a result, cannot be undertaken by the Connection Provider;
<b>"Notice of Interactivity"</b>	Means a notice issued by WPD in accordance with clause 10;
<b>"Permitted Use"</b>	Means use in connection with the Determination of POC by the Connection Provider in accordance with this Determination of POC EOC Agreement;

<b>"Personal Data"</b>	Means as defined in the DPA;
<b>"POC Acceptance Notice"</b>	Means the notice submitted by the Connection Provider to WPD requesting that WPD Commit the Required Capacity for the Proposed Connection;
<b>"POC Acceptance Period"</b>	Means the period of 90 days from the day that WPD receives the POC Issue Notice for a Proposed Connection;
<b>"POC Contestability Criteria"</b>	Means the criteria which must be met in order for a Determination of POC to be a Contestable Determination of POC, as published on the WPD Technical Information Site and updated from time to time;
<b>"POC Data"</b>	Means any information that the Connection Provider requires in addition to the Network Data including, but not limited to: <ul style="list-style-type: none"> <li>(i) agreed supply capacities for existing embedded networks;</li> <li>(ii) earthing arrangements for distribution Substations (PME / SNE / PNB / None);</li> <li>(iii) Protection arrangements for Distribution substations (Fuse size or CB settings);</li> <li>(iv) earthing arrangements for the distribution network (Hot or Cold – ROEP &gt;/&lt; 430V);</li> <li>(v) protection data for primary substations and HV feeders; and</li> <li>(vi) feeder load data for HV networks (raw data from data logging OAS) detailed within the applicable Standard Technique(s);</li> </ul>
<b>"POC Defect"</b>	Means any defect or error in the Determination of POC (including a failure to comply with the relevant Standard Technique);
<b>"POC Defect Correction Period"</b>	Means the period of 10 years after the Adoption Date;
<b>"POC Design"</b>	Means the design for the Point of Connection for the Proposed Connection;
<b>"POC Determination"</b>	Means the date upon which WPD receives all information required in order to determine whether a

<b>"Date"</b>	Determination of POC is a Contestable Determination of POC;
<b>"POC Determination Notice"</b>	Means the notice to be issued by the Connection Provider notifying WPD of the Connection Provider's intention to carry out Determination of POC for a Proposed Connection;
<b>"POC Issue Notice"</b>	Means the notice to be submitted by the Connection Provider to WPD requesting that WPD Allocate the Required Capacity;
<b>"POC Notice Period"</b>	Means the period of thirty-five (35) Working Days from the date upon which the Connection Provider receives all of the POC Data requested in accordance with clause 5.4(a);
<b>"POC Terms and Conditions"</b>	Means the terms and conditions attached to this Determination of POC EOC Agreement in Appendix 1, as may be updated and amended from time to time;
<b>"Policies"</b>	Means any instructions, rules or policies issued by WPD from time to time, including without limitation the Drug and Alcohol Policy, Code of Ethics and Anti-Bribery Policy and all Standard Techniques published on the WPD Technical Information Site applicable to the Contestable Connection Works and/or Determination of POC (as may be amended or updated from time to time);
<b>"Priority"</b>	Means the order of Affected Parties in an Interactive Queue determined according to each Affected Party's respective Application Date, Legacy Date or POC Determination Date;
<b>"Programme of Works"</b>	Has the meaning given to it in clause 11;
<b>"Proposed Connection"</b>	Means the connection at the Premises requested by the Customer from the Connection Provider;
<b>"Reapplication Period"</b>	Means: <ul style="list-style-type: none"> <li>(i) in circumstances where WPD Commits the Required Capacity for an Affected Party in the Interactive Queue other than the Connection Provider, the period of 10 Working Days from the date on which WPD notifies the Connection Provider that the Required Capacity in relation to</li> </ul>

the Proposed Connection will not be Committed;

- (ii) in all other circumstances, the period of 10 Working Days from the date that WPD notifies the Connection Provider that the Determination of POC is a Non-Contestable Determination of POC;

**"Required Capacity"** Means the capacity required by the Connection Provider, ICP or IDNO in relation to a Proposed Connection or any connection offer (including a Connection Offer);

**"Standard Techniques"** Means the WPD standard techniques published on the WPD Technical Information Site applicable to the Contestable Connection Works and/or Determination of POC (as may be amended or updated from time to time);

**"Term"** Means the term as provided for in clause 3;

**"Termination Date"** Means the date of termination of this Determination of POC EOC Agreement in accordance with clause 13.

1.3 The definitions of "Contestable Connection Works" and "Final Connection Contestable Works" shall be interpreted, in the Framework Agreement and in this Determination of POC EOC Agreement, as not including Determination of POC, but will include any physical Point of Connection works undertaken by the Connection Provider provided that, with the exception of clauses 5 and 27 of the Framework Agreement, references to Contestable Design shall be interpreted as including Determination of POC.

1.4 In this Determination of POC EOC Agreement, unless the context requires otherwise, the principles of interpretation set out in clause 1.2 of the Framework Agreement shall apply.

1.5 The terms set out below apply solely in respect of this Determination of POC EOC Agreement for the duration of this Determination of POC EOC Agreement.

## **2. Party Responsibilities**

2.1 The Connection Provider agrees to carry out Contestable Determination of POC and WPD agrees to provide the Input Services subject to the terms and conditions of this Determination of POC EOC Agreement.

2.2 This Determination of POC EOC Agreement shall prevail over any terms and conditions in any POC Determination Notice, POC Issue Notice or POC Acceptance Notice (the "Connection Provider Notices") submitted by the Connection Provider, any acknowledgement from WPD of any such Connection Provider Notice, or in any other correspondence between the parties relating to the subject matter of this Determination of POC EOC Agreement except only to the extent any terms and



conditions of a Connection Provider Notice do not conflict with this Determination of POC EOC Agreement.

- 2.3 This Determination of POC EOC Agreement and (to the extent that it applies to this Determination of POC EOC Agreement) the Framework Agreement set out the entire agreement and understanding between the parties in respect of the subject matter of this Determination of POC EOC Agreement.
- 2.4 Any company in the WPD Group may provide Input Services in accordance with this Determination of POC EOC Agreement. Irrespective of the company in the WPD Group that provided the Input Services the Connection Provider may only enforce its rights and remedies under this Determination of POC EOC Agreement against WPD and for these purposes only any breach of Determination of POC EOC Agreement by the company in the WPD Group that provided the Input Services shall be deemed to be a breach by WPD.

### **3. Term**

This Determination of POC EOC Agreement shall be deemed to have commenced on the Determination of POC EOC Commencement Date and shall continue until terminated in accordance with its terms.

### **4. Data Licence and Data Obligations**

- 4.1 WPD grants to the Connection Provider a non-exclusive, non-transferable, revocable licence, to access, view and combine or aggregate the Data with other data or information or adapt the Data and create Derived Data for the Permitted Use during the Term and in accordance with the terms of this Determination of POC EOC Agreement.
- 4.2 WPD shall make available or otherwise provide the Data to the Connection Provider in accordance with:
- (a) any applicable Standard Technique(s); and
  - (b) the Data Access Method or any alternative method as may be determined by WPD from time to time.
- 4.3 Except as expressly provided in this Determination of POC EOC Agreement, the Connection Provider shall not:
- (a) use the Data (wholly or in part) in its products or services except in connection with the Permitted Use;
  - (b) store the Data on its IT systems except in connection with the Permitted Use;  
or
  - (c) redistribute the Data (wholly or in part).
- 4.4 The Connection Provider shall:

- (a) only make such copies of the Data as are strictly required in relation to the Permitted Use;
  - (b) not extract, re-utilise, use, exploit, redistribute, copy or store the Data other than for the Permitted Use or as expressly permitted by this Determination of POC EOC Agreement; and
  - (c) not do anything that may damage the reputation of WPD.
- 4.5 The Connection Provider shall establish and maintain appropriate technical and organisational measures to prevent the unauthorised or unlawful use or processing of the Data and against accident, alteration, actual loss or destruction of, or damage to, the Data, having regard to the state of technological development.
- 4.6 If the Connection Provider breaches its obligations under this Determination of POC EOC Agreement or is investigated by any relevant regulator or it receives any request, claim, complaint, notice or communication in relation to the use of the Data, it shall immediately notify WPD and shall co-operate fully with WPD in relation to such matter and will enable WPD or any relevant regulator to have prompt accompanied access during regular business hours to premises or operations where such Data is processed.
- 4.7 The Connection Provider shall notify WPD promptly if any Data is or is suspected to have been lost or destroyed or become damaged, corrupted or unusable and shall restore such Data at its own expense.

## **5. Contestable Determination of POC**

- 5.1 The Connection Provider may only undertake Contestable Determination of POC.
- 5.2 The Connection Provider shall submit a POC Determination Notice to WPD via CIRT (or any other method that WPD may agree from time to time) on each occasion that it wishes to carry out Contestable Determination of POC for a Proposed Connection in accordance with this Determination of POC EOC Agreement and any applicable Standard Technique(s).
- 5.3 The POC Determination Notice shall specify, in relation to the Proposed Connection:
- (a) the Customer;
  - (b) the Required Capacity;
  - (c) the Premises;
  - (d) the nature and type of load and/or generation that is to be connected;
  - (e) estimated timescales for the Contestable Connection Works;
  - (f) the proposed network owner that will be responsible for the end-consumer connections and MPAN creation;

- (g) a polygon showing the location and size of the development;
- (h) (if requested by WPD) a build-out programme over a five-year period showing the growth of the capacity required up to the Required Capacity;
- (i) any POC Data required; and
- (j) any additional information requested in writing by WPD.

5.4 If WPD (acting in its sole discretion) determines that the Determination of POC for the Proposed Connection is a Contestable Determination of POC, WPD shall:

- (a) within five (5) Working Days (extended to six (6) weeks in the event that monitoring equipment is required) of receipt of the POC Determination Notice or any additional information requested by WPD in order to make such determination, make available to the Connection Provider any POC Data requested in the POC Determination Notice in accordance with this Determination of POC EOC and applicable Standard Technique(s); and
- (b) until expiry of the POC Notice Period, inform the Connection Provider as soon as reasonably practicable of any changes or proposed changes to the Distribution System which could affect the Determination of POC for the Proposed Connection (including, but not limited to, enquiries, requests or applications in relation to new or augmented connections to the Distribution System) and whether the Determination of POC for the Proposed Connection has become a Non-Contestable Determination of POC.

5.5 If WPD (acting in its sole discretion) determines that the Determination of POC for the Proposed Connection is a Non-Contestable Determination of POC:

- (a) WPD shall, within five (5) Working Days of receipt of the POC Determination Notice or any additional information requested by WPD in order to make such determination or, where clause 5.4(b) applies, as soon as reasonably practicable, confirm in writing that the Connection Provider may not undertake Determination of POC for the Proposed Connection, specifying the applicable POC Contestability Criteria that have not been met;
- (b) the Connection Provider may not issue a POC Issue Notice in relation to the Proposed Connection; and
- (c) subject to clause 6, WPD shall have no obligation to provide Allocated Capacity or Committed Capacity in relation to the Proposed Connection.

## **6. Non-Contestable Determination of POC and WPD Works**

6.1 Without prejudice to clause 6.2 below, if the Determination of POC for the Proposed Connection is a Non-Contestable Determination of POC (whether as originally determined by WPD as set out in clause 5.5 above or as subsequently determined by WPD in accordance with clause 5.4(b)), or if WPD Commits Required Capacity to an Affected Party in the Interactive Queue other than the Connection Provider in accordance with clause 10.5, then the Connection Provider, acting as Customer, may

submit an application for a Connection Offer for the Required Capacity and the terms of this Determination of POC EOC Agreement shall no longer apply. In such circumstances, provided that the Connection Provider submits the application within the Reapplication Period, the POC Determination Date shall be used for the purposes of determining Priority in any Interactive Queue.

- 6.2 If at any time the Connection Provider requests WPD to undertake any works in respect of the Proposed Connection (other than the Determination of POC) which require an offer to be made pursuant to Section 16 of the Act, then WPD will issue a Connection Offer to the Connection Provider, acting as Customer, based on the Determination of POC as determined by the Connection Provider (and, where required, approved by WPD) and the information provided by the Connection Provider to WPD, including in the POC Determination Notice. The terms of this Determination of POC EOC Agreement shall continue to apply in respect of the Determination of POC by the Connection Provider, however once the WPD works request has been made, the Connection Provider will no longer be entitled to issue a POC Issue Notice or a POC Acceptance Notice if they have not already done so and any purported issue of a POC Issue Notice or POC Acceptance Notice shall be deemed to not be valid. In such circumstances, the POC Determination Date shall be used for the purposes of determining the position of the Connection Provider in relation to the other Affected Parties in any Interactive Queue in respect of such Connection Offer.

## **7. Determination of POC**

- 7.1 Save as otherwise expressly set out in this Determination of POC EOC Agreement and the applicable Standard Technique(s), the Connection Provider accepts full responsibility for the Determination of POC.
- 7.2 The Connection Provider shall comply with all procedures and obligations set out in the applicable Standard Technique(s) when undertaking Determination of POC including, without limitation, submitting its POC Design to WPD for inspection or approval where required and POC Design self-approval.
- 7.3 Where a Connection Provider has submitted its POC Design to WPD for approval in accordance with the applicable Standard Technique(s), WPD shall give either its approval to the POC Design or a reasoned rejection of it to the Connection Provider within a reasonable period of time.
- 7.4 No approval, review or comment, or failure to approve, review or comment by WPD of or on the Determination of POC shall relieve the Connection Provider of any liability whatsoever or any of its obligations under this Determination of POC EOC Agreement. The Connection Provider has sole responsibility for ensuring that the Determination of POC conforms in all respects with any Standard Technique(s), including any Specification.
- 7.5 Where a POC Design has been approved by WPD, the Connection Provider shall not vary the POC Design in any way without having first obtained the written approval of WPD, such approval not to be unreasonably withheld or delayed. WPD may make a

reasonable charge, and the Connection Provider will pay to WPD, for approval of any variation to the POC Design.

- 7.6 If, prior to the termination of this Determination of POC EOC Agreement, WPD changes its working practice or Specification, WPD shall notify the Connection Provider. The Connection Provider will, to the extent that such change impacts the POC Design with regard to any part of any Associated Contestable Works not already constructed and adopted, forthwith amend the POC Design as necessary and ensure that any change in working practice or Specification is implemented without delay save where WPD agrees an alternative timescale.
- 7.7 The Connection Provider shall ensure that the Determination of POC and the manner in it is carried out complies at all times with:
- (a) the Connection Provider's applicable procedures;
  - (b) all applicable Policies and Good Industry Practice;
  - (c) the requirements of all Applicable Legislation including the Act; and
  - (d) the Specification.

## **8. Allocation of Capacity**

- 8.1 Subject to clauses 8.2 and 8.3, the Connection Provider shall submit a POC Issue Notice to WPD via CIRT (or any other method that WPD may agree from time to time) on each occasion that it requires WPD to Allocate any Required Capacity on the Distribution System in relation to a Proposed Connection in accordance with this Determination of POC EOC Agreement and any applicable Standard Technique(s).
- 8.2 The Connection Provider may only submit a POC Issue Notice for a Proposed Connection:
- (a) after five (5) Working Days of receipt by WPD of the POC Determination Notice or of any additional information requested by WPD in order to assess whether a Determination of POC for a Proposed Connection is a Non-Contestable Determination of POC or a Contestable Determination of POC and thereafter until expiry of the POC Notice Period;
  - (b) if a POC Determination Notice has been submitted in relation to the Proposed Connection; and
  - (c) if the Connection Provider (i) has not been notified by WPD that it may not undertake the Determination of POC for the Proposed Connection in accordance with clause 5, and/or (ii) is not otherwise prohibited from issuing a POC Issue Notice in accordance with this Determination of POC EOC Agreement.
- 8.3 If the POC Notice Period expires before the Connection Provider has issued a POC Issue Notice in relation to a Proposed Connection, the Connection Provider must issue a new POC Determination Notice in relation to the Proposed Connection.

- 8.4 The POC Issue Notice shall specify, in relation to the Proposed Connection:
- (a) the name and address of the Customer; and
  - (b) the date of any Connection Offer made by the Connection Provider to the Customer in relation to the Proposed Connection.
- 8.5 WPD shall Allocate the Required Capacity for the Connection Provider in relation to a Proposed Connection on receipt of a POC Issue Notice provided that the Connection Provider can demonstrate to WPD (acting in its sole discretion) that all of the conditions set out in clause 8.2(a) to (c) have been met.

## **9. Point of Connection Acceptance**

- 9.1 The Connection Provider may only submit a POC Acceptance Notice for a Proposed Connection to WPD via CIRT (or any other method that WPD may agree from time to time):
- (a) during the POC Acceptance Period; and
  - (b) if a POC Issue Notice has been submitted in accordance with clause 8; and
  - (c) if it (i) has not received a Notice of Interactivity from WPD in relation to the Proposed Connection and/or (ii) is not otherwise prohibited from issuing a POC Acceptance Notice in accordance with this Determination of POC EOC Agreement.
- 9.2 The Connection Provider shall submit a POC Acceptance Notice to WPD on each occasion that it requires WPD to Commit any Required Capacity on the Distribution System in relation to a Proposed Connection in accordance with this Determination of POC EOC Agreement and any applicable Standard Technique(s). Each POC Acceptance Notice shall be subject to the POC Terms and Conditions.
- 9.3 Provided that the Connection Provider can demonstrate to WPD (acting in its sole discretion) that all of the conditions set out in clause 9.1(a) to (c) have been met, WPD shall issue a Confirmation of Capacity Notice to the Connection Provider within 5 Working Days of receipt of the POC Acceptance Notice, Committing the Required Capacity.

## **10. Interactive Connections**

- 10.1 If a Proposed Connection becomes Interactive:
- (a) WPD shall issue a Notice of Interactivity to the Connection Provider specifying:
    - (i) that the Proposed Connection has become Interactive;
    - (ii) the Connection Provider's position in the Interactive Queue;

- (iii) the methods for submitting an Interactive Acceptance Notice in relation to the Interactive Proposed Connection (as set out in the Interactivity Process for Self-Determination of POC Guidance); and
    - (iv) the dates of the Moratorium Period;
  - (b) the Connection Provider's right to submit an Interactive Acceptance Notice in relation to the Interactive Proposed Connection is suspended until the 9:00am on the first Working Day following the end of the Moratorium Period;
  - (c) any Interactive Acceptance Notice received by WPD prior to the end of the Moratorium Period will be deemed to have been received at 9am on the first Working Day following the end of the Moratorium Period;
  - (d) following the Moratorium Period, any Interactive Acceptance Notice received after 5:00pm will be deemed to have been received at 9:00am on the following Working Day;
  - (e) the Connection Provider's position in the Interactive Queue shall be determined by its POC Determination Date;
  - (f) the Required Capacity will be Committed for the Affected Party in the Interactive Queue whose Interactive Acceptance Notice is received first by WPD following the end of the Moratorium Period; and
  - (g) if more than one Interactive Acceptance Notice is received by WPD on any given day, WPD shall Commit the Required Capacity for the Affected Party with Priority in the Interactive Queue.
- 10.2 The Notice of Interactivity shall specify the methods by which a Connection Provider may submit an Interactive Acceptance Notice for the Proposed Connection. If the Notice of Interactivity does not specify that the Interactive Acceptance Notice can be submitted via CIRT, any purported submission by the ICP of an Interactive Acceptance Notice via CIRT shall be deemed to not be valid.
- 10.3 WPD shall Commit the Required Capacity for the Connection Provider in relation to an Interactive Proposed Connection if:
- (a) the Connection Provider submits an Interactive Acceptance Notice (which shall be subject to the POC Terms and Conditions) in accordance with clause 10.1; and
  - (b) WPD does not receive an Interactive Acceptance Notice from an Affected Party with Priority in the Interactive Queue before it receives the Interactive Acceptance Notice from the Connection Provider.
- 10.4 If WPD Commits the Required Capacity in accordance with clause 10.3, it shall issue a Confirmation of Capacity Notice to the Connection Provider in relation to the Interactive Proposed Connection.

- 10.5 If WPD Commits the Required Capacity for an Affected Party in the Interactive Queue other than the Connection Provider:
- (a) WPD shall provide written notice to the Connection Provider that the Required Capacity for the Proposed Connection will not be Committed; and
  - (b) if the Connection Provider still requires WPD to Allocate or Commit the Required Capacity for the Proposed Connection, then clause 6 shall apply.

## **11. Commitment of Capacity and Site Specific Agreement**

Where WPD has issued a Confirmation of Capacity Notice in accordance with clauses 9 or 10, the Connection Provider shall enter into a Site Specific Agreement with WPD in relation to the Proposed Connection as soon as practicable after the Confirmation of Capacity Notice is issued. The Site Specific Agreement shall contain a programme of works for the Contestable Connection Works which includes key milestones and dates for achievement of such milestones which shall, as a minimum, include dates for commencement and completion of the Contestable Connection Works (the "Programme of Works"). The Connection Provider may not commence the Contestable Connection Works until a Site Specific Agreement has been entered into.

## **12. Defects and Liability**

- 12.1 Without prejudice to clause 21 of the Framework Agreement and associated definitions in relation to Contestable Connection Works, if any POC Defect becomes apparent at any time until the end of the POC Defect Correction Period, WPD will notify the Connection Provider in writing as soon as practicable and may in its absolute discretion elect:
- (a) to issue a notice to the Connection Provider to rectify the POC Defect at no cost to WPD; or
  - (b) to rectify the POC Defect itself.
- 12.2 The Connection Provider shall indemnify WPD against all costs incurred or suffered by WPD in remedying any POC Defect in connection with the Determination of POC discovered at any time until the end of the Defects Correction Period, unless such POC Defect arises directly as a result of any breach by WPD of this Determination of POC EOC Agreement.
- 12.3 WPD shall be entitled to charge the Connection Provider for the costs of any inspection carried out by WPD in respect of the Determination of POC by the Connection Provider which reveals any POC Defect, and for any subsequent inspection that may be required in order to verify that any POC Defects have been remedied.
- 12.4 Subject to Clause 23.6 of the Framework Agreement, and without prejudice to any other rights or remedies of WPD under this Determination of POC EOC Agreement the Connection Provider shall indemnify WPD and keep WPD indemnified fully and on demand against all claims, demands, actions, proceedings, damages, liabilities,



losses, costs (including all associated legal costs), expenses and fines which are attributable to any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Connection Provider made or brought against or incurred or suffered by WPD arising out of or in connection with:

- (a) the carrying out or the purported carrying out of the Determination of POC;
- (b) any claim by a Regulatory Body due to any default by the Connection Provider arising from or in connection with the Determination of POC; or
- (c) any breach by the Connection Provider of clauses 15, 16 and 17.

12.5 WPD shall have no liability whatsoever, arising in contract, tort (including negligence) or breach of statutory duty, and the Connection Provider shall indemnify WPD and keep WPD indemnified fully and on demand against all claims, demands, actions, proceedings, damages, liabilities, losses, costs (including all associated legal costs) expenses and fines which are attributable to any act, omission, default, delay, negligence or breach of statutory duty made or brought against or suffered by WPD arising out of or in connection with:

- (a) any defect, malfunction or otherwise in the Customer's Installation or any other works carried out by or on behalf of the Customer or the Connection Provider in respect of a Proposed Connection;
- (b) any defects in the Contestable Connection Works and/or the Distribution System which are as a result of the Customer's Installation or any other works carried out by or on behalf of the Customer or the Connection Provider in respect of a Proposed Connection.

12.6 The provisions of this clause 12 shall survive termination.

### **13. Termination**

13.1 Without prejudice to any right or remedy either party may have against the other for breach or non-performance of this Determination of POC EOC Agreement, either party may, with immediate effect by notice in writing to the other, terminate this Determination of POC EOC Agreement on or at any time after the happening of any of the following events:

- (a) the Connection Provider fails in any material respect to conform or comply with any of its obligations under this Determination of POC EOC Agreement, and (if such failure is capable of remedy) it is not remedied to the reasonable satisfaction of WPD within 30 days of the Connection Provider receiving notice from WPD of the occurrence thereof and requiring the same to be remedied;
- (b) on the occurrence of any one or more of the events set out in sub-clauses 33.3(b) to 33.3(h) of the Framework Agreement;
- (c) on the party for any reason whatsoever being substantially prevented from performing or becoming unable to perform its obligations.

- 13.2 WPD may by notice in writing immediately terminate this Determination of POC EOC Agreement if:
- (a) any event occurs, or circumstances arise which, in the reasonable opinion of WPD, make it no longer commercially desirable for WPD to continue with the Determination of POC EOC Agreement; or
  - (b) WPD consider termination necessary due to any change in legislation or the conditions of WPD's distribution licence granted pursuant to Section 6(1) (c) of the Act or any other legislative requirements.
- 13.3 Without prejudice to clauses 13.1 and 13.2, WPD may by notice in writing immediately terminate this Determination of POC EOC Agreement or suspend the licence granted under this Determination of POC EOC Agreement at any time:
- (a) if required to do so by Ofgem;
  - (b) if WPD reasonably believes there are no longer valid reasons for the Connection Provider's continued access to the Data; or
  - (c) if the Connection Provider commits any act which brings any company in the WPD Group into disrepute or which in WPD's reasonable opinion is prejudicial to its interests.

#### **14. Consequences of termination**

- 14.1 All rights and obligations of the parties shall cease to have effect immediately upon termination of this Determination of POC EOC Agreement except that termination shall not affect:
- (a) the accrued rights and obligations of the parties at the date of termination; and
  - (b) the continued existence and the validity of the rights and obligations of the parties which are expressly or impliedly to survive termination.
- 14.2 Where this Determination of POC EOC Agreement expires or terminates for any reason it shall no longer be deemed incorporated into the Framework Agreement.

#### **15. Data Intellectual Property Ownership**

- 15.1 The Connection Provider acknowledges that:
- (a) all Intellectual Property Rights in the Data shall at all times remain the property of WPD or its licensors;
  - (b) no licence or any proprietary right in the Data shall be granted to the Connection Provider other than as expressly set out in this Determination of POC EOC Agreement for the Permitted Use; and

- (c) WPD or its licensors has or have made and will continue to make substantial investment in the obtaining, verification, selection, co-ordination, development, presentation and supply of the Data.
- 15.2 The Connection Provider assigns to WPD, and shall assign to it, with full title guarantee all Intellectual Property Rights in any development of the Data it may create (including the POC Design), except in the Derived Data, by way of future assignment.
- 15.3 The Intellectual Property Rights assigned to WPD under clause 15.2 shall be deemed to be included in the licence granted under clause 4 from the date when such rights arise.
- 15.4 The Connection Provider hereby grants to WPD an irrevocable, non-exclusive, perpetual and royalty-free licence to use the Derived Data.
- 15.5 The Connection Provider shall execute such documents and take such steps as WPD may reasonably require to fulfil the provisions of this clause.
- 15.6 The provisions of this clause 15 are without prejudice to any provisions in the Framework Agreement in relation to Intellectual Property Rights (as that term is defined in the Framework Agreement) other than in respect of Data, including clauses 7.2 and 27 of the Framework Agreement.
- 15.7 The provisions of this clause 15 shall survive termination.

## **16 Data Protection**

- 16.1 To the extent that the Data contains Personal Data, the parties shall comply in all respects with the Data Protection Legislation and in particular the Connection Provider shall:
  - (a) only use such Personal Data to the extent and in such manner as is permitted under this Determination of POC EOC Agreement or the instructions of WPD having regard to the provisions of the Data Protection Legislation, or as is otherwise required by law;
  - (b) not transfer such Personal Data to any organisation or location situated outside of the European Economic Area, without the express prior written consent of WPD, such consent may be subject to and given on terms as WPD may in its absolute discretion prescribe, including an obligation to implement model data transfer clauses;
  - (c) not in the use of such Personal Data cause WPD to breach any of its obligations under the Data Protection Legislation;
  - (d) co-operate with WPD to meet the requirements of any Data Subject access request received from a Data Subject; and
  - (e) not contact any individual identified by the Data via any means on behalf of or in relation to WPD and shall not procure any third party to do so on its behalf.

16.2 The provisions of this clause 15 shall survive termination.

## **17. Audit**

17.1 The Connection Provider shall permit WPD to carry out an audit to verify that the Connection Provider is complying with this Determination of POC EOC Agreement in relation to its use of the Data on condition that WPD:

- (a) gives reasonable notice of any such audit and conducts such audit during normal working hours;
- (b) observes the Connection Provider's security and confidentiality procedures in relation to the protection of confidential information concerning any clients or customers of the Connection Provider;
- (c) complies with the Connection Provider's reasonable regulations governing security and health and safety as have been notified to it in advance; and
- (d) takes reasonable steps to minimise disruption to the Connection Provider's business or activities during such audit.

## **18. No Warranty**

18.1 All warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

18.2 Without limiting the effect of clause 18.1 and notwithstanding any other provision of this Determination of POC EOC Agreement, WPD does not warrant that the Data is accurate, complete, reliable, useful, fit for purpose or timely.

## **19. Costs and expenses**

Each party shall bear its own costs and expenses incurred in the preparation, execution and implementation of this Determination of POC EOC Agreement.

## **20. Entire Agreement**

Following the Determination of POC EOC Commencement Date the entire agreement clause in the Framework Agreement shall be deemed (without affecting any previously agreed variations which are still in force) to be varied for the duration of this Determination of POC EOC Agreement to include reference to this Determination of POC EOC Agreement forming part of the Framework Agreement. For the duration of this Determination of POC EOC Agreement this Determination of POC EOC Agreement shall be read and construed together with the Framework Agreement. In the event of any conflict between this Determination of POC EOC Agreement and the Framework Agreement, the terms of this Determination of POC EOC Agreement shall prevail over the conflicting terms of the Framework Agreement solely in respect of the subject matter of this Determination of POC EOC Agreement.

**This Determination of POC EOC Agreement** has been signed on the date stated as the "Date of this Agreement" on page 1 of this Determination of POC EOC Agreement.

SIGNED BY

Signature.....

Print Name.....

Designation.....

For and on behalf of [*name of Connection Provider*]

SIGNED BY

Signature.....

Print Name.....

Designation.....

For and on behalf of Western Power Distribution [**(South West)/(South Wales)/(East Midlands)/(West Midlands)**]\*) plc (company number: **02366894/02366985/ 02366923/03600574**\*) whose registered office is at Avonbank, Feeder Rd, Bristol BS2 0TB (“WPD”)

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\* *delete as appropriate*

\* *delete as appropriate*

## Appendix 1

### WPD

#### Terms and Conditions for Point of Connection (the "Conditions")

##### 1. Definitions

1.1 All words and expressions defined in the Framework Network Access and Adoption Agreement and the Determination of POC EOC Agreement (if any) shall, unless the context otherwise requires, have the same meanings in these Conditions.

##### 2. Framework Network Access and Adoption Agreement and the Determination of POC EOC Agreement

2.1 These Conditions are in addition to the terms of the Framework Network Access and Adoption Agreement and the Determination of POC EOC Agreement which will also apply in respect each Proposed Connection.

##### 3. Commitment of Capacity

3.1 If the Connection Provider requires WPD to Commit Capacity on the Distribution Network in relation to a Proposed Connection, it shall follow the notification procedure set out in the Determination of POC EOC Agreement.

3.2 Subject to clause 3.3, WPD shall continue to hold the Committed Capacity Specified in the Confirmation of Capacity Notice for the benefit of the Connection Provider.

3.3 WPD shall be under no obligation to continue to hold the Committed Capacity for the benefit of the Connection Provider if any of the following apply:

(a) if any of the CP's Consents have not been obtained within six (6) months of the date of the date of the Confirmation of Capacity Notice;

(b) if the Connection Provider has not entered into a Site Specific Agreement with WPD in relation to the Proposed Connection within 35 Working Days of WPD issuing the Confirmation of Capacity Notice;

(c) if any of the milestones set out in the Programme of Works or any other programme of works agreed with WPD and identified as key (which shall be deemed to include the commencement and completion of the Contestable Connection Works) have not been achieved by required date, other than as a consequence of any act or omission on the part of WPD, its agents or sub-contractors or a Distribution System emergency. If no Programme of Works has been included in the Site Specific Agreement or if no programme of works has otherwise been agreed (including where no Site Specific Agreement has yet been entered into) the following shall be deemed to be incorporated:

(i) Contestable Connection Works to have commenced within six (6) months of the date of the Confirmation of Capacity Notice; and

(ii) the Contestable Connection Works to have been completed within twelve (12) months of the date of the Confirmation of Capacity Notice;

2.4 If any of the conditions set out in clause 3.3 (a) to (c) above apply, WPD may on notice to the Connection Provider revoke the Committed Capacity specified in the Confirmation of Capacity notice for the benefit of IDNOs, other ICPs and customers of WPD.

##### 3. Safety

3.1 Any work in the vicinity of WPD equipment must be carried out in a safe manner, including, as a minimum, compliance with the relevant Health and Safety Executive Guidance Notes available from HMSO. In particular:

suppliers please call WPD on (01208) 892288.)

(a) GS6 Avoidance of danger from overhead electric lines.

(b) HS(G)47 Avoiding danger from underground cables.

3.2 As part of the planning process and before commencement of any site works (including the Contestable Connection Works) the Connection Provider shall contact WPD's Map Response Team to ascertain the location of any existing WPD apparatus on or in close proximity to the site and to take the necessary precautions to avoid possible danger from that apparatus. The WPD Map Response Team can be contacted on 0121 623 9780 or by email:

WPDMapResponse@westernpower.co.uk

#### **4. Metering and Supply Arrangements**

4.1 The Connection Provider shall arrange for the appointed meter operator to provide a meter to a property on a designated site before the agreed electricity supply commences.

4.2 The Connection Provider shall install and maintain a flush single phase meter cabinet to WPD specification, into the structure of each dwelling at the agreed position. The cabinet will only house the service termination and metering equipment. The bottom edge of the cabinet must be between 500mm and 1000mm from ground level. The tails for connection to the meter must enter from the lower right hand side of each cabinet, and holes must not be made in the top or back for any purpose. The WPD service cable will enter the bottom of the cabinet through a surface mounted pre-formed hockey stick therefore no gas, water or telecom termination equipment must be installed directly below it. A drawing showing the installation arrangement is available from WPD on request.

4.3 Before the Customer can take a supply of electricity through the new connection the Connection Provider must ensure an electricity supplier is appointed and has registered in accordance with electricity trading arrangements. (For a list of licensed

4.4 Where required, WPD will provide the Connection Provider within 10 Working Days of the date of the Confirmation of Capacity Notice with a Supply Number for every electricity connection that was specified in the Confirmation of Capacity Notice.

#### **5. Earthing Arrangements**

The Connection Provider is responsible for providing and maintaining adequate arrangements for earthing the Customer's Installation and WPD shall not be responsible for any such arrangements except in so far as any applicable regulations may place certain responsibilities on WPD and subject thereto the Customer's use of an earth terminal provided by WPD shall be at the customer's own risk. No earth terminal will be provided by WPD for a temporary connection and the installer should provide an RCD.

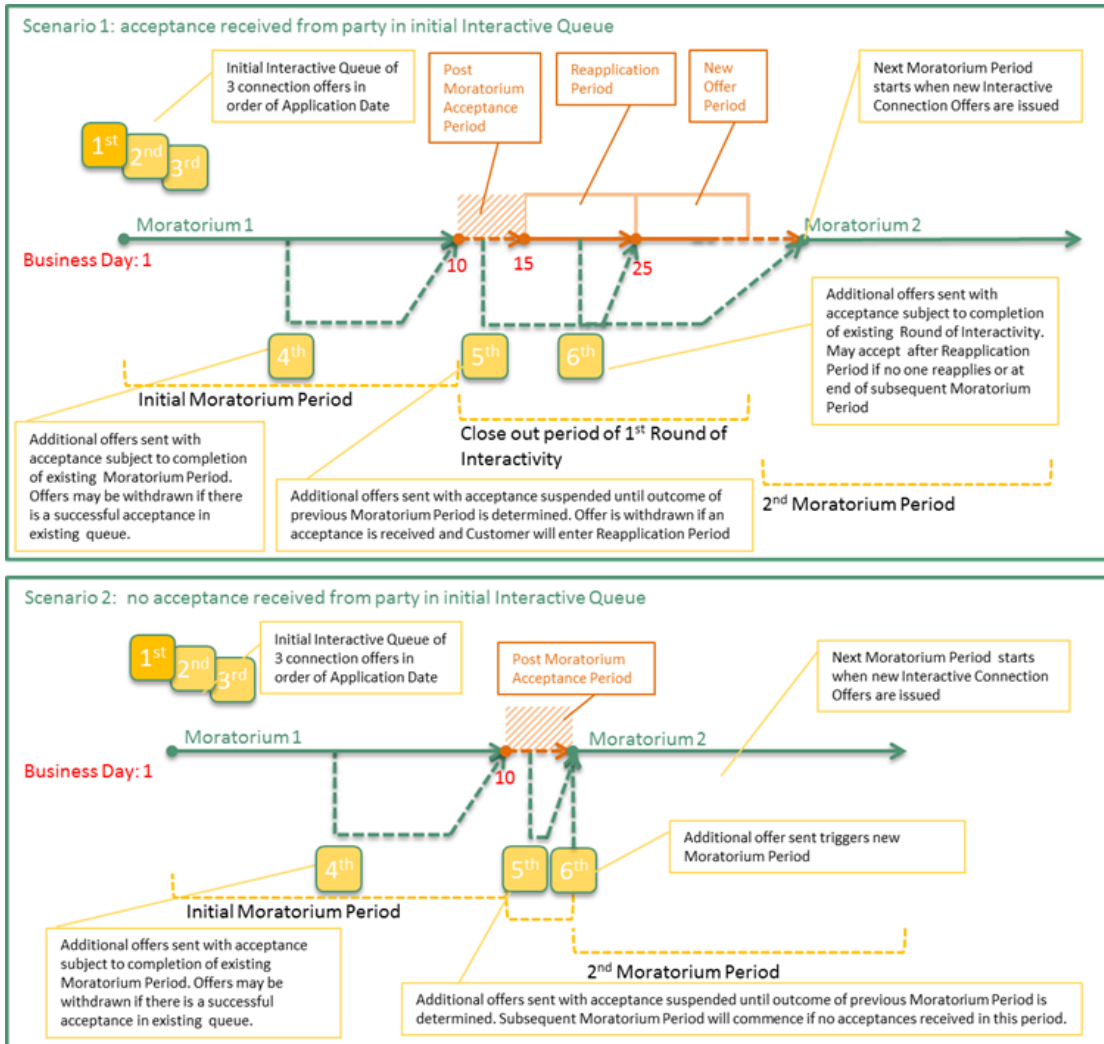
#### **6. Energisation of the Contestable Connection Works**

6.1 WPD shall be under no obligation to Energise or permit the Connection Provider to Energise the Contestable Connection Works until the Connection Provider can demonstrate to WPD's reasonable satisfaction that any building or other works (including without limitation the Customer's Installation) in respect of the Proposed Connection have been completed and/or installed in such a way as to comply with any Applicable Legislation, including (where relevant) the Electricity Safety, Quality and Continuity Regulations 2002, and will not cause danger or damage to, or undue interference with, the Distribution System or the electricity supply to a third party.

Appendix 2

# Interactivity Process for Self-Determination of POC

The process below extends the existing WPD interactive connection applications process, which establishes a set of rules for dealing with multiple connection applications that make use of the same part of WPD's network, to include connection schemes where an ICP has elected to carry out self-determination of POC via CIRT. It should be read in conjunction with the Determination of POC EOC Agreement.





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### Interactive Connection Applications

1. There are occasions where two or more Proposed Connections, either applied for directly by Customers via the "traditional route" or by ICP's via CIRT, may make use of the same part of the Distribution System. These may become "Interactive Proposed Connections".
2. The interactivity process for an ICP undertaking Self-Determination of POC via CIRT will be as described below. The following definitions are used in this Section.

<b>Affected Parties</b>	as defined in section 1.2 of the Determination of the POC EOC Agreement.
<b>Application Date</b>	as defined in section 1.2 of the Determination of the POC EOC Agreement.
<b>Business Day</b>	means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971 and will be from 9:00am to 5:00pm (GMT or BST as applicable).
<b>CIRT</b>	as defined in section 1.2 of the Determination of the POC EOC Agreement.
<b>Commit Committed/ Committing Capacity</b> /	as defined in section 1.2 of the Determination of the POC EOC Agreement.
<b>Committed Network</b>	means assets that are not yet installed and commissioned on our Distribution System, but which are planned to be so as a result of other accepted Proposed Connections.
<b>Confirmation of Capacity Notice</b>	as defined in section 1.2 of the Determination of the POC EOC Agreement.
<b>Connection Offer</b>	as defined in section 1.2 of the Determination of the POC EOC Agreement.
<b>Customer</b>	as defined in section 1.2 of the Determination of the POC EOC Agreement.
<b>Determination of POC</b>	as defined in section 1.2 of the Determination of the POC EOC Agreement.
<b>Distribution System</b>	the system (as defined in WPD's distribution licence) consisting (wholly or mainly) of electric lines owned or operated by us and used for the distribution of electricity.
<b>Existing Network</b>	means our currently installed and commissioned Distribution System.
<b>ICP</b>	as defined in section 1.2 of the Determination of the POC EOC Agreement.
<b>Interactive Acceptance Notice</b>	as defined in section 1.2 of the Determination of the POC EOC Agreement.
<b>Interactive Connection Offers</b>	are Connection Offers made in respect of Interactive Proposed Connections.

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<b>Interactive Proposed Connections</b>	arise where WPD receive two or more applications for connection or POC Issue Notices which make use of the same part of the Existing Network or Committed Network or otherwise have a material operational effect on that network such that there is or would be a material impact on the terms and conditions of any Connection Offer made in respect of such connections.
<b>Interactive Queue</b>	the queue of Affected Parties whose Proposed Connections have become Interactive Proposed Connections.
<b>Legacy Date</b>	The original Application Date or POC Determination Date of an Unsuccessful Applicant that may be retained and carried forward by the Unsuccessful Applicant if they apply for a new Connection Offer for the Required Capacity during the Reapplication Period, that will be used to determine their relative position in any subsequent Interactive Queue(s) in which they become an Affected Party.
<b>Moratorium Period</b>	a period of 10 Business Days.
<b>New Offer Period</b>	The period after the Reapplication Period where we will assess the Existing Network and Committed Network and issue new Connection Offers to any Unsuccessful Applicants who re-applied during the Reapplication Period.
<b>Non-Contestable Determination of POC</b>	as defined in section 1.2 of the Determination of the POC EOC Agreement.
<b>Notice of Interactivity</b>	a notice issued by us in accordance with paragraph 4.
<b>POC Determination Date</b>	as defined in section 1.2 of the Determination of the POC EOC Agreement.
<b>POC Issue Notice</b>	as defined in section 1.2 of the Determination of the POC EOC Agreement.
<b>Post Moratorium Acceptance Period</b>	a period of 5 Business Days following the end of the Moratorium Period.
<b>Proposed Connection</b>	a connection requested by an ICP via the CIRT process or by a Customer via the traditional application process.
<b>Reapplication Period</b>	A period of 10 Business Days following valid acceptance of a Proposed Connection during which any Unsuccessful Applicant can reapply for a new Connection Offer and can retain their Legacy Date as the basis for determining their relative position in any subsequent Interactive Queue(s) in which they become an Affected Party.
<b>Required Capacity</b>	as defined in section 1.2 of the Determination of POC EOC Agreement.

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<b>Round of Interactivity</b>	a Moratorium Period and the corresponding Post Moratorium Acceptance Period, Reapplication Period and, where one or more Unsuccessful Applicants have reapplied for a new Connection Offer during the Reapplication Period, the New Offer Period.
<b>Successful Applicant(s)</b>	the Affected Party or Affected Parties who have accepted their Interactive Connection Offer(s) in accordance with paragraphs 7 and 8.
<b>Unsuccessful Applicant(s)</b>	The Affected Party or Affected Parties in an Interactive Queue who are not Successful Applicants.

3. **Interactive Proposed Connections.** If WPD determines that Committing the Required Capacity for a Proposed Connection would affect the terms of any Connection Offers issued in relation to other Proposed Connections, the Proposed Connection shall be deemed to be an Interactive Proposed Connection.
4. **Notice of Interactivity.** When WPD becomes aware that a Proposed Connection has become an Interactive Proposed Connection, it will issue a “Notice of Interactivity” to the ICP who submitted the POC Issue Notice for the Interactive Proposed Connection. The Notice of Interactivity shall:
  - Specify that the Proposed Connection has become an Interactive Proposed Connection;
  - State the ICP's position in the Interactive Queue (determined by its POC Determination Date);
  - Explain the method for submitting an Interactive Acceptance Notice in relation to the Interactive Proposed Connection;
  - Provide the dates of the Moratorium Period; and
  - State that the ICP's right to submit an Interactive Acceptance Notice in relation to the Interactive Proposed Connection is suspended until 9:00am on the next Business Day following the end of the Moratorium Period.
5. **The Interactive Queue.** The Interactive Queue shall be comprised of the Affected Parties and an Affected Party's position in the Interactive Queue will be determined by its Application Date, Legacy Date or POC Determination Date. The Affected Party with the earliest Application Date, Legacy Date or POC Determination Date will be first, the Affected Party with the next earliest Application Date, Legacy Date or POC Determination Date will be second, and so on. If two or more Affected Parties have the same Application Date, Legacy Date or Determination Date they will be given the same (joint) position in the Interactive Queue.
6. **Submitting an Interactive Acceptance Notice.** The Affected Parties will only be able to accept their Interactive Proposed Connections at the end of the Moratorium Period. Any acceptance of an Interactive Proposed Connection received by WPD prior to the end of the Moratorium Period will be deemed to have been received at 9:00am on the first Business

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Day following the end of Moratorium Period. Following the end of the Moratorium Period, any Interactive Proposed Connection acceptance received after 5:00pm will be deemed to have been received at 9:00am on the following Business Day. The Notice of Interactivity will specify the methods by which an ICP can submit an Interactive Acceptance Notice. If the Notice of Interactivity does not specify that the Interactive Acceptance Notice can be submitted via CIRT, any purported submission by the ICP of an Interactive Acceptance Notice via CIRT shall be deemed to not be valid.

If acceptance of an Interactive Proposed Connection is not received during the Post Moratorium Acceptance Period, each Interactive Proposed Connection in the Interactive Queue will remain open for acceptance until either:

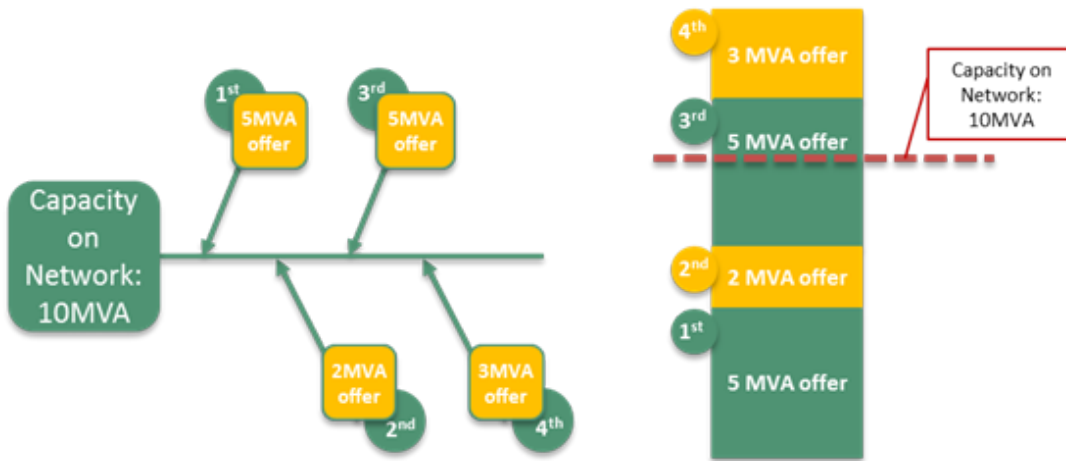
- I. it automatically expires;
- II. a new Affected Party joins the Interactive Queue and a new Round of Interactivity is triggered; or
- III. an Affected Party accepts their Proposed Interactive Connection, all other Affected Parties become Unsuccessful Applicants and a Reapplication Period is triggered in accordance with the process in paragraph 9.

### **7. The Successful Applicant.**

The first acceptance received by WPD following the end of the Moratorium Period shall be valid acceptance and the Affected Party shall be the "Successful Applicant" for that Interactive Queue. If more than one acceptance is received by WPD on any given day, the Affected Party with priority in the Interactive Queue (in accordance with the process in paragraph 5) shall be the "Successful Applicant". If two or more Affected Parties have the same Application Date, Legacy Date or POC Determination Date, and therefore hold the same position in the Interactive Queue, the earliest of such acceptances received by us shall be valid acceptance.

- 8. Multiple Successful Applicants.** The number of Successful Applicants in any given Interactive Queue will depend on the constraint on the network and the capacity available. Where the constraint on the network allows for valid acceptance of more than one Interactive Proposed Connection there may be multiple "Successful Applicants" in that Interactive Queue. After the first Successful Applicant has been determined in accordance with the method in paragraph 7, we will continue to process Interactive Proposed Connection acceptances in the order they are received (or when two or more acceptances are received on the same day, on the basis of priority in the Interactive Queue). If any subsequent acceptance can be processed by us without affecting the terms of the Connection Offer issued in relation to the existing Successful Applicant's Proposed Connection, it shall be valid acceptance and the relevant Affected Party shall be a "Successful Applicant." For the avoidance of doubt, an Interactive Proposed Connection cannot be accepted if the acceptance would displace another Interactive Proposed Connection with priority in the Interactive Queue.

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In the diagram above, if all the acceptances came in on the same day, the 3MVA offer in 4th place could be accommodated onto the 10MVA network capacity with the 1st and 2nd place offers, but the 4th place offer could not be accepted because acceptance would displace the 5MVA offer in 3rd place (which cannot be accommodated onto the network with the 1st and 2nd place offers). Therefore, only the 1st and 2nd place offers will be accepted, and the Affected Parties in 3rd and 4th place will be Unsuccessful Applicants.

**9. The Reapplication Period.**

If an ICP who has undertaken Determination of POC is a Successful Applicant, WPD shall issue a Confirmation of Capacity Notice to the ICP in relation to the Interactive Proposed Connection and shall Commit the Required Capacity.

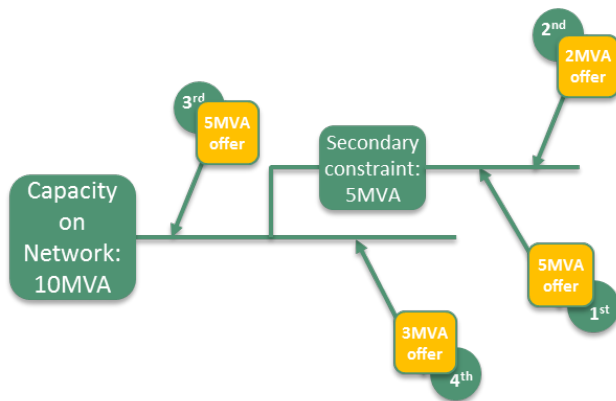
If an ICP who has undertaken Determination of POC is an Unsuccessful Applicant, WPD shall inform the ICP in writing that:

- it is an Unsuccessful Applicant;
- the POC Issue Notice relating to the Proposed Connection is no longer valid;
- the Determination of POC for the Proposed Connection has become Non-Contestable Determination of POC; and
- during the Reapplication Period it may, acting as Customer, submit an application to WPD for a Connection Offer for the Required Capacity and retain its original POC Determination Date as a Legacy Date for the purposes of determining its position in a subsequent Interactive Queue.

**10. The New Offer Period.** Following the Reapplication Period WPD shall as soon as practicable during the New Offer Period issue new Connection Offers to any Unsuccessful Applicants who have applied. If any of these new Connection Offers are or become interactive, a new Round of Interactivity will commence.

**11. Interactive Sub-Queues.** Where an Interactive Queue involves more than one constraint on the Distribution System as per the example below, the order of the Interactive Queue shall be maintained at the highest level of constraint using the Application Date or Legacy Date of each of the Affected Parties.

## DRAFT – SUBJECT TO CONTRACT



In the diagram above there is a secondary constraint on the network such that 1st and 2nd place in the Interactive Queue cannot be accommodated on the network together. If all the Interactive Connection Offer acceptances in this example were received on the same day, only the 1st place Affected Party would be the Successful Applicant, because acceptance of the 3rd place Affected Party (which could be accommodated on the network) would displace the 2nd place party. If the Unsuccessful Applicants wished to continue with their Proposed Connections, they could reapply in accordance with the process in paragraph 9 and a second Round of Interactivity would be triggered.