

Standard Connection Agreement*

General Conditions for Connection of Industrial and Commercial Customers and Generators to the Distribution System also apply.

[GV_NAME_LINE]
[GV_SINGLE_LINE_ADDR_PREM]

Connection Agreement Number: [GV_NOTIFNUM]
Job Number : [GV_NOTIFNUM2]
Planner Group: [GV_DESCRIPTION]

Customer Copy – Important

Please retain this for future reference.

Return Copy – Important

This must be signed and returned with full payment.

*Applying to:

- Customer Connections at Low and Medium Voltage of Maximum Import Capacities 100 kVA and greater (Classes A2, A3, A4)
- Customer Connections at High Voltage (Class B1)
- Embedded Generating Plant (Classes A1, A2, A3, A4, A5, B2, B3 and B4)

Table of Contents

1.0 CONDITIONS APPLICABLE.....	3
2.0 AGREEMENT TO CONNECT	3
3.0 REPRESENTATIONS.....	4
4.0 CONNECTION WORKS	4
5.0 COMMISSIONING AND CONNECTION.....	5
6.0 PROJECT MONITORING AND DELAYS	6
7.0 SECURITY	7
8.0 MODIFICATIONS.....	7
9.0 PROTECTION	9
10.0 DE- ENERGISATION	9
11.0 INSURANCES	9
12.0 ENTIRE AGREEMENT.....	10
13.0 GOVERNING LAW.....	10
14.0 ELECTRICITY SUPPLY ACCOUNT	10
15.0 INTERFACE UNDERTAKING	10
SCHEDULE 1: SITE SPECIFIC DETAILS.....	12
SCHEDULE 2: ADDRESS FOR SERVICES OF NOTICES.....	13
SCHEDULE 3: CONDITIONS PRECEDENT.....	14
SCHEDULE 4: INTERFACE UNDERTAKING	16
APPENDIX 1: UNDERTAKING AND INDEMNITY.....	19
APPENDIX 2: QUOTATION LETTER	20

This Agreement is made

BETWEEN:

(1) **ESB Networks Ltd.**, whose registered office is at Clanwilliam House, Clanwilliam Place, Dublin 2 (hereinafter called the “Company”); and

(2) **[GV_NAME_LINE]** whose registered office is at **[GV_SINGLE_LINE_ADDR]** (hereinafter called the “Customer”).

WHEREAS:

The Customer has applied to the Company for and the Company has agreed to the connection of the Facility to the Distribution System (via the Company’s Connection Equipment) at the Connection Point, subject to the terms and conditions of this Agreement.

IT IS HEREBY AGREED as follows:

1.0 CONDITIONS APPLICABLE

1.1 This Agreement incorporates and includes all of the Schedules and Appendices hereto and the Company’s General Conditions for Connection of Industrial and Commercial Customers and Generators to the Distribution System (hereinafter referred to as the “General Conditions”) and the Quotation Letter with this Agreement. Defined terms used in this Agreement shall bear the meanings given to those terms in the General Conditions.

2.0 AGREEMENT TO CONNECT

2.1 Subject to the terms and conditions of this Agreement the Company agrees to the Facility being connected and remaining connected to the Distribution System at the Connection Point and the Company’s Connection Equipment and the Customer’s Equipment remaining Energised from the Connection Agreement Effective Date of the Facility for the duration of the Agreement. Site specific details of the Customer’s connection are set out in Schedule 1.

2.2 This Agreement (other than this Clause 2.0) is in all respects conditional upon and subject to the conditions set out in Schedule 3, Section 1. Conditions precedent to operation are set out in Schedule 3, Section 2.

2.3 When the conditions specified in **Clause 2.2** have been met, or waived by the Company (acting reasonably), the Company shall notify the Customer. If at any time after connection there ceases to be in effect a Supply Agreement or where applicable, a TUoS Agreement, the Company may terminate this Agreement by notice in writing to the Customer. The Customer shall immediately pay to the Company the amount calculated in accordance with **Clause 17.0** of the General Conditions and the Company shall have no liability to the Customer arising from such termination.

3.0 REPRESENTATIONS

- 3.1 Both Parties represent and warrant to the other on an ongoing basis throughout the Term that they have 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 that Party is a party or any judgement, order, statute, or regulation which is applicable to that Party.

4.0 CONNECTION WORKS

[Only applicable if new connection or extension]

- 4.1 Each Party will carry out their own respective Connection Works in accordance with this **Clause 4.0, and the Quotation Letter**. For the avoidance of doubt, the Customer's Connection Works shall include the Terminal Sub-Station (if applicable) at no cost to the Company.
- 4.2 The Company shall prepare and provide the following specifications to the Customer:
- 4.2.1 the civil works, electrical and building services specification for the Terminal Sub-Station building and compound (if applicable) including services ("Terminal Sub-Station Works");
- 4.2.2 the requirements and design for any equipment to be provided by the Customer under this Agreement which is not already specified in the Distribution Code or the documents listed in the Annexe "Supplementary Publications" of the Distribution Code, such requirements to be reasonably consistent with the Distribution Code and Good Industry Practice.
- 4.3 Each Party shall, immediately following satisfaction of the conditions precedent to the Agreement set out in Schedule 3, use its reasonable endeavours to obtain (and maintain) all such Consents as shall be necessary to enable their respective Connection Works to be completed. Any costs or reasonable expenses incurred by the Company in obtaining such Consents or meeting any conditions attached to such Consents shall be for the account of the Customer (in addition to the Connection Charges set out in the Quotation Letter) who shall, on receipt of the Company's invoice in respect of such costs and/or expenses, pay to the Company the amount of the invoice in accordance with the payment provisions contained in **Clause 3.0** of the General Conditions (and, for the avoidance of doubt, regardless of whether the Company's Connection Works are or can be completed and/or whether Energisation has occurred or can occur). The Company (acting in accordance with Good Industry Practice) shall incur only such costs and/or expenses as are reasonably necessary in the circumstances.
- 4.4 The Customer acknowledges that the Company has quoted the costs of the Company's Connection Works to the Customer based on the assumptions set out in the Quotation Letter ("the Assumptions"). If at any time prior to completion of the Connection Works, the Company reasonably determines that any Assumption has not been, or is unlikely to be, met (for whatever reason) then without prejudice to the rights under **Clause 4.3**:
- 4.4.1.1 the Parties shall meet as soon as reasonably practicable to discuss alternative options available and the costs and expenses thereof;

- 4.4.1.2 and the Company shall prepare and submit to the Customer a revised Quotation Letter containing an alternative proposal which it is reasonably anticipated, will enable the Assumptions to be met, and/or the required Consents to be obtained but which is not, in the opinion of the Company (acting reasonably), likely to have adverse long term financial or technical implications for the Company.
- 4.4.2 If the Customer notifies the Company within twenty (20) Business Days of receiving the Company's proposal that it is agreeable to the proposal then the Quotation Letter shall be deemed to be replaced with the revised Quotation Letter and the details in Schedule 1 shall (to the extent necessary) be deemed to be amended in accordance with that revised Quotation Letter and the provisions of this **Clause 4.0** shall apply mutatis mutandis to such alternative proposal.
- 4.5 The Customer agrees to grant to the ESB at the Company's request, for a nominal amount of one Euro (€1), a freehold interest or if the Customer does not own the freehold, a leasehold interest for a period of not less than one hundred (100) years in the Terminal Sub-Station, such conveyance to include a specific right of way for all purposes from an adequate public road to the Terminal Sub-Station and to be completed by the Terminal Sub-Station Works Completion Date as agreed and as set out in the Undertaking and Indemnity Clauses in Appendix 1.
- 4.6 All of the Company's Connection Equipment provided (or which the Company procures the provision of) under this Agreement shall be the property of the ESB. The Customer hereby acknowledges that the said Connection Equipment and the Terminal Sub-Station shall form part of the Distribution System and may be used, without cost to the Customer, as part of the connection arrangements to other persons who are, or wish to become, the Company's customers. Should there be a reduction in connection charges to the new customer as a result, a refund to the Customer may apply under the Company's refund policy.

5.0 COMMISSIONING AND CONNECTION

- 5.1 Commissioning Tests are set out in the applicable document listed in the Annexe of Supplementary Publications to the Distribution Code.
- 5.2 The Customer shall provide the Company with a Declaration of Fitness as provided under the Distribution Code when the Commissioning Tests have been properly and satisfactorily completed.
- 5.3 The Company shall notify the Customer of the Connection Agreement Effective Date as soon as practicable following receipt of the Declaration of Fitness and in any event within five (5) Business Days .
- 5.4 The Customer shall not at any time prior to the Connection Agreement Effective Date operate the Facility so as to allow the passage of electricity through the Connection Point except for the purposes of carrying out the Commissioning Tests.

6.0 PROJECT MONITORING AND DELAYS

6.1 Both Parties shall monitor their respective Works and regularly update the other Party on progress. Where either Party becomes aware that it is being delayed or will be adversely delayed:

6.1.1. It shall notify the other Party of the delay and the anticipated extent of the delay in writing within two (2) Business Days of becoming aware of the likely delay

6.1.2 The Parties shall agree such later date or dates as may be fair and reasonable in the circumstances. Either Party may refer a dispute between the Parties over what is a fair and reasonable new date to be fixed in the circumstances to a firm of independent engineers appointed by the Parties for determination. Once the new date or dates are fixed (by agreement between the Parties or by determination) the Construction Programme shall be deemed to be amended as appropriate.

6.1.3 Where a delay notified under Clause 6.1.1 is due to any Consent required not being obtained within 18 months of the date specified in the Quotation Letter as the Scheduled Connection Agreement Effective Date, and the Parties fail to agree a new date under Clause 6.1.2, either Party may terminate the Agreement by written notice to the other Party. Neither Party shall have any liability to the other arising from such termination, except where the Party is in breach of any of its obligations under **Clause 4.3** and subject in any event to the limitation of liability provisions.

6.2 On receiving a notice from the Customer of a delay under **Clause 6.1**, the Company shall make all reasonable endeavours to minimise or avoid any increase in costs or additional costs directly resulting from the delay. No charge in respect of such costs will be made to the Customer where the reason for the delay is:

6.2.1 any act, default or omission on the part of the Company or the Company's employees, agents, contractors or sub-contractors;

6.2.2 any Consent required ceasing to be in force, or any condition on such a Consent preventing the Customer from performing its obligations; or

6.2.3 site conditions (including but not limited to geotechnical conditions, any toxic contamination and archaeological finds) at the site for the Terminal Sub-Station to be constructed (including the lands, space, roads and any wayleave required therefor) where the Quotation Letter is based on a site survey carried out by the Company at the Customer's request and expense.

6.2.4 an event of Force Majeure.

In all other cases, the Company shall pass on such costs to the Customer by means of an invoice. The terms contained in **Clause 3.0** of the General Conditions will apply to the invoice.

6.3 Each Party shall, throughout the Term, promptly provide the other Party with such information as that Party, acting reasonably, may require from time to time with respect to their respective Connection Works or Commissioning or otherwise in connection with this Agreement so as to enable the Party requiring the information to meet its obligations under this Agreement.

- 6.4 Within twenty (20) Business Days of the date on which both Parties have obtained the Consents required the Customer shall submit to the Company a line diagram of the Customer's Connection Equipment and thereafter shall submit to the Company as soon as practicable details of any material changes thereto.
- 6.5 Notwithstanding any review by the Company of any information submitted by the Customer, the Customer's obligations under the Agreement shall not be relieved, absolved or otherwise modified and the Company shall have no liability whatsoever in relation to its approval or otherwise of any designs or information submitted to it by the Customer.

7.0 SECURITY

- 7.1 Where in the Company's reasonable opinion a connection asset has a limited life and a low likelihood of re-use leading to a potential requirement for decommissioning and reinstatement, a Bond will be required as security for the payment of the Decommissioning and Reinstatement Charges ("Charges Bond"). The amount of the Charges Bond (if any) is specified in Schedule 1 and the Quotation Letter and subject to the provisions of **Clause 8.0** of the General Conditions.
- 7.2 For generator customers with an MEC greater than 5MW, a bond will be required as security for the Company providing an agreed export capacity to the Customer ("Capacity Bond"). The amount of the bond is specified in the Quotation Letter and is based on the Maximum Export Capacity in Schedule 1 of this agreement and subject to the provisions of **Clause 8.0** of the General Conditions.

8.0 MODIFICATIONS

- 8.1 No replacement, renovation, modification, alteration or construction (including without limitation increased load, disturbing load or installation or modification of generator) of the Facility which, in the reasonable opinion of the Company, will cause the electrical standards at the Customer's Connection Point to breach those in the Distribution Code ("Modification") may be made by or on behalf of the Customer except in accordance with the terms of this **Clause 8.0** and subject always to the provisions of the Distribution Code.
- 8.2 If the Customer wishes to make a Modification it shall complete and submit to the Company a Modification application and shall give to the Company promptly, upon request by the Company, such other information in relation to the Modification as the Company shall reasonably require to consider the application. The Parties shall meet to discuss in good faith the implications of the proposed Modification and the Company shall make a Modification offer to the Customer as soon as reasonably practicable within ninety (90) business days after the date on which the Company receives the Modification application or, if later, ninety (90) business days after the date on which the Company has received all information which the Company has requested, or in either case such longer period as the Company reasonably requires in the circumstances. Please note that in the case of requests for modifications made by developers of generation facilities, certain conditions apply before a modification request can be deemed to be acceptable. These are as set out in the Joint TSO/DSO Group

Processing Approach Pricing Principles Guidelines (as amended from time to time or superseded by subsequent documentation.)

- 8.3 A Modification offer shall include:
- 8.3.1 the Company's assessment of the works in respect of, or the alteration in operation of, the Network which will be needed as a consequence of the Modification;
 - 8.3.2 the Company's assessment of the costs and expenses which will properly be incurred by the Company in effecting those works or making that alteration;
 - 8.3.3 where the Modification proposed by the Customer will, in the reasonable opinion of the Company, cause the electrical standards at the Connection Point of another Network customer (the "Affected Customer") to breach those in the Distribution Code, the Company's assessment of the works and the reasonable costs and expenses of those works in respect of, or alteration in operation of, the Affected Customer's facility (being a facility connected to the Distribution System) (the "AC Facility") needed as a result of the proposed Modification; and
 - 8.3.4 a form of supplemental agreement between the Parties governing the change resulting from the Modification (which will include an obligation by the Customer to pay the costs referred to in this **Clause 8.0**). In the case of the costs and expenses referred to in **Clause 8.3.2** the supplemental agreement will be conditional on those costs and expenses having first been paid by the Customer. The supplemental agreement shall also include an indemnity from the Customer to the Company against all losses, liabilities, costs and expense which the Company may incur as a result of a claim by an Affected Customer against the Company for any works in respect of, or alteration in operation of the AC Facility needed as a result of the proposed Modification arising directly or indirectly as a result of inaccurate or incomplete information provided to the Company by the Customer in respect of the Modification. For the avoidance of doubt the proposed Modification shall not take effect until the Parties have entered into a supplemental agreement which includes the obligations specified in this clause.
- 8.4 The Customer may, within three (3) months of receipt of the Company's Modification offer either accept the Modification offer by signing and returning to the Company the form of supplemental agreement, notify the Company that it rejects the Modification offer (in which case the matter shall be at an end and the proposed Modification cannot take effect) or give notice that the Modification offer is in dispute. If the Customer fails to take any of the steps referred to in this **Clause 8.4** within the three (3) month period referred to then it shall be deemed to have rejected the Modification offer.
- 8.5 Where an application for a Modification by another Distribution System customer ("Other Customer") contains information which clearly indicates that the Modification would cause the electrical standards at the Customer's Connection Point to breach those in the Distribution Code, the Company agrees to include in the agreement it enters into with the Other Customer in respect of the connection of the Other Customer's facility, being a facility connected to the Distribution System, provisions which in respect of the costs

and expenses of the Customer incurred as a consequence of a change to the Other Customer's facility (being a change which would be a Modification under the Agreement if it was one proposed by the Customer and the facility which the Other Customer proposes to change was the Facility) include the requirements of **Clause 8.3** and **Clause 8.4** (mutatis mutandis).

- 8.6 If at the time of making any Modification Offer to the Customer (the "Further Offer") there is either one or more outstanding quotations to connect a new Distribution System customer an outstanding modification offer (the "Existing Offer") which if accepted would affect the terms of the Further Offer, the Company shall at the time of making the Further Offer:
- 8.6.1 inform both the recipient of the Existing Offer and the Customer in writing that there is another offer outstanding which might affect them; and/or
- 8.6.2 be entitled to make the Further Offer conditional upon the Existing Offer not having been or being accepted; and
- 8.6.3 be entitled to vary the terms of the Further Offer if any Existing Offer is accepted first.
- 8.7 The Parties agree that the provisions of **Clause 5.0** shall apply (mutatis mutandis) to any Modification of the Facility or of the Customer's Connection Equipment.

9.0 PROTECTION

- 9.1 The responsibilities of each Party and the procedures to be followed for protection are set out in the Distribution Connection Conditions in the Distribution Code.
- 9.2 The site-specific settings are as set out in Schedule 1. The Customer shall ensure that the Customer's control and protection equipment complies with and continues to comply with these settings.
- 9.3 Any change in settings requested by the Customer shall be the subject of a Modification to the Agreement and must be agreed in writing in advance. Subject to Good Industry Practice, the Company will not unreasonably withhold its agreement to any such Modification.

10.0 DE- ENERGISATION

- 10.1 The Company may De-Energise in accordance with **Clause 9.0** of the General Conditions.

11.0 INSURANCES

- 11.1 The Customer shall effect and maintain throughout the Term Public Liability Insurance with a minimum indemnity limit of €1,270,000 (one million two hundred and seventy thousand Euro). The Customer shall take out and maintain Employers Liability Insurance, where appropriate, with a minimum indemnity limit of €2,000,000 (twelve million Euro). Insurance cover effected pursuant to this clause shall include the jurisdiction of Ireland and an indemnity to the Company.

- 11.2 In accordance with Clause 15 below, the Customer shall ensure that the Public Liability insurance is procured and maintained by it extends to damage suffered by ESB and its officers, employees, agents and contractors.
- 11.3 In additions to obligation under **Clause 11.1** and 11.2 both Parties shall maintain their insurance cover at levels appropriate to Good Industry Practice and in compliance with all applicable laws throughout the Term.

12.0 ENTIRE AGREEMENT

- 12.1 This Agreement (together with all documents referred to herein including without limitation the Distribution Code) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all previous agreements and understandings between the Parties 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.

13.0 GOVERNING LAW

- 13.1 The Agreement shall be interpreted, construed and governed by the laws of Ireland and both parties hereby submit to the exclusive jurisdiction of the Irish courts

14.0 ELECTRICITY SUPPLY ACCOUNT

- 14.1 This Connection Agreement is for a Connection to the Electricity Distribution System only. You will also need to apply for an Electricity Supply Account. For more information and a full list of Electricity Suppliers please visit www.energycustomers.ie.

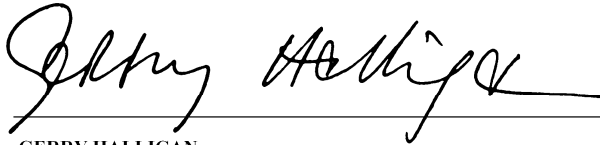
15.0 INTERFACE UNDERTAKING

- 15.1 The Company in accordance with the terms of clause 6 of the Operating Agreement is required to ensure that the Customer gives and maintains an Interface Undertaking to the Company in the form and in accordance with the terms of Schedule 4 of this Agreement. This Interface Undertaking shall be given in favour of the Company and enforceable as a contract by the Company against the Customer for the purposes of ensuring that the legitimate interests of ESB as Distribution System Owner is protected.

IN WITNESS WHEREOF the hands of the duly authorised representatives of the Parties hereto on the date first above written

ESB NETWORKS LTD

By:



GERRY HALLIGAN
Manager Commercial&Customer

In the presence of:



PAUL O'BRIEN

Date: [GV_ISSUE_DATE]

[GV_NAME_LINE]

By: _____

Block Capitals:

Position Held: _____

In the presence of: _____

Block Capitals:

Date: _____

For wind based generation applicants only: This Agreement is for Physical Access to the Distribution System on a **Firm** Basis. Please indicate (tick the relevant box) if you wish to avail of Non-Firm Physical Access to the Transmission System (see clause 14.0 Quotation Letter)

FIRM Distribution and FIRM Transmission access: []

FIRM Distribution and NON-FIRM Transmission access: []

Signed: _____

SCHEDULE 1: SITE SPECIFIC DETAILS

1. Customer Details:

Customer Name: [GV_NAME_LINE]

Site Address: [GV_ADDRESS_LINE1]
[GV_ADDRESS_LINE2]
[GV_ADDRESS_LINE3]

Contact Name/Authorised Operator: [GV_TECH_CONTACT]

Contact Phone No: [GV_TECH_PHONE]

2. Connection Agreement Number: [GV_NOTIFNUM2]

3. Meter Point Details:

Meter Point Reference Number: [GV_MPRN]

Metering Configuration Code: [GV_MCCODE]

DUoS Group: [GV_DUOS_GROUP]

4. Connection Details:

Maximum Import Capacity(kVA): [GV_MIC_KVA]

Maximum Export Capacity(kVA): [GV_MEC_KVA]

Characteristics of Connection:

Phase Rotation: [GV_PHASE_ROT]

No. of Phases: [GV_PHASE]

Connection Voltage(V): [GV_VOLTAGE]

Frequency(Hz): 50Hz

Minimum Equipment Short Circuit Rating(kA)⁺: [GV_SCL_MIN]

Normal Short Circuit Level(MVA)[#]: [GV_SCL_NORM]

(at Connection Point)

Special Requirements: [Z018]

5. Protection Settings: [Z007]

6. Terminal Sub-Station – Interest Required: [GV_SUB_INTEREST]

7. Charges Bond: € [GV_AMC_TOT]

8. Capacity Bond: € [CAP BOND]

⁺ Refer to Conditions Governing Connection to the Distribution System – available on our website: www.esb.ie/esbnetworks.

[#] This is the current Short Circuit Level calculated under normal feeding arrangements.

SCHEDULE 2: ADDRESS FOR SERVICES OF NOTICES

1. **The Company Details:**

ESB Networks Ltd.

Clanwilliam House, Clanwilliam Place,

Dublin 2

(a) For the attention of the Company Secretary

2. **The Customer's Details:**

[GV_NAME_LINE]

[GV_SINGLE_LINE_ADDR]

(a) For the attention of _____

(b) For the attention of _____

SCHEDULE 3: CONDITIONS PRECEDENT

The Parties acknowledge that these conditions precedent have been inserted for the benefit of the Company.

1. Company's Conditions Precedent to Agreement:

Notwithstanding anything in this Agreement to the contrary, this Agreement (other than Clause 2.0) is in all respects conditional upon and subject to the Company being satisfied that:

- 1.1 any Charges, or other monies, due to be paid by the Customer on execution of the Agreement have been paid; and
- 1.2 a map (if required by the Company) has been provided showing the Terminal Sub-Station, including a specific right of way from the public road to the Terminal Sub-Station, the Facility and the Customer's Premises; and
- 1.3 the Security (if required by the Company as at the date of the Agreement) have been granted in accordance with the requirements in Clause 7.0;
- 1.4 the Customer has complied with the pre-conditions for acceptance of the Company's offer of terms identified in the Quotation Letter.

2. Conditions Precedent to Operation:

Notwithstanding anything in this Agreement to the contrary, and without limiting any other obligations of the Customer, the Customer shall not have the right under this Agreement to require that the Company maintain the import and export capacity specified in this Agreement until the Company is satisfied (acting reasonably) that:

- 2.1 **Agreements:** the Consents have been obtained and the Customer has entered into a Supply Agreement (as confirmed by the Meter Registration Service Operator).
- 2.2 **Quotation Letter:** the Customer has complied with its obligations as set out in the Quotation Letter
- 2.3 **Distribution Code:** For Connections at MV, the Customer has complied with those of its obligations under the Distribution Code, which must be met prior to implementation of the Commissioning Instructions; and
- 2.4 **Commissioning Tests etc.:** the conditions specified in Clause 5.0 of this Agreement have been met.
- 2.5 **Connection Agreement Effective Date:** will not be agreed until such time as the following has been met:
 - 2.5.1 Customer has paid all outstanding Connection Charges, and

- 2.5.2** Customer has put in place all relevant Capacity and/or Charges Bonds, and
- 2.5.3** Remote Disconnection Facility has been commissioned, and
- 2.5.4** All necessary constraint and dispatch equipment is installed and paid for as specified by the relevant System Operator, and
- 2.5.5** Final set of generator interface protection testing known as EGIP (Embedded Generator Interface Protection (formerly G10)) is completed as referenced in Clause 13.0 [Commissioning and Certification] of “Conditions Governing Connections to the Distribution System : Connections at MV and 38kV, Embedded Generators at LV, MV and 38kV”,
- 2.5.6** Where applicable, the Customer has complied with all provisions relating to the transfer of property and property rights as set out in the Undertaking and Indemnity at Appendix 1 herein and the necessary forms have been returned for transfer of the Terminal Sub-Station (if required) to the Company,

SCHEDULE 4: INTERFACE UNDERTAKING

In accordance with Clause 15 of the Connection Agreement, the Customer agrees as a counterparty to the Agreement to give and maintain, on its own behalf and on behalf of their officers, employees, agents and contractors, throughout the term of the Agreement and surviving its termination, the following undertaking (“Interface Undertaking”) in favour of the Company in relation to the Customer’s connection to the Distribution System.

1. In this Schedule, the following expressions shall have the following meanings:

“Statutory Instrument” means the European Communities (Internal Market in Electricity) Regulations 2008 (SI 280 of 2008);

“Operating Agreement” means the agreement made on 22 December 2008 pursuant to the requirement of Regulation 6 of the Statutory Instrument that ESB and the Company are required to enter into such agreement for the purpose of enabling the Company to discharge its functions as Distribution System Operator under the Statutory Instrument.

2. The Customer agrees to comply with the technical requirements for connection to the Distribution System set out in the Connection Agreement and to install protection equipment as required by the Company to protect its facility from faults on the Distribution System.
3. The Customer agrees that ESB is permitted to take any steps it is authorised to take under law, including, without limitation, by the European Communities Regulations, and pursuant to the Operating Agreement and the Customer agrees not to make any claim against ESB in connection with such steps except to the extent that such claim would be permitted under the Connection Agreement if ESB were a party to that Agreement in place of the Company.
4. The Customer agrees to comply with all safety rules, procedures and other requirements reasonably specified by ESB to ensure the health and safety of persons coming into contact with, or working in close proximity to, assets forming part of the Distribution System are adequately trained in those requirements.
5. The Customer agrees to grant ESB access to the Customer’s premises and facilities on reasonable notice and subject to the Customer’s own health and safety requirements for the purpose of enabling ESB to perform the Distribution System Owner (“DAO”) Functions and otherwise to fulfil its obligations under law.
6. The Customer agrees to permit the Company to give ESB information about the Customer’s connection to the Distribution System reasonably required by ESB to perform the DAO Functions subject always to DSO’s performance of the DSO Functions.

7. In the event that the Customer is unable to notify the Company, the Customer hereby consents to the Company notifying ESB promptly of any fault or other unusual circumstance that it discovers in relation to the Distribution System in connection with the Company's connection.
8. The Customer shall ensure that the public liability insurance procured and maintained by it in accordance with its Connection Agreement with the Company extends to damage suffered by ESB and its officers, employees, agents and contractors.
9. The Customer agrees that, except in the case of claims in respect of death and personal injury, and to the extent permitted by law, not to make, and to waive its rights now and for the future in respect of any claim against ESB or any of its directors, officers, employees, agents or contractors for any loss, damage, cost, claim, demand, suit, liability, fine, penalty or expense, whether based in contract, tort, breach of duty or any other grounds, in connection with the Customer's connection to the Distribution System except for any such claim that, had ESB been a party to the Connection Agreement in place of the Company, it would have been entitled to claim against ESB under the terms of the Connection Agreement, and then subject to ESB being entitled to rely on the limitations and exclusions of liability and indemnities available to a party to the Connection Agreement in the position of the Company.
10. The Customer agrees that, except in the case of claims in respect of death and personal injury and other liability that cannot, by law, be excluded or limited, and without prejudice to paragraph 9 above and paragraph 11 below or to any right of indemnity in the Connection Agreement, not to make any claim against ESB arising from any act or omission of ESB or its officers, agents, employees or contractors in respect of any loss, damage, claim, liability, cost or expense in respect of:
 - a) physical damage being occasioned to the property of the Customer, its officers, employees or agents; or
 - b) the liability of the Customer to any other person for loss in respect of physical damage caused directly to the property of such other person; or
 - c) the disconnection or de-energisation of the Customer's connection in circumstances permitted under the Connection Agreement; or
 - d) negligence or breach of statutory duty on the part of ESB or of any of its officers, employees, agents, or contractors; or
 - e) any other matter connected with the Customer's connection to the Distribution System or with the Connection Agreement

for an amount in respect of any one event in excess of the Connection Liability Amount (as defined in the General Conditions) and further, for an amount in respect of all events during the term of the Connection Agreement in excess of the Connection Liability Cap (as defined in the General Conditions).

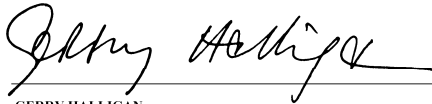
11. The Customer agrees that, except in the case of claims in respect of death or personal injury and without prejudice to paragraphs 9 and 10 above to any rights of indemnity in the Agreement, not to make any claim against ESB or its directors, officers, employees, contractors or agents for, and to waive its rights now and for the future in respect of, any:

- a) indirect or consequential loss, punitive, special, exemplary or incidental damages;
- b) loss of profit, loss of use, loss of contract, loss of goodwill or loss of revenue;
- c) loss resulting from liability of the Customer to any other person howsoever and whensoever arising save as expressly provided in 10(b) above,

regardless of whether suffered by the Customer or not and regardless of whether such a claim is based on contract, warranty, tort (including negligence), breach of duty, strict liability or any other legal or equitable principle.

IN WITNESS WHEREOF the Company and the Customer have caused this Interface Undertaking to be executed on date above first herein written.

Signed for and on behalf of ESB:-



GERRY HALLIGAN
Manager Commercial&Customer

In the presence of:



PAUL O'BRIEN

Signed for and on behalf of Customer:-

[GV_NAME_LINE]

Print Customer Signatory Name in Block Capitals: _____

Witness: _____

Appendix 1: Undertaking and Indemnity

[U]

Appendix 2: Quotation Letter

Quotation Letter dated [[GV_ISSUE_DATE](#)]