Northern Ireland Electricity Ltd

Electricity Distribution Licence

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PART I GRANT AND TERMS OF THE LICENCE

1 The Department, in exercise of the powers conferred by Articles 10(1), 10(6), 11 and 13 of the Electricity (Northern Ireland) Order 1992 (hereinafter referred to as the "**Order**") hereby grants to Northern Ireland Electricity plc a licence to transmit electricity for the purpose of giving a supply to any premises or enabling a supply to be so given in the authorised transmission area during the period specified in paragraph 2.

2 The licence hereby granted shall come into force on the transfer date appointed under Article 69(3) of the Order and, unless revoked in accordance with the terms specified in Schedule 3, shall continue in force until determined by not less than 25 years' notice in writing given by the Department to the licensee in relation to that licence, such notice not to be served earlier than the tenth anniversary of the transfer date appointed under Article 69(3) of the Order.

31 March 1992

Assistant Secretary
Department of Economic Development

3 In accordance with and pursuant to Regulation 90(1) of the Gas and Electricity (Internal Markets) Regulations (Northern Ireland) 2011 [SR 2011/155] (the **Internal Markets Regulations**), the licence granted under paragraph 1 above has effect from 15 April 2011 as if it were:

(a) a licence under Article 10(1)(b) of the Order (the **successor transmission licence**); and

(b) a licence under Article 10(1)(bb) of the Order (the **successor distribution licence**).

4 This is the successor distribution licence as provided for under Regulation 90(1)(b), modified under Regulation 90(5), and published under Regulation 90(8), of the Internal Markets Regulations (the **Licence**).

5 The Licence authorises Northern Ireland Electricity Ltd (previously Northern Ireland Electricity plc) to distribute electricity, for the purpose of giving a supply to any premises or enabling a supply to be so given, in the authorised area designated in paragraph 1 of Schedule 1.

6 The Licence is subject to the Conditions set out in Part II, to the terms set out in this Part I and to the terms of revocation specified in Schedule 2.

7 The Conditions referred to in paragraph 6 are subject to modification or amendment in accordance with their terms and/or with any lawful power of modification or amendment as may exist from time to time.

11 March 2013 **The Northern Ireland Authority for Utility Regulation**

PART II THE CONDITIONS

Condition 1. Interpretation and Construction

1 Unless the contrary intention appears:

(a) words and expressions used in this Licence or in the Schedules below shall be construed as if they were in an enactment and the Interpretation Act (Northern Ireland) 1954 applied to them; and

(b) references to an enactment shall include subordinate legislation and in both cases any statutory modification or re-enactment thereof after the date when this Licence comes into force.

2 Any word or expression defined for the purposes of any provision of Part II of the Order or of the Energy Order, or of the SEM Order shall, unless the contrary intention appears, have the same meaning when used in this Licence or in the Schedules below.

3 In this Licence and in the Schedules below, unless otherwise specified or the context otherwise requires:

"affiliate"	in relation to any person means any holding company of that person, any subsidiary of that person or any subsidiary of a holding company of that person, in each case within the meaning of section 1159 of the Companies Act 2006 and references in that Act to a "company" shall be deemed to include the Electricity Supply Board;
"Auditors"	means the Licensee's auditors for the time being holding office in accordance with the requirements of Chapter 2 of Part 16 of the Companies Act 2006;
"authorised"	in relation to any business or activity means authorised by licence granted under Article 10 or exemption granted under Article 9 of the Order;
"Authorised Area"	means the area from time to time comprised in paragraph 1 of Schedule 1;
"authorised electricity operator"	means any person (other than the Licensee in its capacity as the holder of the Licence) who holds a licence granted pursuant to Article 10 of the Order or whose activities

	are exempt pursuant to Article 9 of the Order, and any person transferring electricity across a Northern Ireland Interconnector or who has made application for use of a Northern Ireland Interconnector which has not been refused;
"Authority"	means the Northern Ireland Authority for Utility Regulation;
"Commission for Energy Regulation"	means the body established as such under the Republic of Ireland Electricity Act.
"competent authority"	means the Department, the Authority and any local or national agency, authority, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom or the European Community;
"Competition and Markets Authority" or "CMA"	means the body of that name established by section 25 of the Enterprise and Regulatory Reform Act 2013;
"General Consumer Council"	means the General Consumer Council for Northern Ireland;
"Department"	means the Department of Enterprise, Trade and Investment;
"designated"	in relation to any agreement, arrangement, code, notice, proposal therefor or other document, means designated by the Department or the Authority (as the case may be) or on its behalf by means of initialling or descriptive reference whether for the purposes of any Condition of this Licence or otherwise, but so that an agreement, arrangement, code, notice, proposal therefor or other document so designated may at the discretion of the Department or the Authority (as the case may be) cease to be designated if amended or modified in any material respect;

"Directive"	means Directive 2009/72/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in electricity;
"Directive Regulations"	means the Electricity Order 1992 (Amendment) Regulations (Northern Ireland) 2005 and/or the Electricity Regulations (Northern Ireland) 2007;
"Distribution Business"	means the business of the Licensee (or, as permitted under Condition 14 of the Licence, of the Relevant Subsidiary) in or ancillary to the transport (whether for its own account or that of third parties) of electricity through the Distribution System, and shall include any business in providing connections to the Distribution System and any business in providing the Market Registration Services and/or the Market Data Services, but shall not include any other business of the Licensee or any affiliate or related undertaking of the Licensee in the provision of other services to or on behalf of any one or more persons;
"Distribution Code"	means the code of that name required to be prepared and approved in accordance with Condition 27;
"Distribution Interface Arrangements"	means the distribution interface arrangements provided for in Condition 17;
"Distribution System"	means the system comprising of electric lines owned and operated by the Licensee within the Authorised Area (excepting lines forming part of the transmission system or any Interconnector), and any other electric lines which the Authority may specify as forming part of the Distribution System, and includes any electrical plant and meters of the Licensee which are used in connection with distribution by the Licensee;
"Distribution System Security and Planning Standards"	means either the document designated as such by the Authority or, until the Authority designates such a document, that part (or parts) of the document which relates to distribution system security and planning

standards in the document entitled Transmission and

	Distribution System Security and Planning Standards and designated by the Authority on or before SEM Go-Live, as modified from time to time in accordance with Condition 19;
"Electricity Supply Board"	means the body corporate established in accordance with the Republic of Ireland Electricity (Supply) Act 1927;
"electricity undertaking"	means an authorised electricity operator and/or a Republic of Ireland electricity operator;
"Energy Order"	means the Energy (Northern Ireland) Order 2003;
"enforcement matter"	means any matter in respect of which any functions of the Authority under Article 42 of the Energy Order are or may be exercisable;
"existing transmission licence"	means the transmission licence held by Northern Ireland Electricity Ltd immediately before the date the Internal Markets Regulations came into operation.
"financial year"	bears the meaning ascribed to it in paragraph 1 of Condition 2;
"generator"	means a person authorised by a licence granted under Article 10(1)(a) of the Order;
"Grid Code"	means the code of that name to be prepared and approved in accordance with the Transmission System Operator Licence;
"holding company"	means a holding company within the meaning of section 1159 of the Companies Act 2006;
"Interconnector"	means a Republic of Ireland Interconnector and/or a Northern Ireland Interconnector;
"Internal Markets Regulations"	means The Gas and Electricity (Internal Markets) Regulations (Northern Ireland) 2011 [SR2011/155];
"Island of Ireland"	means Northern Ireland and the Republic of Ireland.

"land"	includes any right, easement or other interest in land and any wayleave;
"land bank"	means the land more fully described in Schedule 3 together with such additional land as shall be acquired by the Licensee by virtue of any requirement that a generator shall transfer to the Licensee a freehold interest in any land;
"Land Bank Business"	means the business of the Licensee in the discharge of its obligations under Condition 23;
"lease"	means a lease of premises, and includes an underlease and a sub-underlease;
"Licence"	means this licence as defined in paragraph 4 of Part I (Grant and Terms of the Licence), having effect as a licence under Article 10(1)(bb) of the Order by virtue of Regulation 90(1)(b) of the Internal Markets Regulations;
"Licensee"	means Northern Ireland Electricity Ltd (a body corporate registered in Northern Ireland under company number NI026041) and (where the context so requires) shall include any business in respect of which the Licensee is a successor company;
"Market Data Service"	means the service described in paragraph 3 of Condition 28;
"Market Registration Arrangements"	means the Market Registration Framework Agreement and the Market Registration Code;
"Market Registration Code"	means the Code of that title approved by the Authority under the provisions of Condition 29;
"Market Registration Framework Agreement"	means the agreement of that title approved by the Authority under the provisions of Condition 29;
"Market Registration Service"	means the service described in paragraph 2 of Condition 28;

"modification"	includes any addition, omission, amendment and substitution, and cognate expressions shall be construed accordingly;
"megawatt" or **"MW"**	includes an equivalent megawatt;
"NIE Energy Supply Licence"	means the licence granted under Article 10(1)(c) of the Order to Northern Ireland Electricity plc on 31 March 1992 and transferred to NIE Energy Limited (a body corporate registered in Northern Ireland under company number NI27394) on 1 November 2007 pursuant to a statutory transfer scheme;
"Northern Ireland Fuel Security Code"	means the document of that title designated as such by the Department as from time to time amended in accordance with its provisions, dealing with the co-operation of licence holders in strategic contingency planning in respect of fuel stocks, the modification of the merit order and certain other systems and procedures under the Grid Code during periods when the Department has given and there is in force one or more directions under Article 37(4) of the Order, the entitlement of the Licensee and authorised electricity operators to and the collection of certain payments in anticipation of, during and after the expiry of any such periods, and connected matters;
"Northern Ireland Interconnector"	means electric lines and electrical plant and meters used for conveying electricity only directly to or from a substation or converter station within Northern Ireland into or out of Northern Ireland, but excluding the North/South Circuits;
"Northern Ireland Market Operator Licence"	means the licence granted, under Article 10(1)(d) of the Order, to SONI Limited (a body corporate registered in Northern Ireland under company number NI038715) on 3 July 2007.

"Northern Ireland Market Operator Licensee"	means the person authorised, from time to time, under the Northern Ireland Market Operator Licence in its capacity as the holder of that licence.
"North/South Circuits"	means the electric lines and electrical plant and meters used for conveying electricity only directly to or from a substation or converter station within Northern Ireland directly to or from a substation or converter station within the Republic of Ireland;
"notice"	means (unless otherwise specified) notice given either in writing or by electronic data transfer;
"Order"	means the Electricity (Northern Ireland) Order 1992;
"payment security policy"	means the policy of that name referred to in Condition 24;
Permitted Purpose"	means the purpose of all or any of the following: (a) the Distribution Business; (b) the Land Bank Business; (c) any business or activity carried on in accordance with paragraph 8 of Condition 14; (d) any business or activity within the limits of paragraph 9 (e) of Condition 14; (e) without prejudice to the generality of sub-paragraphs (a) to (d), any payment or transaction lawfully made or undertaken by the Licensee in relation to the disposal of or relinquishment of operational control over any relevant asset in accordance with Condition 9; and (f) without prejudice to the generality of sub-paragraphs (a) to (d), any payment or transaction lawfully made or undertaken by the Licensee for a purpose within sub-paragraphs (i) to (vi) of paragraph 5(b) of Condition 9.

"Power Procurement Business"	has the meaning given to that expression in the NIE Energy Supply Licence;
"Priority Dispatch Rules"	means the rules and criteria, established and published by the Authority, for the priority dispatch of generation sets which generate electricity using renewable energy sources or waste or by producing combined heat and power, as amended from time to time by the Authority;
"related undertaking"	in relation to any person means any undertaking in which that person has a participating interest within the meaning of section 421A of the Financial Services and Markets Act 2000;
"relevant licensed supplier"	means a person authorised by a licence granted under Article 10(1)(c) of the Order;
"Relevant Subsidiary"	means, provided it is a wholly owned subsidiary of the Licensee, NIE Powerteam Limited (a company registered in Northern Ireland under company number NI032214);
"Republic of Ireland Board"	means the Electricity Supply Board in the Republic of Ireland;
"Republic of Ireland Electricity Act"	means the Republic of Ireland legislation known as the Electricity Regulation Act 1999;
"Republic of Ireland electricity operator"	means any person engaged in the generation, transmission, distribution or supply of electricity in the Republic of Ireland, including any holder of a licence or authorisation to do so, or a person who has been granted a permit under Section 37 of the Electricity (Supply) Act 1927 and any person transferring electricity across a Republic of Ireland Interconnector or who has made an application for use of a Republic of Ireland Interconnector which has not been refused;
"Republic of Ireland Interconnector"	means electric lines and electrical plant and meters used for conveying electricity only directly to or from a substation or converter station within the Republic of

	Ireland into or out of the Republic of Ireland, but excluding the North/South Circuits;
"representation"	includes any objection or other proposal made in writing;
"SEM Go-Live"	means the time and date designated as such by the Authority (with the consent of the Department) for the purpose of licences granted under the Order, being the commencement date for a number of matters including the Single Electricity Market.
"SEM Order"	means the Electricity (Single Wholesale Market) (Northern Ireland) Order 2007;
"Separate Business"	means each of: (a) the Distribution Business; and (b) the Land Bank Business, each taken separately from one another and from any other business of the Licensee or any affiliate or related undertaking of the Licensee, but so that where all or any part of such business is carried on by an affiliate or related undertaking of the Licensee such part of the business as is carried on by that affiliate or related undertaking shall be consolidated with any other such business of the Licensee (and of any other affiliate or related undertaking of the Licensee) so as to form a single Separate Business;
"Severe Weather Event"	(1) Means an event where a minimum, verified, number of incidents affecting the distribution high voltage network linked to severe weather conditions has occurred within a 24 hour period. (2) Is deemed to begin at the start of a 24-hour period when the number of incidents caused by the severe weather event at distribution high voltage in that period is equal to or greater than the commencement threshold number; and

(3) Is deemed to end at the earlier of:

- the time of restoration of the last customer off supply due to an LV incident linked to the severe weather event, or
- the end of a 48-hour period that commences when the number of customers off supply due to high voltage incidents linked to the severe weather event has fallen to zero.

(4) Where any conflict arises between this definition and the Regulations, the Regulations shall have precedence.

(5) This definition shall come into force on such date as the Authority may direct and shall cease to have effect on such other date as the Authority may direct.

For the purposes of this definition:

a) "commencement threshold number" means 13 times the average daily fault rate experienced by NIE's distribution high voltage network.

b) "distribution high voltage" means 6.6kV, 11kV and 33kV.

c) "incidents" are defined as any occurrence on the NIE distribution system or other connected distributed generation, transmission or distribution system, which:

- Results in an interruption of supply to customer(s) for one minute or longer; or
- Prevents a circuit or item of equipment from carrying normal load current or being able to withstand

"through fault current" for one minute or longer.

d) "weather conditions" means the effect of one or more of wind, lightning, rain, snow, ice, flooding, thermal heating and other recognised weather phenomena as the Authority may from time to time deem appropriate for inclusion in this list.

"the Regulations" means the Electricity (Standards of Performance) Regulations (Northern Ireland) 1993, as amended or replaced.

"Single Electricity Market"	means the single wholesale electricity market for the Island of Ireland, implemented in Northern Ireland pursuant to Section 23 of the Northern Ireland (Miscellaneous Provisions) Act 2006;
"Single Electricity Market Trading and Settlement Code"	has the meaning given to that term in the Northern Ireland Market Operator Licence;
"subsidiary"	means a subsidiary within the meaning of section 1159 of the Companies Act 2006;
"successor company"	bears the meaning ascribed to it for the purposes of Part III of the Order;
"successor transmission licence"	means the licence, held by the Licensee, which has effect as a licence under Article 10(1)(b) of the Order pursuant to Regulation 90(1)(a) of the Internal Markets Regulations;
"Surplus Shadow ACT"	has the meaning given to it in the Corporation Tax (Treatment of Unrelieved Surplus Advance Corporation Tax) Regulations 1999;
"transfer scheme"	means the transfer scheme made under Article 69(1) of the Order approved by the Department (and whether or

not it has modified it before approving it);

"Transmission Owner Business"	has the meaning given to it in Condition 1 of the successor transmission licence;
"transmission system"	means the system of electric lines owned by the Licensee and comprising high voltage lines and electrical plant and meters used for conveying electricity from a generating station to a substation, from one generating station to another, and from one substation to another within the Authorised Area (including such part of the North/South Circuits as is owned by the Licensee) (except any such lines which the Authority may approve as being part of the Distribution System) and any other electric lines which the Authority may specify as forming part of the transmission system, but shall not include any Interconnector;
"Transmission System Operator"	means the person authorised, from time to time, under the Transmission System Operator Licence in its capacity as the holder of that licence;
"Transmission System Operator Licence"	means the licence granted under Article 10(1)(b) of the Order to SONI Limited (a body corporate registered in Northern Ireland under company number NI038715) on 3 July 2007;
"undertaking"	bears the meaning ascribed to it by section 1161 of the Companies Act 2006;
"year"	means a period of 12 months commencing on 1st January.

4 Unless otherwise specified:

(a) any reference to a numbered Part or Schedule is a reference to the Part or Schedule bearing that number herein;

(b) any reference to a numbered Condition or Annex or to a numbered Schedule is respectively a reference to the Condition, Annex or Schedule bearing that number in the Part in which the reference occurs;

(c) any reference to "the **Conditions**" in relation to this Licence means the Conditions

to which this Licence is subject and references to **"any Conditions"** and to any

cognate expression shall be construed accordingly;

(d) any reference to a numbered paragraph is a reference to the paragraph bearing that number in the Condition, Annex or Schedule in which the reference occurs; and

(e) (without prejudice to any provision which restricts such variation, supplement or replacement) any reference to any agreement, licence (other than this Licence), code or other instrument shall include a reference to such agreement, licence, code or other instrument as varied, supplemented or replaced from time to time.

5 The heading or title of any Part, Condition, Annex, Schedule or paragraph shall not affect the construction hereof.

6 Where any obligation of the Licensee is expressed to require performance within a specified time limit that obligation shall continue to be binding and enforceable after that time limit if the Licensee fails to perform that obligation within that time limit (but without prejudice to all rights and remedies available against the Licensee by reason of the Licensee's failure to perform within the time limit).

7 The provisions of section 24 of the Interpretation Act (Northern Ireland) 1954 shall apply for the purposes of the delivery or service of any document, direction or notice to be delivered or served pursuant to this Licence and directions issued by the Authority pursuant to this Licence shall be delivered or served as aforesaid.

8

(a) Each relevant legal instrument shall, if the condition under which it was issued was modified at SEM Go-Live, continue to have effect under any corresponding provision as modified, as if it had been made under that corresponding provision.

(b) For the purposes of paragraphs 8(a) and 8(c) a "relevant legal instrument" means any direction, consent, approval, determination, designation or other instrument issued by the Authority or the Department, prior to SEM Go-Live, in accordance with a condition of the existing transmission licence.

(c) For the purposes of paragraph 8(a), a "corresponding provision" shall be any provision which, following its modification at SEM Go-Live, had (notwithstanding that it had been renumbered, moved, deleted and replaced, or otherwise amended in any way) substantially the same purpose and effect as the provision under which a relevant legal instrument was issued.

9 Without prejudice to any Condition which provides otherwise:

(a) any legal instrument:

(i) issued to the Licensee pursuant to a condition of the existing transmission licence; and

(ii) in force on the date immediately before the Internal Market Regulations came into operation;

(b) any document:

(i) submitted by the Licensee pursuant to a condition of the existing transmission licence; and

(ii) valid or in force on the date immediately before the Internal Markets Regulations came into operation;

shall, if it is a legal instrument or document which is required to be issued or submitted in accordance with a Condition of this Licence, continue to have effect as it were a legal instrument issued or document submitted in accordance with that Condition of this Licence for such period as the legal instrument continues to be valid or in force in accordance with that Condition or the applicable legal instrument.

10 For the purposes of paragraph 9, a 'legal instrument' means any direction, consent, approval, determination, designation or other instrument issued by the Authority or the Department.

Condition 2. Preparation of Accounts

1 The first financial year of the Licensee shall run from 1 April 1992 to 31 March 1993 and thereafter each financial year of the Licensee shall run from 1 April to the following 31 March.

2 The remaining paragraphs of this Condition apply for the purpose of ensuring that the Licensee (and any affiliate or related undertaking of the Licensee) maintains accounting and reporting arrangements which enable separate accounts to be prepared for each Separate Business and showing the financial affairs of each such Separate Business.

3 The Licensee shall, in respect of each Separate Business:

(a) keep or cause to be kept for the period referred to in section 388 of the Companies Act 2006 and in the manner referred to in that section, such accounting records in respect of each Separate Business as would by section 386 of the Companies Act 2006 be required to be kept in respect of each such business if it were carried on by a separate company, so that the revenues, costs, assets, liabilities, reserves and provisions of, or reasonably attributable to, each Separate Business are separately identifiable in the books of the Licensee (and any affiliate or related undertaking of the Licensee) from those of any other business; and

(b) prepare on a consistent basis from such accounting records in respect of the financial year commencing on 1 April 1992 and each subsequent financial year, accounting statements comprising a profit and loss account, a balance sheet and a cash flow statement, together with notes thereto, and showing separately in respect of each Separate Business and in appropriate detail the amounts of any revenue, cost, asset, liability, reserve or provision which has been either:

(i) charged from or to any other business (whether or not a Separate Business) together with a description of the basis of that charge; or

(ii) determined by apportionment or allocation between any Separate Business and any other business (whether or not a Separate Business) together with a description of the basis of the apportionment or allocation;

(c) procure, under joint obligation with the Authority, in respect of the accounting statements prepared in accordance with this Condition in respect of a financial year, a report by the Auditors and addressed to both the Licensee and the Authority stating whether in their opinion those statements have been properly prepared in accordance with this Condition and give a true and fair view of the revenues, costs, assets, liabilities, reserves and provisions of, or reasonably attributable to, the Separate Business to which the statements relate;

(d) take all appropriate steps within its power to procure a report by the Auditors and addressed to the Authority verifying whether the obligation to avoid discrimination and cross-subsidies, as referred to in paragraph 3 of Article 31 of the Directive, has been respected; and

(e) facilitate the completion of the Auditor's reports referred to in sub-paragraphs (c) and (d) above and the accounting statements referred to in sub-paragraph (b) above as soon as reasonably practicable and in any event not later than six months after the end of the financial year to which they relate provided that in the case of the account, report and statements which but for this proviso, would have been due on 31 December 1992, they shall instead be due on 31 January 1993.

4 The Licensee shall not (and shall procure that the Relevant Subsidiary shall not), in relation to the accounting statements in respect of a financial year, change the bases of charge, apportionment or allocation referred to in sub-paragraph (b) of paragraph 3 from those applied in respect of the previous financial year, unless the Authority shall previously have issued directions for the purposes of this Condition directing the Licensee to change such bases in a manner set out in the directions or the Authority gives its prior written approval to the change in such bases. The Licensee shall (and shall procure that the Relevant Subsidiary shall) comply with any directions issued for the purposes of this Condition.

5 Where, in relation to the accounting statements in respect of a financial year, the Licensee (or the Relevant Subsidiary) has changed such bases of charge, apportionment or allocation from those adopted for the immediately preceding financial year, the Licensee shall, if so directed in directions issued by the Authority for the purposes of this Condition, in addition to preparing accounting statements on those bases which it (or the Relevant Subsidiary) has adopted, prepare (and procure that the Relevant Subsidiary shall prepare) such accounting statements on the bases which applied in respect of the immediately preceding financial year.

6 Accounting statements in respect of a financial year prepared under sub-paragraph (b) of paragraph 3 shall, so far as reasonably practicable and unless otherwise approved by the Authority having regard to the purposes of this Condition:

(a) have the same content and format (in relation to each Separate Business) as the annual accounts of the Licensee (and any affiliate or related undertaking of the Licensee) prepared under Part 15 of the Companies Act 2006 and conform to the best commercial accounting practices including International Accounting Standards and International Financial Reporting Standards issued by the International Accounting Standards Board and adopted for use in the European Union; and

(b) state the accounting policies adopted; and

(c) (with the exception of the part of such statements which shows separately the amounts charged, apportioned or allocated and describes the bases of charge or apportionment or allocation respectively), be published with the annual accounts of the Licensee.

7 References in this Condition to costs or liabilities of, or reasonably attributable to, any Separate Business shall be construed as excluding taxation, capital liabilities which do not relate principally to a particular Separate Business, and interest thereon; and references to any accounting statement shall be construed accordingly.

8 The licensee shall, where requested to do so by the Department, provide to the Department a copy of its accounting records for the period specified in the request.

Condition 3. Availability of Resources and Undertaking of Ultimate Controller

Availability of Resources

1 The Licensee shall at all times act in a manner calculated to secure that it has sufficient resources (including, without limitation, management and financial resources, personnel, fixed and moveable assets, rights, licences, consents and facilities) on such terms and with all such rights, as shall ensure that it is at all times able to:

(a) carry on the Separate Businesses; and

(b) comply with its obligations under the Order, the Energy Order, the SEM Order and this Licence.

2 The Licensee shall submit a certificate addressed to the Authority, approved by a resolution of the Board of Directors of the Licensee and signed by a director of the Licensee pursuant to that resolution. Such certificate shall be submitted on 30 September 1999 and thereafter on 30 September of each subsequent year. Each certificate shall be in one of the following forms:

(a) "After making enquiries, the directors of the Licensee have a reasonable expectation that the Licensee will have available to it, after taking into account in particular (but without limitation) any dividend or other distribution which might reasonably be expected to be declared or paid, sufficient resources including management and financial resources, personnel, fixed and moveable assets, rights, licences, consents and facilities to enable the Licensee to carry on the Separate Businesses for a period of 12 months from the date of this certificate."

(b) "After making enquiries, the directors of the Licensee have a reasonable expectation, subject to the Terms of this certificate, that the Licensee will have available to it, after taking into account in particular (but without limitation) any dividend or other distribution which might reasonably be expected to be declared or paid, sufficient resources including management and financial resources, personnel, fixed and moveable assets, rights, licences, consents and facilities to enable the Licensee to carry on the Separate Businesses for a period of 12 months from the date of this certificate. However, they would like to draw attention to the following factors which may cast doubt on the ability of the Licensee to carry on the Separate Businesses."

(c) "In the opinion of the directors of the Licensee, the Licensee will not have available to it sufficient resources including management and financial resources, personnel, fixed and moveable assets, rights, licences, consents and facilities to enable the

Licensee to carry on the Separate Businesses for a period of 12 months from the date of this certificate."

3 The Licensee shall submit to the Authority together with the certificate referred to in paragraph 2 of this condition a statement of the main factors which the directors of the Licensee have taken into account in giving that certificate, together with copies of the key documents and information taken into account by the directors of the Licensee in deciding upon the main factors and in giving the certificate.

4 The Licensee shall inform the Authority in writing immediately if the directors of the Licensee become aware of any circumstances which cause them no longer to have the reasonable expectation expressed in the then most recent certificate given under paragraph 2.

5 The Licensee shall use its best endeavours to obtain and submit to the Authority with each certificate provided for in paragraph 2 a report prepared by the Auditors and addressed to the Authority stating whether or not the Auditors are aware of any inconsistencies between, on the one hand, that certificate and the statement submitted with it and, on the other hand, any information which they obtained during their audit work.

Undertaking of ultimate controller

6 The Licensee shall procure from each company or other person which the Licensee knows or reasonably should know is at any time an ultimate controller of the Licensee a legally enforceable undertaking in favour of the Licensee in a form specified by the Authority that the ultimate controller will refrain from any action, and will procure that every subsidiary of the ultimate controller (other than the Licensee and its subsidiaries) will refrain from any action, which would then be likely to cause the Licensee to breach any of its obligations under the Order, the Energy Order, the SEM Order or the Licence. Such undertaking shall be obtained within 7 days after the date when these modifications first become effective, or after the person in question becomes an ultimate controller (as the case may be) and shall remain in force for as long as the Licensee remains the holder of this Licence and the giver of the undertaking remains an ultimate controller of the Licensee.

7 The Licensee shall:

(a) deliver to the Authority evidence (including a copy of each such undertaking) that the Licensee has complied with the obligation to procure undertakings pursuant to paragraph 6;

(b) inform the Authority immediately in writing if the directors of the Licensee become aware that the undertaking has ceased to be legally enforceable or that its terms have been breached; and

(c) comply with any direction from the Authority to enforce any such undertaking.

8 The Licensee shall not, save with the written consent of the Authority, enter (directly or indirectly) into any agreement or arrangement with an ultimate controller of the Licensee or any of its subsidiaries (other than subsidiaries of the Licensee) at a time when:

(a) an undertaking complying with paragraph 6 is not in place in relation to that ultimate controller; or

(b) there is an unremedied breach of such undertaking; or

(c) the Licensee is in breach of the terms of any direction issued by the Authority under paragraph 7.

9 In this Condition 3, unless the context otherwise required, "ultimate controller" means:

(a) any holding company of the Licensee, which is not itself a subsidiary of another company; and/or

(b) any person who (whether alone or with a person or persons connected with him) is in a position to control, or to exercise influence over, the policy of the Licensee, or any holding company of the Licensee, by virtue of:

(i) rights under contractual arrangement to which he is a party or of which his is a beneficiary;

(ii) rights of ownership (including rights attached to or deriving from securities or rights under a trust) which are held by him or of which he is a beneficiary,

but shall exclude any director or employee of a corporate body in his capacity as such and any minister, ministry, department, agency, authority, official or statutory person,

and a person shall be considered to be connected with another person if he is a party to any arrangement regarding the exercise of any such right as are described in paragraph (b) above.

Condition 3A. Board Independence and Contractual Arrangements for Directors and Executive Officers

1 Within one year from the date upon which this Condition becomes effective, and at all times thereafter, the Licensee shall:

(a) ensure that its board of directors comprises a majority of independent non-executive directors who are persons of standing who individually possess:

(i) relevant experience and knowledge of the energy industry; or

(ii) relevant experience and knowledge of any other regulated industry; or

(iii) substantial private sector commercial or financial experience gained at board level (or equivalent) in another organisation of comparable size and standing to the Licensee,

provided that at least one independent non-executive director must possess relevant experience and knowledge of the energy industry; and

(b) demonstrate to the satisfaction of the Authority, prior to any appointment from time to time of a board director, that the said appointment will not cause the Licensee to enter into any breach of the requirements contained in sub-paragraph (a).

2 If at any time the Licensee, by virtue of any person being appointed as, or ceasing to be, a director of the Licensee (for the purposes of this Condition, an "**Event**"), is unable to comply with the requirements of paragraph 1, the Licensee shall take such steps as are necessary to ensure that compliance is achieved as soon as reasonably practicable after that Event and in any case within two months (or such longer period as may be agreed by the Authority) of that Event.

3 The Licensee shall ensure that:

(a) no person acts as, or undertakes the role of, a director or an executive officer (a **relevant person**) of the Licensee (or of the Relevant Subsidiary) unless and until that person is appointed or employed (as the case may be) by the Licensee pursuant to contractual arrangements entered into directly between Licensee (or, as the case may be, the Relevant Subsidiary) and the relevant person; and

(b) the terms and conditions pursuant to which any such relevant person is appointed or employed (as the case may be) do not confer any benefit, right, or entitlement on or for that person which is (whether directly, indirectly, expressly or impliedly) linked

to, dependent on, or arises from any current, past or future appointment or employment with:

(i) where the relevant person is appointed or employed by the Licensee, any affiliate or related undertaking (other than the Relevant Subsidiary) of the Licensee;

(ii) where the relevant person is appointed or employed by the Relevant Subsidiary, any affiliate or related undertaking (other than the Licensee) of the Relevant Subsidiary.

4 In this Condition:

"executive officer"	includes (i) any person holding the position of chief executive officer, chief financial officer, chief operating officer, and general counsel (or any equivalent of these positions), and (ii) any person not already captured in (i) carrying out executive duties.
"executive duties"	means duties which (i) relate to day-to-day management responsibility for the Licensee and the Relevant Subsidiary, and (ii) are delegated by the Licensee's board of directors to senior personnel.
"independent non-executive director"	means a person who has not been employed by the Licensee, its ultimate controllers or any affiliate or related undertaking of the Licensee within the last five years; and who does not have a material business relationship with the Licensee, its ultimate controllers or any affiliate or related undertaking of the Licensee.
"ultimate controller"	has the meaning given to that expression in Condition 3.

Condition 4. Restriction on Dividends

1 The directors of the Licensee shall not declare or recommend a dividend, and the Licensee shall not make any other form of distribution within the meaning of section 263 of the Companies Act 2006, or redeem or repurchase any share capital of the Licensee, unless prior to the declaration, recommendation or making of the distribution (as the case may be) the Licensee has issued to the Authority a certificate in the following form:

"After making enquiries, the directors of the Licensee are satisfied:

(a) that the Licensee is in compliance in all material respects with all the obligations imposed on it by conditions 3, 5, 8, 9, 9A, 13 and 14 of the Licence; and

(b) that the making of a distribution of [***amount***] on [***date***] will not, either alone or when taken together with other circumstances reasonably foreseeable at the date of this certificate, cause the Licensee to be in breach to a material extent of any of those obligations in the future."

2 The certificate given under paragraph 1 must be signed by a director of the Licensee and must have been approved by a resolution of the board of directors of the Licensee passed not more than 14 days before the date on which the declaration, recommendation or payment in question will be made.

3 Where the certificate given under paragraph 1 has been issued in respect of the declaration or recommendation of a dividend, the Licensee shall be under no obligation to issue a further certificate prior to payment of that dividend, provided that such payment is made within six months of the issuing of that certificate.

Condition 5. Prohibition of Cross-Subsidies

1 The Licensee shall procure that no Separate Business gives any cross-subsidy to, or receives any cross-subsidy from, any other business of the Licensee or of an affiliate or related undertaking of the Licensee (whether or not a Separate Business).

2 Nothing which the Licensee is obliged to do or not do pursuant to this Licence or any other document which grants a licence to the Licensee under the Order shall be regarded as a cross-subsidy for the purposes of this Condition.

Condition 6. Health and Safety of Employees

1 The Licensee shall:

(a) acting jointly and in co-operation with the holders of other licences granted under the Order, consider and discuss matters of mutual concern in respect of the health and safety of persons employed by them; and

(b) establish and maintain appropriate processes for consultation with representatives of the Licensee's employees in respect of the health and safety of those employees.

Condition 7. Payment of Fees

1 The Licensee shall, at the times stated hereunder, pay to the Authority fees of the amount specified in or determined under the following paragraphs of this Condition.

2 In respect of each year beginning on 1 April, the Licensee shall pay to the Authority a fee which is the aggregate of the following amounts:

(a) an amount equal to the proportion which the Authority shall determine of the amount estimated by the Authority, according to a method which has previously been disclosed in writing to the Licensee, as likely to be its costs during the year in question in the exercise of its functions relating to electricity conferred on, or assigned or transferred to, it by or under any legislation (**"electricity functions"**);

(b) an amount which is a proportion, as determined by the Authority, of the amount notified to the Authority by the General Consumer Council and approved by the Department as being the General Consumer Council's estimate of its likely costs during the year in question in the exercise of the functions relating to electricity assigned to it by or under the Order, the Energy Order, the SEM Order, the Directive Regulations or the Internal Markets Regulations and any other such functions as it has been or may be required to exercise by the Authority, or, in the event that the Authority shall not have received such notification by 31 July in the year in question, an amount which is the relevant proportion of the Authority's estimate of such likely costs (having regard to any estimate of such costs in any forward work programme published by the General Consumer Council in respect of the year in question);

(c) the difference (being a positive or negative amount), if any, between:

(i) the amount of the fee paid by the Licensee in respect of the year immediately preceding the 1 April in question less any refund paid to the Licensee in respect of that year under paragraph 3 below; and

(ii) the amount which that fee would have been in respect of that year had:

(A) the amount comprised therein under sub-paragraph (a) above been calculated by reference to the total costs of the Authority in connection with its electricity functions and the proportion of those costs actually attributable to this Licence; and

(B) the amount comprised therein under sub-paragraph (b) above been calculated by reference to the relevant proportion of the total costs of the General Consumer Council in connection with the functions

referred to in sub-paragraph (b) above and, where appropriate, the proportion of those costs actually attributable to this Licence,

such total costs being apportioned, in each case, as determined by the Authority according to a method previously disclosed in writing to the Licensee,

and the fee shall be paid by the Licensee to the Authority within one month of the Authority giving notice to the Licensee of its amount if that notice is given within 6 months of the beginning of the year in respect of which the fee is payable.

3 In respect of each year beginning on 1 April 1998, and each subsequent year, the Authority may pay the Licensee an amount (**"the refund"**) calculated in accordance with the method previously disclosed in writing to the Licensee and by reference to the difference between:

(a) the proportion of the fee for that year paid by the Licensee which is attributable to the Authority's estimate in accordance with paragraph 2(a) and the estimate of the General Consumer Council or the Authority (as appropriate) in accordance with paragraph
2(b); and

(b) the Authority's reasonable revised estimate of those costs (taking account of any revised estimate of the costs referred to in paragraph 2(b) which is approved by the Department and notified to the Authority by the General Consumer Council),

provided that any such refund shall be paid to the Licensee on or before 31 March in the year to which the licence fee relates.

Condition 8. Provision of Information to the Authority

1 The Licensee shall, after receiving a request from the Authority for Information that the Authority may reasonably require or that it considers may be necessary to enable it to perform any of its functions relating to electricity as conferred, assigned, or transferred to it by or under any legislation, give that Information to the Authority when and in the form requested.

2 The Licensee shall, within 7 days after the date when this paragraph 2 first becomes effective or after the person in question becomes an ultimate controller (as the case may be), procure from each person which the Licensee knows (or reasonably should know) is at any time an ultimate controller of the Licensee a legally enforceable undertaking in favour of the Licensee in a form specified by the Authority, which undertaking shall provide that that ultimate controller will give to the Licensee, and will procure that each subsidiary of that ultimate controller (other than the Licensee and its subsidiaries) will give to the Licensee, all such Information as may be necessary to enable the Licensee to comply fully with paragraph 1 of this Condition. Such undertaking shall remain in force for as long as the Licensee remains the holder of this Licence and the giver of the undertaking remains an ultimate controller of the Licensee.

3 The Licensee shall:

(a) deliver to the Authority evidence (including a copy of each such undertaking) that the Licensee has complied with the obligation to procure an undertaking required pursuant to paragraph 2;

(b) inform the Authority immediately in writing, if the directors of the Licensee become aware that any such undertaking has ceased to be legally enforceable or that its terms have been breached; and

(c) comply with any direction from the Authority to enforce any such undertaking.

4 The Licensee shall not, save with the consent in writing of the Authority, enter (directly or indirectly) into any contract or arrangement with an ultimate controller of the Licensee or any of the subsidiaries of that ultimate controller (other than the subsidiaries of the Licensee) at a time when:

(a) an undertaking complying with paragraph 2 is not in place in respect of that ultimate controller; or

(b) there is an unremedied breach of such an undertaking; or

(c) the Licensee is in breach of the terms of any direction issued by the Authority under

paragraph 3 in respect of such an undertaking.

5 The Licensee is not required to comply with paragraph 1 if the Licensee could not be compelled to produce or give the Information in evidence in civil proceedings in the High Court.

6 The power of the Authority to request Information under paragraph 1 is in addition to the power of the Authority to request Information under or pursuant to any other Condition or any Schedule.

7 The Licensee shall, after receiving a request from the Authority for reasoned comments on the accuracy and text of any Information (including that which has been provided by the Licensee in accordance with paragraph 1) relating to the Licensee's activities under or pursuant to this Licence which the Authority proposes to publish under Article 7 of the Energy Order, give such comments to the Authority when and in the form requested.

8 In this Condition:

"**Information**" means information (other than information subject to legal privilege) in any form or medium and of any description specified by the Authority and includes any documents, accounts, estimates, returns, records or reports and data of any kind (whether or not prepared specifically at the request of the Authority); and

"**ultimate controller**" means:

(a) any person which is a holding company of the Licensee, and which is not itself a subsidiary of another company; and/or

(b) any person who (whether alone or with a person or persons connected with him) is in a position to control, or to exercise significant influence over, the policy of the Licensee, or any holding company of the Licensee, by virtue of:

(i) rights under contractual arrangements to which he is a party or of which he is a beneficiary;

(ii) rights of ownership (including rights attached to or deriving from securities or rights under a trust) which are held by him or of which he is a beneficiary,

but shall exclude any director or employee of a corporate body in his capacity as such and any minister, ministry, department, agency, authority, official or statutory person;

and a person shall be considered to be connected with another person if he is party to any arrangement regarding the exercise of any such rights as are described in paragraph (b) above.

Condition 9. Disposal of Relevant Assets and Indebtedness

Disposal of Relevant Assets

1 The Licensee shall not (and shall procure that the Relevant Subsidiary shall not) dispose of or relinquish operational control over any relevant asset otherwise than in accordance with the following paragraphs of this Condition.

2 Save as provided in paragraph 3, the Licensee shall give to the Authority not less than 2 months' prior written notice of its (or the Relevant Subsidiary's) intention to dispose of or relinquish operational control over any relevant asset, together with such further information as the Authority may request relating to such asset or the circumstances of such intended disposal or relinquishment of control or to the intentions in regard thereto of the person proposing to acquire such asset or operational control over such asset.

3 Notwithstanding paragraphs 1 and 2, the Licensee (or, as the case may be, the Relevant Subsidiary) may dispose of or relinquish operational control over any relevant asset:

(a) where:

(i) the Authority has issued directions for the purposes of this Condition containing a general consent (whether or not subject to conditions) to:

(A) transactions of a specified description; and/or

(B) the disposal of or relinquishment of operational control over relevant assets of a specified description; and

(ii) the disposal or relinquishment of operational control in question is effected pursuant to a transaction of a description specified in the directions, or the relevant asset in question is of a description so specified, and the disposal or relinquishment of operational control is in accordance with any conditions to which the consent is subject; or

(b) where the disposal or relinquishment of operational control in question is required by or under any enactment or by or under the transfer scheme.

4 Notwithstanding paragraph 1, the Licensee (or, as the case may be, the Relevant Subsidiary) may dispose of or relinquish operational control over any relevant asset specified in any notice given under paragraph 2 in circumstances where:

(a) subject to paragraph 7, the Authority confirms in writing that it consents to such disposal or relinquishment (which consent may be made subject to the acceptance

by the Licensee or any third party in favour of whom the relevant asset is proposed to be disposed or operational control is proposed to be relinquished of such conditions as the Authority may specify); or

(b) the Authority does not inform the Licensee in writing of any objection to such disposal or relinquishment of control within the notice period referred to in paragraph 2.

Indebtedness

5 Without prejudice to paragraphs 1 to 4, the Licensee shall not (except where permitted by a provision in the successor transmission licence), and shall procure that the Relevant Subsidiary shall not, after the date when these modifications became effective, without the written consent of the Authority after disclosure of all material facts by the Licensee to the Authority:

(a) create, or permit to remain in effect, any mortgage, charge, pledge, lien or other form of security or encumbrance whatsoever, undertake any indebtedness to any other person or enter into any guarantee of any obligation otherwise than:

(i) on an arm's length basis;

(ii) on normal commercial terms;

(iii) for a Permitted Purpose; and

(iv) (if the transaction is within the ambit of paragraph 1) in accordance with paragraphs 3 and 4,

provided that nothing in this Condition shall prevent the Licensee (or, as the case may be, the Relevant Subsidiary) guaranteeing any obligations owed by an affiliate or related undertaking of the Licensee which has been or is to be incurred for a Permitted Purpose;

(b) transfer, lease, license or lend any sum or sums, asset, right or benefit to any affiliate or related undertaking of the Licensee otherwise than by way of:

(i) a dividend or other distribution out of distributable reserves;

(ii) repayment of capital;

(iii) payment properly due for any goods, services or assets provided on an arm's length basis and on normal commercial terms;

(iv) a transfer, lease, licence or loan of any asset, right or benefit on an arm's length basis and on normal commercial terms and made in compliance with

the payment requirement referred to in paragraph 6;

(v) repayment of any loan or payment of any interest on a loan not prohibited by sub-paragraph (a);

(vi) payments for group corporation tax relief or for the intra-group allocation of Shadow Surplus ACT calculated on a basis not exceeding the value of the benefit received;

(vii) a transfer for the purpose of satisfying paragraph 8 of Condition 14;

(viii) an acquisition of shares in conformity with paragraph 7 of Condition 14; or

(ix) a loan to any affiliate or related undertaking of the Licensee, which is made for a Permitted Purpose,

provided however, that paragraph 7 of Condition 9A shall prevail where that paragraph applies;

(c) enter into an agreement or incur a commitment incorporating a cross-default obligation;

(d) save for the Northern Ireland Power Project Finance Contract made between European Investment Bank and Northern Ireland Electricity plc on 16 December 1999, continue, or permit to remain in effect, any agreement or commitment incorporating a cross-default obligation subsisting at the date this paragraph 5(d) first takes effect, save that the Licensee may permit any cross-default obligation in existence at that date to remain in effect for a period not exceeding twelve months from that date, provided that the cross-default obligation is solely referable to an instrument relating to the provision of a loan or other financial facilities granted prior to that date and the terms on which those facilities have been made available as subsisting on that date are not varied or otherwise made more onerous,

provided, however, that the provisions of sub-paragraphs (c) and (d) shall not prevent the Licensee (or the Relevant Subsidiary) from giving any guarantee permitted by and compliant with the requirements of sub-paragraph (a).

6 The payment requirement referred to in paragraph 5(b)(iv) is that the consideration due in respect of the transfer, lease, licence or loan of the asset, good, right or benefit in question is paid in full prior to such transfer, lease, licence or loan unless:

(a) the counter-party to the transaction has, and maintains until payment is made in full, an investment grade credit rating; or

(b) the obligations of the counter-party to the transaction are fully and unconditionally guaranteed throughout the period during which any part of the consideration remains outstanding by a guarantor which has and maintains an investment grade credit rating.

7 In relation to a material disposal, any consent of the Authority pursuant to paragraph 4 shall be given after the Authority shall have consulted and taken into consideration any representations timeously made by any electricity undertaking liable to be materially affected by the disposal in question.

8 Notwithstanding paragraph 5, the Licensee shall be entitled to guarantee the payment obligations of the Power Procurement Business under the cancellable generating unit agreements.

9 In this Condition, unless the context otherwise requires:

"cancellable generating unit agreement" has the meaning given to that expression in the NIE Energy Supply Licence.

"cross-default obligation" means a term of any agreement or arrangement whereby the Licensee's (or as the case may be the Relevant Subsidiary's) liability to pay or repay any debt or other sum arises or is increased or accelerated or could reasonably be expected to be capable of arising, increasing or of being accelerated by reason of a default (howsoever such default may be described or defined) by any person other than the Licensee (or the Relevant Subsidiary), unless:

(a) that liability can arise only as a result of a default by a subsidiary of the Licensee;

(b) the Licensee holds a majority of the voting rights in that subsidiary and has the right to appoint or remove a majority of its board of directors; and

(c) that subsidiary carries on business solely for the purposes of a Permitted Purpose (but not a purpose identified in sub-paragraphs (b) to (e) of the definition of Permitted Purpose).

"disposal"	includes any sale, assignment, gift, lease, licence, the grant of any right of possession, loan, security, mortgage, charge or the grant of any other encumbrance or the permitting of any encumbrance to subsist or any other disposition to a third party, and **"dispose"** shall be construed accordingly.
"indebtedness"	means all liabilities now or hereafter due, owing or incurred, whether actual or contingent, whether solely or jointly with any other person and whether as principal or surety, together with any interest accruing thereon and all costs, charges, penalties and expenses incurred in connection therewith.
"investment grade credit rating"	has the meaning given to that expression in Condition 9A.
"relevant asset"	means: (a) any asset for the time being forming part of the Distribution System; (b) any control centre for use in conjunction with the Distribution System; (c) any other asset for the time being employed or held for employment by the Licensee (or the Relevant Subsidiary) in the performance of any obligation, in the Licensee's role as the holder of a licence under Article 10(1)(bb) of the Order, under the Order, the Energy Order, the SEM Order or the Licence; and (d) any legal or beneficial right, title or interest in land upon which any of the foregoing is situate other than an interest in land to which Condition 23 applies.
"relinquishment of operational control"	includes entering into any agreement or arrangement whereby operational control of a relevant asset (or relevant assets) is not, or ceases to be, under the sole

management of the Licensee (or, as the case may be, the Relevant Subsidiary).

Condition 9A. Financial Gearing and Credit Rating

1 The Licensee shall, within 14 days of this Condition 9A first taking effect and thereafter by 30 June of each year, submit to the Authority a certificate, approved by a resolution of the board of directors of the Licensee and signed by a director of the Licensee pursuant to that resolution, showing the Financial Gearing as at the end of the preceding Financial Year. The Licensee shall provide the Authority with such information to support that certificate as the Authority may request.

2 For the purposes of paragraph 1:

"Financial Gearing"	means Net Debt as a percentage of the regulatory asset base of the Transmission and Distribution Business such regulatory asset base being equivalent to the value of the term $CRAB_t$ as calculated in accordance with Annex 2;
"Net Debt"	means the Licensee's (and the Relevant Subsidiary's) total borrowings (including bank loans, debt securities, finance leases, hire purchase contracts and non-equity shares), but excluding any inter-company loans and borrowings between the Licensee and the Relevant Subsidiary, less the Licensee's (and the Relevant Subsidiary's) cash and cash equivalents.
"Transmission and Distribution Business"	means the Transmission Owner Business and the Distribution Business taken together.

3 The following paragraphs of this condition shall only apply where the Authority has issued a direction stating that they are to apply, and shall cease to apply on the expiry of any period specified for such purpose in that direction or on the Authority directing that they are no longer to apply.

4 The Licensee shall take all appropriate steps to ensure that the Licensee obtains and thereafter maintains an investment grade credit rating.

5 In this condition, an "investment grade credit rating" means:

(a) unless sub-paragraph (b) below applies:

(i) an issuer rating of not less than BBB- by Standard & Poor's Ratings Group or

any of its subsidiaries;

(ii) an issuer rating of not less than Baa3 by Moody's Investors Service Inc. or any of its subsidiaries;

(iii) an issuer senior unsecured debt rating of not less than BBB- by Fitch Ratings Ltd or any of its subsidiaries; or

(iv) an equivalent rating from any other reputable credit rating agency which, in the opinion of the Authority, notified in writing to the Licensee, has comparable standing in both the United Kingdom and the United States of America; or

(b) such higher rating as may be specified by those agencies from time to time as the lowest investment grade credit rating.

6 Paragraph 7 shall apply if at any time which is not less than 4 months after the Authority has issued the direction referred to in paragraph 3:

(a) the Licensee does not hold an investment grade credit rating;

(b) where the Licensee has a rating with more than one of the rating agencies referred to in paragraph 5, one or more of the ratings held is below those referred to in paragraph 5; or

(c) the Licensee has one of the ratings referred to in paragraph 5 and:

(i) is on review for possible downgrade; or

(ii) the rating outlook of the Licensee as specified by one or more of the credit rating agencies referred to in paragraph 5 has been changed from stable or positive to negative.

7 Where paragraph 6 applies, the Licensee may not (and shall procure that the Relevant Subsidiary shall not) without the prior written consent of the Authority (following disclosure of all material facts) transfer, lease, license or lend any sum or sums, asset, right or benefit to any affiliate or related undertaking of the Licensee as described or referred to in paragraph 5(b) of Condition 9, otherwise than by way of:

(a) payment properly due for any goods, services or assets in relation to commitments entered into prior to the date on which the circumstances described in paragraph 6 arise, and which are provided on an arm's length basis and on normal commercial terms;

(b) a transfer, lease, licence or loan of any sum or sums, asset, right or benefit on an

arm's length basis, on normal commercial terms and where the value of the consideration due in respect of the transaction in question is payable wholly in cash and is paid in full when the transaction is entered into;

(c) repayment of, or payment of interest on, a loan not prohibited by paragraph 5(a) of Condition 9 and which was contracted prior to the date on which the circumstances in paragraph 6 arise, provided that such payment is not made earlier than the original due date for payment in accordance with its terms; and

(d) payments for group corporation tax relief or for the intra-group allocation of Surplus Shadow ACT calculated on a basis not exceeding the value of the benefit received, provided that the payments are not made before the date on which the amounts of tax thereby relieved would otherwise have been due.

Condition 10. Restriction on Use of Certain Information

General Restriction

1 Where the Licensee, or any affiliate or related undertaking of the Licensee, is in possession of any protected information, the Licensee shall (and shall procure that such affiliate or related undertaking shall) procure:

(a) that neither the Licensee nor any other person shall use that protected information for the purpose of obtaining any unfair commercial advantage in relation to any of the Separate Businesses or any other business;

(b) that the protected information is not disclosed to any other person (including any affiliate or related undertaking of the Licensee but excluding the Relevant Subsidiary) except with the prior consent in writing of each person to whose affairs that information relates; and

(c) that the protected information in the possession of any Separate Business is not disclosed to any other business of the Licensee (or of any affiliate or related undertaking of the Licensee) except with the prior consent in writing of each person to whose affairs that information relates (provided that for the purposes of this sub-paragraph protected information divulged by the Distribution Business to the Transmission Owner Business shall not be regarded as disclosure of information).

2 The Licensee's obligation under paragraph 1 to procure any action on the part of an affiliate or related undertaking shall be taken, in relation to any affiliate or related undertaking which has control of the Licensee, as an obligation to use all reasonable endeavours to procure the taking of that action by obtaining (and enforcing) an appropriate contractual undertaking from that affiliate or related undertaking in respect of the protected information.

3 The Licensee shall implement such measures and procedures and take all such other steps as may be specified in directions issued by the Authority from time to time for the purposes of this Condition and considered by the Authority to be reasonably necessary for the purpose of securing compliance by the Licensee with its obligations under paragraph 1.

Exceptions

4 Sub-paragraphs 1(b) and 1(c) shall not apply to any disclosure of information which is:

(a) authorised by Article 63(3) or (4) of the Energy Order;

(b) made in compliance with the duties of the Licensee, or of any affiliate or related undertaking of the Licensee, in accordance with any:

(i) licence granted under the Order (including the Licence);

(ii) applicable law (including the Order, the Energy Order, the SEM Order and the Directive Regulations);

(iii) requirement of a competent authority;

(iv) judicial or arbitral process of a competent jurisdiction; or

(v) requirement of a relevant stock exchange, or of the Panel on Takeovers and Mergers;

(c) permitted by and made in compliance with any document referred to in this Licence with which the Licensee or any affiliate or related undertaking of the Licensee is required to comply; or

(d) necessary in order to enable the Licensee (or the Relevant Subsidiary) to enter into or give effect to arrangements for the purpose of carrying on any of the Separate Businesses.

Restrictions Regarding Personnel and Advisers

5 The Licensee shall ensure that protected information received by the Licensee (or any affiliate or related undertaking of the Licensee) is:

(a) (except where one of the exceptions under paragraph 4 applies) not divulged by any business person to any person unless that person is an authorised recipient; and

(b) not used by any business person otherwise than for the purpose of pursuing an authorised purpose or advising in relation to the pursuit of an authorised purpose.

Evidence

6 The Licensee shall:

(a) procure and furnish to the Authority, in such manner and at such times as the Authority may require, such information and reports as the Authority may consider necessary concerning the performance by the Licensee of its obligations under paragraphs 1 and 5 and the effectiveness of the measures, procedures and steps specified in the directions referred to in paragraph 3;

(b) procure that access to any premises of the Licensee (and the Relevant Subsidiary) shall be given at any time and from time to time to any nominated person(s) for the purpose of investigating whether the Licensee has performed its obligations under

paragraphs 1, 3 and 5, and shall procure that the Licensee, the Relevant Subsidiary, its and the Relevant Subsidiary's employees, co-operate in any such investigation to the extent requested by the nominated person(s); and

(c) procure that nominated person(s) shall be entitled to inspect and/or take copies of such records and data of the Licensee (and the Relevant Subsidiary) as they shall consider to be reasonably necessary for the purpose referred to in sub-paragraph (b) above.

Definitions

7 In this Condition, unless the context otherwise requires:

"authorised adviser"	means such professional advisers of the Licensee (or of any affiliate or related undertaking of the Licensee), engaged and acting in that capacity, as require access to any protected information;
"authorised purpose"	means the management and operation of each Separate Business or the Transmission Owner Business, or, where protected information is disclosed to another business of the Licensee (or of an affiliate or related undertaking of the Licensee) in accordance with paragraph 4, the purpose for which such disclosure was made;
"authorised recipient"	means, in relation to any protected information, any business person who, before the protected information had been divulged to him by the Licensee (or any other business person), had been informed of the nature and effect of this Condition and who requires access to such protected information for the proper performance of his duties as a business person in relation to the pursuit of an authorised purpose;
"business person"	means any employee, subcontractor or agent of the Licensee (or of any affiliate or related undertaking of the Licensee) or any authorised adviser to such persons;

"control"	has the meaning attributed to it by section 450 (as read in conjunction with section 451) of the Corporation Tax Act 2010;
"nominated person(s)"	means the person(s) from time to time nominated by the Authority for the purposes of this Condition by notice to the Licensee;
"protected information"	means any information which is held or obtained by the Licensee (or any affiliate or related undertaking of the Licensee) pursuant to or by virtue of its carrying on of the Separate Businesses, but excluding information which is in, or comes into, the public domain other than as a result of any breach by the Licensee of this Licence (or any other legal obligation of the Licensee).

Condition 11. Security arrangements

1 The Licensee shall comply with the provisions of the Northern Ireland Fuel Security Code and such provisions shall have effect as if they were set out in this Licence.

2 The Northern Ireland Fuel Security Code may be amended in accordance with its provisions.

Condition 12. Independence of the Distribution Business

General Duty

1 The Licensee shall:

(a) unless it has already done so prior to this Condition coming into force, establish; and

(b) at all times thereafter maintain,

the full managerial and operational independence of the Distribution Business from any Associated Business. Nothing in this Condition 12 shall prevent any director of a relevant holding company from being a director of an Associated Business.

2 Without limiting:

(a) the ability of the Authority to require revisions to the Compliance Plan pursuant to paragraph 12 to ensure its compliance with this Condition (including paragraph 1); or

(b) the obligation of the Licensee to review the Compliance Plan in accordance with paragraph 14 to ensure its compliance with this Condition (including paragraph 1),

the Licensee shall be taken to have complied with paragraph 1 where it complies with paragraphs 3 and 11.

Specific Duties

3 The Licensee shall ensure that:

(a) the Distribution Business is provided with the premises, systems, equipment, facilities, property, personnel, data and management resources that are necessary for its efficient and effective managerial and operational independence from any Associated Business;

(b) it does not hold or acquire shares in a holding company of the Licensee or in any electricity undertaking engaged in the generation or supply of electricity;

(c) decisions for which it is responsible relating to the operation, maintenance and/or development of the Distribution Business (or any part of it) are taken by those persons who are directors of the Licensee or who are employed by, and are engaged in, the operation and management of, either the Distribution Business or the Transmission Owner Business (and no others) provided that this paragraph 3(c) shall not prevent a holding company approving the Licensee's capital expenditure budget nor exercising its corporate governance role in relation to the Licensee where it does so in a way

calculated to ensure that such exercise does not restrict, prevent or distort competition in the supply or generation of electricity;

(d) any Associated Business does not use or have access to:

(i) premises or parts of premises occupied by persons engaged in the management or operation of the Distribution Business, except where access is allowed to electricity undertakings (or a class of electricity undertakings not limited to one or more Associated Businesses) generally, in which case Associated Businesses may be allowed access to the same extent, as further detailed in the Compliance Plan;

(ii) systems for the recording, processing or storage of data to which persons engaged in the management or operation of the Distribution Business also have access (save to the extent the Authority consents to such use or access);

(iii) equipment, facilities or property employed for the management or operation of the Distribution Business (save to the extent the Authority consents to such use or access); and

(iv) the services of persons who are (whether or not as their principal occupation) engaged in the management or operation of the Distribution Business (save to the extent the Authority consents to such use or access);

(e) it can and does, in so far as is legally possible:

(i) ensure that any director of the Licensee is not at the same time also a director of a company which carries on an Associated Business engaged in the supply or generation of electricity; and

(ii) prevent any person who has ceased to be engaged in the management or operation of the Distribution Business from being engaged in the activities of any Associated Business that is engaged in the generation or supply of electricity until the expiry of an appropriate time from the date on which he ceased to be engaged by the Distribution Business

; and

(f) an up-to-date register of all persons engaged by the Distribution Business, confirming that the provisions of paragraph (e) have been complied with in respect of each person so engaged, is established.

4 The Licensee shall procure from each holding company a legally enforceable undertaking in

favour of the Licensee in a form approved by the Authority that the holding company will not exercise its corporate governance role in relation to the Licensee other than in a manner calculated to ensure that such exercise does not restrict, prevent or distort competition in the supply or generation of electricity. Such undertaking shall be obtained within 7 days after the date when this paragraph first becomes effective, or after the person in question becomes a holding company (as the case may be) and shall remain in force for as long as the Licensee remains the holder of this Licence and the giver of the undertaking remains a holding company of the Licensee.

5 The Licensee shall:

(a) deliver to the Authority evidence (including a copy of each such undertaking) that the Licensee has complied with the obligation to procure undertakings pursuant to paragraph 4;

(b) inform the Authority immediately in writing if the directors of the Licensee become aware that any such undertaking has ceased to be legally enforceable or that its terms have been breached; and

(c) comply with any direction from the Authority to enforce any such undertaking.

6 The Licensee shall not, save with the written consent of the Authority, enter (directly or indirectly) into any agreement or arrangement with a holding company at a time when:

(a) an undertaking complying with paragraph 4 is not in place in relation to that holding company; or

(b) there is an unremedied breach of such undertaking; or

(c) the Licensee is in breach of the terms of any direction issued by the Authority under paragraph 5.

7 Where and to the extent that a holding company exercises its corporate governance role in relation to the Licensee, unless that exercise falls within the relevant part of the Compliance Plan permitting such exercise in specified circumstances, the Licensee shall within 3 days of such exercise notify the Authority of that fact and provide such other information regarding such exercise as the Authority may require.

8 The Licensee shall ensure that in carrying on the Distribution Business, it does not, in any of the names, brands, trade names or advertising of the Distribution Business, use a name, brand or trade name used by or associated with any Supply Business.

Compliance Plan

9 The Licensee shall prepare and submit to the Authority for its approval a compliance plan setting out the practices, procedures, systems and rules of conduct which the Licensee has adopted, or intends to adopt, together with the timescales for adoption, to ensure its compliance with this Condition.

10 The Licensee shall comply with its approved compliance plan (the **"Compliance Plan"**) and shall publish the up to date Compliance Plan on its website.

11 The Authority may:

(a) within 30 days of the Licensee submitting an initial or revised Compliance Plan; and

(b) following any review of the Compliance Plan that the Authority may conduct from time to time,

notify the Licensee that, in its opinion, the Compliance Plan is not, or is no longer, sufficient for the purposes of the Licensee's compliance with this Condition, and require such revisions to be made to the Compliance Plan as are in the Authority's opinion necessary or expedient in order for it to be sufficient for the purposes of ensuring the Licensee's compliance or continued compliance with this Condition.

12 Where the Licensee receives a notification in accordance with paragraph 12, it shall within 30 days revise the Compliance Plan in such manner and to such extent as will reflect the Authority's requirements.

13 The Licensee shall, on becoming aware of any matter which has (or may have) a material impact on the managerial and/or operational independence of the Distribution Business from any Associated Business (and, in any event, at least once every year during which this Condition is in force), review the Compliance Plan so as to ensure:

(a) its continued compliance with its obligations under this Condition; and

(b) that the information set out in the Compliance Plan continues to be accurate in all material respects.

14 Where the Licensee revises the Compliance Plan, either in accordance with paragraph 13 or following a review conducted by it in accordance with paragraph 14, it shall submit the revised Compliance Plan to the Authority for its approval.

15 The Licensee shall ensure that persons engaged in the management and operation of the Distribution Business:

(a) are made aware of the practices, procedures, systems and rules of conduct set out

in the Compliance Plan;

(b) have the necessary information and facilities to comply with their respective obligations as provided for in the Compliance Plan; and

(c) are aware of the disciplinary procedures that may be activated should they fail to comply with their obligations under the Compliance Plan.

Compliance Manager

16 The Licensee shall, following consultation with the Authority, ensure that a competent person is appointed for the purpose of facilitating compliance with its obligations under this Condition and with the Compliance Plan (the **"Compliance Manager"**).

17 The Licensee:

(a) shall ensure that the Compliance Manager is sufficiently independent to meet the requirements of Article 26(2)(d) of the Directive; and

(b) shall, and shall procure that the Relevant Subsidiary shall, ensure that the Compliance Manager has access to such staff, premises, systems, information, documentation, equipment, facilities and other resources as he might reasonably expect to require to fulfil the duties and tasks assigned to him.

18 The duties and tasks assigned to the Compliance Manager shall include:

(a) providing relevant advice and information to the Licensee for the purpose of ensuring its compliance with this Condition and with the Compliance Plan;

(b) monitoring the effectiveness of and the Licensee's compliance with the Compliance Plan;

(c) investigating any complaint or representation received by the Licensee from any person in respect of any matter arising under or by virtue of this Condition or in relation to the Compliance Plan;

(d) recommending and advising upon the remedial action which any such investigation has demonstrated to be necessary or desirable, including where necessary revising the Compliance Plan to reflect such recommendation and advice; and

(e) reporting, at such frequency as is determined in writing by the Authority, to the directors of the Licensee on his activities during the period covered by the report, the investigations he has conducted and on progress towards implementation of the

Compliance Plan.

19 The Licensee shall, at such frequency as is determined in writing by the Authority, submit a report to the Authority:

(a) detailing the activities of the Compliance Manager during the period covered by the report;

(b) providing a progress update on the Licensee's implementation of the Compliance Plan; and

(c) setting out the details of any investigations conducted by the Compliance Manager, including:

(i) the number, type and source of the complaint or representation on which such investigations were based;

(ii) the outcome of such investigations; and

(iii) any remedial action taken by the Licensee following such investigations.

Definitions

20 In this Condition, unless the context otherwise requires:

"appropriate time"	means a period of 6 months or such other period as the Authority may specify in respect of any person or class of persons.
"Associated Business"	means any business of the Licensee (or of any affiliate or related undertaking of the Licensee) other than the Distribution Business, the Transmission Owner Business, and the Land Bank Business.
"Compliance Manager"	shall have the meaning attributed to that expression in paragraph 16.
"Compliance Plan"	shall have the meaning attributed to that expression in paragraph 10.
"relevant holding company"	means each holding company of the Licensee which does not itself generate or supply electricity on the Island of

	Ireland and which has no holding company that itself generates or supplies electricity on the Island of Ireland (regardless of whether any subsidiaries of such companies undertake such generation or supply).
"Supply Business"	means any business of any affiliate or related undertaking of the Licensee carrying out the activity of supply of electricity.

Condition 13. Prohibited Activities

Interface with the Transmission System

1 Except with the prior written consent of the Authority and in accordance with any conditions of that consent, the Licensee shall not (and shall procure that the Relevant Subsidiary shall not) co-ordinate or direct the flow of electricity onto any part of the transmission system, save to the extent it is permitted to do so under the Distribution Interface Arrangements, or is required to do so by any other Condition of this Licence.

Restriction on Acquisition and Generation of Electricity

2 Except with the prior written consent of the Authority and in accordance with any conditions of that consent, or as may be permitted under the successor transmission licence, the Licensee shall not (and shall procure that the Relevant Subsidiary shall not) purchase or otherwise acquire electricity, save to the extent it is necessary to do so in undertaking the Distribution Business.

3 In paragraph 2, the reference to purchase or other acquisition of electricity shall include entering into or acquiring the benefit of a contract conferring rights or obligations (including rights or obligations by way of option) in relation to or by reference to the sale, purchase or delivery of electricity at any time or the price at which electricity is sold or purchased at any time.

4 Without prejudice to paragraph 2, where the Licensee proposes, or is required, to start purchasing or acquiring electricity for the purposes of covering distribution losses or reserve capacity (relevant purpose) it shall:

(a) before starting to purchase or acquire electricity for any relevant purpose:

(i) prepare a document setting out the rules it (and the Relevant Subsidiary) will follow, which rules must be transparent and must not show, permit or facilitate any undue discrimination between any persons, when purchasing or acquiring the electricity for any relevant purpose; and

(ii) submit the document referred to (i) above to the Authority for approval;

(b) not, and shall procure that the Relevant Subsidiary shall not, purchase or acquire electricity for any relevant purpose other than in accordance with the rules set out in the document approved by the Authority; and

(c) send a copy of the approved document to any person requesting a copy as soon as reasonably practicable following the request.

5 Except with the prior written consent of the Authority and in accordance with any conditions of that consent, the Licensee shall not (and shall procure that the Relevant Subsidiary shall not) generate electricity, save to the extent that it generates electricity from mobile generation sets or the Rathlin Island generation sets solely for the purposes of either or both of the Distribution Business and the Transmission Owner Business.

6 In this Condition, unless the context otherwise requires:

"mobile generation sets"	means any generation set which is not affixed to land or to a building so as to be part of such land or building.
"Rathlin Island generation sets"	means those generation sets located (as of 1 January 2007) on Rathlin Island (or any comparable generation set replacing such generation sets).

Condition 14. Ring Fencing

1 Subject to paragraph 2, no core business of the Licensee shall be held by or carried on through any affiliate or related undertaking of the Licensee.

2 A core business of the Licensee may be held by or carried on through the Relevant Subsidiary.

3 The Licensee shall procure that all businesses of the Licensee other than the core businesses shall be held by or carried on through affiliates or related undertakings of the Licensee but shall not be held by or carried on through the Relevant Subsidiary.

4 Save as permitted under paragraphs 5(a) and 8 of Condition 9, the Licensee shall not guarantee the obligations of any subsidiary of the Licensee carrying on a non-core activity.

5 Save as permitted under paragraph 5(a) of Condition 9, the Licensee shall not create or permit to subsist any encumbrance in favour of any other person over any asset used or to be used in carrying on any core business to secure any obligation of any other person or of the Licensee in relation to any non-core activity.

6 Paragraphs 4 and 5 shall not apply to any guarantees or encumbrances subsisting on 6 March 1992.

7 Save as provided by paragraphs 9 and 10, the Licensee shall not (and shall procure that the Relevant Subsidiary shall not) conduct any business or carry on any activity other than those falling within the definition of "core businesses".

8 The Licensee shall not without the written consent of the Authority acquire shares in any affiliate or related undertaking after 8 February 1998 except:

(a) shares in any body corporate which was a subsidiary of the Licensee on the above date;

(b) shares acquired in a body corporate to satisfy the obligation imposed by paragraph 9;

(c) shares in a body corporate which conducts business only for a Permitted Purpose (but not a purpose identified in sub-paragraphs (b) to (e) of the definition of Permitted Purpose); or

(d) shares acquired in order to avoid dilution of a shareholding in a body corporate in which the Licensee holds shares in conformity with this Licence.

9 Notwithstanding paragraph 7, the Licensee may continue to conduct any business or carry on any activity otherwise prohibited by paragraph 7 which it was conducting or carrying on as at

8 February 1998 but by such later date as the Authority shall specify to the Licensee in writing, shall transfer any such business or activity to an affiliate or related undertaking or otherwise cease to conduct or carry on any such other business or activity.

10 Nothing in this Condition shall prevent:

(a) any affiliate or related undertaking which is not the Relevant Subsidiary from conducting any business or carrying on any activity which the Licensee is prohibited from conducting or carrying on by virtue of paragraph 6 above;

(b) the Licensee from holding shares as, or performing the supervisory or management functions of, an investor in respect of any body corporate in which it holds an interest consistently with the provisions of this Licence;

(c) the Licensee from performing the supervisory or management functions of a holding company in respect of any subsidiary conducting any business or carrying out any activity which the Licensee is prohibited from conducting or carrying out by virtue of paragraph 7 above;

(d) the Licensee from carrying on any business or conducting any activity otherwise prohibited by paragraph 7 above to which the Authority has given its consent in writing; or

(e) the Licensee from carrying on any business or conducting any activity other than a core business provided that the aggregate turnover of all such other businesses or activities does not in any financial year exceed 5% of the aggregate turnover of the core businesses (excluding the turnover on transactions which the core businesses make with each other) in the immediately preceding financial year.

11 In this Condition:

"core business"	means the Transmission Owner Business, the Distribution Business and the Land Bank Business.
"encumbrance"	means any mortgage, charge, right of possession, assignment by way of security, right of possession or other form of security interest.
"non-core activity"	means any activity other than that carried on as part of a core business.

Condition 15. Non-Discrimination

1 The Licensee shall not (and shall procure that the Relevant Subsidiary shall not) unduly discriminate as between any persons, or any class or classes of person or persons, or unduly prefer itself (or any affiliate or related undertaking) over any other person or persons, or any class or classes of person or persons, in meeting its obligations under:

(a) Condition 17 (Distribution Interface Arrangements);

(b) Condition 19 (Distribution System Security and Planning Standards and Operation of the Distribution System); and

(c) Condition 30 (Requirement to Offer Terms for Connection to and Use of the Distribution System).

Condition 16. Single Electricity Market Trading and Settlement Code

1 The Licensee shall accede to the Single Electricity Market Trading and Settlement Code and comply with it in so far as applicable to it in its capacity as the operator of the Distribution System.

2 The Authority may, following consultation with such persons as it considers may be affected or interested, issue directions relieving the Licensee of its obligation under paragraph 1 in respect of such parts of the Single Electricity Market Trading and Settlement Code and to such extent and subject to such conditions as may be specified in those directions.

Condition 17. Distribution Interface Arrangements

General Duty

1 The Licensee shall, in common with the Transmission System Operator, prepare, obtain the Authority's approval of, and at all times have in force, implement and comply with, arrangements (the "**Distribution Interface Arrangements**") which:

(a) set out (to the extent not catered for in the Grid Code or the Distribution Code) the terms and arrangements for connection of the transmission system to the Distribution System, and the terms and arrangements between the Licensee and the Transmission System Operator that are requisite for the enjoyment and discharge of the rights and obligations of:

(i) the Licensee in relation to the Distribution Business arising under the Order, the Energy Order, the SEM Order, this Licence and such other code or document as may be specified from time to time by the Authority; and

(ii) the Transmission System Operator arising under the Order, the Energy Order, the SEM Order, its licence, and such other code or document as may be specified from time to time by the Authority; and

(b) set out the matters referred to in paragraph 3.

2 The Licensee shall be taken to have complied with paragraph 1 by:

(a) adopting as the Distribution Interface Arrangements:

(i) the document of that name designated by the Authority, within 3 days of the Authority so designating; or

(ii) until such time as the Authority designates such a document, such parts of the document designated by the Authority and entitled Transmission Interface Arrangements as set out the matters referred to in paragraph 1; and

(b) reviewing the document which sets out the arrangements and proposing modifications to it in accordance with paragraphs 5, 6 and 7.

3 The Distribution Interface Arrangements shall provide for any disputes between the parties thereto over revisions to the Distribution Interface Arrangements to be referred to the Authority for determination. In addition, the Distribution Interface Arrangements may provide for there to be referred to the Authority for determination such additional matters

arising under the Distribution Interface Arrangements as may be specified in the Distribution Interface Arrangements.

4 The Licensee shall procure that no modifications, amendments or variations are made to the Distribution Interface Arrangements without the prior approval of the Authority.

Review of the Arrangements

5 Without prejudice to paragraph 4, the Licensee shall, in common with the Transmission System Operator, periodically, or at any time on the receipt of a request from the Authority to do so, review the Distribution Interface Arrangements and their implementation to:

(a) ensure that they meet the requirements of paragraphs 1 and 3; and

(b) to consider whether any alternative arrangements would better achieve those requirements.

6 Following any such review, the Licensee shall, in common with the Transmission System Operator, send to the Authority:

(a) a report on the outcome of the review;

(b) any revisions which the Licensee and the Transmission System Operator agree should be made to the Distribution Interface Arrangements (having regard to the outcome of the review); and

(c) any matters on which the Licensee and the Transmission System Operator disagree (which matters will be referred to the Authority for determination in accordance with paragraph 3).

Revision of the Arrangements

7 Revisions to the Distribution Interface Arrangements proposed by the Licensee and sent to the Authority pursuant to sub-paragraph 6(b) shall require the Authority's approval before they may be made.

Publication of the Arrangements

8 Where, and to the extent, required to do so by the Authority, the Licensee shall publish the Distribution Interface Arrangements on its website.

Condition 18. Not Used

Condition 19. Distribution System Security and Planning Standards and Operation of the Distribution System

System Security and Planning

1 The Licensee shall plan, develop and maintain and operate (including, without limitation and where necessary, coordinating the flow of electricity over) the Distribution System in accordance with:

(a) the Distribution System Security and Planning Standards; and/or

(b) such other standard of planning and operation as is adopted, from time to time, by the Licensee (with the approval of the Authority and following consultation with those electricity undertakings liable to be materially affected thereby),

in each case as appropriate to the purpose under consideration.

2 Where, in planning the development of the Distribution System, the Licensee considers it might be necessary to upgrade or replace the present and/or future capacity of the Distribution System, it shall before deciding to proceed with any such upgrade or replacement consider whether, in the circumstances of the case, energy efficiency, demand-side management or distributed generation measures may (whether in whole or in part) be more appropriate than the proposed upgrade or replacement of the present or future capacity.

Maintenance of the Distribution System

3 The Licensee shall, not later than such date as the Authority may specify and in consultation with the Authority, prepare and from time to time modify a written policy setting out the manner in which the Licensee proposes to comply, in connection with the maintenance of an efficient, economical and co-ordinated Distribution System, with all applicable European Union and United Kingdom environmental laws. Such written policy may be prepared as a constituent part of the statement which the Licensee is required to prepare by paragraph 2(1) of schedule 9 of the Order.

System Balancing Rules

4 The Licensee shall, where it is responsible for the balancing of the Distribution System, ensure that it carries out any such activity on the basis of, and in accordance with, rules it adopts for such purpose which rules:

(a) are objective and transparent;

(b) do not unduly discriminate between any persons; and

(c) are approved by the Authority,

(the **System Balancing Rules**).

5 Where paragraph 4 applies, the Licensee shall:

(a) ensure that the System Balancing Rules are published on and readily accessible from the Licensee's web-site; and

(b) send a copy of the System Balancing Rules to any person requesting as soon as reasonably practicable following the request.

System Support Services

6 Where the Licensee purchases or otherwise acquires System Support Services from any person (as necessary or appropriate to enable it to discharge its obligations under the Order, the Energy Order, the SEM Order and the Licence), it shall do so:

(a) from the most economical sources available to it, having regard to:

(i) the quantity and nature of the System Support Services that are required by it to enable the discharge of its obligations under the Order, the Energy Order, the SEM Order and the Licence;

(ii) the diversity, number and reliability of such System Support Services that are at that time available for purchase or acquisition;

(iii) its obligations under the Distribution Interface Arrangements;

(iv) the quantity and nature of services that are purchased or acquired by the Transmissions System Operator in accordance with Condition 29 of the Transmission System Operator Licence; and

(b) in a manner which does not:

(i) show any undue preference to, or unduly discriminate between, any person or class or classes of persons;

(ii) prevent, restrict or distort competition in the availability of, or in any of the markets for, System Support Services to the detriment of electricity consumers.

7 The licensee shall:

(a) following consultation with persons from whom it may purchase or acquire System Support Services and with the Transmission System Operator, prepare and submit to the Authority for its approval, a document that sets out the principles and criterion the licensee will follow in establishing procurement processes and procedures that meet the requirements of paragraph 6 (the **Procurement Principles**);

(b) establish and at all times have in force, implement and comply with such procurement processes and procedures as will facilitate the licensee's compliance with the requirements of paragraph 6 (the **Procurement Procedures**); and

(c) publish on its website, and send free of charge to any person requesting, an up to date copy of the Procurement Principles and the Procurement Procedures.

Revision of Arrangements

8 The Licensee shall, in conjunction with all other Electricity Distributors and in consultation with electricity undertakings to the extent such persons are liable to be materially affected thereby, periodically (and at any time when requested to do so by the Authority) review the Distribution System Security and Planning Standards and their implementation.

9 Following any such review, the Licensee shall send to the Authority:

(a) a report on the outcome of that review;

(b) any revision which the Licensee proposes to make to the Distribution System Security and Planning Standards from time to time (having regard to the outcome of that review); and

(c) any written representations or objections from electricity undertakings (including any proposals for revisions to the documents that were not accepted in the course of the review) arising during the consultation process and subsequently maintained.

10 Revisions to the Distribution System Security and Planning Standards proposed by the Licensee and sent to the Authority pursuant to paragraph 9 shall require the Authority's approval before they may be made.

11 Having regard to any written representations or objections referred to in sub-paragraph 9(c), and following such further consultation (if any) as the Authority may consider appropriate, the Authority may issue directions requiring the Licensee to revise the Distribution System Security and Planning Standards in such manner as may be specified in the directions, and the Licensee shall comply with any such directions forthwith.

Performance Standards

12 The Licensee shall, whenever requested to do so by the Authority, draw up and submit to the Authority for its approval a statement setting out criteria by which performance of the Licensee in maintaining Distribution System security, availability and quality of service may be measured.

13 The Licensee shall within 2 months after the end of each financial year submit to the Authority a report providing details of the performance of the Licensee during the previous financial year against the criteria referred to in paragraph 12. The report shall provide forecasts in terms of the performance against the criteria referred to in paragraph 12, for the period to 30 September 2017, in light of the Licensee's recent and planned network investment, along with an explanation of any shortfalls in performance against its forecasts. The Licensee shall also publish on an annual basis a copy of the report on its website.

Derogation

14 The Authority may from time to time (following consultation with the Licensee, (to the extent liable to be materially affected thereby) any electricity undertaking and such (if any) other licence holders as the Authority shall consider appropriate) issue directions relieving the Licensee of its obligations under paragraph 1 in respect of such parts of the Distribution System and to such extent as may be specified in the directions.

Publication

15 The Licensee shall give or send a copy of the Distribution System Security and Planning Standards, and of any revision thereto, to the Authority. The Licensee shall also publish a copy of the document on its website.

16 The Licensee shall, subject to paragraph 17, give or send a copy of any of the Distribution System Security and Planning Standards to any person requesting it.

17 The Licensee may make a charge for any copy given or sent pursuant to paragraph 16 of an amount reflecting the Licensee's reasonable costs of the document which will not exceed any amount specified for the time being for the purposes of this Condition in directions issued from time to time by the Authority.

Definitions

18 In this Condition:

6 System Support Services	○ means: (a) spinning reserve, fast start, reactive power, frequency control and such other services as any authorised electricity operator may be required to have available as system support services in association with any generation set pursuant to the Distribution Code or the Grid Code, including outage planning incentive arrangements; (b) any services relating to a reduction of demand or to other demand side measures that can be taken by a final consumer (or any persons acting on behalf, and with the authority, of a final consumer); and (c) any services that an electricity undertaking may have agreed to have available as system support services in its capacity as an electricity undertaking pursuant to an agreement made with the Licensee, 7 and which may be required by, or are available or offered (whether by way of sale or otherwise) to, the Licensee for the purpose of securing stability of operation on the Distribution System and/or the systems linked to the Distribution System.

Condition 20. Priority Dispatch

1 The Licensee shall comply with the Priority Dispatch Rules.

2 For the purposes of paragraph 1 the Licensee's obligation to comply with the Priority Dispatch Rules is an obligation to comply with (and to procure that the Relevant Subsidiary shall comply with) the provisions of the Priority Dispatch Rules so far as they are applicable to the Licensee.

3 The Authority may from time to time (following consultation with the Licensee and such (if any) other licence holders as the Authority shall consider appropriate) issue directions relieving the Licensee of its obligations under paragraph 2 in respect of such parts of the Priority Dispatch Rules and to such extent and subject to such conditions as may be specified in those directions.

Condition 21. Application of statutory powers

1. This condition applies to the licensee in accordance with Section 13 of the Order as it relates to Electricity Distributors.

Powers and rights to have effect

2. By virtue of this condition, all of the powers and rights conferred by or under the statutory provisions specified in paragraph 3 have effect in relation to the licensee to the extent that they are required for the purpose of enabling it to carry on the activities that it is Authorised or required to carry on by or under this licence.

Relevant statutory provisions

3. The statutory provisions referred to at paragraph 2 are:

   (a) Schedule 3 to the Order (which provides for the compulsory acquisition of land); and

   (b) Schedule 4 to the Order (which confers other powers and makes other provision, particularly in relation to street works).

Condition 22. Not Used

Condition 23. Land Bank

1 The Licensee shall deal with the land bank and any rights which it may have in relation to the whole or any part of it in accordance with such directions as the Authority shall from time to time issue to it. Such directions may:

(a) provide that the Licensee shall not dispose of the whole or any part of the land bank except with the prior written consent of the Authority and in accordance with the conditions (if any) of the consent;

(b) provide that the Licensee shall not agree to any assignment or amendment of, or terminate otherwise than in accordance with its terms, any relevant lease without the prior written consent of the Authority and in accordance with the conditions (if any) of the consent;

(c) specify:

(i) the conditions upon which the Licensee shall deal with any application from any person concerning the unlet land;

(ii) the obligations of the Licensee in relation to the maintenance, replacement or repair of any structure on the unlet land;

(iii) the steps the Licensee must take in relation to access to and the security of the unlet land; and

(iv) the length and other terms and conditions of any subsequent lease;

(d) provide that the Licensee shall not appropriate any part of the land bank for its own purposes or the purposes of any affiliate or related undertaking of the Licensee without the prior written consent of the Authority and in accordance with the conditions (if any) of the consent; and

(e) contain such other conditions in relation to the way in which the Licensee shall deal with the land bank or any such rights as the Authority shall think fit.

2 Any directions of the kind referred to in paragraph 1 shall be framed so as to ensure that in implementing them in accordance with their terms the Licensee shall neither suffer any financial loss nor secure any financial benefit by reason only of such implementation.

3 Where the amount calculated in accordance with paragraph 4 (the **"Land Bank Amount"**) is positive, the Distribution Business shall account to the Land Bank Business for a sum equal

to that amount. Where the Land Bank Amount is negative, the Land Bank Business shall account to the Distribution Business for a sum equal to the absolute value of that amount.

4 The Land Bank Amount shall be calculated, in respect of each Regulatory Reporting Year, as follows:

(a) an amount equal to the costs of the Land Bank Business:

(i) in dealing with the land bank in accordance with the directions issued to it by the Authority pursuant to paragraph 1; and

(ii) if and to the extent that no such directions have been issued in relation to any part of the land bank, in dealing with any such part;

(b) less any amount which the Land Bank Business has received (or is entitled to receive) from any person in connection with the land bank, including any amount in consideration of the grant, or consent to the assignment, of any relevant lease or the disposal of any part of the land bank.

5 In this Condition:

"disposal"	includes any sale, assignment, gift, lease, licence, the grant of any right of possession, loan, security, mortgage, charge or the grant of any other encumbrance or the permitting of any encumbrance to subsist or any other disposition to any third party and **"dispose"** shall be construed accordingly;
"Land Bank Amount"	has the meaning given to that expression in paragraph 3;
"initial lease"	means a designated lease granted to one of Ballylumford Power Limited, Belfast West Power Limited, Coolkeeragh Power Limited or Kilroot Power Limited;
"Regulatory Reporting Year"	has the meaning given to that expression in Annex 1;
"subsequent lease"	means a lease of any land forming part of the land bank other than an initial lease; and
"unlet land"	means any land forming part of the land bank and which is not subject to a relevant lease.

Condition 24. Payment Security Policy

1 The Licensee shall develop, and may from time to time amend, a payment security policy describing its security cover and debt recovery procedures in respect of each of the regulated distribution revenue and the PSO Charges (including details of what is to be considered reasonable recovery costs and reasonable interest for the purposes of calculating uncollected revenue).

2 The Licensee shall submit the payment security policy, and any amendments thereto, to the Authority for its approval. No policy or amendment shall be effective until approved by the Authority.

3 In this Condition:

"regulated distribution revenue"	means the transmission and distribution revenue (as defined in Annex 2) but excluding any revenue to be collected from the Transmission System Operator.
"PSO Charges"	has the meaning given to that expression in Condition 24A.

Condition 24A. PSO Agreement

1 The Licensee shall (as part of the Distribution Business and in respect of each Relevant Person) enter into, at all times remain a party to, and comply with the provisions of, an agreement in the form described in paragraph 2 (each a "**PSO Agreement**").

2 Each PSO Agreement shall be in the form approved from time to time by the Authority and designed to secure that the Licensee is entitled to recover (or, to pay, in cases where the Maximum Regulated PSO Amount is negative) the PSO Charges (as from time to time modified) from the Relevant Persons.

Setting the PSO Charges

3 The PSO Charges applying from time to time shall be set in accordance with Annex 1.

PSO Charge Schedule

4 The Licensee shall, as soon as practicable after this Condition shall have come into force and, in any event, not later than such date as the Authority shall specify in directions issued to the Licensee for the purposes of this Condition, and from time to time thereafter, draw up a schedule of the PSO Charges to be payable by (or, payable to, in cases where the Maximum Regulated PSO Amount is negative) Relevant Persons in accordance with the PSO Agreement from time to time.

5 Without prejudice to Annex 1, the schedule of PSO Charges shall:

(a) be in a form which shall require to be approved by the Authority; and

(b) contain such detail as shall be necessary to enable any Relevant Person to make a reasonable estimate of the charges to which it would become liable.

Miscellaneous

6 n recovering PSO Charges (or, paying, in cases where the Maximum Regulated PSO Amount is negative) and developing the schedule of PSO Charges, the Licensee shall not discriminate as between any Relevant Persons or class or classes of Relevant Persons.

7 The Licensee shall give or send a copy of the schedule of PSO Charges (as from time to time revised) to the Authority not later than 14 days before it is to be made available to any other person. The Licensee shall give or send a copy of the schedule of PSO Charges (as from time to time revised) to any person requesting the same.

8 The Licensee shall comply with any directions made by the Authority requiring the Licensee to alter the form of the schedule of PSO Charges in such manner as shall be specified in the directions, or so as to attain such objectives as may be specified in the directions.

Obligations in Respect of the NIE Energy Supply Amount and the PPB Amount

9 The Licensee shall enter into, and at all times remain party to, an agreement with NIE Energy (Supply) which provides for:

(a) notification by NIE Energy (Supply) of its schedule of monthly charges in relation to the NIE Energy Supply Amount for each Regulatory Tariff Year, in such amounts each month as NIE Energy (Supply) reasonably considers appropriate, and any mid-year adjustments that may from time to time be agreed with the Authority; and

(b) an obligation on the Licensee to make payments each month to NIE Energy (Supply) of the monthly charge relating to the NIE Energy Supply Amount (or, where the NIE Energy Supply Amount is a negative number, for payment in the relevant month of the monthly charge by NIE Energy (Supply) to the Licensee).

10 The Licensee shall enter into, and at all times remain party to, an agreement with NIE Energy (PPB) which provides for:

(a) notification by NIE Energy (PPB) of its schedule of monthly charges in relation to the PPB Amount for each Regulatory Reporting Year, in such amounts each month as NIE Energy (PPB) reasonably considers appropriate, and any mid-year adjustments that may from time to time be agreed with the Authority; and

(b) an obligation on the Licensee to make payments each month to NIE Energy (PPB) of the monthly charges in relation to the PPB Amount (or, where the PPB Amount is a negative number, for payment in the relevant month of the monthly charge by NIE Energy (PPB) to the Licensee).

11 Where the relevant monthly payment in respect of the NIE Energy Supply Amount or the PPB Amount is a positive number, the Licensee shall pay the relevant amount to NIE Energy (Supply) or NIE Energy (PPB) (as appropriate) in accordance with the agreement referred to in paragraph 9 or 10 (as appropriate).

12 The agreements referred to in paragraphs 9 and 10, and any amendment to them, shall require to be approved by the Authority.

Definitions

13 In this Condition, unless the context otherwise requires:

"Maximum Regulated PSO Amount"	has the meaning given to that expression in Annex 1.
"NIE Energy Supply Amount"	means the amount determined as such in accordance with annex 1 of the NIE Energy Supply Licence.
"NIE Energy (Supply)"	means the person authorised, from time to time, under the NIE Energy Supply Licence in its capacity as the holder of that licence, but excluding where it is acting in its capacity as the Power Procurement Business.
"NIE Energy (PPB)"	means the person authorised, from time to time, under the NIE Energy Supply Licence in its capacity as the holder of that licence, but excluding where it is acting otherwise than in its capacity as the Power Procurement Business.
"PPB Amount"	means the amount determined as such in accordance with annex 3 of the NIE Energy Supply Licence.
"PSO Charges"	means the charges set as such in accordance with paragraph 2.1 of Annex 1.
"Regulatory Reporting Year"	has the meaning given to that expression in Annex 1.
"Relevant Persons"	means relevant licensed suppliers and, where directed by the Authority, persons exempt from the requirement to hold a licence under Article 10(1)(c) of the Order.

Condition 25. PPB/Distribution Business Interface Agreement

General Duty

1 The Licensee shall, in common with the Power Procurement Business, prepare, obtain the Authority's approval of, and at all times have in force, implement and comply with, an agreement (the "**PTIA**") which:

(a) sets out the terms and arrangements referred to in paragraph 3;

(b) in so far as consistent with the terms and arrangements referred to in paragraph 3, is designed to maintain the confidentiality of protected information (as defined in Condition 10); and

(c) sets out the matters referred to in paragraph 4.

2 The Licensee shall be taken to have complied with paragraph 1 by:

(a) adopting as the PTIA, the document designated by the Authority as the PTIA, within 3 days of the Authority so designating such a document; and

(b) reviewing such document and proposing modifications to it in accordance with paragraphs 6, 7 and 8.

3 The terms and arrangements referred to in paragraph 1(a) are those terms and arrangements between the Licensee and the Power Procurement Business that are requisite for the enjoyment and discharge of the rights and obligations of the Licensee or the Power Procurement Business under this Licence or the NIE Energy Supply Licence (respectively) and such other code or document as may be specified from time to time by the Authority. The Licensee shall not enter into any terms or arrangements with the Power Procurement Business otherwise than pursuant to the PTIA or another document or code referred to in this Licence (or in the successor transmission licence).

4 The PTIA shall provide for any disputes between the parties thereto over revisions to the PTIA to be referred to the Authority for determination. In addition, the PTIA may provide for there to be referred to the Authority for determination such additional matters arising under the PTIA as may be specified in the PTIA.

5 The Licensee shall procure that no modifications, amendments or variations are made to the PTIA without the prior approval of the Authority.

Review of the Arrangements

6 Without prejudice to paragraph 5, the Licensee shall, in common with the Power Procurement Business, periodically, or at any time on the receipt of a request from the Authority to do so, review the PTIA and its implementation to:

(a) ensure that it meets the requirements of paragraphs 1, 3 and 4; and

(b) to consider whether any alternative arrangements would better achieve those requirements.

7 Following any such review, the Licensee shall, in common with the Power Procurement Business, send to the Authority:

(a) a report on the outcome of the review;

(b) any revisions which the Licensee and the Power Procurement Business agree should be made to the PTIA (having regard to the outcome of the review); and

(c) any matters on which the Licensee and the Power Procurement Business disagree (which matters will be referred to the Authority for determination in accordance with paragraph 4).

Revision of the Arrangements

8 Revisions to the PTIA proposed by the Licensee and sent to the Authority pursuant to sub-paragraph 7(b) shall require the Authority's approval before they may be made.

Publication of the Arrangements

9 Where, and to the extent, required to do so by the Authority, the Licensee shall publish the PTIA on its website.

Condition 26. Grid Code

1 The Licensee shall comply with the Grid Code in so far as applicable to it in its capacity as owner and operator of the Distribution System.

2 The Authority may, following consultation with the Transmission System Operator and any other electricity undertakings directly affected thereby, issue directions relieving the Licensee of its obligation under paragraph 1 in respect of such parts of the Grid Code and to such extent and subject to such conditions as may be specified in those directions.

Condition 27. Distribution Code

Establishment of the Distribution Code

1 Subject to paragraph 13, the Licensee shall prepare and at all times have in force, and shall (subject to paragraph 12) implement and comply with, a Distribution Code:

(a) covering all material technical aspects relating to connections to and the operation and use of the Distribution System or (insofar as relevant to the operation and use of the Distribution System) the operation of electric lines and electrical plant within Northern Ireland connected to the Distribution System or any other system in Northern Ireland for the distribution of electricity and (without prejudice to the foregoing) making express provision as to the matters referred to in paragraph 6; and

(b) which is designed so as to:

(i) permit the development, maintenance and operation of an efficient, co-ordinated and economical system for the distribution of electricity; and

(ii) neither prevent nor restrict competition in the generation and supply of electricity in Northern Ireland, or, to the extent that the Distribution Code may have such effect, on the Island of Ireland.

Reviews of the Code

2 The Distribution Code in force at the date on which this Condition becomes effective shall be the document approved as such by the Authority. Subsequently, the Licensee shall (in consultation with electricity undertakings, to the extent such persons are liable to be materially affected thereby) periodically review (including upon the request of the Authority) the Distribution Code and its implementation. Following any such review, the Licensee, shall send to the Authority:

(a) a report on the outcome of such review;

(b) any proposed revisions to the Distribution Code from time to time as the Licensee (having regard to the outcome of such review) reasonably thinks fit for the achievement of the objectives referred to in paragraph 1(b); and

(c) any written representations or objections from any electricity undertakings (including any proposals by such persons for revisions to the Distribution Code not accepted by the Licensee in the course of the review) arising during the consultation process and subsequently maintained.

Revision of the Code

3 Revisions to the Distribution Code proposed by the Licensee and sent to the Authority pursuant to paragraph 2 shall require the Authority's approval before they may be made.

4 Having regard to any written representations or objections referred to in sub-paragraph 2(c), and following such further consultation (if any) as the Authority may consider appropriate, the Authority may issue directions requiring the Licensee to revise the Distribution Code in such manner as may be specified in the directions, and the Licensee shall forthwith comply with any such directions.

5 The Authority shall be entitled, in order to implement the requisite arrangements referred to in condition 58 of the NIE Energy Supply Licence, to issue directions to the Licensee requiring the Licensee to revise the Distribution Code in such manner and with effect from such date as may be specified in the directions, and the Licensee shall comply with any such directions, provided that such revisions shall not affect the rights or obligations of any party to:

(a) a power purchase agreement that is not a cancellable generating unit agreement; or

(b) a cancellable generating unit agreement that has not, at the relevant time, been the subject of a cancellation direction,

under that agreement, beyond what may reasonably be regarded as de minimis in relation to that party.

Content of the Code

6 Subject to paragraph 13, the Distribution Code shall include:

(a) connection conditions specifying the technical, design and operational criteria to be complied with in respect of any connection or proposed connection at an entry or exit point on the Distribution System;

(b) a set of operating codes specifying conditions and procedures under or in accordance with which the Licensee shall operate the Distribution System, and under or in accordance with which other persons shall operate their plant and/or systems for the distribution of electricity in relation to the Distribution System (including procedures and conditions relating to outages of generation sets and associated power station equipment), insofar as is necessary to protect the security and quality of supply and to ensure the proper and safe operation of the Distribution System under both normal and abnormal operating conditions;

(c) a planning code specifying the requirements for the supply of information by persons connected (or seeking connection) at an entry point or an exit point on the

Distribution System, in order for the planning and development of the Distribution System to be undertaken, and specifying the technical and design criteria and procedures to be applied in the planning and development of the Distribution System and to be complied with by other persons connected or seeking connection at an entry point or an exit point on the Distribution System in the planning and development of their own plant and systems;

(d) insofar as necessary, a metering code setting out requirements and procedures for metering; and

(e) insofar as necessary, and taking into account the requirements of Condition 20 (Priority Dispatch), conditions and procedures under or in accordance with which the Licensee shall dispatch electricity generating installations connected to the Distribution System.

Copies of the Code

7 The Licensee shall ensure that a copy of the Distribution Code is given or sent to the Authority and the Department and is published on the Licensee's website.

8 The Licensee shall (subject to paragraph 9) ensure that a copy of the Distribution Code is given or sent to any person requesting it.

9 The Licensee may make a charge for any copy of the Distribution Code given or sent pursuant to paragraph 8 of an amount which will not exceed any amount specified for the time being for the purposes of this Condition in directions issued from time to time by the Authority.

Non-Discrimination

10 In preparing, implementing and complying with the Distribution Code the Licensee shall not:

(a) unduly discriminate against or unduly prefer any person or class or classes of persons in favour of or as against any other person or class or classes of persons; or

(b) restrict or prevent competition in generation or supply on the Island of Ireland.

11 The Licensee shall keep and maintain such records concerning its implementation of and compliance with the Distribution Code as are in accordance with such guidelines as the Authority shall from time to time have given to the Licensee and are, in the opinion of the Authority, sufficient to enable the Authority to assess whether the Licensee is performing the obligation imposed upon it under paragraph 10 concerning these matters and the Licensee shall furnish to the Authority such records (or such of these as the Authority may require) in such manner and at such times as the Authority may require.

Derogations

12 The Authority may from time to time (following consultation with the Licensee) issue directions relieving the Licensee of its obligations to implement or comply with, or to enforce against any other person any provision of, the Distribution Code in respect of such parts of the Distribution System to such extent as may be specified in the directions.

Definitions

13 In this Condition, unless the context otherwise requires:

"cancellable generating unit agreement"	shall have the meaning given to that term in the NIE Energy Supply Licence.
"power purchase agreement"	shall have the meaning given to that term in the NIE Energy Supply Licence.

Condition 28. Market Registration Service and Market Data Service

1 The Licensee shall establish, or procure the establishment of, and subsequently operate and maintain, or procure the subsequent operation and maintenance of:

(a) a service to be known as the Market Registration Service; and

(b) a service to be known as the Market Data Service.

2 The Market Registration Service shall fulfil the following functions:

(a) the maintenance of a register of technical and other data as is necessary to facilitate supply by any relevant licensed supplier to premises connected to the Distribution System, and to meet the reasonable requirements of relevant licensed suppliers, the Transmission System Operator, the Northern Ireland Market Operator Licensee and the Licensee in respect of such premises for information for settlement purposes, including:

(i) allocating and recording a unique meter point registration number for each meter point when it first becomes registered in the register;

(ii) the identity of the relevant licensed supplier responsible for the settlement of the electricity supplied to such premises;

(iii) such information as is required to enable information relating to the meter point to be submitted to settlement; and

(iv) an address of each such premises so far as is reasonably practicable having regard to the nature and source of information provided to the Licensee;

(b) the amendment in a timely manner of the register maintained in accordance with paragraph (a) to reflect changes of relevant licensed supplier to any premises and any other information relating to those premises;

(c) the provision, in a timely manner of such data referred to in paragraph (a) contained in the register as is reasonably required and requested:

(i) to any relevant licensed supplier who is registered as the supplier for the premises or who has been provided with the meter point registration number or customer reference number for the purposes of a change of relevant licensed supplier in respect of the premises;

(ii) for the purposes of settlement, including to the Transmission System Operator, the Northern Ireland Market Operator Licensee and the Licensee;

and

(iii) subject to any requirements for consent under the Market Registration Code, to any person identified in the Market Registration Code as entitled to such data for the purpose of facilitating changes of relevant licensed supplier in respect of any premises; and

(d) the maintenance of, and adequate publicity for, an enquiry service for the provision on request to any customer taking a supply of electricity (promptly and at no extra charge to the customer) of the meter point registration number (or, where that number has not yet been created, the customer reference number) of the meter point for the customer's premises (in the case of unmetered premises, to the extent the Licensee has such information).

3 The Market Data Service shall fulfil the following functions in respect of meter points for premises:

(a) the collection and verification of data from electricity meters installed to measure flows of electricity to or from any premises with a permanently metered supply;

(b) the compilation of data measuring the flow of electricity to or from unmetered premises;

(c) the processing, validation, estimation and substitution of consumption data in respect of flows of electricity to or from any premises ("consumption data");

(d) the collation and summation of such consumption data as required for settlement purposes;

(e) the transfer of processed consumption data as is reasonably required and requested:

(i) to any relevant licensed supplier who is registered as the supplier for the premises; and

(ii) for the purposes of settlement, including to the Transmission System Operator, the Northern Ireland Market Operator Licensee and the Licensee; and

(f) the exchange of information between the Licensee and relevant licensed suppliers to meet the reasonable requirements of relevant licensed suppliers and the Licensee in relation to requests by relevant licensed suppliers for relevant fieldwork.

(g) the maintenance, retention and provision of information, as is reasonably required and requested by a relevant licensed supplier, of the data collection activities

undertaken by the Licensee on behalf of the relevant licensed supplier.

4 In the provision of the Market Registration Service and the Market Data Service, the Licensee shall not discriminate as between any relevant licensed suppliers or any class or classes of relevant licensed suppliers except insofar as the differences in the terms or conditions of such provision:

(a) reasonably reflect the differences between the circumstances of such provision to one person or class of persons and another; and

(b) have been notified to the Authority together with supporting reasons, and the Authority has approved in advance the differences in the terms or conditions or the circumstances in which different terms or conditions may be applied.

5 Without prejudice to paragraph 4, the Licensee shall not make charges for the provision of the Market Registration Service and/or the Market Data Service to any relevant licensed supplier which differ from the charges for such provision to any other relevant licensed supplier or class or classes of relevant licensed suppliers except insofar as such differences:

(a) reasonably reflect material differences in the costs associated with such provision; and

(b) have been notified to the Authority together with supporting reasons, and the Authority has approved in advance the differences in charges or the circumstances in which different charges may be applied.

6 In the provision of Market Registration Services and Market Data Services, the Licensee shall not restrict, distort or prevent competition in the supply of electricity.

7 The Licensee shall be taken to have complied with its obligations under this Condition 28 where it:

(a) prepares (and has approved by the Authority) Market Registration Arrangements in accordance with Condition 29;

(b) complies with its obligations under the Market Registration Arrangements from time to time;

(c) proposes (in accordance with Condition 29) such revisions to the Market Registration Code as are necessary to ensure that the Market Registration Arrangements meet the requirements therefor set out in Condition 29; and

(d) complies with its obligations under paragraphs 4 and 5 of this Condition 28.

8 In this Condition, unless the context otherwise requires:

"meter point" includes, in the case of unmetered premises, a meter point for a group of unmetered premises.

"relevant fieldwork" means activities of the Licensee relating to a meter point that require the Licensee to perform work at the meter board and which may be requested by a relevant licensed supplier, comprising:

(a) special meter reads for meter points with non-half hourly metering equipment;

(b) installation, reconfiguration, repair, maintenance, inspection and testing, re-programming, removal and replacement of the electricity meter; and/or

(c) de-energisation or re-energisation of the meter point.

"settlement" includes under the Single Electricity Market Trading and Settlement Code, and the collection of levies, charges and fees generally applicable to participants or classes of participants in the Single Electricity Market.

"unmetered premises" means premises with a supply that is not a permanently metered supply.

Condition 29. Market Registration Arrangements

1 The Licensee shall establish market registration arrangements calculated to facilitate the achievement of the "**relevant objective**". For the purposes of this Condition 29, the relevant objective is to provide for the terms on which relevant licensed suppliers are provided with and participate in the Market Registration Service and the Market Data Service and to facilitate the fulfilment by the Licensee of its obligations as an appointed Meter Data Provider under the Single Electricity Market Trading and Settlement Code.

2 The Licensee shall, in connection with the establishment of the arrangements referred to in paragraph 1, prepare a Market Registration Code and a Market Registration Framework Agreement, each of which shall be furnished to the Authority for its approval.

3 The Market Registration Code shall include provisions for the:

(a) testing and review of the systems and processes of relevant licensed suppliers with a view to certifying, re-certifying and withdrawing certification of eligibility to participate in the market registration arrangements;

(b) grant and withdrawal of dispensations from one or more of the requirements relating to systems and processes referred to in paragraph (a) above;

(c) terms for the provision of the Market Registration Service and the Market Data Service in compliance with paragraph 6 of Condition 28;

(d) procedures and practices to be followed, and performance standards to be achieved, by the Licensee in the provision of the Market Data Service in relation to the functions referred to paragraph 3 of Condition 28;

(e) procedures and practices to be followed by relevant licensed suppliers in relation to the matters referred to in paragraphs (a) and (b) above, the Market Registration Service and the Market Data Service;

(f) calculation and payment of charges for participation in the market registration arrangements;

(g) arrangements for the variation of specified parts of the Market Registration Code following consultation with the Licensee and all relevant licensed suppliers and in compliance with paragraphs 8 to 11 (inclusive);

(h) referral to the Authority for determination of such matters arising under the market registration arrangements as may be specified therein.

4 The Market Registration Framework Agreement shall:

(a) require compliance with the Market Registration Code; and

(b) provide for the accession of new parties to the Market Registration Framework Agreement from time to time, and the means by which those parties can subsequently withdraw from the Market Registration Framework Agreement.

5 On application made by any relevant licensed supplier, or any person that has applied for a supply licence under Article 10 of the Order, the Licensee shall, as soon as practicable and (save where the Authority consents to a longer period) in any event not later than 14 days after receipt by the Licensee of the duly completed application, offer to enter into an agreement by which the applicant accedes to the Market Registration Framework Agreement in the form then approved by the Authority.

6 The Licensee shall not be obliged pursuant to this Condition to offer to enter or to enter into any agreement:

(a) if to do so would involve the Licensee:

(i) in breach of its duties under Article 12 of the Order; or

(ii) in breach of any regulations made under Article 32 of the Order, or any other enactment relating to safety or standards applicable in respect of the Distribution Business; or

(iii) in breach of the Conditions of this Licence; or

(iv) in breach of the Distribution Code; or

(b) if the person making the application does not undertake to be bound by such parts of the Distribution Code and of the Grid Code as the Authority shall from time to time specify in directions issued to the Licensee for the purposes of this Condition.

7 The Licensee shall not enter into any agreements or arrangements for the purposes of the relevant objective, except in conformity with the approved Market Registration Code and Market Registration Framework Agreement.

8 The Licensee shall, in consultation with any relevant licensed supplier liable to be materially affected thereby and such other persons as the Authority shall consider appropriate, review the Market Registration Code and its implementation:

(a) as the Licensee considers appropriate;

(b) upon receipt of a request for such a review made in accordance with the Market Registration Code; or

(c) at the request of the Authority.

9 Following such review, the Licensee shall send to the Authority:

(a) a report on the outcome of the review;

(b) any revisions which it is proposed to make to the Market Registration Code (having regard to the outcome of the review); and

(c) any written representations or objections from relevant licensed suppliers (including any proposals by such operators for revisions to the Market Registration Code not accepted by the Licensee in the course of the review) arising during the consultation process and subsequently maintained.

10 Revisions to the Market Registration Code:

(a) proposed by the Licensee and sent to the Authority pursuant to paragraph 9; or

(b) proposed under any arrangements for the variation of specified parts of the Market Registration Code contained in the Market Registration Code,

shall in each case not take effect unless they have been approved by the Authority.

11 The Authority may, following such further consultation (if any) as the Authority may consider appropriate and having regard to any written representation or objection referred to in paragraph 9(c), issue directions requiring the Licensee to revise the Market Registration Code as may be specified in the directions and the Licensee shall forthwith comply with any such directions.

12 Where it appears to the Licensee that there has been or there is going to be a revision of the Market Registration Code under paragraph 11 which has had or is likely to have a material effect on the financial position of the Licensee, the Licensee may require the Authority to determine whether the revision to the Market Registration Code has had or is likely to have such an effect and if so what charge, if any, the Licensee can make under the Market Registration Code to ensure that the financial position and performance of the Licensee is likely, so far as reasonably practicable, to be the same as if the relevant revision had not taken place.

13 Where there is a conflict or inconsistency between the terms of the Market Registration Code and the terms of the Single Electricity Market Trading and Settlement Code with the effect that the Licensee is unable to fulfil its obligations as an appointed Meter Data Provider under the Single Electricity Market Trading and Settlement Code, the Licensee shall:

(a) propose modifications to the Market Registration Code and/or the Single Electricity

Market Trading and Settlement Code (as it considers appropriate, or as directed by the Authority) in order to resolve the conflict or inconsistency; and

(b) provided it complies with sub-paragraph (a), be relieved of its obligations under Condition 16 to comply with the Single Electricity Market Trading and Settlement Code to the extent of such conflict or inconsistency until such time as such effect is overcome.

14 The Licensee will also (subject to paragraph 15) give or send a copy of the Market Registration Framework Agreement and the Market Registration Code to any person requesting the same.

15 The Licensee may make a charge for any copy given or sent pursuant to paragraph 14 of any amount reflecting the Licensee's reasonable costs of the documents which will not exceed any amount specified for the time being for the purposes of this Condition in directions issued from time to time by the Authority.

16 In this Condition:

"Meter Data Provider"	has the meaning given to it in the Single Electricity Market Trading and Settlement Code.

Condition 30. Requirement to Offer Terms for Connection to and Use of Distribution System

Part A – Use of System

Agreement for Use of System

1. Subject to paragraph 3, the Licensee shall, on receiving a request to do so from any person asking it to do so, offer to enter into an agreement for use of system under which it will:

   (a) accept into the Distribution System, at such entry point or points and in such quantities as may be specified in the request, electricity to be provided by or on behalf of such person; and

   (b) distribute by means of the Distribution System such quantities of electricity as are referred to in sub-paragraph (a) above (subject to any distribution losses) to such exit point or points on the Distribution System and to such person or persons as may be specified by the person making the request.

Charges and other terms for Use of System

2. Where the Licensee makes an offer to enter into an agreement for use of system under paragraph 1, it shall in that offer set out:

   (a) the charges to be paid by the person seeking use of system, such charges (unless manifestly inappropriate) to be consistent with and referable to the statement prepared in accordance with paragraph 1(a) (or, as the case may be, paragraph 8) of Condition 32 or any revision thereof and to be in conformity with the requirements of paragraph 4 of Condition 32; and

   (b) such other detailed terms as may be appropriate for the purposes of the agreement.

Exceptions

3. The Licensee shall not be obliged pursuant to paragraph 1 to offer to enter, or to enter into, a an agreement for use of system if to do so would involve the Licensee:

   (a) in breach of any regulations made under Article 32 of the Order or of any other enactment relating to safety or standards applicable in respect of the Distribution Business;

   (b) in breach of its duties under Article 12 of the Order;

   (c) in breach of the Distribution Code; or

   (d) if the person making the application does not undertake to be bound by such parts of the Distribution Code and to such extent as the Authority shall from time to time specify in directions issued to the Licensee for the purposes of this Condition.

Responding to Use of System Requests – Timings

4. Where any person makes a request to the Licensee for use of system, the Licensee shall:

   (a) as soon as practicable; and

(b) in any event no later than:

(i) where the request is for use of system only, 28 days; and

(ii) where the request is for both a connection to the Distribution System and use of system, 3 months,

after receipt by the Licensee of all such information in relation to the request for use of system as the Licensee may reasonably require,

(c) offer terms for an agreement for use of system; or

(d) inform the person requesting use of system that the Licensee is unable to offer terms for by virtue of one or more of the exceptions set out in paragraph 3 above, together with the Licensee's reasons for the application of the relevant exception.

Part B – Distribution Connections

Treatment of Connection Requests

5. Where the Licensee receives a request from any person asking it to make a connection between (1) any premises or any other electricity distribution or transmission system, and (2) the Distribution System, the Licensee:

(a) shall not treat that request as anything other than a notice given under Article 20(1) of the Order requiring it to make a connection pursuant to Article 19(1) of the Order; and

(b) to the extent that the request does not comply with the requirements of Article 20 of the Order, shall take all reasonable steps, including by way of providing information and assistance to the person making the request, to ensure that it does so comply.

Responding to Connection Requests - Timings

6. Where the Licensee receives a request from any person for a connection to made to the Distribution System, the Licensee shall:

(a) as soon as practicable; and

(b) in any event no later than 3 months,

after receipt by the Licensee of an application containing all such information in relation to the required connection as the Licensee may reasonably request:

(c) offer terms for the making of the connection, which offer meets the requirements of Article 20(5) of the Order, save where the applicant has, under and in accordance with Article 25 of the Order, agreed with the Licensee that the making of the connection may be on such terms as may be agreed between them, and paragraphs 7 to 11 below; or

(d) inform the person requesting the connection that the Licensee is unable to offer terms for the making of the connection by virtue of one or more the exceptions available to the Licensee under Article 21 of the Order, together with the Licensee's reasons for the application of the relevant exception.

7. The Authority may on the application of:

(a) the Licensee, following consultation by the Licensee with the person requesting the connection and such other persons as the Licensee considers may be affected or interested,

consent in writing that the period of 3 months specified in paragraph 6(b) shall, subject to such conditions as may be specified, be a longer period (including by reference to a specific date) as specified in the consent.

Provision of information about connection terms

8. Where the Licensee makes an offer to make a connection under Article 19(1) of the Order, it shall ensure that the offer makes detailed provision in relation to:

(a) any works, and carrying out of any such works, that are required to connect the Distribution System to any other system for the transmission or distribution of electricity and for the obtaining of any consents necessary for such purposes;

(b) any works, and the carrying out of any such works, required in respect of the extension or reinforcement of the Distribution System which in the opinion of the Licensee are necessary or appropriate by reason of making the connection and for the obtaining of any consents necessary for such purposes;

(c) the installation of:

(i) any electricity meters required to enable the Licensee to measure the electricity being accepted into the Distribution System at the specified entry point or points or leaving the Distribution System at the specified exit point or points;

(ii) any special metering, telemetry or data processing equipment for the purpose of:

(A) enabling any person who is bound to comply with the Distribution Code to comply with its obligations in respect to metering; or

(B) enabling the Licensee's performance of any related service;

(d) the installation of such switchgear or other apparatus (if any) as may be required for the interruption of supply.

Charges and other terms for connection

9. Where the Licensee offers to make a connection under Article 19(1) of the Order, it shall in that offer set out:

(a) the connection charges to be paid to the Licensee, such charges (unless manifestly inappropriate):

(i) to be presented in such a way as to be consistent with and referable to the statements prepared in accordance with paragraph 1(b) (or, as the case may be, paragraph 8) of Condition 32, or any revision thereof; and

(ii) to be set in conformity with the requirements of paragraphs 6 and 7 of Condition 32;

(b) such other detailed terms as may be appropriate for the purposes of making the connection; and

(c) taking account of paragraph 10 below, the date by which any works required for the making of the connection (including for this purpose any works to reinforce or extend the Distribution System) shall be completed.

10. Where the Licensee receives a connection request which relates to a Relevant Generation Connection:

(a) the date referred to in paragraph 9(c) shall be no later than 24 months of the date the connection offer is accepted (the 'relevant period'), unless it is not reasonably practicable for the works to be completed within the relevant period (in which case the licensee shall provide the person requesting the connection with the reasons why it is not reasonably practicable for the works to be completed within the relevant period); and

(b) unless otherwise agreed by the person requesting the connection (the 'applicant'), a failure to complete such works, within the control of the licensee, by the date specified shall, where the Licensee's terms for making the connection are accepted by the applicant, be considered to be a material breach of the agreement entered into between the parties such that the applicant is entitled to bring the agreement to an end.

11. For the purpose of determining an appropriate proportion of the costs directly or indirectly incurred in carrying out works (or in relation to any of the other matters referred to in paragraph 6 of Condition 32) under an agreement for making a connection or modification to an existing connection the Licensee shall have regard to:

(a) the benefit (if any) to be obtained or likely in the future to be obtained by the Licensee or any other person as a result of the carrying out of such works (or of such other matters) whether by reason of the reinforcement or extension of the Distribution System or the provision of additional entry or exit points on such system or otherwise; and

(b) the ability or likely future ability of the Licensee to recoup a proportion of such costs from third parties.

Works on the transmission system

12. Where, in response to a request for a connection to the Distribution System, the Licensee is, following consultation, advised by the Transmission System Operator that works are also required on the transmission system, the references in paragraph 8 to works on the Distribution System shall apply equally to works on the transmission system.

Part C – Definitions and Interpretation

Definitions

13. In this Condition:

"**high efficiency cogeneration**"	has the meaning given to it in Directive 2012/72/EU of the European Parliament and of the Council of 25 October 2012 on energy efficiency.

"Relevant Generation Connection"		means a connection between the Distribution System and a high efficiency cogeneration generating installation (the 'relevant premises') the purpose of which is to enable the Distribution System to receive a supply of electricity from the relevant premises.

Condition 31. Functions of the Authority – Distribution Use of System Agreement Disputes

1. Paragraph 2 applies where the Licensee:

   (a) receives a request pursuant to paragraph 1 of Condition 30; and :

   (b) in response to that request:

      (i) informs a person requesting use of system that the Licensee is unable to offer terms for such use of system by virtue of one or more the exceptions set out in paragraph 3 of Condition 30; or

      (ii) offers terms to enter into an agreement for use of system which terms are not accepted by the person requesting use of system.

2. Where this paragraph applies, the Authority may, pursuant to Article 11(3)(c) of the Order and on the application of either the person requesting use of system or the Licensee, settle any dispute between the Licensee and that person in respect of the agreement for use of system in such manner as appears to the Authority to be reasonable having (insofar as relevant) regard in particular to the following considerations:

   (a) that such person should pay to the Licensee the use of system charges determined in accordance with paragraph 3 of Condition 32;

   (b) that the performance by the Licensee of its obligations under the agreement should not involve the Licensee in a breach such as is referred to in paragraph 3 of Condition 30;

   (c) that the terms and conditions of the agreement so settled by the Authority and of any other agreements entered into by the Licensee pursuant to an application under paragraph 1 of Condition 30 should be, so far as circumstances allow, in as similar a form as is practicable.

3. Where the person requesting use of system wishes to proceed on the basis of the agreement as settled by the Authority, the Licensee shall forthwith enter into and implement such agreement in accordance with its terms.

4. If either party to an agreement for use of system entered into pursuant to Condition 30 or this Condition proposes to vary the contractual terms of such agreement in any manner provided for under such agreement, the Authority may, at the request of the Licensee or other party to such agreement, settle any dispute relating to such variation in such manner as appears to the Authority to be reasonable.

Condition 32. Basis of Charges for Use of and Connection to the Distribution System

Preparation of statements on basis of charging

1 The Licensee shall, as soon as practicable after this Condition comes into effect (and, in any event, not later than such date as the Authority shall specify in directions issued to the Licensee for the purposes of this Condition), prepare a statement approved by the Authority setting out the basis upon which charges will be made, as part of the Distribution Business, for:

(a) use of the Distribution System;

(b) connection to the Distribution System; and

(c) any other matters for which the Licensee (with the approval of the Authority) levies charges.

2 The Licensee shall, where it is responsible for the balancing of the Distribution System and provides and levies charges for the provision of balancing services, prepare a statement approved by the Authority setting out the basis upon which charges will be made for such balancing services and/or for energy imbalances.

3 The Licensee shall ensure that the charges provided for in, or calculated in accordance with, the statements referred to in paragraphs 1 and 2 are neither designed to prevent nor have the effect of preventing the operation of an organised electricity market in any of the services referred to in paragraph 2 of Annex XI of Directive 2012/72/EU of the European Parliament and of the Council of 25 October 2012 on energy efficiency.

4 The statements referred to in paragraphs 1 and 2 shall be in such form and to contain such detail as shall be necessary to enable any person to make a reasonable estimate of the charges to which it would become liable for the provision of such services, and (without prejudice to the foregoing) including such of the information set out in paragraphs 5 and 6 as is required by such paragraphs to be included in the statement.

Use of the Distribution System

5 Except to the extent that the Authority shall otherwise specify, the statement referred to in paragraph 1 shall in respect of use of system include:

(a) a schedule of charges for transport of electricity under use of system;

(b) a schedule of adjustment factors to be made (where appropriate) in respect of distribution losses;

(c) the methods by which and the principles on which charges (if any) for availability of distribution capacity on the Distribution System will be made;

(d) a schedule of charges in respect of meter reading, accounting and administrative charges;

(e) a schedule of the charges (if any) which may be made for the provision and installation of any meters or electrical plant at entry or exit points, the provision and installation of which is ancillary to the grant of use of system, and for the maintenance of meters or electrical plant; and

(f) such other matters as shall be specified in directions issued by the Authority from time to time for the purposes of this Condition.

Connection to the Distribution System

6 The statements referred to in paragraph 1 shall in respect of connections to the Distribution System include:

(a) a schedule listing those items (including the carrying out of works and the provision and installation of electric lines or electrical plant or meters) of significant cost liable to be required for the purpose of connection (at entry or exit points) to the Distribution System for which connection charges may be made or levied and including (where practicable) indicative charges for each such item and (in other cases) an explanation of the methods by which and the principles on which such charges will be calculated;

(b) the methods by which and the principles on which any charges will be made in respect of extension or reinforcement of the Distribution System rendered necessary or appropriate by virtue of providing connection to or use of system to any person seeking connection;

(c) the methods by which and the principles on which connection charges will be made in circumstances where the electric lines or electrical plant to be installed are of greater size or capacity than that required for use of the Distribution System by the person seeking connection;

(d) the methods by which and the principles on which any charges (including any capitalised charge) will be made for maintenance and repair required of electric lines, electrical plant or meters provided and installed for making a connection to the Distribution System;

(e) the methods by which and the principles on which any charges will be made for the

provision of special metering or telemetry or data processing equipment by the Licensee for the purposes of enabling any person which is bound to comply with the Distribution Code to comply with its obligations in respect of metering thereunder, or for the performance by the Licensee of any service in relation thereto;

(f) the methods by which and principles on which any charges will be made for disconnection from the Distribution System and the removal of electrical plant, electric lines and ancillary meters following disconnection; and

(g) such other matters as shall be specified in directions issued by the Authority from time to time for the purposes of this Condition.

7 Connection charges for those items referred to in paragraph 6 shall be set at a level which will enable the Licensee to recover:

(a) the appropriate proportion of the costs directly or indirectly incurred in carrying out any works, the extension or reinforcement of the Distribution System and the provision and installation, maintenance and repair and, following disconnection, removal of any electric lines, electrical plant, meters, special metering, telemetry, data processing equipment or other items; and

(b) a reasonable rate of return on the capital represented by such costs.

Preparation of statement on distribution system capacity

8 If so requested and subject to paragraphs 9 and 15, the Licensee shall, as soon as practicable and in any event within 28 days (or where the Authority so approves such longer period as the Licensee may reasonably require having regard to the nature and complexity of the request) after the date referred to in paragraph 16, give or send to any person making such request a statement showing present and future circuit capacity, forecast power flows and loading on the part or parts of the Distribution System specified in the request and fault levels for each distribution node covered by the request and containing:

(a) such further information as shall be reasonably necessary to enable such person to identify and evaluate the opportunities available when connecting to and making use of the part or parts of the Distribution System specified in the request; and

(b) if so requested, a commentary prepared by the Licensee indicating its view as to the suitability of the part or parts of the Distribution System specified in the request for new connections and transport of further quantities of electricity;

provided that the Authority may, upon application of the Licensee, relieve the Licensee from the obligation to prepare any such statement in respect of any period and any part or parts

of the Distribution System specified in directions issued to the Licensee by the Authority from time to time for the purposes of this Condition.

9 Except as provided in sub-paragraphs (a) and (b) below, the Licensee shall include in every statement prepared or (as the case may be) given or sent under paragraph 8 the information required by such paragraph:

(a) the Licensee may with the prior consent of the Authority omit from any such statement any details as to circuit capacity, power flows, loading or other information, disclosure of which would, in the view of the Authority, seriously and prejudicially affect the commercial interests of the Licensee or any third party.

(b) the Licensee may omit from any statement given or sent under paragraph 8 any information the disclosure of which would place the Licensee in breach of Condition 10.

Preparation of new statements, circulation and charging

10 In addition to, and without prejudice to, the Licensee's obligations under paragraphs 1 and 2, the Licensee shall, upon being directed to do so in directions issued by the Authority from time to time for the purposes of this Condition and within such period as shall be specified in the directions, prepare a statement or statements approved by the Authority providing that charges for use of the Distribution System, for connection to the Distribution System and/or for the provision of any balancing services provided by the Licensee, will be made on such basis as shall be specified in the directions and such statement or statements shall be in such form and contain such detail as shall be necessary to enable any person to make a reasonable estimate of the charges to which it would become liable for the provision of such services and (without prejudice to the foregoing) including such information as shall be specified in the directions. Each statement prepared in accordance with this paragraph shall, with effect from the date on which it is approved by the Authority or such later date as the Authority shall specify, replace the corresponding statement prepared by the Licensee in accordance with paragraph 1 and 2 or, as the case may be, this paragraph (as from time to time revised in accordance with paragraph 11) which is in force at such date and the Licensee shall, with effect from such date make charges in accordance with the statement (as from time to time revised in accordance with paragraph 11) which has replaced such corresponding statement.

11 The Licensee may periodically revise the information set out in and, with the approval of the Authority, alter the form of the statements prepared in accordance with paragraphs 1, 2 and 10 and shall, at least once in every year this Licence is in force, revise such statements in order that the information set out in the statements shall continue to be accurate in all material respects.

12 The Licensee shall send a copy of the statements prepared in accordance with paragraphs 1, 2 and 10 and of each revision of such statements in accordance with paragraph 11 to the Authority. Each such revision shall require to be approved by the Authority and shall not become effective until approved by the Authority.

13 The Licensee shall give or send a copy of the statements prepared in accordance with paragraphs 1, 2 and 10 or (as the case may be) of the latest revision of such statements in accordance with paragraph 11 approved by the Authority pursuant to such paragraph to any person who requests a copy of such statement or statements.

14 The Licensee may make a charge for any statement given or sent pursuant to paragraph 13 of an amount reflecting the Licensee's reasonable costs of providing such a statement which shall not exceed the maximum amount specified in directions issued by the Authority from time to time for the purposes of this Condition.

15 The Licensee may within 10 days after receipt of the request provide an estimate of its reasonable costs in the preparation of any statement referred to in paragraph 8, and its obligation to provide such statement shall be conditional on the person requesting such statement agreeing to pay the amount estimated or such other amount as the Authority may, upon the application of the Licensee or the person requesting such statement, direct.

16 For the purposes of paragraph 8, the date referred to shall be the later of:

(a) the date of receipt of the request referred to in paragraph 8; or

(b) the date on which the Licensee receives agreement from the person making the request to pay the amount estimated or on which an amount is determined by the Authority (as the case may be) under paragraph 15.

Non-discrimination

17 The Licensee shall ensure that charges made to all relevant suppliers for use of the Distribution System by customers whose Maximum Import Capacity (MIC) is less than 1,000 kVA shall be the same, irrespective of where such customers are located or reside.

18 The Licensee shall not, in setting its charges for use of system or connection, restrict, distort or prevent competition in the generation, transmission, distribution or supply of electricity.

19 "Maximum Import Capacity" means the maximum amount of electricity, recorded in kVA, that has been agreed (between the Licensee and the customer) can be supplied to the connection point.

Condition 33. Supplier of Last Resort Payment Claims

1 This Condition sets out the circumstances in which the Licensee shall increase its Charges in order to compensate any electricity supplier (a "**Claimant**") which claims for losses that it has incurred in complying with a supplier of last resort direction under its licence.

Increase in Charges

2 Where the Licensee receives a Last Resort Claim, the Licensee shall:

(a) increase the Charges in respect of the Relevant Year by such an amount as the Licensee reasonably estimates will secure an increase in revenue from the Charges equal to the Claimed Amount; and

(b) pay to the Claimant, as soon as practicable and in quarterly instalments, an amount equal to the additional revenue from the Charges received by the Licensee in respect of the Relevant Year as a result of the increase referred to in sub-paragraph (a) (to the extent such amount does not exceed the Claimed Amount).

3 If the amount paid to the Claimant under paragraph 2(b) is less than the Claimed Amount (a "**shortfall**"), the Licensee shall:

(a) increase the Charges in respect of the Year following the Relevant Year by such an amount as the Licensee reasonably estimates will secure an increase in revenue from the Charges equal to the amount of the shortfall together with 12 months' interest thereon (the "**Shortfall Amount**"); and

(b) pay to the Claimant, as soon as practicable and in quarterly instalments, an amount equal to the additional revenue from the Charges revenue received by the Licensee in respect of such Year as a result of the increase referred to in sub-paragraph (a) (to the extent such amount does not exceed the Shortfall Amount).

Decrease in Charges

4 If the additional revenue from the Charges received by the Licensee, in respect of any Year, as a result of the increase referred to in paragraph 2(a) or 3(a) exceeds the Claimed Amount or the Shortfall Amount (respectively), the Licensee shall, in respect of the Year following that Year, decrease the PSO Charges by such an amount as the Licensee reasonably estimates will secure a decrease in revenue from the Charges equal to the amount of such excess together with 12 months' interest thereon.

Statements

5 The Licensee shall prepare, in respect of each Year in which it increases or decreases charges in pursuance of paragraph 2, 3 or 4, a statement showing:

(a) the aggregate amount of its revenue derived from increases in charges in pursuance of paragraph 2;

(b) the aggregate amount of its revenue derived from increases in charges in pursuance of paragraph 3;

(c) the aggregate amount of the decrease in its revenue resulting from decreases in charges in pursuance of paragraph 4; and

(d) in the case of each Last Resort Claim, the aggregate payments to the Claimant made in respect of the Year in question (whenever those payments were made).

6 The Licensee shall give the statements referred to in paragraph 5 to the Authority within the first 4 months of the Year following that to which they relate. On giving the statement referred to in paragraph 5(d) to the Authority, the Licensee shall also publish it in such manner as, in the reasonable opinion of the Licensee, will secure adequate publicity for it.

Miscellaneous

7 Any question whether any estimate for the purposes of paragraph 2, 3 or 4 is a reasonable one shall be determined by the Authority.

8 In calculating the revenue received by the Licensee from the Charges during any period for the purposes of Annex 1, any increase or decrease in revenue attributable to the Licensee's compliance with this Condition shall be treated as if it had not occurred.

9 All references in this Condition to interest shall be references to simple interest charged at the base lending rate of Northern Bank Limited from time to time.

Definitions

10 In this Condition, unless the context otherwise requires:

"**Charges**"	means the PSO Charges (as defined in Condition 24A).
"**Claimed Amount**"	means, in respect of any Last Resort Claim, the amount set out in the Last Resort Claim, together with interest for the period commencing on the date the Last Resort Claim was received by the Licensee and ending on the date which is 61 days before the start of the Relevant Year

	(except where such period is of 30 days or less, in which case no interest shall be added).
"Last Resort Claim"	means a claim for which a Claimant has been given consent by the Authority pursuant to a condition of the Claimant's licence that provides for supplier of last resort payments.
"Relevant Year"	means, in respect of any Last Resort Claim: (a) where the claim was received by the Licensee at least 60 days before the beginning of a Year, that Year; or (b) where the claim was received by the Licensee less than 60 days before the beginning of a Year, the next Year.
"Year"	means a period of 12 months beginning with 1 April.

Condition 34. Standards of performance

1 The Licensee shall (and shall procure that the Relevant Subsidiary shall) conduct the Distribution Business in the manner which it reasonably considers to be best calculated to achieve any standards of overall performance that may be determined by the Authority pursuant to Article 43A of the Order.

Condition 35. Provision of comments to the Authority on information and advice

1 The Licensee shall, if so requested by the Authority, give reasoned comments on the accuracy and text of any information and advice, so far as relating to the Distribution Business, which the Authority proposes to publish pursuant to Article 7 of the Energy Order.

2 The Licensee may not be required by the Authority to furnish it under this Condition with information for the purpose of the exercise of its functions under Article 7 of the Energy Order.

3 The Licensee may not be required by the Authority to furnish it under this Condition with any information in relation to an enforcement matter which the Licensee could not be compelled to produce or give in evidence in civil proceedings in the High Court.

4 In paragraphs 2 and 3, "**information**" shall include any documents, accounts, estimates, returns or reports (whether or not prepared specifically at the request of the Authority) of any description specified by the Authority.

Condition 36. Licensee's apparatus on customers' side of meter

1 This Condition applies where the Licensee installs (or arranges for the Relevant Subsidiary to install) a second meter or other apparatus for the purpose of ascertaining or regulating the amount of electricity supplied, the period of supply, or any other quantity or time connected with the supply on the customer's side of the meter or meters registering the quantity of the supply to a Domestic Customer.

2 Any second meter or other apparatus installed by the Licensee (or the Relevant Subsidiary) in the position and for a purpose described in paragraph 1 shall be such that the power consumed by it, when aggregated with the power consumed by any other meter or apparatus installed by the Licensee in the like position and for a like purpose in relation to the Domestic Customer, does not exceed 10 watts except where otherwise agreed with the customer.

3 In this Condition:

"Domestic Customer"	has the meaning given to that expression in the NIE Energy Supply Licence.

Condition 37: Code of Practice for Consumers in Vulnerable Circumstances

1. The arrangements in the Code of Practice for Consumers in Vulnerable Circumstances shall be applicable to persons occupying domestic premises.

2. The Licensee shall (and shall procure that its agents or sub-contractors shall) comply with the obligations applicable to it under the Code of Practice for Consumers in Vulnerable Circumstances.

3. The Authority, following consultation with the Licensee, the General Consumer Council and any other person who in the opinion of the Authority is likely to be interested or affected, may from time to time make such modifications to the Code of Practice for Consumers in Vulnerable Circumstances, as the Authority considers are necessary or expedient.

4. In this Condition:

Code of Practice for Consumers in Vulnerable Circumstances	means the relevant document of that name, prepared and published from time to time by the Authority, relating to the activities for protecting consumers in vulnerable circumstances.
Vulnerable or Vulnerability	means 'A consumer is deemed vulnerable when their personal characteristics or circumstances reduce their ability to engage effectively and achieve fair outcomes. A vulnerable consumer is significantly less able to protect or represent their interests and significantly more likely to suffer detrimental impacts on their health, wellbeing or finances'.
Agents or Subcontractors	means any person directly or indirectly authorised to represent the Licensee in its dealings with consumers or other Licensees.

Condition 38. Complaint handling procedure

1 Subject to the requirements of paragraph 2 below, the Licensee shall, by SEM Go-Live (or such later date as the Authority may direct), prepare a Code of Practice establishing a procedure for handling complaints from customers about the manner in which the Licensee (or the Relevant Subsidiary) conducts the Distribution Business and any procedure established in accordance with this Condition shall specify the periods within which it is intended that different descriptions of complaint should be processed and resolved.

2 The Licensee shall comply with the requirements set out in Condition 41, as if they were set out in this Condition.

3 "**Code of Practice**" in this Condition means the Code of Practice from time to time in force which is required to be prepared pursuant to this Condition, in relation to the complaint handling procedure.

Condition 39. Code of Practice for the Theft of Electricity

1. The Licensee shall (and shall procure that its Agents or Sub-contractors shall) comply with the obligations applicable to it under, the Code of Practice for the Theft of Electricity.

2. The Authority, following consultation with the Licensee, the General Consumer Council and any other person who in the opinion of the Authority is likely to be interested or affected, may from time to time make such modifications to the Code of Practice for the Theft of Electricity, as the Authority considers necessary or expedient.

3. In order to comply with the obligations of the Code of Practice for the Theft of Electricity, the Licensee shall establish and comply with Procedures to facilitate the prevention, detection, investigation (and management of the outcome of investigation) of the theft of electricity.

4. In this Condition:

Code of Practice for the Theft of Electricity	means the relevant document of that name, prepared and published from time to time by the Authority, relating to the activities for the prevention, detection, investigation (and management of the outcome of investigation) of the theft of electricity.
Procedures	means the detailed industry procedures established, maintained, and from time to time amended, which set out the procedures and practices to be followed by the Licensee to ensure its compliance with the Code of Practice for the Theft of Electricity.
Agents or Subcontractors	means any person directly or indirectly authorised to represent the Licensee in its dealings with electricity customers or other Licensees.

Condition 40. Relations with the General Consumer Council

1 The Licensee shall meet with the General Consumer Council whenever requested to do so by it, up to a maximum of 6 times in every year during the period of the Licence.

2 Without prejudice to paragraph 1, the Licensee shall meet the General Consumer Council at least once in every year during the period of the Licence.

3 In at least one meeting with the General Consumer Council in every year during the period of the Licence, the Licensee shall be represented by one or more directors of the Licensee.

Condition 41. Preparation, review of and compliance with Codes of Practice

1 This Condition applies to the Code of Practice required to be prepared by the Licensee pursuant to Condition 38 (a "**Code**").

2 The Licensee shall, before submitting a Code to the Authority for its approval, consult the General Consumer Council and shall consider any representations made by it on the Code or the manner in which it is likely to be operated.

3 The Licensee shall submit the Code to the Authority for its approval.

4 If, within 30 days from the day the Licensee first submitted the Code to the Authority for its approval, the Authority notifies the Licensee that it considers that the Code does not meet the requirements of this Licence the Licensee shall immediately make such changes to the Code as the Authority may require.

5 The Licensee shall whenever requested to do so by the Authority review the Code and the manner in which it has been operated, with a view to determining whether any modification should be made to the Code or to the manner of its operation.

6 In carrying out any such review the Licensee shall consult the General Consumer Council and shall consider any representations made by it about the Code or the manner in which it is likely to be or has been operated.

7 After consulting the General Consumer Council in accordance with paragraph 6, the Licensee shall submit any revision of the Code which it wishes to make to the Authority for its approval and if the Authority approves the revision, the Licensee shall, following receipt of the Authority's approval in writing, then revise the Code appropriately. If the Authority does not approve the revision, the Licensee shall make further revisions to the Code as the Authority may require, in order to meet the requirements of the Licence.

8 The Licensee shall:

(a) as soon as practicable following the preparation of the Code or any revision made to it, send to the Authority and the General Consumer Council a copy of the Code or such revision in the form approved by the Authority;

(b) draw to the attention of its customers the existence of the Code and each substantive revision of it and how they may inspect or obtain a copy of the Code in its latest form;

(c) make a copy of the Code available for inspection by members of the public at each of the relevant premises during normal opening hours;

(d) give or send free of charge a copy of the Code (as from time to time revised) to any

person who requests it; and

(e) make available to members of the public, in such form and in such manner as the Authority considers appropriate, information published by the Authority pursuant to Article 7 of the Energy Order.

9 No changes may be made to the Code otherwise than in accordance with this Condition.

10 Subject to paragraph 12 the Licensee shall ensure, so far as reasonably practicable, that it complies with the terms of and the arrangements or procedures (as the case may be) as are contained in or described by each Code to which this Condition applies or any revision to such Code approved by the Authority.

11 The Licensee shall provide the Authority with all assistance reasonably necessary to enable the Authority to monitor the implementation and operation of any Code and this assistance shall include, without limitation, permitting the Authority access to relevant documentation held by the Licensee.

12 The Authority may (following consultation with the Licensee) issue directions relieving the Licensee of any of its obligations under Conditions 37 and 38 and this Condition 41 to such an extent as may be specified in those directions and subject to such terms and conditions as the Authority thinks fit.

Condition 42. Charge Restriction Applicable to the Transmission and Distribution Business

1 The Licensee shall comply with the conditions set out in Annex 2.

2 In accordance with and by virtue of Regulation 90(3) of the Internal Markets Regulations this Condition and Annex 2 shall be taken as relating to the activities authorised by the Licence and by the successor transmission licence taken together.

Condition 43. Energy Efficiency and The Northern Ireland Sustainable Energy Programme

1 The Licensee shall establish a fund (for such period and amount as may be specified in the Framework Document) (the "Fund") for the purpose of subsidising the operation and delivery of improvement measures in accordance with an energy efficiency programme to be known as the Northern Ireland Sustainable Energy Programme (NISEP).

2 The Licensee shall establish and operate procedures for the making of payments from the Fund to any Participating Party or Programme Administrator in such manner and at such times as may be specified in accordance with any Payment Notice, provided that in any Regulatory Reporting Year the Licensee shall not be required to make payments from the Fund which exceed the NISEP Total Amount for such year.

3 The Licensee shall fund its obligations under this Condition in accordance with the provisions of Annex 1.

4 The Licensee shall comply with any reasonable request for information made by the Authority in connection with this Condition.

5 The Licensee shall maintain at all times accurate and up to date records as to:

(a) the amount of money held within the Fund at any particular point in time;

(b) any amounts paid to Participating Parties and Programme Administrators in each year (including the particular amounts paid as incentive payments as the same are provided pursuant to the Framework Document); and

(c) any other reasonable and necessary costs incurred by the Licensee arising from the administration of the Fund.

6 In this Condition:

"Framework Document"	means the document entitled the Framework for Northern Ireland's Energy Efficiency Levy Programme prepared by the Energy Saving Trust on behalf of the Authority dated September 2008 or any document which supersedes such document.
"Fund"	has the meaning given to it in paragraph 1.
"NISEP"	means the energy efficiency programme known as the Northern Ireland Sustainable Energy Programme which

	is designed to promote energy efficiency measures and/or the use of renewable technologies and is approved for the purposes of this Condition by the Authority (or any successor or alternative energy efficiency programme which the Authority may from time to time approve for the purposes of this Condition).
"NISEP Total Amount"	means the total amount of NISEP funding to be made available in any year as may be determined by the Authority in consultation with the Licensee.
"Participating Party"	means a supplier or other person who has the Authority's approval to participate in, and receive funding from, the NISEP.
"Payment Notice"	means a notice or notices given by the Authority to the Licensee authorising the Licensee to either pay to one or more Participating Parties or the Programme Administrator a sum specified (or otherwise referred to) therein. Such notice shall take the form of, and contain the kinds of matters referred to in, the notice set out in the appendix to Annex 1.
"Programme Administrator"	means any legal or natural person who has been appointed by the Authority for the purposes of administering on the Authority's behalf part or all of the NISEP in the terms expressed in the Framework Document or any other contract or agreement concluded with that person.
"Regulatory Reporting Year"	has the meaning given to that expression in Annex 1.

Condition 44. Systems to Facilitate Change of Supplier

1 The Licensee shall ensure that its practices, procedures and systems facilitate Supplier Transfers taking place within 15 working days of the Licensee receiving a valid Registration Request from a relevant licensed supplier.

3 The Licensee shall no later than one month after the end of each quarter year ending on 30 June, 30 September, 31 December and 31 March, give to the Authority a report which sets out:

(a) the number of Registration Requests received by it in each month of that quarter;

(b) the number of actual Supplier Transfers completed in each month of that quarter; and

(c) of the number of Supplier Transfers completed in each month of that quarter, the number which took more than 15 working days to complete from the date of the valid Registration Request being received by the Licensee.

4 The Licensee shall inform the Authority as soon as it becomes aware that its practices, procedures and systems may, as a result of the number of Registration Requests likely to be received by it, cease to be adequate to ensure the Licensee's compliance with paragraph 1.

5 The Authority may, following such consultation with the Licensee as the Authority considers appropriate, direct the Licensee to take such steps as may be specified in a written direction, and in such manner as may be so specified, to review and improve the practices, procedures and systems it has established to comply with this Condition.

6 The Licensee shall comply with any direction issued under paragraph 4 from the date specified in the direction.

7 In this Condition –

"Registration Request" means an application from a relevant licensed supplier for it to be registered as the supplier responsible for supplying electricity to the meter point specified in the application; and

"Supplier Transfer" means the transfer of responsibility for the supply of electricity to a meter point connected to the Distribution System from one relevant licensed supplier to another relevant licensed supplier.

Condition 45. Provision of Information to Electricity Suppliers

1 The Licensee shall ensure that its process, practices and systems facilitate the provision of information to, and between, relevant licensed suppliers which:

(a) by virtue of or in accordance with the Market Registration Code or other industry code, agreement or practice, is available to or held by the Licensee; and

(b) relates to or ascertains the consumption of electricity by any customer taking a supply of electricity at premises connected to the Distribution System.

2 The Licensee shall within five working days of receiving a Customer Information Request from a relevant licensed supplier, provide to that supplier the information specified in the Customer Information Request.

3 In this Condition:

Customer Information Request	means a request, made in such form and in such manner as may be determined from time to time by the Authority, for information relating to the consumption of electricity by the customer at the premises identified, and for the period specified, in the request.

Condition 46. Digitalisation

INTRODUCTION

1. This condition makes provision for the Licensee, working together with SONI, to produce a strategy and an action plan designed to facilitate the effective digitalisation of their regulated businesses, and it consists of four parts:

   (a) **Part A** makes provision for the Licensee and SONI to prepare, adopt and maintain a joint Digitalisation Strategy;

   (b) **Part B** makes provision for the Licensee and SONI to prepare adopt and maintain a joint Digitalisation Action Plan designed to give practical effect to the Strategy, and it requires the Licensee to take all steps within its power to comply with the relevant provisions of the Plan;

   (c) **Part C** makes provision for the Authority to issue and amend a document known as the DSAP Instructions and Guidance, which may specify requirements as to the form and content of the Strategy and Plan and provide further guidance relating to those documents;

   (d) **Part D** sets out various defined terms which are relevant to this condition.

PART A. THE DIGITALISATION STRATEGY

The Principal Obligation

2. The Licensee must, in conjunction and cooperation with SONI, take all steps within its power to ensure that they jointly prepare, adopt and maintain a Digitalisation Strategy in accordance with the requirements of this Part A.

Preparation of the Digitalisation Strategy

The Form of the Strategy

3. The **first** requirement is that the Digitalisation Strategy shall be structured so as to include separate sections, which shall respectively incorporate provisions:

   (a) specific to SONI in its role as the Transmission System Operator;

   (b) specific to the Licensee in its separate:

      (i) Transmission Owner Business; and

      (ii) Distribution Business;

(c) common to both the Licensee and SONI; and

(d) requiring cooperation and joint working on the part of the Licensee and SONI.

The Content of the Strategy

4. The **second** requirement is that the Digitalisation Strategy shall be written so as to:

(a) comply with any requirements specified by the Authority in the DSAP Instructions and Guidance; and

(b) take into account any guidance, and be consistent with any principles or objectives, specified by the Authority in the DSAP Instructions and Guidance.

The Procedure Prior to Adopting the Strategy

5. The **third** requirement is that, before adopting the Digitalisation Strategy, the Licensee and SONI shall jointly:

(a) prepare a draft of the Strategy and publish that draft in such a manner as is likely to bring it to the attention of those who may have an interest in it;

(b) prepare and publish together with that draft such explanatory or supporting materials as are necessary to ensure that those who have an interest in the Strategy are able to understand clearly the purpose, aims and likely effect of the draft;

(c) allow all those who wish to make representations on the draft Strategy a reasonable opportunity (within a period of not less than 42 days from the publication of the draft) in which to do so; and

(d) carefully and conscientiously consider all representations received by the Licensee or SONI during the specified period with a view to assessing whether any changes to the draft Strategy are necessary or desirable in the light of those representations.

6. The **fourth** requirement is that, before adopting the Digitalisation Strategy, the Licensee and SONI shall jointly:

(a) prepare a document which:

(i) summarises the representations received by them from interested parties in response to the draft Strategy; and

(ii) provides a clear and reasoned explanation of whether the Licensee and SONI propose to make or not to make any changes to the draft Strategy in respect of each of those representations;

(b) publish that document in such a manner as is likely to bring it to the attention of those who may have an interest in it; and

(c) send a copy of the document to the Authority.

Consideration of the Strategy by the Authority

7. The **fifth** requirement is that, having complied with the first to the fourth requirements of this Part A but before adopting the Digitalisation Strategy, the Licensee and SONI shall jointly:

(a) prepare a further version of the Strategy incorporating such changes (if any) as they consider appropriate in the light of representations received on the draft Strategy;

(b) provide to the Authority a copy of that version of the Strategy as the document which they propose for adoption;

(c) provide to the Authority such further information or explanation in relation to the Strategy as the Authority may request;

(d) make any changes to that version of the Strategy which the Authority may, within 28 days of having been provided with a copy of it, direct them to make; and

(e) treat that version of the Strategy, including any changes directed by the Authority, as the final form of the document for the purposes of its adoption.

Adoption of the Digitalisation Strategy

8. The **sixth** requirement is that the Licensee and SONI shall adopt the Digitalisation Strategy by no later than 30 September 2026, or such later date as may be specified in a direction issued to each of them by the Authority pursuant to this paragraph 8.

9. The **seventh** requirement is that the Licensee and SONI shall jointly arrange for the publication of the Digitalisation Strategy, following its adoption, in such manner as to ensure that it will be reasonably accessible to all those who may have an interest in it.

Maintenance of the Digitalisation Strategy

Reviews of the Strategy

10. The **eighth** requirement is that the Licensee and SONI shall, from time to time, jointly review the Digitalisation Strategy with the aim of ensuring that it remains accurate, up to date and fit for purpose, and shall in particular ensure that:

    (a) in the case of the first such review, that review is completed by no later than the date which falls two years after the date on which the Strategy was initially adopted; and

    (b) in the case of each subsequent review, the review is completed by no later than the date which falls two years after the date of completion of the immediately preceding review.

11. For these purposes, a review shall be treated as having been 'completed' only when the ninth to the eleventh requirements of this Part A have been satisfied in respect of it.

The Procedure for a Review of the Strategy

12. The **ninth** requirement is that, for the purpose of each review of the Digitalisation Strategy, the Licensee and SONI shall jointly:

    (a) prepare and publish, in such a manner as is likely to bring it to the attention of those who may have an interest in it, a document (the **Review Paper**) which:

        (i) summarises their views as to the progress made in implementing the Strategy since (as applicable) its initial adoption or the completion of the immediately preceding review;

        (ii) specifies whether they propose to make or not make changes to the Strategy, and in either case provides a clear and reasoned explanation for the proposal; and

        (iii) sets out any changes to the Strategy which may be proposed;

    (b) allow all those who wish to make representations on the content of the Review Paper, and in particular on any proposal to make or not to make changes to the Strategy, a reasonable opportunity (within a period of not less than 42 days from its publication) in which to do so;

    (c) carefully and conscientiously consider all representations received by the Licensee or SONI during the allowed period with a view to assessing whether any variations to the proposal set out in the Review Paper are necessary or desirable in the light of those representations; and

(d) comply with such other requirements and take into account any guidance, in relation to the conduct of the review, as is specified by the Authority in the DSAP Instructions and Guidance.

13. The **tenth** requirement is that, before completing each review of the Digitalisation Strategy, the Licensee and SONI shall jointly:

(a) prepare a document which:

(i) summarises the representations received by them from interested parties in response to the Review Paper; and

(ii) provides a clear and reasoned explanation of whether the Licensee and SONI propose to make or not to make any changes to the Strategy in the light of those representations; and

(b) publish that document in such a manner as is likely to bring it to the attention of those who may have an interest in it, and send a copy of it to the Authority.

Consideration of the Strategy by the Authority following a Review

14. The **eleventh** requirement is that, having complied with the eighth to the tenth requirements of this Part A, the Licensee and SONI shall jointly:

(a) provide to the Authority a statement which either:

(i) identifies the changes they propose to make to the Digitalisation Strategy; or

(ii) explains that they consider no changes to the Strategy to be appropriate at that time; and

(b) where the Authority, within 28 days of having been provided with that statement, directs them to do so:

(i) refrain from making any such changes to the Strategy as the direction may identify; and/or

(ii) make such other changes to the Strategy as the direction may identify.

Post-Review Publication of the Strategy

15. The **twelfth** requirement is that the Licensee and SONI shall jointly arrange for the publication of an updated version of the Digitalisation Strategy, following the completion of each review, in such manner as to ensure that it will be reasonably accessible to all those who may have an interest in it.

Archive of the Strategy

16. The **thirteenth** requirement is that, following the first review of the Digitalisation Strategy, the Licensee and SONI shall jointly arrange for an archive of all previously published versions of the Strategy to be maintained and published in such manner as to ensure that it will be reasonably accessible to all those who may have an interest in it.

Disputes – Resolution by the Authority

17. The provisions of paragraphs 18 to 20 shall apply only where the Licensee and SONI, having each negotiated with each other in good faith and used all steps within their respective powers to establish a common position, are:

(a) in the case of the fifth requirement of this Part A, unable to reach agreement in all respects as to a version of the Strategy to be proposed for adoption; or

(b) in the case of the eleventh requirement of this Part A, unable to reach agreement in all respects as to the changes (if any) to be proposed to the Strategy.

18. Where this paragraph applies, the Licensee and SONI shall jointly, at the same time as they comply with all other aspects of the fifth or the eleventh requirement (as the case may be), and by exception to the obligation to submit to the Authority a single joint proposal, submit to the Authority instead:

(a) a statement identifying clearly:

(i) the matters on which they have been able to agree and which are therefore the subject of a single joint proposal; and

(ii) the matters on which they have not been able to agree and in respect of which they each make different proposals; and

(b) in relation to those matters on which they have not been able to agree:

(i) a statement of the proposal preferred by each of them, which shall include (where relevant) a draft of the provisions of the Strategy that they would each respectively prefer to be adopted; and

(ii) a reasoned explanation of why each company prefers its own proposal as against the alternative proposal made by the other.

19. Where this paragraph applies, the Authority may, at the same time as it exercises its other functions as described in the fifth or the eleventh requirement (as the case may be), resolve the matters in dispute between the Licensee and SONI by determining either to accept the proposal preferred by one of them or to follow an alternative approach identified by the Authority, and in either case shall

direct the Licensee and SONI to adopt a version of the Strategy which is consistent with that determination.

20. Where this paragraph applies, references in the fifth or the eleventh requirement (as the case may be) to 28 days shall be read instead as being references to 56 days.

Key Definition

21. For the purposes of this condition, a **Digitalisation Strategy** means a document which sets out clearly:

(a) the objectives of both the Licensee and SONI in relation to the Digitalisation of their respective regulated businesses, identifying clearly how such objectives:

(i) align with the interests of energy consumers in Northern Ireland, including the interests of those consumers in receiving a fair share of the benefits generated from the managerial and operational implementation of the Strategy; and

(ii) demonstrate the Licensee and SONI's understanding of the needs of their stakeholders and prioritise the meeting of those needs which will benefit energy consumers in Northern Ireland;

(b) the intended means by which those objectives are to be achieved by each of them, including the resources requiring to be committed to the process of achieving those objectives;

(c) such target deadlines, standards of performance and/or deliverable outcomes as are to be set by them so as to ensure that their progress towards meeting the objectives is clearly measurable; and

(d) such processes as are to be established by them so as to ensure that:

(i) their progress by reference to the targets is regularly measured and reported on, in a manner that is transparent and accountable to energy consumers in Northern Ireland; and

(ii) corrective actions are promptly taken by them in any case in which the targets are not met, so as to ensure that all appropriate steps continue to be taken with a view to achieving the objectives and so protect the interests of energy consumers in Northern Ireland.

PART B. THE DIGITALISATION ACTION PLAN

The Principal Obligations

22. The Licensee must:

(a) in conjunction and cooperation with SONI, take all steps within its power to ensure that they prepare, adopt and maintain a Digitalisation Action Plan in accordance with the requirements of this Part B; and

(b) take all steps within its power to comply with the provisions of the Plan insofar as they are relevant to the Distribution Business.

Preparation of the Digitalisation Action Plan

The Form of the Plan

23. The **first** requirement is that the Digitalisation Action Plan shall be structured so as to include separate sections, which shall respectively incorporate provisions:

(a) specific to SONI in its role as the Transmission System Operator;

(b) specific to the Licensee in its separate:

(i) Transmission Owner Business; and

(ii) Distribution Business;

(c) common to both the Licensee and SONI; and

(d) requiring cooperation and joint working on the part of the Licensee and SONI.

The Content of the Plan

24. The **second** requirement is that the Digitalisation Action Plan shall be written so as to:

(a) comply with any requirements specified by the Authority in the DSAP Instructions and Guidance; and

(b) take into account any guidance, and be consistent with any principles or objectives, specified by the Authority in the DSAP Instructions and Guidance.

Consideration of the Plan by the Authority

25. The **third** requirement is that, before adopting the Digitalisation Action Plan, the Licensee and SONI shall jointly:

(a) prepare a draft of the Plan and provide a copy of it to the Authority;

(b) prepare and provide to the Authority together with that draft such explanatory or supporting materials as are necessary to ensure that the Authority may understand clearly the purpose, aims and likely effect of the draft;

(c) provide to the Authority such further information or explanation in relation to the Plan as the Authority may request;

(d) make any changes to the draft of the Plan which the Authority may, within 42 days of having been provided with a copy of it, direct them to make; and

(e) treat that version of the Plan, including any changes directed by the Authority, as the final form of the document for the purposes of its adoption

Adoption of the Digitalisation Action Plan

26. The **fourth** requirement is that the Licensee and SONI shall adopt the Digitalisation Action Plan by no later than 31 March 2027or such later date as may be specified in a direction issued to each of them by the Authority pursuant to this paragraph 26.

27. The **fifth** requirement is that the Licensee and SONI shall jointly arrange for the publication of the Digitalisation Action Plan, following its adoption, in such manner as to ensure that it will be reasonably accessible to all those who may have an interest in it.

Maintenance of the Digitalisation Action Plan

Reviews of the Plan

28. The **sixth** requirement is that the Licensee and SONI shall, from time to time, jointly review the Digitalisation Action Plan with the aim of ensuring that it remains accurate, up to date, fit for purpose and aligned with the Digitalisation Strategy, and shall in particular ensure that:

(a) in the case of the first such review, that review is completed by no later than the date which falls twelve months after the date on which the Plan was initially adopted; and

(b) in the case of each subsequent review, the review is completed by no later than the date which falls twelve months after the date of completion of the immediately preceding review.

29. For these purposes, a review shall be treated as having been 'completed' only when the seventh requirement of this Part B has been satisfied in respect of it.

The Procedure for a Review of the Plan and its Consideration by the Authority

30. The **seventh** requirement is that, for the purpose of each review of the Digitalisation Action Plan, the Licensee and SONI shall jointly:

(a) comply with such requirements and take into account any guidance, in relation to the conduct of the review, as is specified by the Authority in the DSAP Instructions and Guidance;

(b) prepare and provide to the Authority a document which:

(i) summarises their views as to the progress made in giving effect to the Plan since (as applicable) its initial adoption or the completion of the immediately preceding review;

(ii) specifies whether they propose to make or not make changes to the Plan, and in either case provides a clear and reasoned explanation for the proposal; and

(iii) sets out any changes to the Plan which may be proposed;

(c) where the Authority, within 28 days of having been provided with that document, directs them to do so:

(i) refrain from making any such changes to the Plan as the direction may identify; and/or

(ii) make such other changes to the Plan as the direction may identify.

Post-Review Publication of the Plan

31. The **eighth** requirement is that the Licensee and SONI shall jointly arrange for the publication of an updated version of the Digitalisation Action Plan, following the completion of each review, in such manner as to ensure that it will be reasonably accessible to all those who may have an interest in it.

Archive of the Plan

32. The **ninth** requirement is that, following the first review of the Digitalisation Action Plan, the Licensee and SONI shall jointly arrange for an archive of all previously published versions of the Plan to be maintained and published in such manner as to ensure that it will be reasonably accessible to all those who may have an interest in it.

Disputes – Resolution by the Authority

33. The provisions of paragraphs 34 to 36 shall apply only where the Licensee and SONI, having each negotiated with each other in good faith and used all steps within their respective powers to establish a common position, are:

(a) in the case of the third requirement of this Part B, unable to reach agreement in all respects as to a version of the Plan to be proposed for adoption; or

(b) in the case of the seventh requirement of this Part B, unable to reach agreement in all respects as to the changes (if any) to be proposed to the Plan.

34. Where this paragraph applies, the Licensee and SONI shall jointly, at the same time as they comply with all other aspects of the third or the seventh requirement (as the case may be), and by exception to the obligation to submit to the Authority a single joint proposal, submit to the Authority instead:

(a) a statement identifying clearly:

(i) the matters on which they have been able to agree and which are therefore the subject of a single joint proposal; and

(ii) the matters on which they have not been able to agree and in respect of which they each make different proposals; and

(b) in relation to those matters on which they have not been able to agree:

(i) a statement of the proposal preferred by each of them, which shall include (where relevant) a draft of the provisions of the Plan that they would each respectively prefer to be adopted; and

(ii) a reasoned explanation of why each company prefers its own proposal as against the alternative proposal made by the other.

35. Where this paragraph applies, the Authority may, at the same time as it exercises its other functions as described in the third or the seventh requirement (as the case may be), resolve the matters in dispute between the Licensee and SONI by determining either to accept the proposal preferred by one of them or to follow an alternative approach identified by the Authority, and in either case shall direct the Licensee and SONI to adopt a version of the Plan which is consistent with that determination.

36. Where this paragraph applies:

(a) the reference in the third requirement to 42 days shall be read instead as being a reference to 84 days; and

(b) the reference in the seventh requirement to 28 days shall be read instead as being a reference to 56 days.

Key Definition

37. For the purposes of this condition, a **Digitalisation Action Plan** means a document which is designed to give practical effect to the Digitalisation Strategy by setting out in detail how the Licensee and SONI will, taking into account the interests of energy consumers in Northern Ireland and the needs of their stakeholders (where meeting those stakeholder needs will benefit energy consumers in Northern Ireland), make progress towards successfully delivering the work required to ensure the effective managerial and operational implementation and fulfilment of the Strategy.

PART C. THE DSAP INSTRUCTIONS AND GUIDANCE

38. The Authority may following consultation with the Licensee and such other persons as it considers appropriate, issue, and from time to time amend, a document which shall be known as the **DSAP Instructions and Guidance**, which may set out:

(a) requirements to be complied with by the Licensee and SONI in relation to the form or content of the Digitalisation Strategy and the Digitalisation Action Plan;

(b) guidance as to the form or content of the Strategy and the Plan, which may include in particular a statement of principles and objectives with which the Strategy and the Plan are to be consistent; and

(c) requirements or guidance as to the conduct of any reviews of the Strategy and the Plan.

39. The DSAP Instructions and Guidance may incorporate such provisions as the Authority may from time to time consider appropriate, including in particular provisions as to:

(a) how the Licensee and SONI should ensure that data which they control or produce is used to generate benefits for energy consumers in Northern Ireland;

(b) the objectives and targets to be adopted as part of the Digitalisation Strategy and how they are to be measured; and

(c) the means of ensuring that the performance of the Licensee and SONI in meeting the targets and achieving the objectives is made transparent and so that the companies may be publicly accountable for it.

PART D. DEFINITIONS

40. For the purposes of this condition:

Digitalisation	means the transformation of a business by the use of digital technologies throughout the entire range of its activities so as to ensure that the business operates with maximum efficiency and is able to realise the full value (including in the form of public and stakeholder benefit which is aligned with the interests of energy consumers in Northern Ireland) of such data as it may from time to time control or produce.
Digitalisation Action Plan	has the meaning given to that expression in paragraph 37.
Digitalisation Strategy	has the meaning given to that expression in paragraph 21.
DSAP Instructions and Guidance	has the meaning given to that expression in paragraph 38.
Plan	means the Digitalisation Action Plan.
Review Paper	has the meaning given to that expression in paragraph 12.
Strategy	means the Digitalisation Strategy.
SONI	means SONI Limited acting in its capacity as the Transmission System Operator.

Annex 1 – PSO Charge Restriction Conditions

1. Definitions

1.1. In this Annex:

"Average Specified Rate"	means: the arithmetic mean of the daily base rates of Bank of England (or such other bank as the Authority shall specify from time to time) current from time to time during the period in respect of which the calculation falls to be made;
"Fund"	has the meaning given to that term in paragraph 4.1.a).
"Land Bank Amount"	has the meaning given to that expression in Condition 23.
"Maximum Regulated PSO Amount"	means the maximum Regulated PSO Amount that the Licensee is entitled to recover, or pay, in: a) the Regulatory Tariff Year (as calculated in accordance with the formula at paragraph 3.2); or b) the Regulatory Reporting Year (as calculated in accordance with the formula at paragraph 3.4).
"NIE Energy Supply Amount"	means the amount determined as such in accordance with annex 1 of the NIE Energy Supply Licence.
"NISEP"	has the meaning given to that expression in Condition 43.
"Payment Notice"	has the meaning given to that expression in Condition 43.
"Participating Party"	has the meaning given to that expression in Condition 43.
"Permitted One-Year Percentage"	means 4% of the Maximum Regulated PSO Amount.
"Permitted Three-Year Percentage"	means 5% of the Maximum Regulated PSO Amount in the second of the Regulatory Tariff years.
"PPB Amount"	means the amount determined as such in accordance with annex 3 of the NIE Energy Supply Licence.

"Programme Administrator"	has the meaning given to that expression in Condition 43.
"PSO Agreements"	means the agreements of that name established pursuant to Condition 24A.
"PSO Charge Restriction Conditions"	means the paragraphs set out in this Annex 1 as from time to time modified or replaced in accordance with their own terms or pursuant to any enactment.
"PSO Charges"	means the charges set as such in accordance with paragraph 2.1.
"Regulated PSO Amount"	means the monetary inflow or outflow (each measured on an accruals basis) that is derived by the Licensee, or paid to Relevant Persons, under the PSO Agreements after deduction of value added tax (if any) and any other taxes based directly on the amount of the PSO Charges.
"Regulatory Reporting Year"	means a period of twelve months commencing on 1 April in any year and ending on 31 March in the year following its commencement.
"Regulatory Reporting Year t"	means the Regulatory Reporting Year which ends in year t, and is therefore to be read such that: a reference to **'Regulatory Reporting year t = 2026'** is to the Regulatory Reporting Year ending on 31 March 2026; a reference to **'Regulatory Reporting Year t-1'** means the Regulatory Reporting Year immediately preceding Regulatory Reporting Year t; and similar expressions are to be construed accordingly.
"Regulatory Tariff Year"	means a period of twelve months commencing on 1 October in any year and ending on 30 September in the immediately following year.
"Regulatory Tariff Year t"	means the Regulatory Tariff Year which ends in year t, and is therefore to be read such that: a reference to **'Regulatory Tariff Year t = 2026'** is to the Regulatory Tariff Year ending on 30 September 2026.

“Related Party”	means both Affiliates and Related Undertakings of the Licensee as defined in Condition 1 of this licence. An Affiliate or Related Undertaking shall remain as a Related Party for the whole of the price control period even if it is no longer part of the group due to restructuring.
“Related Party Margin”	The profit or loss recorded on a transaction with an affiliate being the excess or deficit on actual direct costs and indirect costs (excluding financing costs) fairly attributable to the transaction or the charge and the cost of providing that transaction. For the avoidance of doubt this does not include exceptional items, tax, fines, penalties or the gain or loss on the disposal of assets or investments (of any sort), i.e. it should be the net operating costs level. Further, the Related Party Margin does not include any transparently calculated element of such a charge that provides for a reasonable allowance for depreciation and return on capital in relation to assets to the extent that these are employed by the Related Party in the provision of services to the Licensee, and is not otherwise reflected in the Licensee’s Maximum Regulated PSO Amount, or recoverable through the Licensee’s connection charges. For Captive Insurance businesses the margin is to be computed based on the captive’s premium income less reinsurance premiums, claims paid out and movements on technical and IBNR reserves attributable to the Licensee’s business only, i.e. usually reported as the profits/loss on the Technical account. Where a captive insures more than the Licensee, then it’s profit/loss should be computed pro rata to the premiums paid by the Licensee to total premium income in the captive for the year and the movements on technical and IBNR reserves not attributable to the Licensee’s business must first be removed.

"Relevant Persons"	has the meaning given to that expression in Condition 24A.
"Specified Information"	means information (or a category of information) that is so described or defined at paragraph 6.
"Supplier"	means the holder of an electricity supply licence granted pursuant to Article 10(1)(c) of the Electricity (Northern Ireland) Order 1992; or the holder of a gas licence pursuant to Article 8(1)(c) of the Gas (Northern Ireland) Order 1996.
"Uncollected Revenue"	means any amount owed to the Licensee under the PSO Agreements, which amount remains unpaid six months after the date it first fell due for payment or which amount the Licensee deems (in accordance with its payment security policy) to be unrecoverable before the expiry of that six-month period; plus the reasonable recovery costs incurred by the Licensee in respect of such amount and the reasonable interest attributed to such amount (calculated, in both cases, in accordance with such payment security policy).
"Unit"	means a kilowatt hour.
"Wheeled Unit"	means a unit (whether generated inside or outside Northern Ireland) which enters the total system at any point and is delivered to a place outside Northern Ireland.
"Wheeling"	means the transportation of Wheeled Units on any part of the total system.

2. Introductory Provisions

2.1. Where, for the purposes of complying with its obligation at paragraph 3.1 in relation to the setting of PSO Charges, the Licensee forecasts the Maximum Regulated PSO Amount for any Regulatory Tariff Year t (or any data relevant to its calculation), it shall:

a) have regard to any information notified to it by the Authority;

b) where directed to do so by the Authority, base its forecast on any such information or make it in accordance with such methodology as the Authority may specify in the direction;

c) have regard to any relevant decision from the Authority regarding which units the Maximum Regulated PSO Amount (or certain parts of the Maximum Regulated PSO Amount) will be recovered from ("unit coverage"); and

d) draw up the schedule of PSO Charges in accordance with Condition 24A in a manner which is consistent with the decision of the Authority regarding unit coverage.

2.2. Unless the contrary is expressly stated:

a) all monetary figures in this Annex are stated in nominal prices

b) all calculations for which provision is made in this Annex are to be carried out in nominal prices.

2.3. For the purposes of this Annex, the provisions of paragraph 3 shall be deemed to apply with effect from the 1 April 2025, so that the Maximum Regulated PSO Amount shall be calculated from 1 April 2025 onwards, notwithstanding paragraph 7.

2.4. No cost incurred or revenues received by the Licensee shall be included in more than one of the categories referred to in paragraph 3.5, or under both this Annex 1 and Annex 2, and no amounts shall be included in paragraph 3.5 to the extent that such amounts are recovered under the NIE Energy Supply Licence or otherwise under the Licence or any other licence held by any Related Party or to the extent that the amounts relate to a Related Party Margin.

3. The Maximum Regulated PSO Amount

3.1. Without prejudice to paragraph 7, the Licensee shall with effect from 1 October 2025 use its best endeavours to set its PSO Charges so as to ensure that, in each Regulatory Tariff Year t, the Regulated PSO Amount shall be equal to the Maximum Regulated PSO Amount for that Regulatory Tariff Year calculated in accordance with paragraph 3.2.

3.2. **The Maximum Regulated PSO Amount for the Regulatory Tariff Year - $MPSOT_t$**

3.3. For the purposes of setting tariffs as referred to in paragraph 3.1, the following calculation shall be performed:

$$MPSOT_t = (MPSOR_t + MPSOR_{t+1}) * 0.5$$

Where:

"$MPSOT_t$" means the Maximum Regulated PSO Amount for the Regulatory Tariff Year t;

"$MPSOR_t$" means the Maximum Regulated PSO Amount for the Regulatory Reporting Year t, calculated in accordance with paragraph 3.4.

3.4. **The Maximum Regulated PSO Amount for the Regulatory Reporting Year - $MPSOR_t$**

3.5. For the purposes of paragraph 3.3 and for the purposes of paragraph 5.1.b), the Maximum Regulated PSO Amount for the Regulatory Reporting Year t shall be calculated as follows:

$$MPSOR_t = PPB_t + Supply_t + LB_t + D_t + K_t$$

Where:

PPB_t	means the PPB Amount (whether a positive or negative number) in Regulatory Reporting Year t;
$Supply_t$	means the NIE Energy Supply Amount (whether a positive or negative number) in Regulatory Reporting Year t;
LB_t	means the Land Bank Amount (whether a positive or negative number) in Regulatory Reporting Year t;
D_t	means the excluded PSO amount in Regulatory Reporting Year t, calculated in accordance with paragraph 4; and
K_t	means the correction factor amount (whether a positive or negative number) calculated in accordance with paragraph 5.

4. The excluded PSO amount – D_t

4.1. For the purposes of this Annex, in each Regulatory Reporting Year t, D_t means the excluded PSO amount, and shall be calculated as follows:

$$D_t = NISEPC_t + NISEPP_t + LC_t + BD_t + O_t$$

Where:

"$NISEPC_t$" means the reasonable and necessary costs of the energy efficiency programme, in Regulatory Reporting Year t, incurred by the Licensee in;

a) establishing the arrangements to implement any fund which the Licensee must establish and maintain in accordance with Condition 43 (the "Fund") for the purpose of subsidising the operation and delivery of improvement measures in accordance with an energy efficiency programme to be known as the NISEP (including, without limitation, the maintenance of all appropriate records of monies held and paid out); and

b) the making of payments from the Fund to any Participating Party or Programme Administrator as provided for in any Payment Notice, in accordance with operating procedures which it must also establish and maintain in order to facilitate the prompt payment from the Fund to a Participating Party or Programme Administrator;

"$NISEPP_t$" means the energy efficiency programme payments, for the Regulatory Reporting Year t, being equal to the sum of all amounts paid by the Licensee pursuant to Payment Notices for the Regulatory Reporting Year t

"LC_t" means the reasonable costs incurred by the Licensee, for the Regulatory Reporting Year t, in complying with the requirements imposed on the Licensee under legislation and other legal requirements through which the Directive (or Directive 2003/54/EC) is implemented to the extent such costs are approved by the Authority (whether such approval is given prior to or after the coming into effect of this Annex);

"BD_t" means any amount that comes to be treated as Uncollected Revenue, in the Regulatory Reporting Year t, less any amount that is paid to the Licensee in that Regulatory Reporting Year t in respect of an amount that was previously treated as Uncollected Revenue; and

"O_t" means any other amounts, in respect of the Regulatory Reporting Year t, requested by the Licensee and approved by the Authority (whether such approval is given prior to or after the coming into effect of this Annex).

5. The correction factor amount - K_t

5.1. For the purposes of paragraph 3.5, the correction factor amount (K_t) shall be calculated as follows:

a) $$Kt = (MPSOR_{t-1} – APSOR_{t-1}) * (1+ I_t)$$

Where:

$MPSOR_{t-1}$ means the Maximum Regulated PSO Amount, in Regulatory Reporting Year t-1 calculated in accordance with paragraph 3.5;

APSORt-1 means the actual Regulated PSO Amount recovered through PSO Charges in Regulatory Reporting Year t-1

I_t means the Average Specified Rate.

6. Information to be provided to the Authority in connection with the PSO Charge Restriction Conditions

6.1. **Introduction**

6.2. In addition to, and without prejudice to, the provisions of Condition 8 of the Licence, the Licensee shall, in relation to the PSO Charge Restriction Conditions, furnish the Authority with Specified Information as set out in this paragraph 6.

6.3. **Specified Information**

6.4. The Licensee shall, subject to other provisions set out in the Licence and in this paragraph 6, provide to the Authority the following Specified Information:

a) forecasts and/or estimates in accordance with paragraph 6.6, with regards to the setting of PSO Charges;
b) any explanation and/or statement as to whether or not the provisions at paragraph 6.11 are likely to be applicable, with regards to the restriction of PSO Charges;
c) information which provides a reconciliation of the values published in the accounting statements (referred to at Condition 2 of the Licence) to the outturn values which take the place of the formula at 3.5;
d) information on historical inflows and outflows, including all data used in the calculation of the Licensee's Maximum Regulated PSO Amount, in accordance with paragraph 6.15; and
e) the statutory accounts of any Related Party, in accordance with paragraph 6.18.

6.5. Unless otherwise specified in this Annex or the Licence, the Specified Information listed at paragraph 6.4 shall be submitted:

a) for the time period as the Authority may reasonably require and as may be specified in directions issued by the Authority;
b) by a date as the Authority may reasonably require and as may be specified in directions issued by the Authority;
c) in a format as the Authority may reasonably require and as may be specified in directions issued by the Authority; and
d) to the relevant employees of the Authority and to the electricity_networks_responses@uregni.gov.uk mailbox or subsequent equivalent mailbox.

6.6. **Forecasts / estimates with regards to setting PSO Charges**

6.7. Where any change is intended to be made in PSO Charges regulated under paragraph 3, the Licensee shall not later than 14 days (or other timescale as notified to the Licensee by the Authority) prior to the time of publication of such change, provide the Authority with:

a) a written forecast of the Maximum Regulated PSO Amount, together with its components, in respect of each Regulatory Reporting Year t upon which the intended change would affect;

b) a written estimate of the Maximum Regulated PSO Amount, together with its components, in respect of each Regulatory Reporting Year prior to the first Regulatory Reporting Year t upon which the intended change would affect; and

c) a written forecast of the over- or under-recovery in all future Regulatory Tariff Years for which the Licensee forecasts an over- or under- recovery.

6.8. If within 3 months of the commencement of any Regulatory Tariff Year t the Licensee has not made any such change in charges as is referred to in paragraph 6.7, the Licensee shall provide the Authority with:

a) a written forecast of the Maximum Regulated PSO Amount, together with its components, in respect of each Regulatory Reporting Year upon which Regulatory Tariff Year t has an effect; and

b) a written forecast of the over- or under-recovery in all future Regulatory Tariff Years for which the Licensee forecasts an over- or under- recovery.

6.9. Any forecast or estimate provided in accordance with paragraph 6.7 or 6.8 shall be accompanied by such information as regards the assumptions underlying the forecast or estimate as may be necessary to enable the Authority to be satisfied that the forecast or estimate has been properly prepared on a consistent basis.

6.10. In addition, any forecast or estimate provided in accordance with paragraph 6.7 or 6.8 shall be published by the Licensee on the Licensee's website.

6.11. **Restriction of PSO Charges**

6.12. If, in respect of any Regulatory Tariff Year, the Regulated PSO Amount exceeds the Maximum Regulated PSO Amount by more than the Permitted One-Year Percentage, the Licensee shall furnish an explanation to the Authority, and in the next following Regulatory Tariff Year, the Licensee shall not effect any increase in PSO Charges unless it has demonstrated to the reasonable satisfaction of the Authority that the Regulated PSO Amount would not be likely to exceed the Maximum Regulated PSO Amount in that following Regulatory Tariff Year.

6.13. If, in respect of any three successive Regulatory Tariff Years, the sum of the amounts by which the Regulated PSO Amount has exceeded the Maximum Regulated PSO Amount, is more than the Permitted Three-Year Percentage, then in the next following Regulatory Tariff Year the Licensee shall, if required by the Authority, adjust its PSO Charges such that the Regulated PSO Amount would not be likely, in the judgement of the Authority, to exceed the Maximum Regulated PSO Amount in that next following Regulatory Tariff Year.

6.14. Not later than six weeks after the commencement of each Regulatory Tariff Year, the Licensee shall send to the Authority a statement as to:

a) whether or not the provisions of:
   i. paragraph 6.12 are likely to be applicable in consequence of the Regulated PSO Amount in the preceding Regulatory Tariff Year; and/ or
   ii. paragraph 6.13 are likely to be applicable in consequence of the Regulated PSO Amount in the preceding 3 Regulatory Tariff Years; and
b) the Licensee's best estimate as to the cumulative over- or under- recovery at the last day of the most recently ended Regulatory Tariff Year.

6.15. **Historical data used in the calculation of the Licensee's Maximum Regulated PSO Amount**

6.16. The Licensee shall, furnish the Authority with all historical data used to calculate the Maximum Regulated PSO Amount as set out in the formulas in this Annex.

6.17. The Licensee shall, for the period from 1 April 2025, publish on the Licensee's website, the data referred to at 6.16.

6.18. **The statutory accounts of any Related Party**

6.19. The Licensee shall, no later than 10 months after the end of each Regulatory Reporting Year, prepare and submit to the Authority the financial statements of any Related Party, for the Regulatory Reporting Year, with whom the Licensee has had a transaction in that Regulatory Reporting Year.

7. Duration of the charge restriction conditions

7.1. Subject to the following paragraphs of this Annex, the PSO Charge Restriction Conditions shall apply so long as the Licence continues in force.

7.2. **Disapplication**

7.3. The PSO Charge Restriction Conditions shall cease to have effect (in whole or in part, as the case may be) if the Licensee delivers to the Authority a request (a "Disapplication Request") made in accordance with paragraph 7.5 and:

a) the Authority agrees in writing to the request; or
b) the application of this Annex (or any part of it) is terminated by a notice (a "Disapplication Notice") given by the Licensee in accordance with paragraph 7.5.c) and not withdrawn.

7.4. Save where the Authority agrees otherwise, no disapplication following delivery of a Disapplication Request pursuant to paragraphs 7.3 to 7.9 shall have effect earlier than the date (the "Disapplication Date") which is the later of:

a) the date occurring 18 months after delivery of the Disapplication Request; and
b) 31 March 2031.

7.5. A Disapplication Request pursuant to this paragraphs 7.3 to 7.9 shall:

a) be in writing addressed to the Authority;
b) specify this Annex or any part of it to which the request relates (excluding in either case paragraphs 7.3 to 7.9); and
c) state the date from which the Licensee wishes the Authority to agree that the Annex or the specified part of it shall cease to have effect.

7.6. A Disapplication Notice pursuant to paragraphs 7.3 to 7.9:

a) may be given in the circumstances described in either paragraph 7.7 or 7.8;
b) may be withdrawn at any time prior to the Disapplication Date; and
c) where it is given, shall:
    i. be in writing addressed to the Authority;
    ii. specify this Annex or any part of it (which shall comprise only such part as was specified in the Disapplication Request) to which the notice relates;
    iii. state the date from which the Licensee wishes the notice to take effect, which shall not be earlier than the Disapplication Date.

7.7. The circumstances described in this paragraph are that, by the beginning of the period of six months which will end with the Disapplication Date, the Authority has not in response to the Disapplication Request published a decision under Article 14(8) of the Order to modify:

a) this Annex (or any part of it) to which the request relates; or

b) paragraphs 7.3 to 7.9, so as to remove the right of the Licensee to give to the Authority a Disapplication Notice in respect of the relevant Disapplication Request.

7.8. The circumstances described in this paragraph are that:

a) by no later than the beginning of the period of six months which will end with the Disapplication Date, the Authority has in response to the Disapplication Request published a decision of a type referred to in paragraph 7.7 above;

b) the Licensee has exercised its right to appeal to the CMA against that decision in accordance with Article 14B of the Order;

c) the CMA has, in respect of the provisions to which the Disapplication Request relates:

i. quashed the decision of the Authority under Article 14E(2)(a) of the Order;

ii. neither remitted the matter back to the Authority under Article 14E(2)(b) of the Order nor substituted its own decision for that of the Authority under Article 14E(2)(c) of the Order; and

d) no more than 30 days has elapsed since the date on which the CMA quashed the decision of the Authority.

7.9. A Disapplication Request or Disapplication Notice served under this paragraphs 7.3 to 7.9 may be served in respect of a specified geographic area.

Appendix to Annex 1

Form of Payment Notice

To: Northern Ireland Electricity Networks
NISEP Fund Administrator
NIEN Finance
Registered Office
120 Malone Road
Belfast
BT9 5HT

For the attention of [ ]

[Date]

Dear Sir/Madam

Payment Notice in respect of the Northern Ireland Sustainable Energy Programme ("NISEP")

1 This Payment Notice is given by the Authority pursuant to Condition 43 of the licence to participate in transmission granted to Northern Ireland Electricity plc ("NIE"). Accordingly, a number of defined terms from that Condition are taken to have the same meaning as they have in that Condition for the purpose of this Payment Notice.

2 In this Payment Notice:

"Adjustment" means any change to a previous payment notice including instructions to increase or reduce amounts paid or in respect of refunds made by participating parties to the programme

"Applicable Year" means the year ending [INSERT]

"NISEP Projects" means projects approved by the Authority and designed to promote energy efficiency measures and/or the use of renewable technologiespursuant to NISEP

3 The Authority hereby gives notice to NIE to pay [insert name] as [a Participating Party]/[Programme Administrator]* [a sum] / [an Adjustment]* in the amount of £[insert amount] for the purpose of NISEP Projects in the Applicable Year (such amount shall relate to project/scheme costs/incentive payments/programme administrator costs/.

4 Payment to the [Participating Party]/[Programme Administrator] identified in paragraph 3 of this Payment Notice shall be made [in advance] / [in arrears]* by [single lump sum payment]/[by way of separate instalments to be paid in accordance with the following payment schedule]:

Month/Date	£
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]

5 NIE is hereby authorised to treat the payments made pursuant to this Payment Notice as excluded PSO costs for the purposes of Annex 1 of its licence.

…….

[Regulatory Manager/Director /CEO of NIAUR….insert name] The Northern Ireland Authority for Utility Regulation

* Delete as applicable

Annex 2 – Distribution Charge Restriction Conditions

1. Definitions

1.1. **In this Annex:**

"Allowed Related Party Margin"	means the part (if any) of any Related Party Margin that provides for a reasonable and transparently calculated allowance for depreciation and return on capital in relation to assets to the extent that these are employed by the Related Party in the provision of relevant services to the Licensee and not otherwise included in the calculation of the Maximum Regulated Distribution Revenue or recoverable through the Licensee's connection charges.
"Approved Generation Cluster Infrastructure"	means infrastructure that has been approved by the Authority for the purposes of the arrangements set out in the Connection Charging Statement for funding generation cluster infrastructure partly through the Licensee's RAB.
"Average Specified Rate"	means the arithmetic mean of the daily base rates of Bank of England (or such other bank as the Authority shall specify from time to time) current from time to time during the period in respect of which the calculation falls to be made.
"CPIHt"	means the Consumer Prices Index including owner occupiers' housing costs (L522: 2015 = 100) published by the Office for National Statistics (or successor body) for the October month in each Regulatory Reporting Year t and is therefore to be read such that: a reference to 'CPIHt = 2022' is the CPIH figure for October 2021.
"CPIHtpb"	means CPIHt = 2022.
"Connection Charging Statement"	means the statement of charges for connection to the Licensee's distribution system as prepared by the Licensee and approved by the Authority under Condition 32 hereof which is effective for the

	relevant period.
"Deferred Revenue Expenditure"	means expenditure which is classified as capital expenditure for accounting purposes (because it gives rise to economic benefits over more than one year) but is not capital expenditure for tax purposes (because it does not create a sufficiently identifiable asset). For example, Deferred Revenue Expenditure may include the replacement of age-expired network components when (for tax purposes) the network as a whole is seen as a single asset.
"Demonstrably Inefficient or Wasteful Expenditure"	means expenditure which the Authority has (in a published decision giving reasons) determined to be demonstrably inefficient and/or wasteful, given the information reasonably available to the Licensee at the time that the Licensee made the relevant decision about that expenditure. For the avoidance of doubt, no expenditure is Demonstrably Inefficient or Wasteful Expenditure simply by virtue of a statistical or quantitative analysis that compares very aggregated measures of the Licensee's costs with the costs of other companies.
"Distribution Charge Restriction Conditions	means the paragraphs set out in this Annex 2 as from time to time modified or replaced in accordance therewith or pursuant to Article 14, 14A, 14E or 18 of the Order, under the Energy Order, under the SEM Order or under the Directive Regulations.
"Distribution Charges"	means all charges for the provision of Distribution Services and for Wheeling, but excluding charges levied under the PSO Agreements (as defined in Condition 24A).
"Distribution Services"	means all services provided as part of the Distribution Business other than Excluded Services.
"Enduring Solution"	means the IT system introduced to support competition in the electricity retail market in Northern Ireland, intended to aid complete separation of the customer billing processes and

	legacy IT systems previously shared by the Licensee and Power NI (in its capacity as an electricity supplier), and to provide a level playing field for all suppliers, unrestricted switching capability for customers and support of global aggregation for settlement of the all-island wholesale market.
"Evaluative Performance Framework Model"	means the document of that name, prepared and published by the Authority following consultation with the Licensee, which sets out the principles and methodology for determining the allowed amount in respect of the Evaluative Performance Framework incentive.
"ERDC"	means early retirement deficit contributions.
"Excluded Services"	means those services provided as part of the Distribution Business which in accordance with the principles set out in paragraph 13 fall to be treated as Excluded Services.
"Final Determination"	means the final determination paper, relating to the Licensee's Distribution Charge Restriction Conditions, as published by the Authority on 30 October 2024, taken together with supporting Annexes.
"Fuel Security Event"	means a Fuel Security Event as defined in the Northern Ireland Fuel Security Code, published by the Department of Enterprise, Trade and Investment.
"HMRC"	means HM Revenues and Customs or, in relation to any function of that body referred to in this Annex, such other person as may (whether in relation to the United Kingdom as a whole or Northern Ireland) be allocated the role of performing that function after the commencement of RP7.
"Licensee's Allowed Distribution Related Security Costs"	means any cost incurred by the Distribution Business and approved by the Authority (in a published decision) as being an allowed security cost in

	accordance with the Northern Ireland Fuel Security Code (as that term is therein defined), but excluding any cost which forms part of: a) the allowed power procurement business related security costs; or b) the payments to generators in relation to services provided to the power procurement business during Fuel Security Events.
"Maximum Regulated Distribution Revenue"	**m**eans the maximum Regulated Distribution Revenue that the Licensee is entitled to recover in the Regulatory Tariff Year and the Regulatory Reporting Year (as the case may be) as calculated in accordance with the provisions of this Annex.
"New Energy Strategy IT Solution"	means a new information technology system that is required by the Licensee's Distribution Business for the purposes of implementing any new energy policy which: (a) is introduced by a competent authority; and (b) requires a change to be made to the specification of services provided by the Licensee's Distribution Business.
"Permitted One-Year Percentage"	means 4% of the Maximum Regulated Distribution Revenue
"Permitted Three-Year Percentage"	means 5% of the Maximum Regulated Distribution Revenue in the second of the regulatory tariff years
"Provision of Law"	means the following, to the extent that it applies to or is binding on the Licensee: a) any enactment; b) any regulation made by the Council or the Commission of the European Union or any decision taken by the Commission but only insofar as such regulation or decision has legal effect in Northern Ireland at the relevant time

	in accordance with any such treaty (or equivalent international law instrument) as may from time to time be agreed between the UK government and the European Union and ratified by each of them'; c) any interpretation of law, or finding, contained in any judgment given by a court or tribunal of competent jurisdiction in respect of which: i. the period for making an appeal has expired and; ii. no superior court or tribunal has reached a contrary interpretation or finding; and d) any direction of a competent authority other than the Authority or the Department.
"Regulatory Asset Base"	means one of the regulatory asset bases identified at paragraph 4.1.
"Regulatory Instructions and Guidance (RIGs)"	means the Regulatory Instructions and Guidance provided by the Authority, including guidance notes, reporting workbooks, commentary templates and assurance templates, as set out by the Authority, to capture various different types of information and data.
"Regulatory Reporting Year"	means a period of twelve months commencing on 1 April in in any year and ending on 31 March in the year following its commencement.
"Regulatory Reporting Year t"	means the Regulatory Reporting Year which ends in year t, and is therefore to be read such that: a reference to '**Regulatory Reporting year t = 2026**' is to the Regulatory Reporting Year ending on 31 March 2026; a reference to '**Regulatory Reporting Year t-1**' means the Regulatory Reporting Year immediately preceding Regulatory Reporting Year t; and similar expressions are to be construed accordingly.
"Regulatory Tariff Year"	means a period of twelve months commencing on 1 October in any year and ending on 30 September in

	the immediately following year.
"Regulatory Tariff Year t"	means the Regulatory Tariff Year which ends in year t, and is therefore to be read such that: a reference to '**Regulatory Tariff Year t = 2026**' is to the Regulatory Tariff Year ending on 30 September 2026.
"Regulated Distribution Revenue"	means the revenue (measured on an accruals basis) that is derived by the Licensee from Distribution Charges after deduction of value added tax (if any) and any other taxes based directly on the amount of the Distribution Charges.
"Related Party"	means both Affiliates and Related Undertakings of the Licensee as defined in Condition 1 of this licence. An Affiliate or Related Undertaking shall remain as a Related Party for the whole of the price control period even if it is no longer part of the group due to restructuring.
"Related Party Margin"	The profit or loss recorded on a transaction with an affiliate being the excess or deficit on actual direct costs and indirect costs (excluding financing costs) fairly attributable to the transaction or the charge and the cost of providing that transaction. For Captive Insurance businesses the margin is to be computed based on the captive's premium income less reinsurance premiums, claims paid out and movements on technical and IBNR reserves attributable to the Licensee's business only, i.e. usually reported as the profits/loss on the Technical account. Where a captive insures more than the Licensee, then it's profit/loss should be computed pro rata to the premiums paid by the Licensee to total premium income in the captive for the year and the movements on technical and IBNR reserves not attributable to the Licensee's business must first be removed.

“Relevant Change of Law”	means any of the following, to the extent that it applies to or is binding on the Licensee: a) the application of any Provision of Law that did not previously have effect; b) the amendment of or change to any Provision of Law that did previously have effect; and c) the revocation or cessation of any Provision of Law that did previously have effect.
"Reliability Incentive Model"	means the document of that name, prepared and published by the Authority following consultation with the Licensee (which consultation may take place before or after this condition comes into force), which sets out the principles and methodology for determining the allowed amount in respect of the reliability incentive.
“RP6”	means the period commencing on 1 October 2017 and ending on 31 March 2025.
“RP6 Financial Model”	means the document of that name, prepared and published by the Authority following consultation with the Licensee (which consultation may take place before or after this condition comes into force), which sets out the principles and methodology for determining the actual entitlement for RP6 in respect of each of the entitlement lines specified in the document.
“RP7”	means the period commencing on 1 April 2025 and ending on 31 March 2031.
“RP7 Financial Model”	means the document of that name, prepared and published by the Authority following consultation with the Licensee (which consultation may take place before or after this condition comes into force), which sets out the principles and methodology for determining the actual entitlement for RP7 in respect of each of the entitlement lines specified in the document.

Severe Weather Recovery Costs	means the marginal opex expenditure and marginal capex expenditure incurred by the Licensee due to Severe Weather Events as approved by the Authority following the submission of information by the Licensee and any further investigation or audit required by the Authority.
"Shared Asset Charges"	means charges payable under and in accordance with the Cost Allocation Rules for Shared Assets set out in the Transmission Connection Charging Methodology Statement.
"Specified Information"	means information (or a category of information) that is so described or defined at paragraph 12.
"Transmission Connection Charging Methodology Statement"	means the statement prepared by the Transmission System Operator under and in accordance with paragraph 1(b) of Condition 30 of the Transmission System Operator Licence and approved by the Authority.
"Uncollected Revenue"	means: a) any amount owed to the Licensee in respect of Regulated Distribution Revenue (other than an amount owed to the Licensee by a system operator, such as SONI Limited), which amount remains unpaid for six months after the date it first fell due for payment or which amount the Licensee deems (in accordance with the payment security policy) to be unrecoverable before the expiry of that six months period; plus the reasonable interest attributable to such amount calculated in accordance with the payment security policy; and b) where the Licensee is not an affiliate of the system operator (such as SONI Limited, a body corporate registered in Northern Ireland under company number NI038715), any amount owed to the Licensee by that system operator in respect of Regulated Distribution Revenue

	which is to be included in the uncollected revenue amount in accordance with the payment security policy; plus the reasonable interest attributable to such amount, calculated in accordance with the payment security policy.
"Unit"	means a kilowatt hour.

2. Introductory Provisions

2.1. Where, for the purposes of complying with its obligation at paragraph 3.1 in relation to the setting of Distribution Charges, the Licensee forecasts the Maximum Regulated Distribution Revenue for any Regulatory Tariff Year t (or any data relevant to its calculation), it shall:

a) have regard to any information notified to it by the Authority; and

b) where directed to do so by the Authority, base its forecast on any such information or make it in accordance with such methodology as the Authority may specify in the direction.

2.2. Unless the contrary is expressly stated:

a) all monetary figures in this Annex are stated in 2021/22 prices which are determined at CPIH index for October 2021; and

b) all calculations for which provision is made in this Annex are to be carried out in nominal prices.

3. The Maximum Regulated Distribution Revenue

3.1. Without prejudice to paragraph 15, the Licensee shall with effect from 1 April 2025 use its best endeavours to set its Distribution Charges so as to ensure that, in each Regulatory Tariff Year t, the Regulated Distribution Revenue shall be equal to the Maximum Regulated Distribution Revenue for that Regulatory Tariff Year calculated in accordance with paragraph 3.3.

3.2. The Maximum Regulated Distribution Revenue for the Regulatory Tariff Year – RP7Tt

3.3. The Maximum Regulated Distribution Revenue for the Regulatory Tariff Year t shall be calculated as follows:

$$RP7T_t = (RP7R_t + RP7R_{t+1}) * 0.5$$

Where:

"$RP7T_t$" means the Maximum Regulated Distribution Revenue for the Regulatory Tariff Year t;

"$RP7R_t$" means the Maximum Regulated Distribution Revenue for the Regulatory Reporting Year t, calculated in accordance with paragraph 3.5.

3.4. The Maximum Regulated Distribution Revenue for the Regulatory Reporting Year – RP7Rt

3.5. For the purposes of paragraph 3.3, the Maximum Regulated Distribution Revenue for the Regulatory Reporting Year t shall be calculated as follows:

$$RP7R_t = DEP_t + RET_t + BD_t + RI_t + EPF_t + O_t + P_t + TAX_t - RPSI_t + K_t$$

Where:

DEPt means the depreciation amount in Regulatory Reporting Year t, calculated in accordance with paragraph 4;

RETt means the return amount in Regulatory Reporting Year t, calculated in accordance with paragraph 5;

BDt is the allowed opex amount (if any) in Regulatory Reporting Year t, for Uncollected Revenue, being the amount appropriate for the Licensee to recover in that Regulatory Reporting Year, in respect of Uncollected Revenue, less any amount or part of an amount treated as Uncollected Revenue in respect of a preceding Regulatory Reporting Year t that has been paid to the Licensee in Regulatory Reporting Year t;

RIt is the allowed amount (if any) in Regulatory Reporting Year t, being the amount, the Authority determines in a published decision to be appropriate

for the Licensee to recover in respect of the reliability incentive in that Regulatory Reporting Year t, as calculated by the Authority under and in accordance with the Reliability Incentive Model;

EPFt is the allowed amount (if any) in Regulatory Reporting Year t, being the amount, the Authority determines in a published decision to be appropriate for the Licensee to recover in respect of the Evaluative Performance Framework incentive in that Regulatory Reporting Year t, as calculated by the Authority under and in accordance with the Evaluative Performance Framework Model;

Ot means the opex amount in Regulatory Reporting Year t, calculated in accordance with paragraph 6;

Pt means the pension deficit amount in Regulatory Reporting Year t, calculated in accordance with paragraph 7;

TAXt means the tax amount due in Regulatory Reporting Year t, calculated in accordance with paragraph 9;

RPSIt means the revenue protection services incentive amount, in Regulatory Reporting Year t, calculated in accordance with paragraph 10;

Kt means the correction factor amount (whether a positive or negative number) calculated in accordance with paragraph 11.

4. The Regulatory Asset Bases – RAB_Xt

4.1. For the purposes of this Annex, there shall be, as set out in **Table 1** below, the following Regulatory Asset Bases:

Table 1 – The Distribution Business Regulatory Asset Bases

RAB name	RAB_X
5 Year D.RAB	RAB_D5Y
Distribution RAB	RAB_DN
10 Year RAB	RAB_D10Y
Metering RAB	RAB_MTRN

4.2. In this Annex, each Regulatory Asset Base is identified as a RAB, and RAB_X refers to a Regulatory Asset Base for which X represents the suffix assigned to that RAB at paragraph 4.1.

4.3. **The Opening Regulatory Asset Base – ORAB_Xt**

4.4. For the purposes of this Annex, in each Regulatory Reporting Year t and for each RAB_X, the opening Regulatory Asset Base, ORAB_Xt, being the value of that Regulatory Asset Base at the beginning of Regulatory Reporting Year t, shall be defined as:

$$\mathbf{ORAB_X_t = OE_X_t + OADD_X_t}$$

Where:

OE_Xt being the opening value of existing assets, calculated in accordance with paragraph 4.6; and

OADD_Xt being the opening value of additional assets, calculated in accordance with paragraph 4.13.

4.5. The opening value of existing assets – OE_Xt

4.6. For the purposes of this Annex, in respect of Regulatory Reporting Year t = 2026, for each RAB_X, the opening value of existing assets (OE_X2026) shall be calculated as follows:

$$\mathbf{OE_X_{2026} = (CE_X_{2025} + CADD_X_{2025}) * CPIH2026/CPIH_{2025}}$$

Where:

CE_X_{2025} is, for each RAB_X, the closing value of existing assets for Regulatory Reporting Year t = 2025, as calculated in accordance with paragraph 4.9 of Annex 2 of the Licence in effect on the 31 March 2025 within the RP6 Financial Model including conversion to CPIH, which for the Distribution RAB will include the Rathlin RAB amount.

$CADD_X_{2025}$ is,

(a) for each RAB_X other than RAB_D5Y, the closing value of additional assets for Regulatory Reporting Year t = 2025, as calculated in accordance with paragraph 4.9 of Annex 2 of the Licence in effect on the 31 March 2025, within the RP6 Financial Model including conversion to CPIH.

(b) For RAB_D5Y the closing value of additional assets for Regulatory Reporting Year t = 2025, as calculated in accordance with paragraph 4.9 of Annex 2 of the Licence in effect on the 31 March 2025, within the RP6 Financial Model including conversion to CPIH, save that such calculation shall be on the basis that the allowed capex for RAB_D5Y for regulatory reporting year t= 2025 specified in Table 3 of Annex 2 of the licence in effect on 31 March 2025 was increased by £953,379.54 (2024/25 prices) plus an amount to be determined in respect of smart metering costs incurred during RP6, from 01 August 2024.

4.7. For the purposes of this Annex, in each Regulatory Reporting Year t other than t = 2026, and for each RAB_X the opening value of existing assets (OE_Xt) shall be calculated as follows:

$$\mathbf{OE_X_t = (CE_X_{t-1}) * CPIH_t / CPIH_{t-1}}$$

Where:

CE_Xt is the closing value of existing assets, calculated in accordance with paragraph 4.9.

4.8. **The closing value of existing assets – CE_Xt**

4.9. For the purposes of this Annex, in each Regulatory Reporting Year t and for each RAB_X, the closing value of existing assets (CE_Xt) being the value of the existing assets in that RAB at the end of Regulatory Reporting Year t, shall be calculated as follows:

$$\mathbf{CE_X_t = OE_X_t - FDEP_X_t}$$

Where:

OE_Xt is the opening value of existing assets calculated in accordance with paragraph 4.6 and 4.7; and

FDEP_Xt is the fixed depreciation amount, calculated in accordance with paragraph 4.11.

4.10. **The fixed depreciation amount – FDEP_Xt**

4.11. For the purposes of this Annex, in each Regulatory Reporting Year t, and for each RAB_X, the fixed depreciation amount (FDEP_Xt) means the amount representing depreciation of assets acquired pre-31 March 2025 and shall be calculated as follows:

$FDEP_Xt = (FDEP_RP6_Xt) * CPIHt/CPIH_{2025}$

Where:

FDEP_RP6_Xt is, for each RAB_X, the fixed depreciation amount in 2024/25 prices in Regulatory Reporting Year t, as calculated by the Authority in accordance with the Licence in effect on the 31 March 2025 within the RP6 Financial Model including conversion to CPIH, which for the Distribution RAB will include the Rathlin RAB amount.

4.12. The opening value of additional assets – OADD_Xt

4.13. For the purposes of this Annex, in each Regulatory Reporting Year t and for each RAB_X, the opening value of additional assets (OADD_Xt) shall be:

a) 0 (zero) in Regulatory Reporting Year t = 2026; and
b) in each subsequent Regulatory Reporting Year t, calculated as follows:

$OADD_X_t = (CADD_X_{t-1}) * CPIH_t / CPIH_{t-1}$

Where:

CADD_ Xt-1 means the closing value of additional assets in the previous Regulatory Reporting Year, calculated in accordance with paragraph 4.15.

4.14. The closing value of additional assets – CADD_Xt

4.15. For the purposes of this Annex, in each Regulatory Reporting Year t and for each RAB_X, the closing value of additional assets (CADD_Xt) shall be calculated as follows:

$CADD_X_t = OADD_X_t + QCE_X_t - DIQCE_X_t + PTCE_X_t - DIPTCE_X_t - DEPADD_X_t - CD_X_t + CI_X_t$

Where:

OADD_Xt means the opening value of additional assets calculated in accordance with paragraph 4.13;

QCE_Xt means the qualifying capex expenditure amount, calculated in accordance with paragraph 4.17;

DIQCE_Xt means the demonstrably inefficient qualifying capex expenditure amount, calculated in accordance with paragraph 4.19;

PTCE_Xt means the pass through capex expenditure amount, calculated in accordance with paragraph 4.21;

DIPTCE_Xt means the demonstrably inefficient pass through capex expenditure

amount, calculated in accordance with paragraph 4.24;

DEPADD_Xt means the depreciation amount for additional assets, calculated in accordance with paragraph 4.26;

CD_Xt means the capex disposal amount, calculated in accordance with paragraph 4.29; and

CI_Xt means the capex incentive amount, calculated in accordance with paragraph 4.31.

4.16. The qualifying capex expenditure amount - QCE_Xt

4.17. For the purposes of this Annex, in each Regulatory Reporting Year t and for each RAB_X, the qualifying capex expenditure amount (QCE_Xt) shall:

a) be the value of capex incurred by the Licensee (excluding any costs included in the calculation of **PTCE_X$_t$**) reasonably allocated or attributed to:

i. the Distribution Business;

ii. the Regulatory Reporting Year t; and

iii. RAB_X; and

b) exclude any amounts reasonably allocated or attributed to any of the following:

i. pension deficit repair contributions;

ii. the net costs (or net contributions) relating to: activities or services subject to the Licensee's connection charges such that the exclusion is consistent with the Licensee's Connection Charging Statement; or any other activities or services that are treated as Excluded Services for the purposes of this Annex;

iii. any costs recharged by the Licensee to associated businesses or related parties;

iv. any positive Related Party Margin (but excluding any Allowed Related Party Margin) that is charged to the Licensee by a Related Party;

v. any costs incurred by the Licensee as part of the PSO Agreement or otherwise recoverable under the restriction on the Licensee's PSO Charges;

vi. any Uncollected Revenue; and

vii. other costs of any description which the Authority may determine in a published decision from time to time are manifestly unreasonable to include in the qualifying capex expenditure amount.

viii. any severe weather recovery capex expenditure incurred by the Licensee in Regulatory Reporting Year t which exceeds an amount calculated as follows: £3,500,000 *CPIHt/CPIHtbp

4.18. Demonstrably inefficient qualifying capex expenditure - DIQCE_Xt

4.19. For the purposes of this Annex, in each Regulatory Reporting Year t and for each RAB_X, demonstrably inefficient qualifying capex expenditure (DIQCE_Xt) shall be the part (if any) of QCE_Xt that is Demonstrably Inefficient or Wasteful Expenditure.

4.20. The pass through capex expenditure amount - PTCE_Xt

4.21. For the purposes of this Annex, in each Regulatory Reporting Year t and for each RAB_X, the pass through capex expenditure amount (PTCE_Xt), shall:

a) be the value of capex incurred by the Licensee (excluding QCE_Xt) reasonably allocated or attributed to:

i. the Distribution Business;

ii. the Regulatory Reporting Year t; and

iii. RAB_X; and

b) be calculated as follows:

$$\mathbf{PTCE_X_t = CC_X_t + CCSA_Xt + CSW_X_t}$$

Where:

CC_Xt means the capex connections amount in Regulatory Reporting Year t and for each RAB_X, being the net costs (or net contributions) relating to activities or services subject to the Licensee's connection charges such that the inclusion is consistent with the Licensee's Connection Charging Statement as approved by the Authority, and where contributions from connecting parties are included on a cash basis.

CCSA_Xt means the capex connections shared asset amount in Regulatory Reporting Year t and for each RAB_X being the amount that the Authority determines, in a published decision, to be appropriate in respect of Shared Asset Charges payable by the Distribution Business for the connection of the Distribution System to that part of the transmission system that has been funded by a third party pursuant to a connection agreement entered into between that third party and the Transmission System Operator.

CSW_X_t means the severe weather recovery capex amount in Regulatory Reporting Year t for RAB_D5Y only, being the amount, if any calculated under paragraph 4.17(b)(viii) of this Annex

4.22 The value of CCSA_Xt in each Regulatory Year t and for each RAB_X shall be that which the Authority considers appropriate, and for these purposes:

a) no allowance may be determined in respect of any outputs or costs that are funded

through any other provision of this Annex;

b) the Authority may follow such procedure as it considers appropriate prior to making its determination, including by providing for any audit, assessment or consultation in respect of the Shared Asset Charges;

c) the Licensee shall provide such information, including in such manner, format and within such period, as may be required by the Authority (and notified to the Licensee) for the purposes of making its determination; and

d) the Authority may make its determination subject to conditions with which the Licensee shall be required to comply, including in particular conditions as to any monitoring, audit and reporting in relation to the amount and timings of the Shared Asset Charges.

4.23. Demonstrably inefficient pass-through capex expenditure – DIPTCE_Xt

4.24. For the purposes of this Annex, in each Regulatory Reporting Year t and for each RAB_X, demonstrably inefficient pass-through capex expenditure (DIPTCE_Xt) shall be the part (if any) of PTCE_Xt that is Demonstrably Inefficient or Wasteful Expenditure.

4.25. The depreciation amount for additional assets - DEPADD_Xt

4.26. For the purposes of paragraph 4.25, in each Regulatory Reporting Year t and for each RAB_X, the depreciation amount for additional assets (DEPADD_Xt) shall be calculated as follows:

a) in Regulatory Reporting Year t = 2026

$$\mathbf{DEPADD_X_t = 0.5 * DEPN_X_t}$$

b) in each other Regulatory Reporting Year t :

$$\mathbf{DEPADD_X_t = 0.5 * DEPN_X_t + (DEPADD_X_{t-1} + 0.5 * DEPN_X_{t-1}) * CPIH_t / CPIH_{t-1}}$$

subject to a limitation on the value of $\mathbf{DEPADD_X_t}$ to ensure that the cumulative depreciation (up to and including Regulatory Reporting Year t) in respect of any past value of DEPN_X does not represent excessive depreciation given the depreciation and RAB policies reflected in this Annex, including the CPIH indexation of the RAB.

4.27. For the purposes of paragraph 4.26, DEPN_Xt is the full year depreciation for net assets added to RAB_X in Regulatory Reporting Year t and shall be calculated as follows:

$$\mathbf{DEPN_X_t = (QCE_X_t - DIQCE_X_t + PTCE_X_t - DIPTCE_X_t - CD_X_t + CI_X_t) * DEPR_X}$$

Where:

QCE_Xt means the qualifying capex expenditure amount, calculated in accordance with paragraph 4.17;

DIQCE_Xt means the demonstrably inefficient qualifying capex expenditure amount,

calculated in accordance with paragraph 4.19;

PTCE_Xt means the pass through capex expenditure amount, calculated in accordance with paragraph 4.21;

DIPTCE_Xt means the demonstrably inefficient pass through capex expenditure amount, calculated in accordance with paragraph 4.24;

CD_Xt means the capex disposal amount, calculated in accordance with paragraph 4.29;

CI_Xt means the capex incentive amount, calculated in accordance with paragraph 4.31; and

DEPR_X is the depreciation rate for each RAB_X as set out in Table 2 below:

Table 2 - The Distribution Business depreciation rate for each RAB_X

RAB_X	Depreciation rate
RAB_DN	3%
RAB_D10Y	10%
RAB_MTRN	6.667%
RAB_D5Y	20%

4.28. The capex disposal amount - CD_Xt

4.29. For the purposes of this Annex, in each Regulatory Reporting Year t and for each RAB_X, the capex disposal amount (CD_Xt) shall be calculated as follows:

$$CD_X_t = OCD_X_{t-5} * CPIH_t / CPIH_{t-5}$$

Where:

OCD_Xt means the outturn capex disposal amount, during Regulatory Reporting Year t, the value of which constituted part of RAB_X, being the proceeds of the disposal of any relevant asset/s (including Land, Buildings, Plant, Equipment, but not comprising Land Bank premises or scrap) minus any costs of such disposal that were reasonably incurred by the Licensee.

4.30. The capex incentive amount – CI_Xt

4.31. For the purposes of this Annex, in each Regulatory Reporting Year t and for each RAB_X, the capex incentive amount (CI_Xt) is a sum designed to share equally between the Licensee and customers the value of any outperformance or underperformance of the Licensee against its capex allowances and shall be calculated as follows:

$$CI_Xt = (AC_Xt + ACDR_Xt - (QCE_Xt - DIQCE_Xt)) * 50\%$$

Where:

AC_Xt is the allowed capex for RAB_X for Regulatory Reporting Year t;

ACDR_Xt is the allowed capex (if any) in an amount determined by the Authority (in a published decision giving reasons) to be appropriate in accordance with paragraph 4.46;

QCE_Xt is the qualifying capex expenditure amount determined in accordance with paragraph 4.17; and

DIQCE_Xt means the demonstrably inefficient qualifying capex expenditure amount calculated in accordance with paragraph 4.19.

The allowed capex for RAB_D5Y is calculated in accordance with paragraph 4.33. The allowed capex for RAB_DN is calculated in accordance with paragraph 4.35. The allowed capex for RAB_D10Y is calculated in accordance with paragraph 4.37. The allowed capex for RAB_MTRN is calculated in accordance with paragraph 4.39.

4.32. Allowed capex for 5 Year D.RAB – AC_D5Yt

4.33. For the purposes of this Annex, in each Regulatory Reporting Year t, and for RAB_D5Y the allowed capex (AC_D5Yt) amounts shall be calculated as follows:

$$AC_D5Y_t = (AC_FD_D5Y_t * CPIH_t / CPIH_{tpb}) * CRPEPF_t$$

Where:

AC_FD_D5Yt is the allowed capex determined amount for RAB_D5Y for each Regulatory Reporting Year t before adjusting for capex real price effect & productivity factor, excluding any amounts determined by the application of determined rates to actual volumes, and excluding any additional allowed capex (ACDR_Xt) determined under paragraph 4.46, and shall be equal to the amounts specified in Table 3 below.

CRPEPFt is the capex real price effect & productivity factor for each Regulatory Reporting Year t, and shall be calculated in accordance with paragraph 4.49.

Table 3 – The Distribution Business allowed capex determined amount AC_FD_D5Y for each Regulatory Reporting Year t (£ million, 2022 prices)

Year	t=2026	t=2027	t=2028	t=2029	t=2030	t=2031
AC_FD_D5Y	26.283	32.210	6.607	6.406	6.097	6.047

4.34. Allowed capex for Distribution RAB – AC_DNt

4.35. For the purposes of this Annex, in each Regulatory Reporting Year t and for RAB_DN, the

allowed capex (AC_DNt) shall be calculated as follows:

AC_DNt = (AC_FD_DNt + VDA_DNt) * CPIHt / CPIHtpb * CRPEPFt

Where:

AC_FD_DNt is the allowed capex determined amount for RAB_DN for each Regulatory Reporting Year t before adjusting for real price effect & productivity factor, excluding any amounts determined by the application of determined rates to actual volumes, and excluding any additional allowed capex (ACDR_Xt) determined under paragraph 4.46, and shall be equal to the amounts specified in Table 4 below.

CRPEPFt is the capex real price effect & productivity factor for each Regulatory Reporting Year t, and shall be calculated in accordance with paragraph 4.49.

VDA_DNt which is a volume driven allowed capital for RAB_DN for each Regulatory Reporting Year t in 2022 prices, before the application of capex real price effect & productivity factor calculated in accordance with the formula below:

$$\mathbf{VDA_DNt} = \sum_{All_A}\left(\mathbf{VDV_DNt_A} * \mathbf{VDU_DN_A}\right)$$

Maximum expenditure under this term shall not exceed £152.5m over the duration of the price control unless determined by the authority in a published decision

Where:

∑All _ A means the summation of each category A listed in **Table 5** – The Volume Driven allowance unit cost for each category A below;

VDV_DNtA means the volume of units delivered in Regulatory Reporting Year t, for each category of volume driver A in **Table 5** below;

VDU_DNA is the capex allowance unit cost for each category of volume driver A in Table 5 below.

Table 4 – The Distribution Business allowed capex determined amount for AC_FD_DN for each Regulatory Reporting Year t (£ million, 2022 prices)

Year	t=2026	t=2027	t=2028	t=2029	t=2030	t=2031
AC_FD_DN	143.567	152.990	147.629	147.638	147.054	146.981

Table 5 – The Distribution Business allowed capex determined unit costs for each category of volume driver A (£ million, 2022 prices)

Distribution Capex Category A	Capex Allowance Unit Cost (£)VDU_DN_A
D57c1. Ground Mounted Transformer (site). Includes replacement of transformer, LV cabinet and RMU	62,444
D57c2. Pole Mounted Transformer (MVA). Includes the cost to replace any capacity of pole mounted transformer from 16kVA to 200kVA	84,719
D57c3. LV Cable (km). Includes replace or overlay existing cable with larger capacity cable	118,706
D57c4. LV Overhead Lines (km). The construction of new, low voltage, overhead line utilising aerial bundled conductors (ABC)	40,423
D57c5. LV Cabinet (each). Replacement of existing LV cabinet with new cabinet containing more feeder ways.	16,265
D57c6. HV Cable (km). Includes replace or overlay existing cable with larger capacity cable	87,411
D57c7. HV Overhead Line (km). The construction of new, high voltage, overhead line utilising 50sqmm AAAC	44,716
D57c8. HV Circuit Breaker [in contract] (each)	25,024
D57c9. HV Circuit Breaker [out of contract] (each)	68,136
D57c10. Switch House Extension (each)	77,406
D57c11. Switch House New-Build (each)	210,836
D57c12. TTNO Ground Mounted Transformer (site). The extra over cost to replace a ground mounted transformer with new capacity >500kVA and replacement LV cabinet	7,250
D57c13. TTNO Pole Mounted Transformer (site). The extra overcost to convert a pole mounted transformer arrangement to either an “H pole” or ground mounted arrangement	50,556
D57c14. TTNO LV Cable (km). The extra over cost to install a second cable in an existing trench to facilitate circuit splitting	43,638
D57c15. TTNO LV Overhead Line (km)	10,860
D57c16. TTNO HV Cable (km)	47,678
D57c17. TTNO HV Overhead Line (km)	7,271
D10a. the volume of properties with undereaves services and/or mains replaced, in respect of Regulatory Reporting Year t, as reported to the Authority by the Licensee and which shall not exceed a total of 25,000 properties in RP7 price control period	510.99
D11c. the volume of single phase cutout replacements resulting from a customer application to connect a low carbon technology, which identified the cut-out as being in poor condition/non-compliant/<80A rating.	288.42

D11d. the volume of three phase cutout replacements resulting from a customer application to connect a low carbon technology, which identified the cut-out as being in poor condition/non-compliant/<80A rating.	1,050
D43h. Remove Looped Services.The volume of properties supplied with shared single phase underground service cable to be re-supplied with individual service cables: • only after 2028/29 reporting year; and • all ex-ante outputs have been delivered	1,137

4.36. **Allowed capex for 10 Year RAB – AC_D10Yt**

4.37. For the purposes of this Annex, in each Regulatory Reporting Year t and for RAB_D10Y, the allowed capex (AC_D10Yt) shall be calculated as follows:

AC_D10Yt = (AC_FD_D10Yt) * CPIHt / CPIHtpb * CRPEPFt

Where:

AC_FD_D10Yt is the allowed capex determined amount for RAB_D10Y for each Regulatory Reporting Year t before adjusting for capex real price effect & productivity factor, excluding any amounts determined by the application of determined rates to actual volumes, and excluding any additional allowed capex (ACDR_Xt) determined under paragraph 4.46, and shall be equal to the amounts specified in Table 6 below.

CRPEPFt is the capex real price effect & productivity factor for each Regulatory Reporting Year t, and shall be calculated in accordance with paragraph 4.49.

Table 6 – The Distribution Business allowed capex determined amount for RAB_FD_D10Y for each Regulatory Reporting Year t (£ million, 2022 prices)

Year	t=2026	t=2027	t=2028	t=2029	t=2030	t=2031
RAB_FD_D10Y	0.000	0.000	0.000	0.000	0.000	0.000

4.38. **Allowed capex for Metering RAB – AC_MTRNt**

4.39. For the purposes of this Annex, in each Regulatory Reporting Year t and for RAB_MTRN, the allowed capex (AC_MTRNt) shall be calculated as follows:

$$AC_MTRN_t = (FMFA_t + SMFA_t + MVA_t) * CPIHt / CPIHtpb * CRPEPF_t$$

Where:

FMFAt means the first metering fixed allowance, in Regulatory Reporting Year t, before adjusting for real price effect & productivity factor, excluding any

amounts determined by the application of determined rates to actual volumes, and shall be equal to the amounts specified in Table 7 below;

SMFAt means the second metering fixed allowance, in Regulatory Reporting Year t, before adjusting for real price effect & productivity factor, excluding any amounts determined by the application of determined rates to actual volumes, and shall be equal to the amounts specified in Table 7 below;

CRPEPFt is the capex real price effect & productivity factor for each Regulatory Reporting Year t, and shall be calculated in accordance with paragraph 4.49; and,

MVAt means the metering volume driven capex allowance, in Regulatory Reporting Year t, and shall be calculated in accordance with the equation below.

$$\mathbf{MVAt} = \sum_{All_C} \mathbf{((MV_Ct * MAU_FD_Ct) + (AMV_Ct * AMAU_Ct))}$$

Where:

$\sum_{All_C}$ means the summation of each metering category C listed in Table 8 – The Distribution Business metering allowance unit cost for each metering category C below;

MV_Ct means the volume of Metering units installed (whether as a new Metering unit or replacement or adjustment of an existing Metering unit) in respect of Regulatory Reporting Year t, for each category C listed in Table 8 below;

MAU_FD_Ct is the metering allowance unit cost, in respect of Regulatory Reporting Year t, for each metering category C listed in Table 8 below;

AMV_Ct means the volume of Metering units installed (whether as a new Metering unit or replacement or adjustment of an existing Metering unit) in respect of Regulatory Reporting Year t, for each additional Metering Category C identified by the Authority in a decision made under paragraph 4.41 of this Annex; and

AMAU_Ct is the additional metering allowance unit cost, in respect of Regulatory Reporting Year t, for each additional Metering Category C, determined by the Authority in a decision made under paragraph 4.41 of this Annex.

Table 7 – The Distribution Business first metering fixed allowance FMFAt and second metering fixed allowance SMFAt for each Regulatory Reporting Year t (£ million, 2022 prices)

Year	t=2026	t=2027	t=2028	t=2029	t=2030	t=2031

$FMFA_t$	0.301	0.301	0.301	0.301	0.301	0.301
$SMFA_t$	2.171	1.898	1.858	1.885	1.916	2.138

Table 8 – The Distribution Business metering allowed capex determined unit cost for each metering category C (£ million, 2022 prices)

Metering category C	**Metering allowance unit cost (MAU_FD_Ct)**
Meter Installs/Changes: Credit	£26.81
Meter Installs/Changes: Keypad	£65.10
Meter Installs/Changes: Commercial	£168.28
Meter Installs/Changes: LCT (Basic)	£37.92
Meter Installs/Changes: LCT (Higher)	£59.80
Meter Installs/Changes: LCT (Advanced)	£165.96
Recertification/certification: Credit	£29.87
Recertification: Keypad	£75.40
Recertification: Commercial	£159.15
Recertification: Commercial: 110/33kv Bulk Supply Point and Sub-Station metering	£1771.02
Recertification: Commercial: Power Stations >100MW Metering	£6089.78
Recertification: Commercial: Generator metering <100MW and >1MW	£848.29
Recertification: Commercial: HV Demand customer Metering >1MW	£429.56
Recertification: Commercial: HV Demand customer Metering <1MW	£353.98
Recertification: Commercial: Teleswitch/Telemeter replacement programme	£86.69
Meter Replacement for theft	£124.04

4.40 **Additional metering allowance unit costs for additional Metering category C – AMAU_Ct**

4.41 For the purpose of this Annex, an additional metering allowance unit cost (AMAU_Ct) is any unit rate which the Authority determines, in a published decision, to be appropriate for an additional Metering Category C which is identified in that decision.

4.42 The value of any additional metering allowance unit cost in respect of an additional Metering Category C (AMAU_Ct) shall be that which the Authority considers appropriate in all the circumstances, and for these purposes:

a) no additional metering allowance unit cost may be determined in respect of any outputs or costs that are funded through other provisions of this Annex;
b) the Licensee shall provide such information, including in such manner, format and within such period, as may be required by the Authority (and notified to the Licensee) for the purposes of making its determination;
c) the Authority may follow such procedure as it considers appropriate prior to making its determination, including by providing for any audit, assessment or consultation in respect of any information provided to it by or on behalf of the Licensee (whether or not in accordance with a requirement to do so); and
d) the Authority may make its determination subject to conditions with which the Licensee shall be required to comply as if they were specified in this Annex, including in particular conditions as to any monitoring, audit and reporting in relation to any additional Metering Category C.

4.43. Meter Replacement for Theft

4.44. For the purposes of the metering volume driven allowance (MVAt), the metering unit allowance cost:

a) set out in Table 8 for the metering category C 'Meter Replacement for theft' shall only be for units delivered during the RP7 period up to the determined programme limit of 30,000 Metering units in aggregate inclusive of units already delivered prior to the RP7 period, or such higher number as the Authority may determine; and
b) shall be £0 for each additional Metering unit falling within that metering category C 'Meter Replacement for theft.

4.45. **Additional allowed capex – $ACDR_X_t$**

4.45A For the purposes of this Annex, in each Regulatory Reporting Year t, the additional allowed capex ($ACDR_X_t$) amounts for each RAB_X shall be calculated as follows:'

$$\mathbf{ACDR_X_t = ACDR_PD_X_t * CPIHt / CPIHtpb}$$

4.46. For the purposes of this Annex, in each Regulatory Reporting Year t and for each RAB_X, the additional allowed capex (**$ACDR_PD_X_t$**) is the sum of:

a) the allowed capex (if any) amount in Regulatory Reporting Year t, for primary substation load growth (forward power flow), being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year in respect of primary substation load growth;
b) the allowed capex (if any) amount in Regulatory Reporting Year t, for primary substation reverse power flow, being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental

efficient costs in that Regulatory Reporting Year in respect of primary substation reverse power flow;

c) the allowed capex (if any) amount in Regulatory Reporting Year t, for the net zero reopener, being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year in respect of the net zero reopener;

d) the allowed capex (if any) amount in Regulatory Reporting Year t, for sub-sea cables, being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year in respect of sub-sea cables following surveys planned in RP7;

e) the allowed capex (if any) amount in Regulatory Reporting Year t, for development of the Operational Network Telecoms, being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year in respect of development of capacity on the Operational Network Telecoms as follows:

- expenditure associated with planning and design of the Operational Network Telecoms (OTN) for any new telecoms standard such as the long-term evolution (LTE) standard;
- expenditure associated with the delivery of any new telecoms standard such as the long-term evolution (LTE) standard;
- expenditure associated with expansion of the capacity of the Operational Network Telecoms (OTN) in line with operational needs in respect of interactions with low carbon technology and digitalization.

f) the allowed capex (if any) amount in Regulatory Reporting Year t, for trials undertaken to assess and demonstrate innovative future investment in the distribution system, being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year in respect of any trials undertaken to assess and demonstrate innovative future investment in the distribution system;

g) the allowed capex (if any) amount in Regulatory Reporting Year t, for planning and preparation for the rollout of smart metering, being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year for preparation and planning for the rollout of smart metering which is clearly in pursuit of a Ministerial policy decision;

h) the allowed capex (if any) amount in Regulatory Reporting Year t, for the Enduring Solution, being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year in respect of any significant changes in the specification of the service that the Licensee is required to provide in relation to the Enduring Solution market opening system;

i) the allowed capex (if any) amount in Regulatory Reporting Year t, for additional IT

investment from and including year t = 2028, being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year in respect of additional IT investment from the year t = 2028 ;

j) the allowed capex (if any) amount in Regulatory Reporting Year t, for injurious affection, being the amount that the Authority determines in a published decision, to be appropriate for the Licensee to recover in Regulatory Reporting Year in respect of injurious affection claims;

k) the allowed capex (if any) amount in Regulatory Reporting Year t, for changes of law, being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year in respect of Relevant Change of law, in accordance with paragraph 4.50.

l) the allowed capex (if any) amount in Regulatory Reporting Year t, for network resilience enhancement projects, being the additional amount that the Authority determines in one or more published decisions, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year in respect of any projects to enhance network resilience against the consequences of severe weather events.

4.47. The value of **ACDR_Xt** in each Regulatory Reporting Year t and for each RAB_X shall be that which the Authority considers appropriate, and for these purposes:

a) no allowance may be determined in respect of any outputs or costs that are funded through any other provision of this Annex;

b) the Licensee shall provide such information, including in such manner, format and within such period, as may be required by the Authority (and notified to the Licensee) for the purposes of making its determination;

c) the Authority may follow such procedure as it considers appropriate prior to making its determination, including by providing for any audit, assessment or consultation in respect of the project submission;

d) the Authority may make its determination subject to conditions with which the Licensee shall be required to comply, including in particular conditions as to any monitoring, audit and reporting in relation to the project or trial, the delivery date or milestones to be achieved in relation to the project or trial and the consequences (including financial consequences in respect of the amount set out in the determination) for non-compliance with the delivery date or milestones;

e) the determination of an additional allowance for primary substation load growth (forward power flow) will only be determined following careful consideration of actual and planned delivery of the existing allowance, including substitution at fair value and the development of flex services;

f) the determination of an additional allowance for primary substation reverse flow will only be determined where the licencee expects to incur additional expenditure above the ex-ante allowances plus materiality threshold due to,

a. actual or forecast generation growth exceeding the 'best view' scenario; or
b. whole system solution investment where there is a strong case to invest;

g) the net-zero reopener mechanism can only be initiated by the Authority following consideration of representations from NIE Networks and other stakeholders, and subject to a materiality threshold of £800,000 in aggregate for any one instance;

h) an allowance may only be determined in respect of trials undertaken to assess and demonstrate innovative future investment in the distribution system. These will be determined by the Authority after year 1 (August 2026), year 3 (August 2028) and year 5 (August 2030) of the RP7 price control, in respect of submissions made by the Licensee in these prescribed months;

i) an allowance may be determined in respect of any project to prepare or plan for the development of smart metering only if the project is sufficiently material, is clearly in pursuit of a Ministerial policy decision, and has been justified in a submission which is in such format and contains such information as may be specified by the Authority for that purpose (e.g. including costs, outputs and benefits);

j) no allowance may be determined in respect of any costs to facilitate the planning and preparation of smart metering which takes the form of procurement of new metering assets, installation of new metering assets, or investment in information technology assets or other assets;

k) not used .

l) an allowance may only be determined in respect of any project to enhance network resilience if the project is sufficiently material and the Licensee has demonstrated to the satisfaction of the Authority that the project is likely to result in a significant reduction in the adverse impact of severe weather events on the continuity of electricity supply to consumers.

4.48. **The capex real price effect & productivity factor ($CRPEPF_t$)**

4.49. For the purposes of this Section 4 (The Regulatory Asset Bases – RAB_Xt), the capex real price effect & productivity factor ($CRPEPF_t$) shall, for each Regulatory Reporting Year t be equal to the values set out in Table 9 below.

Table 9 – The Distribution Business capex real price effect & productivity factor for each Regulatory Reporting Year t

Year	Real price effect & productivity factor ($CRPEPF_t$)
t=2026	0.94546
t=2027	0.94912
t=2028	0.95162
t=2029	0.94593
t=2030	0.95027

t=2031	0.95464

4.50 **Capex amount for changes of law**

4.51 For the purposes of this Annex, in each Regulatory Reporting Year t and for each RAB_X, the allowed capex amount for changes of law, being the Relevant Change of Law capex amount (being a positive or negative figure), subject to a threshold of £125,000 in aggregate per annum for any one event (nominal terms for the duration of the RP7 period), determined by the Authority, for the purposes of this paragraph, in accordance with paragraphs 4.52 to 4.55.

4.52 For the purposes of paragraph 4.51, the calculation of the Relevant Change of Law capex amount shall occur when the Authority has determined that:

a) there has been or will be a Relevant Change of Law;
b) there has been or will be an amount (whether a positive or negative figure) that is directly attributable to the Relevant Change of Law; and
c) having regard to all the circumstances, it is appropriate to include the amount within the calculation of the Relevant Change of Law capex amount in order to ensure that the financial position and performance of an efficient Licensee will be, so far as is reasonably practicable, the same as if the Relevant Change of Law had not taken place.

4.53. The Authority may make a determination in accordance with paragraph 4.52:

a) on an application made to it by the Licensee; or
b) otherwise, following consultation with the Licensee.

4.54. An application made to the Authority by the Licensee pursuant to paragraph 4.52 shall contain or be accompanied by all relevant details of the anticipated cost or revenue, and such other information as the Authority may require and, unless the Authority otherwise consents, may not be given later than the first day of April in the year immediately preceding the first of the Regulatory Reporting Years in respect of which the Licensee wishes that cost or revenue to be included in the calculation of Relevant Change of Law capex amount.

4.55. Where the Authority determines that an anticipated cost or revenue is appropriate for inclusion in the calculation of the Relevant Change of Law capex amount, in one or more Regulatory Reporting Years, it shall specify the value to be attributed to that cost or revenue in respect of each Regulatory Reporting Year.

4.56. **The depreciation amount – DEP_t**

4.57 For the purposes of this Annex, in each Regulatory Reporting Year t, the depreciation amount (DEP_t) shall be calculated as follows:

$$\mathbf{DEPt} = \sum_{\mathbf{All\ RAB_X}} \mathbf{(DEPADD_X_t + FDEP_X_t)}$$

Where:

$\sum_{All\ RAB_X}$	means the summation of the values for all regulatory Asset Bases
DEPADD_X$_t$	means the depreciation amount for additional assets for each RAB_X, calculated in accordance with paragraph 4.26; and
FDEP_X$_t$	means the fixed depreciation amount for each RAB_X, calculated in accordance with paragraph 4.11.

5. The return amount - RET_t

5.1. For the purposes of this Annex, in Regulatory Reporting Year t, the return amount (RET_t) is calculated as follows:

$$\mathbf{RET_t} = \sum_{\text{All RAB_X}} (\mathbf{ORAB_X_t + CRAB_X_t}) / 2 * \mathbf{AVWACC_t}$$

Where:

$\sum_{All\ RAB_X}$ means the summation of the values for all regulatory Asset Bases, RAB_X;

$ORAB_X_t$ means the opening Regulatory Asset Base in respect of each RAB_X in Regulatory Reporting Year t, has the value established in accordance with paragraph 4.4;

$CRAB_X_t$ means the closing Regulatory Asset Base in respect of each RAB_X in Regulatory Reporting Year t, and is equal to:
$CE_X_t + CADD_X_t$

Where:

CE_X_t, is the closing value of existing assets, and has the value calculated in accordance with paragraph 4.9; and

$CADD_X_t$ is the closing value of additional assets, and has the value calculated in accordance with paragraph 4.15.

$AVWACC_t$ means the adjusted vanilla weighted average cost of capital in Regulatory Reporting Year t, and shall be calculated as follows:

$$AVWACC_t = \frac{VWACC_t}{\sqrt{(1 + VWACC_t)}}$$

VWACCt means the vanilla weighted average cost of capital in Regulatory Reporting Year t and has a value equal to the value specified in Annex I of the RP7 Final Determination (in accordance with the provisions of Annex H of the RP7 Final Determination), as amended from time to time by the Authority in accordance with the provisions of Annex I and notified to the Licensee.

6. The opex amount – O_t

6.1. For the purposes of paragraph 3.5, in each Regulatory Reporting Year t, the opex amount (O_t) shall be calculated as follows:

$$\mathbf{O_t = QOE_t - DIQOE_t + PTOE_t - DIPTOE_t + OI_t}$$

Where:

$\mathbf{QOE_t}$	means the qualifying opex expenditure amount, calculated in accordance with paragraph 6.3;
$\mathbf{DIQOE_t}$	means the demonstrably inefficient qualifying opex expenditure amount, calculated in accordance with paragraph 6.5 and in accordance with the Authority's Guidance on the interpretation and application of the Demonstrably Inefficient or Wasteful Expenditure (DIWE) Provision;
$\mathbf{PTOE_t}$	means the pass through opex expenditure amount, calculated in accordance with paragraph 6.7;
$\mathbf{DIPTOE_t}$	means the demonstrably inefficient pass through opex expenditure amount, calculated in accordance with paragraph 6.9 and in accordance with the Authority's Guidance on the interpretation and application of the Demonstrably Inefficient or Wasteful Expenditure (DIWE) Provision; and
$\mathbf{OI_t}$	means the opex incentive amount in Regulatory Reporting Year t, calculated in accordance with paragraph 6.11.

6.2. **The qualifying opex expenditure amount – QOE_t**

6.3. For the purposes of this Annex, in each Regulatory Reporting Year t, the qualifying opex expenditure amount (QOE_t), shall:

a) be the value of opex incurred by the Licensee (excluding $\mathbf{PTOE_t}$) reasonably allocated or attributed to:

   i. the Distribution Business; and
   ii. the Regulatory Reporting Year t; and

b) exclude any amounts reasonably allocated or attributed to any of the following:

   i. pension deficit repair contributions;
   ii. the net costs (or net contributions) relating to: activities or services subject to the Licensee's connection charges such that the exclusion is consistent with the Licensee's Connection Charging Statement; or any other activities or services that are treated as Excluded Services for the purposes of this Annex;
   iii. any costs recharged by the Licensee to associated businesses or related parties;

iv. any positive Related Party Margin (but excluding any Allowed Related Party Margin) that is charged to the Licensee by a Related Party;

v. any costs incurred by the Licensee as part of the PSO Agreement or otherwise recoverable under the restriction on the Licensee's PSO Charges;

vi. any Uncollected Revenue; and

vii. other costs of any description which the Authority may determine in a published decision from time to time are manifestly unreasonable to include in the qualifying opex expenditure amount.

viii. any positive amount calculated as the sum of the severe weather recovery capex expenditure and severe weather recovery opex expenditure incurred by the Licensee in Regulatory Report Year t, minus both £3,500,000 * CPIHt/CPIHtpb and the amount, if any, determined by paragraph 4.17(b)(viii).

6.4. **Demonstrably inefficient qualifying opex expenditure – $DIQOE_t$**

6.5. For the purposes this Annex, in each Regulatory Reporting Year t, $DIQOE_t$ shall be the part (if any) of QOE_t that is Demonstrably Inefficient or Wasteful Expenditure.

6.6. **Pass through opex expenditure amount - $PTOE_t$**

6.7. For the purposes of this Annex, in each Regulatory Reporting Year t, the pass through opex expenditure amount ($PTOE_t$) shall:

a) be the value of opex incurred by the Licensee (excluding $\mathbf{QOE_t}$) reasonably allocated or attributed to:
   i. the Distribution Business; and
   ii. the Regulatory Reporting Year t; and

b) be calculated as follows:

$$\mathbf{PTOE_t = OLF_t + OC_t + OCSA_t + OBRA_t + OSW_t}$$

Where:

OLF_t is the opex licence fee amount in Regulatory Reporting Year t, being the licence fee apportioned or allocated to or required from the Licensee under Condition 7 of this Licence;

OC_t means the opex connections amount in Regulatory Reporting Year t, being the net costs (or net contributions) relating to activities or services subject to the Licensee's connection charges such that the inclusion is consistent with the Licensee's Connection Charging Statement as approved by the Authority, and where contributions from connecting parties are included on a cash basis.

OCSAt means the opex connections shared asset amount in Regulatory Reporting Year t and being the amount that the Authority determines, in a published decision, to be appropriate in respect of Shared Asset Charges payable by the Distribution Business for the connection of the Distribution System to

that part of the transmission system that has been funded by a third party pursuant to a connection agreement entered into between that third party and the Transmission System Operator.

The value of OCSAt in each Regulatory Year t shall be that which the Authority considers appropriate, and for these purposes:

a) no allowance may be determined in respect of any outputs or costs that are funded through any other provision of this Annex;

b) the Authority may follow such procedure as it considers appropriate prior to making its determination, including by providing for any audit, assessment or consultation in respect of the Shared Asset Charges;

c) the Licensee shall provide such information, including in such manner, format and within such period, as may be required by the Authority (and notified to the Licensee) for the purposes of making its determination; and

d) the Authority may make its determination subject to conditions with which the Licensee shall be required to comply, including in particular conditions as to any monitoring, audit and reporting in relation to the amount and timings of the Shared Asset Charges.

$OBRA_t$ the opex business rate amount in Regulatory Reporting Year t, being the payment by the company to Land and Property Service in respect of business rates, the rates payable by the Licensee in respect of hereditaments under the Valuation (Electricity) Order (Northern Ireland) 2003.

The value of OBRAt in each Regulatory Year t may be reduced by the Authority to the extent that the Authority has concluded that the Licensee has not acted prudently and reasonably when challenging revaluations, maintaining good records and challenging rates bills, and for these purposes:

a) the Authority may follow such procedure as it considers appropriate prior to making any determination of an adjustment to the opex business rate amount; and

b) the Licensee shall provide such information, including in such manner, format and within such period, as may be required by the Authority (and

notified to the Licensee) for the purposes of making its determination.

OSW_t means the severe weather recovery opex amount in Regulatory Reporting Year t, being the amount, if any, calculated under paragraph 6. 3(b)(viii) of this Annex.

6.8. **Demonstrably inefficient pass through opex expenditure – $DIPTOE_t$**

6.9 For the purposes of this Annex, in each Regulatory Reporting Year t, $DIPTOE_t$ shall be the part (if any) of $PTOE_t$ that is Demonstrably Inefficient or Wasteful Expenditure.

6.10. **The opex incentive amount – OI_t**

6.11. For the purposes of this Annex, in each Regulatory Reporting Year t, the opex incentive amount (OI_t) is a sum designed to share equally between the Licensee and customers the value of any outperformance or underperformance of the Licensee against its opex allowances and shall be calculated as follows:

$$\mathbf{OI_t = (AO_t + AOO_t - (QOE_t - DIQOE_t)) * 50\%}$$

Where:

AO_t is the allowed opex amount calculated in accordance with paragraph 6.13;

AOO_t is the allowed opex other amount calculated in accordance with paragraph 6.15;

QOE_t is the qualifying opex expenditure amount calculated in accordance with paragraph 6.3; and

$DIQOE_t$ is the demonstrably inefficient qualifying opex expenditure amount calculated in accordance with paragraph 6.5.

6.12. **Allowed opex amount - AO_t**

6.13. For the purposes of this Annex, in each Regulatory Reporting Year t, the allowed opex (AO_t) amounts shall be calculated as follows:

$$\mathbf{AO_t = AO_FD_t * CPIH_t / CPIH_{tpb} * ORPEPF_t}$$

Where:

AO_FD_t means the allowed opex amount, for each Regulatory Reporting Year t before adjusting for real price effect & productivity factor, and excluding any additional allowed opex (AOOt) determined under paragraph 6.15, and shall be equal to the amounts specified in specified in Table 10 below:

ORPEPFt is the opex real price effect & productivity factor for each Regulatory Reporting

Year t, and shall be calculated in accordance with paragraph 6.22.

Table 10 – The Distribution Business allowed opex amount for each Regulatory Reporting Year t (£ million, 2022 prices)

Year	t=2026	t=2027	t=2028	t=2029	t=2030	t=2031
AO_FD	59.079	58.394	51.128	51.440	51.852	51.944

6.14 Allowed opex other amount - AOO_t

6.14A For the purposes of this Annex, in each Regulatory Reporting Year t, the allowed opex other (AOO_t) amount shall be calculated as follows:

AOOt = AOO_PDt * CPIHt / CPIHtpb

6.15. For the purposes of this Annex, in each Regulatory Reporting Year t, the allowed opex other amount (AOO_PD_t), shall be the sum:

a) the allowed opex (if any) amount in Regulatory Reporting Year t, for the net zero reopener, being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year in respect of the net zero reopener;

b) the allowed opex (if any) amount in Regulatory Reporting Year t, for development of the Operational Network Telecoms, being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year in respect of development of capacity on the Operational Network Telecoms as follows:

- expenditure associated with planning and design of the Operational Network Telecoms (OTN) for any new telecoms standard such as the long-term evolution (LTE) standard;
- expenditure associated with the delivery of any new telecoms standard such as the long-term evolution (LTE) standard;
- expenditure associated with expansion of the capacity of the Operational Network Telecoms (OTN) in line with operational needs in respect of interactions with low carbon technology and digitalization.

c) the allowed opex (if any) amount in Regulatory Reporting Year t, for trials undertaken to assess and demonstrate innovative future investment in the distribution system, being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year in respect of any trials undertaken to assess and demonstrate innovative future investment in the distribution system;

d) the allowed opex (if any) amount in Regulatory Reporting Year t, for planning and preparation for the rollout of smart metering, being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year for preparation and planning for the rollout of smart metering which is clearly in pursuit of a Ministerial policy decision;

e) the allowed opex (if any) amount in Regulatory Reporting Year t, for the Enduring Solution, being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year in respect of any significant changes in the specification of the service that the Licensee is required to provide in relation to the Enduring Solution market opening system;

f) the allowed opex (if any) amount in Regulatory Reporting Year t, for additional IT investment from and including year t = 2028, being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year in respect of additional IT investment from the year t = 2028 ;

g) the allowed opex (if any) amount in Regulatory Reporting Year t, for injurious affection, being an amount that the Authority determines in a published decision, to be appropriate for the Licensee to in that Regulatory Reporting Year in respect of injurious affection claims;

h) the allowed opex (if any) amount in Regulatory Reporting Year t, for changes of law, being the additional amount that the Authority determines in a published decision, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year in respect of Relevant Change of Law, in accordance with paragraph 6.17.

i) the allowed opex (if any) amount in Regulatory Reporting Year t, for network resilience enhancement projects, being the additional amount that the Authority determines in one or more published decisions, to be appropriate for the expected incremental efficient costs in that Regulatory Reporting Year in respect of any projects to enhance network resilience against the consequences of severe weather events.

6.15A. The value of AOO_PDt in each Regulatory Reporting Year t, shall be that which the Authority considers appropriate, and for these purposes:

a) no allowance may be determined in respect of any outputs or costs that are funded through any other provision of this Annex;

b) the Licensee shall provide such information, including in such manner, format and within such period, as may be required by the Authority (and notified to the Licensee) for the purposes of making its determination;

c) the Authority may follow such procedure as it considers appropriate prior to making its determination, including by providing for any audit, assessment or consultation in respect of the project submission;

d) the Authority may make its determination subject to conditions with which the Licensee shall be required to comply, including in particular conditions as to any monitoring, audit and reporting in relation to the project or trial, the delivery date or milestones to be achieved in relation to the project or trial and the consequences (including financial consequences in respect of the amount set out in the determination) for non-compliance with the delivery date or milestones;

e) the net-zero reopener mechanism can only be initiated by the Authority following consideration of representations from NIE Networks and other stakeholders, and subject to a materiality threshold of £800,000 in aggregate for any one instance;

f) an allowance may only be determined in respect of trials undertaken to assess and demonstrate innovative future investment in the distribution system. These will be determined by the Authority after year 1 (August 2026), year 3 (August 2028) and year 5 (August 2030) of the RP7 price control, in respect of submissions made by the Licensee in these prescribed months;

g) an allowance may be determined in respect of any project to prepare or plan for the development of smart metering only if the project is sufficiently material, is clearly in pursuit of a Ministerial policy decision, and has been justified in a submission which is in such format and contains such information as may be specified by the Authority for that purpose (e.g. including costs, outputs and benefits);

h) no allowance may be determined in respect of any costs to facilitate the planning and preparation of smart metering which takes the form of procurement of new metering assets, installation of new metering assets, or investment in information technology assets or other assets;

i) not used

j) an allowance may only be determined in respect of any project to enhance network resilience if the project is sufficiently material and the Licensee has demonstrated to the satisfaction of the Authority that the project is likely to result in a significant reduction in the adverse impact of severe weather events on the continuity of electricity supply to consumers.

6.16. **Opex amount for changes of law**

6.17. For the purposes of this Annex, in each Regulatory Reporting Year t, the allowed opex amount for changes of law, being the Relevant Change of Law opex amount (being a positive

or negative figure) determined by the Authority, subject to a threshold of £125,000 in aggregate per annum for any one event (nominal terms for the duration of the RP7 period), for the purposes of this paragraph, in accordance with paragraphs 6.18 to 6.21.

6.18. For the purposes of paragraph 6.17, the calculation of change of law shall occur when the Authority has determined that:

a) there has been or will be a Relevant Change of Law;
b) there has been or will be an amount (whether a positive or negative figure) that is directly attributable to the Relevant Change of Law; and
c) having regard to all the circumstances, it is appropriate to include the amount within the calculation of change of law in order to ensure that the financial position and performance of an efficient Licensee will be, so far as is reasonably practicable, the same as if the Relevant Change of Law had not taken place.

6.19. The Authority may make a determination in accordance with paragraph 6.18:
a) on an application made to it by the Licensee; or
b) otherwise, following consultation with the Licensee.

6.20. An application made to the Authority by the Licensee pursuant to paragraph 6.18 shall contain or be accompanied by all relevant details of the anticipated cost or revenue, and such other information as the Authority may require and, unless the Authority otherwise consents, may not be given later than the first day of April in the year immediately preceding the first of the Regulatory Reporting Years in respect of which the Licensee wishes that cost or revenue to be included in the calculation of the change of law.

6.21. Where the Authority determines that an anticipated cost or revenue is appropriate for inclusion in the calculation of change of law in one or more Regulatory Reporting Years, it shall specify the value to be attributed to that cost or revenue in respect of each Regulatory Reporting Year.

6.22. **The opex real price effect & productivity factor (ORPEPFt)**

6.23. For the purposes of this Section 6 (The opex amount – O_t), the opex real price effect & productivity factor ($ORPEPF_t$) shall, for each Regulatory Reporting Year t be equal to the values set out in Table 11 below.

Table 11 – The Distribution Business opex real price effect & productivity factor for each Regulatory Reporting Year t

Year	Real price effect &

	productivity factor ($ORPEPF_t$)
t=2026	0.95571
t=2027	0.95287
t=2028	0.94972
t=2029	0.93459
t=2030	0.93418
t=2031	0.93377

7. The pension deficit amount – P_t

7.1. For the purposes of this Annex, in each Regulatory Reporting Year t, P_t means the pension deficit amount, including the ERDC amount in Regulatory Reporting Year t, and shall be calculated as follows:

$P_t = P_FD_t * CPIH_t / CPIHtpb$

Where:

P_FD_t means the pension deficit amount, for each Regulatory Reporting Year t, and shall be equal to the amounts specified in Table 12 below:

Table 12 – The Distribution Business pension deficit amount for each Regulatory Reporting Year t (£ million, 2022 prices)

Year	t=2026	t=2027	t=2028	t=2029	t=2030	t=2031
Historic Deficit Repair	-15.800	0.000	0.000	0.000	0.000	0.000
ERDC Disallowance	0.000	0.000	0.000	0.000	0.000	0.000
Pension deficit amount P_FDt	-15.800	0.000	0.000	0.000	0.000	0.000

8. NOT USED

9. The Tax Amount - TAXt

9.1. For the purposes of paragraph 3.5, in Regulatory Reporting Year t, the tax amount (TAX_t) is calculated as follows in nominal prices:

$$TAX_t = TR_t / (1-TR_t) *(RET_t + DEP_t - INT_t - CA_t)$$

Where:

TR_t means the corporation Tax Rate applicable in Northern Ireland in Regulatory Reporting Year t, as specified from time to time by HMRC;

RET_t means the return amount in Regulatory Reporting Year t, calculated in accordance with paragraph 5.1;

DEP_t means the depreciation amount in Regulatory Reporting Year t, calculated in accordance with paragraph 4.57;

INT_t means an amount equal to the Interest on the value of the average of all Regulatory Asset Bases, in Regulatory Reporting Year t and shall be calculated as follows:

$$INT_t = \sum_{All\ RAB_X} \left(\frac{ORAB_X_t + CRAB_X_t}{2} \right) * G * NCOD$$

Where:

$\sum_{AllRAB_X}$ means the summation of the values for all Regulatory Asset Bases;

ORAB_Xt is the value of the opening Regulatory Asset Base for each RAB_X in Regulatory Reporting Year t, calculated in accordance with paragraph 4.4;

CRAB_Xt is the value of the closing Regulatory Asset Base for each RAB_X in Regulatory Reporting Year t, calculated in accordance with paragraph 5.1;

G means notional gearing and has the value of 55%;

NCOD means the notional nominal cost of debt in Regulatory Reporting Year t and has a value equal to the value specified in Annex I of the Final Determination (in accordance with the provisions of Annex H of the Final Determination), as amended from time to time by the Authority in accordance with the provision of Annex I and notified to the Licensee; and

CA_t means, in each Regulatory Reporting Year t, an amount equal to the value of regulatory capital allowances in accordance with guidelines published by HMRC for the purposes of calculating Maximum

Regulated Distribution Revenue in respect of that Regulatory Reporting Year, calculated on a notional basis, under the hypothetical assumption that the regulatory capital allowances are, while considering i and ii immediately below, the capital allowances that would be applicable if:

i. the Licensee's opex in Regulatory Reporting Year t were to be equal to O_t; and,

ii. the Licensee's capex in Regulatory Reporting Year t were to be equal to:

$$\sum_{\text{All RAB_X}} (\mathbf{QCE_X_t} - \mathbf{DIQCE_X_t} + \mathbf{PTCE_X_t} - \mathbf{DIPTCE_X_t} - \mathbf{CD_X_t} + \mathbf{CI_X_t})$$

Where:

$\sum_{AllRAB_X}$ means the summation of the values for all Regulatory Asset Bases;

QCE_Xt means the qualifying capex expenditure amount, calculated in accordance with paragraph 4.17;

DIQCE_Xt means the demonstrably inefficient qualifying capex expenditure amount, calculated in accordance with paragraph 4.19;

PTCE_Xt means the pass through capex expenditure amount, calculated in accordance with paragraph 4.21;

DIPTCE_Xt means the demonstrably inefficient pass through capex expenditure amount, calculated in accordance with paragraph 4.24;

CD_Xt means the capex disposal amount, calculated in accordance with paragraph 4.29; and

CI_Xt means the capex incentive amount, calculated in accordance with paragraph 4.31; and

i. the regulatory capital allowances are the maximum capital allowance available to the Licensee, irrespective of whether or not the Licensee chooses to utilise such allowances in full;

ii. if the Licensee opts to defer capital allowance claims in respect of any capital allowance in any given year, the amount of capital allowance available in any subsequent year excludes any amounts for which claims were so deferred (to avoid double counting any capital allowance);

iii. the regulatory capital allowances should include an appropriate allowance in relation to Deferred Revenue Expenditure which is,

subject to i and ii above and iv and v below, consistent with the Licensee's treatment of such expenditure for the purposes of its tax submissions to HMRC;

iv. the regulatory capital allowances are, subject to i, ii, iii above and v below, calculated in a manner that is consistent with the Licensee's tax submissions to HMRC; and

v. the opening written down values, for each of the tax capital allowance categories specified in the RP7 Model, are those which are calculated by the Authority in accordance with provisions of the RP6 Model, as notified to the Licensee by the Authority.

10. The revenue protection services incentive amount - $RPSI_t$

10.1. In each Regulatory Reporting Year, the revenue protection services incentive amount, $RPSI_t$, shall be calculated as follows:

$RPSI_t = RPSR_t * 50\%$

Where:

$RPSR_t$ means the revenue protection services revenue (being a positive amount or zero (0)), in Regulatory Reporting Year t, being the sums recovered or earned by the Licensee during that Regulatory Reporting Year from the provision of revenue protection services, which shall together include in particular:

i. any money recovered by the Licensee from an electricity consumer in the exercise of the Licensee's powers in relation to illegal abstraction of electricity;
ii. any money recovered by the Licensee from third parties to cover the cost of the network repairs or other repairs associated with illegal abstraction; and
iii. any income generated by the Licensee from the provision of revenue protection services to third parties.

11. The correction factor amount - K_t

11.1. For the purposes of paragraph 3.5, the correction factor amount (K_t) shall be calculated as follows:

a) in Regulatory Reporting Year t = 2026 i.e. regulatory reporting year ending 31 March 2026:

K_t = KRP6

Where:

KRP6 means the closing K factor for RP6 i.e. 31 March 2025 which will be calculated by the Authority in accordance with provisions of the RP6 Model, as notified to the Licensee by the Authority.

b) in Regulatory Reporting Years t = 2027, t = 2028 and t = 2029, t = 2030, t = 2031:

$K_t = (RP7R_{t-1} - ARP7_{t-1}) * (1 + I_t)$

Where:

$RP7R_{t-1}$ means the Maximum Regulated Distribution Revenue, in Regulatory Reporting Year t-1;

$ARP7_{t-1}$ means the actual Regulated Distribution Revenue recovered through Distribution Charges in Regulatory Reporting Year t-1; and

I_t means the Average Specified Rate.

12. Information to be provided to the Authority in connection with the Distribution Charge Restriction Conditions

12.1. **Introduction**

12.2. In addition to, and without prejudice to, the provisions of Condition 8 of the Licence, the Licensee shall, in relation to the Distribution Charge Restriction Conditions, furnish the Authority with Specified Information as set out in this paragraph 12.

12.3. **Specified Information**

12.4. The Licensee shall, subject to other provisions set out in the Licence and in this paragraph 12, provide to the Authority the following Specified Information:

a) forecasts and/or estimates in accordance with paragraph 12.6, with regards to the setting of Distribution Charges;

b) any explanation and/or statement as to whether or not the provisions at paragraph 12.11 are likely to be applicable, with regards to the restriction of Distribution Charges;

c) information to comply with the Authority's Regulatory Instructions and Guidance (RIGs) in accordance with paragraph 12.15;

d) information which provides a reconciliation of the values published in the accounting statements (referred to at Condition 2 of the Licence) for opex and capex with:

   i. the qualifying opex expenditure amount (**QOE_t**) and the pass through opex expenditure amount (**$PTOE_t$**);

   ii. the qualifying capex expenditure amount (**QCE_X_t**) for each RAB_X and the pass through capex expenditure amount (**$PTCE_X_t$**) for each RAB_X; and

   iii. the cost information provided to comply with the Authority's RIGs in accordance with paragraph 12.15.;

e) information regarding pension deficits, in accordance with paragraph 12.19;

f) information on historical revenues, including:

   i. all data used in the calculation of the Licensee's Maximum Regulated Distribution Revenue, in accordance with paragraph 12.22;

   ii. the revenue derived from Excluded Services (showing separately the revenue from each category of excluded service) in accordance with paragraph 13.6;

g) information on network investment projects and volumes, including:

   i. a forecast of the network investment for the RP8 price control period, in accordance with paragraph 12.24; and

   ii. information on pre-funded costs, in accordance with paragraph 12.26;

   iii. Information on outturn RP7 projects and volumes, and planned RP7 projects and volumes in accordance with paragraph 12.29; and

h) information on the Licensee's ESQCR compliance, in accordance with paragraph 12.32;
i) information on tax, in accordance with paragraph 12.34; and
j) the statutory accounts of any Related Party, in accordance with paragraph 12.37.

12.5. Unless otherwise specified in this Annex or the Licence, the Specified Information listed at paragraph 12.4 shall be submitted:

a) for the time period as the Authority may reasonably require and as may be specified in directions issued by the Authority;
b) by a date as the Authority may reasonably require and as may be specified in directions issued by the Authority;
c) in a format as the Authority may reasonably require and as may be specified in directions issued by the Authority; and
d) to the relevant employees of the Authority and to the electricity_networks_responses@uregni.gov.uk mailbox or subsequent equivalent mailbox.

12.6. **Forecasts / estimates with regards to setting Distribution Charges**

12.7. Where any change is intended to be made in Distribution Charges regulated under paragraph 3, the Licensee shall not later than 14 days (or other timescale as notified to the Licensee by the Authority) prior to the time of publication of such change, provide the Authority with:

a) a written forecast of the Maximum Regulated Distribution Revenue, together with its components, in respect of each Regulatory Reporting Year t upon which the intended change would affect;
b) a written estimate of the Maximum Regulated Distribution Revenue, together with its components, in respect of each Regulatory Reporting Year prior to the first Regulatory Reporting Year t upon which the intended change would affect; and
c) a written forecast of the over- or under-recovery in all future Regulatory Tariff Years for which the Licensee forecasts an over- or under- recovery.

12.8. If within 3 months of the commencement of any Regulatory Tariff Year t the Licensee has not made any such change in charges as is referred to in paragraph 12.7, the Licensee shall provide the Authority with:

a) a written forecast of the Maximum Regulated Distribution Revenue, together with its components, in respect of each Regulatory Reporting Year upon which Regulatory Tariff Year t has an effect; and

b) a written forecast of the over- or under-recovery in all future Regulatory Tariff Years for which the Licensee forecasts an over- or under- recovery.

12.9. Any forecast or estimate provided in accordance with paragraph 12.7 or 12.8 shall be accompanied by such information as regards the assumptions underlying the forecast or estimate as may be necessary to enable the Authority to be satisfied that the forecast or estimate has been properly prepared on a consistent basis.

12.10. In addition, any forecast or estimate provided in accordance with paragraph 12.7 or 12.8 shall be published by the Licensee on the Licensee's website.

12.11. **Restriction of Distribution Charges**

12.12. If, in respect of any Regulatory Tariff Year commencing on or after 1 October 2025, the Regulated Distribution Revenue exceeds the Maximum Regulated Distribution Revenue by more than the Permitted One-Year Percentage, the Licensee shall furnish an explanation to the Authority, and in the next following Regulatory Tariff Year, the Licensee shall not effect any increase in Distribution Charges unless it has demonstrated to the reasonable satisfaction of the Authority that the Regulated Distribution Revenue would not be likely to exceed the Maximum Regulated Distribution Revenue in that following Regulatory Tariff Year.

12.13. If, in respect of any three successive Regulatory Tariff Years commencing on or after 1 October 2025, the sum of the amounts by which the Regulated Distribution Revenue has exceeded the Maximum Regulated Distribution Revenue, is more than the Permitted Three-Year Percentage, then in the next following Regulatory Tariff Year the Licensee shall, if required by the Authority, adjust its Distribution Charges such that the Regulated Distribution Revenue would not be likely, in the judgement of the Authority, to exceed the Maximum Regulatory Distribution Revenue in that next following Regulatory Tariff Year.

12.14. Not later than six weeks after the commencement of each Regulatory Tariff Year, the Licensee shall send to the Authority a statement as to:

a) whether or not the provisions of:

i. paragraph 12.12 are likely to be applicable in consequence of the Regulated Distribution Revenue in the preceding Regulatory Tariff Year; and/ or

ii. paragraph 12.13 are likely to be applicable in consequence of the Regulated Distribution Revenue in the preceding 3 Regulatory Tariff Years; and

b) the Licensee's best estimate as to the cumulative over- or under- recovery at the last day of the most recently ended Regulatory Tariff Year.

12.15. **Information to comply with Authority's Regulatory Instructions and Guidance (RIGs)**

12.16. The Licensee shall, furnish the Authority with any information required to comply with the Authority's RIGs, as may change from time to time.

12.17. The Licensee shall ensure that the RIGs information referred to at paragraph 12.16 includes estimations of the Licensee's confidence in that information and is certified by a relevant director.

12.18. The Licensee shall, publish on the Licensee's website, the information supplied in accordance with paragraph 12.16, subject to the minimum redactions considered necessary by the Authority to protect commercially sensitive information.

12.19. **Pension deficits**

12.20. The Licensee shall, furnish the Authority with relevant information regarding any pension deficits, splitting accordingly the historic deficit (assuming a cut-off date of 31 March 2012) and incremental deficit.

12.21. Historical data used in the calculation of the Licensee's Maximum Regulated Distribution Revenue

12.22. The Licensee shall, furnish the Authority with all historical data used to calculate the Maximum Regulated Distribution Revenue as set out in the formulas in this Annex.

12.23. The Licensee shall, for the period from 1 April 2025, publish, on the Licensee's website the data referred to at 12.22.

12.24. **Forecast network investment in the RP8 price control period**

12.25. The Licensee shall, when requested, submit to the Authority the Licensee's estimate of the expected investments, volumes and projects for the RP8 price control period.

12.26. **Information on pre-funded costs**

12.27. The Licensee shall, when requested, submit to the Authority an estimate of the pre- funded costs, being the network investments, volumes and projects required in periods after 31 March 2018 can be attributed to the cancellation, reduction or deferral of any investments, volumes or projects that the Authority assumed as part of the cost assessment underpinning its Final Determination (the planned investments, volumes and projects).

12.28. The Licensee shall submit to the Authority, when requested, to supplement the information referred to at paragraph 12.27, reconciliations of the information referred to at paragraph 12.27 to the planned investments, volumes and projects specified in the Final Determination Paper.

12.29. **Information on the outturn RP7 investments, projects and volumes, and planned RP7 investments, projects and volumes**

12.30. The Licensee shall, on an annual basis, for the RP7 period, submit to the Authority:

a) information on outturn investments, volumes and projects; and
b) information on planned investments, volumes and projects.

12.31. The Licensee shall submit to the Authority, on an annual basis, to supplement the information referred to at paragraph 12.30, reconciliations of the information referred to at paragraph 12.30 to the planned investments, volumes and projects, specified in the Final Determination Paper.

12.32. **Reporting on the Licensee's ESQCR compliance**

12.33. The Licensee shall, report on the Licensee's ESQCR compliance, with additional details on the Licensee's patrolling activity, including a split of low voltage work into low voltage undereaves and low voltage overhead lines.

12.34. **Information on tax**

12.35. The Licensee shall, no later than 27 months after the end of each Regulatory Reporting Year, prepare and submit to the Authority an annual report, in a form to be approved by the Authority, setting out:

a) audited tax reports that enable a full reconciliation between:

i. information submitted to HMRC on the Licensee's tax affairs; and

ii. information used for the calculation of the tax element of the Licensee's Maximum Regulated Distribution Revenue, as calculated at paragraph 9 of this Annex;

b) information submitted to HMRC on the Licensee's tax affairs;

c) information used for the calculation of the tax element of the Licensee's Maximum Regulated Distribution Revenue, as calculated at paragraph 9 of this Annex; and

d) any retrospective adjustments in respect of previous years together with any restatement of 12.35a), 12.35b) and 12.35c).

12.36. The Licensee shall, on an annual basis, publish on the Licensee's website the information supplied under 12.35.a) and, to the extent that it relates to information supplied under 12.35.a), under 12.35.d), subject to the minimum redactions, considered necessary by the Authority, to protect commercially sensitive information.

12.37. **The statutory accounts of any Related Party**

12.38. The Licensee shall, no later than 10 months after the end of each Regulatory Reporting Year, prepare and submit to the Authority the financial statements of any Related Party, for the Regulatory Reporting Year, with whom the Licensee has had a transaction in that Regulatory Reporting Year.

12.39. **Annual Environment Report**

12.40 The Licensee shall furnish the Authority with an Annual Environment Report for the preceding regulatory reporting year to the same timescales as the RIGs information referred to in paragraph 12.16.

12.41 The Licensee shall publish on the Licensee's website, the information supplied in accordance with paragraph 12.40.

13. Excluded Services for purposes of Distribution Business

13.1. There may be treated as Excluded Services provided by the Distribution Business such services in respect of which charges are made which:

a) do not fall within paragraph 13.2; and

b) may (subject to paragraph 13.7) be determined by the Licensee as falling under one of the principles set out in paragraphs 13.3to 13.5.

13.2. No service provided as part of the Distribution Business shall be treated as an excluded service insofar as it relates to the provision of services remunerated under use of system charges in accordance with Condition 32 including (without prejudice to the foregoing):

a) the transport of electricity;

b) the carrying out of works for the installation of electric lines or electrical plant (not otherwise payable in the form of connection charges) for the purpose of maintaining or upgrading the Licensee's distribution system;

c) the carrying out of works or the provision of maintenance or repair or other services for the purpose of enabling the Licensee to comply with Conditions 19, 26 and 27, the Electricity Supply Regulations (Northern Ireland) 1991 as amended by the Electricity Supply (Amendment) Regulations (Northern Ireland) 1993 or any regulations made under Article 32 of the Order or any other enactment relating to safety or standards applicable in respect of the Distribution Business;

d) the provision, installation and maintenance of any meters, switchgear or other electrical plant ancillary to the grant of use of system.

13.3. The whole or an appropriate proportion (as the case may be) of the charges of the type described in paragraph 3 of Condition 32 and borne by any person as connection charges in respect of connections made after the grant of this Licence may be treated as Excluded Services.

13.4. There may be treated as an excluded service charge for the relocation of electric lines or electrical plant and the carrying out of works associated therewith pursuant to a statutory obligation (other than under Article 12(2) of the Order) imposed on the Licensee.

13.5. There may be treated as an excluded service any service of a type not referred to above which:

a) consists in the provision of services for the specific benefit of a third party requesting the same; and

b) is not made available as a normal part of the Distribution Business remunerated by use of system charges, including (without prejudice to the foregoing):

i. special metering (including "time of day" metering) to facilitate energy saving programmes for the benefit of customers requesting the same;

ii. prepayment metering equipment;

iii. charges for moving mains, services or meters forming part of the Licensee's distribution system to accommodate extension, re-design or re-development of any premises on which the same are located or to which they are connected; and

iv. the provision of electric lines and electrical plant (a) insofar as the same are required for the specific purpose of enabling the provision of top-up or standby or (b) to provide a higher degree of security than is required for the purposes of complying with Condition 19.

13.6. The Licensee shall following the end of each Regulatory Reporting Year furnish to the Authority, as being one of the items of Specified Information referred to in paragraph 6.3, details specifying separately the nature of all services provided as part of the Distribution Business and treated as Excluded Services by the Licensee during the course of such year and stating the revenues derived in respect of each such service so treated.

13.7. Where the Authority is satisfied that it is reasonable in all the circumstances that any service treated by the Licensee as being or not being an excluded service should not be so treated, the Authority shall issue directions to that effect. Any such directions may, where a service is directed to be treated as an excluded service, contain such conditions as the Authority shall see fit in relation to the charges which the Licensee may make for such excluded service and the other terms and conditions upon which the Licensee may provide such excluded service. In accordance with the terms of such directions, such service shall cease to be treated as an excluded service with effect from the date of issue of such directions or such earlier date as may be specified in the directions.

14. Allowances in respect of security costs

14.1. At any time during a Fuel Security Event, the Authority may (having regard to its duties under the Energy Order) by means of directions:

a) suspend or modify for the unexpired term of the Fuel Security Event the Distribution Charge Restriction Conditions or any part or parts thereof; or

b) introduce for the unexpired term of the Fuel Security Event new Distribution Charge Restriction Conditions,

in either case, so as to make such provision as in the opinion or estimation of the Authority is requisite or appropriate to enable the Licensee to recover by means of appropriate equitable increases in the charges made in the course of the Distribution Business an amount estimated as being equal to the Licensee's allowed distribution related security costs during such event, and the Licensee shall comply with the terms of any directions so issued.

14.2. Subject to paragraphs 14.3 and 14.5, the Licensee shall in any Regulatory Reporting Year be entitled to recover an aggregate amount equal to the Licensee's allowed distribution related security costs in that year or (insofar as not previously recovered) any previous year, by means of appropriate equitable increases in the charges made by the Licensee in the course of the Distribution Business.

14.3. 14.2 shall not apply insofar as such Licensee's allowed distribution related security costs:

a) were otherwise recovered by the Licensee; or

b) were taken into account by the Authority in setting charge restriction conditions by means of directions issued under paragraph 14.1.

14.4. The Licensee shall following the end of each Regulatory Reporting Year provide to the Authority details in respect of that Regulatory Reporting Year of:

a) the aggregate amounts charged under paragraph 14.2 on account of the Licensee's allowed distribution related security costs; and

b) the bases and calculations underlying the increases in charges made by the Licensee in the course of the Distribution Business under paragraph 14.2.

14.5. Where the Authority is satisfied that the Licensee has recovered amounts in excess of the Licensee's allowed distribution related security costs, the Authority may issue directions requiring the Licensee to take such steps as may be specified to reimburse customers of the Distribution Business for the excess amounts charged to them, and the Licensee shall comply with any directions so issued.

14.6. No amounts charged by the Licensee under this paragraph 14 (whether or not subsequently required to be reimbursed) shall be taken into account for the purpose of applying the distribution charge restriction provisions of paragraph 3.

15. Duration of the charge restriction conditions

15.1. Subject to the following paragraphs of this Annex, the Distribution Charge Restriction Conditions shall apply so long as the Licence continues in force.

15.2. The Distribution Charge Restriction Conditions outlined in paragraph 3.2 do not apply to tariff years from 1 October 2031 onwards. In the absence of modifications to those provisions, the Licensee shall not be able to increase (in nominal terms) any of the tariffs or charges contributing to its Regulated Distribution Revenue above the levels applicable on 1 October 2031.

15.3. **Disapplication**

15.4. The Distribution Charge Restriction Conditions shall cease to have effect (in whole or in part, as the case may be) if the Licensee delivers to the Authority a request (a "Disapplication Request") made in accordance with paragraph 15.6 and:

a) the Authority agrees in writing to the request; or
b) the application of this Annex (or any part of it) is terminated by a notice (a "Disapplication Notice") given by the Licensee in accordance with **15.6.c)** and not withdrawn.

15.5. Save where the Authority agrees otherwise, no disapplication following delivery of a Disapplication Request pursuant to paragraphs 15.4 to 15.10 shall have effect earlier than the date (the "Disapplication Date") which is the later of:

a) the date occurring 18 months after delivery of the Disapplication Request; and
b) 31 March 2031.

15.6. A Disapplication Request pursuant to paragraphs 15.4 to 15.10 shall:

a) be in writing addressed to the Authority;
b) specify this Annex or any part of it to which the request relates (excluding in either case paragraphs 15.4 to 15.10); and
c) state the date from which the Licensee wishes the Authority to agree that the Annex or specified part of it shall cease to have effect.

15.7. A Disapplication Notice pursuant to paragraphs 15.4 to 15.10:

a) may be given in the circumstances described in either paragraph 15.87.7 or 15.9;
b) may be withdrawn at any time prior to the Disapplication Date; and
c) where it is given, shall:

i. be in writing addressed to the Authority;
ii. specify this Annex or any part of it (which shall comprise only such part as was specified in the Disapplication Request) to which the notice relates; and
iii. state the date from which the Licensee wishes the notice to take effect, which shall not be earlier than the Disapplication Date.

15.8. The circumstances described in this paragraph are that, by the beginning of the period of six months which will end with the Disapplication Date, the Authority has not in response to the Disapplication Request published a decision under Article 14(8) of the Order to modify:

a) this Annex (or any part of it) to which the request relates; or
b) paragraphs 15.4 to 15.10, so as to remove the right of the Licensee to give to the Authority a Disapplication Notice in respect of the relevant Disapplication Request.

15.9. The circumstances described in this paragraph are that:

a) by no later than the beginning of the period of six months which will end with the Disapplication Date, the Authority has in response to the Disapplication Request published a decision of a type referred to in paragraph 15.8 above;
b) the Licensee has exercised its right to appeal to the CMA against that decision in accordance with Article 14B of the Order;
c) the CMA has, in respect of the provisions to which the Disapplication Request relates:
   i. quashed the decision of the Authority under Article 14E(2)(a) of the Order; and
   ii. neither remitted the matter back to the Authority under Article 14E(2)(b) of the Order nor substituted its own decision for that of the Authority under Article 14E(2)(c) of the Order; and
d) no more than 30 days has elapsed since the date on which the CMA quashed the decision of the Authority.

15.10. A Disapplication Request or Disapplication Notice served under paragraphs **15.4** to 15.10 may be served in respect of a specified geographic area.

Schedule 1 Authorised Distribution Area

1. The authorised distribution area shall comprise Northern Ireland.

Schedule 2 Terms as to Revocation

1 The Authority may at any time revoke the Licence by not less than 30 days' notice in writing to the Licensee:

(a) if the Licensee agrees in writing with the Authority that the Licence should be revoked;

(b) if any licence fee required to paid under the Licence is unpaid 30 days after it has become due and remains unpaid for a period of 14 days after the Authority has given the Licensee notice that the payment is overdue provided that no such notice shall be given earlier than the sixteenth day after the day on which the amount payable became due;

(c) if the Licensee fails to comply with a final order (within the meaning of Article 42 of the Energy Order) or with a provisional order (within the meaning of Article 42 of the Energy Order) which has been confirmed under Article 42 of the Energy Order and which (in either case) has been made in respect of a contravention or apprehended contravention of a Condition or of a relevant requirement as defined in Article 41(2)(a) of the Energy Order imposed on the Licensee in its capacity as holder of the Licence and (in either case) such failure is not rectified to the satisfaction of the Authority within three months after the Authority has given notice of such failure to the Licensee, provided that no such notice shall be given by the Authority before the expiration of the period within which an application under Article 44 of the Energy Order could be made questioning the validity of the final or provisional order or before the proceedings relating to any such application are finally determined;

(d) if the Licensee fails to comply with an order made by a court under section 34 of the Competition Act 1998; or fails to comply with an order made under section 72, 75, 76, 81, 83, 84, 158, 160 or 161 of, or under paragraph 2, 5, 6, 10 or 11 of schedule 7 to, the Enterprise Act 2002; or any partner, director, member, secretary or manager of the Licensee is found guilty of an offence under section 188 or 201 of the Enterprise Act 2002;

(e) if the Licensee:

(i) is unable to pay its debts (within the meaning of Article 103(1) or (2) of the Insolvency (Northern Ireland) Order 1989, but subject to paragraph 3 of this

within such period as may previously have been approved in writing by the Authority);

(ii) has a receiver (which expression shall include an administrative receiver within the meaning of Article 5(1) of the Insolvency (Northern Ireland) Order 1989) of the whole or any material part of its assets or undertaking appointed;

(iii) has an administration order under Article 21 of the Insolvency (Northern Ireland) Order 1989 made in relation to it;

(iv) passes any resolution for winding-up other than a resolution previously approved in writing by the Authority; or

(v) becomes subject to an order for winding-up by a court of competent jurisdiction;

(f) if the Licensee is convicted of having committed an offence under Article 63 of the Order or under Article 46 of the Gas (Northern Ireland) Order 1996;

(g) if the Licensee fails to pay any financial penalty (within the meaning of Article 45 of the Energy Order) imposed in respect of a contravention or apprehended contravention of a Condition or of a "relevant requirement" as defined in Article 41(2)(a) of the Energy Order by the due date for such payment and such payment is not made to the Authority within three months after the Authority has given notice in writing of such failure to the Licensee, provided that no such notice shall be given by the Authority before the expiration of the period within which an application under Article 49 of the Energy Order could be made questioning the validity or effect of the financial penalty or before the proceedings relating to any such application are finally determined; or

(h) if the Licensee ceases to carry on the Distribution Business other than with the consent of the Authority.

2 For the purposes of paragraph 1(e)(i) of this Schedule, Article 103(1)(a) of the Insolvency (Northern Ireland) Order 1989 shall have effect as if for "£750" there was substituted "£250,000" or such higher figure as the Authority may from time to time determine by notice in writing to the Authority and the Licensee.

3 The Licensee shall not be deemed to be unable to pay its debts for the purposes of paragraph

the expiration of such period as may be stated in any notice given by the Authority under paragraph 1 of this Schedule.

Schedule 3 Plans Of Land Comprising The Land Bank

Consolidation Notes

Modifications included in this consolidated version	Effective date
Implementation of IME3 Directive	28 March 2014
Severe Weather Event ("SWE") definition	04 February 2015
Licence Modification and Appeals Regulations (NI) 2015 ("LMA")	04 August 2015
Energy Efficiency Regulations (NI) 2014, implementing the Energy Efficiency Directive ("EED")	23 November 2015
Update on Condition 44 Provision of switching to extend reporting period to the Authority	1 September 2016
Inclusion of Condition 21 Application of statutory powers	21 September 2016
Inclusion of RP5 licence modifications	14 August 2017
Inclusion of RP6 licence modifications	2 October 2017
Inclusion of Electricity Connections policy review licence modifications	30 November 2017
Inclusion of Condition 39 Code of Practice for the Theft of Electricity	29 January 2019
Modification of pass through capex expenditure - PTCE_Xt - Annex 2 - 4.20	18 January 2020
Inclusion of NIE Networks licence modifications for new IT requirements (Modification of Annex 2 paragraph 1.1 and Annex 2 conditions 4.32 and 6.15).	16 August 2021
Inclusion of RP6 extension licence modifications	24 May 2023

New Licence Condition 37 on the Code of Practice for Consumers in Vulnerable Circumstances replaced previous Condition 37 on Provision of services for persons who are of pensionable age or disabled. Licence modification decision notice published on 30 September 2024 and modifications became effective on 25 November 2024.	25 November 2024
Inclusion of the RP7 licence modifications	1 April 2025
Introduction of Condition 43: Digitalisation	10 June 2025
Modification to Condition 8 Provision of Information to the Authority	18 November 2025
Modification to Annex 2 (Paragraph 4 and 6.7) to facilitate the increased socialisation of electricity distribution network reinforcement costs.	18 May 2026
Modification to Annex 2 to make provision for additional network resilience allowances and limit NIE Networks' exposure to severe weather-related costs. Modification of condition 32(17) non-locational charging Modification to make provision for the deferral of the determination of further IT investment	22 October 2026