



**NOTE: THIS DRAFT TEMPLATE OFFER LETTER IS SUBJECT TO FURTHER REVIEW BY EIRGRID FOLLOWING PUBLIC CONSULTATION AND WILL BE SUBJECT TO APPROVAL BY THE CRU. ANY ACTIONS TAKEN BY A PARTY IN RELIANCE ON THE TERMS SET FORTH IN THIS DRAFT TEMPLATE OFFER LETTER OR ON STATEMENTS MADE IN CONNECTION WITH THE PUBLIC CONSULTATION SHALL BE AT THAT PARTY’S OWN RISK. EIRGRID ACCEPTS NO RESPONSIBILITY, DUTY OR LIABILITY FOR ANY LOSS OR DAMAGE (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL) UNDER THIS DRAFT OR IN CONNECTION WITH THE PUBLIC CONSULTATION.**

**Our ref. [ref. No.]**

Address  
Address  
Address  
Address

[Date]

## **OFFER LETTER**

### **APPLICABLE TO PHASE 1 PROJECTS**

**For Connection of a Facility with a Maximum Export Capacity (MEC) of [XXX]  
MW**

**at [XXX]**

Dear [XXX],

#### **1 General**

- 1.1 EirGrid plc (the “**Company**”) acknowledges receipt of an application (the “**Application**”) by [XXX] (the “**Customer**”) to connect to the Transmission System a [XXX] facility which the Customer is proposing to build at [XXX] and which it is proposed will be known as [XXX] (the “**Facility**”).
- 1.2 This letter (the “**Offer Letter**”), together with the unsigned transmission connection agreement attached to this Offer Letter (the “**Transmission Connection Agreement**”), form the Company’s offer to the Customer for connection of the Facility to the Transmission System (this “**Offer**”).



- 1.3 This Offer Letter, together with the Transmission Connection Agreement, supersedes and takes precedence over all previous written contractual arrangements, discussions or other commitments between the Parties.
- 1.4 The Parties agree that the latest version of the General Conditions of Connection and Transmission Use of System applicable to Phase 1 Projects, as may be amended, modified, updated, replaced or supplemented from time to time and in each case with the approval of the CRU (the “**General Conditions**”), are incorporated into the Transmission Connection Agreement and any references in this Offer Letter to the Transmission Connection Agreement shall be deemed to be to the Transmission Connection Agreement as amended, modified, updated or supplemented by the General Conditions.

2 **Summary of Key Details**

The table below sets out some key details in respect of this Offer:

<i>Customer Name:</i>	[●]
<i>Application Reference:</i>	[●]
<i>Facility Name:</i>	[●]
<i>Transmission Connection Agreement Reference:</i>	[●]
<i>MEC:</i>	[●] MW
<i>Transmission Connection Agreement Effective Date:<sup>1</sup></i>	[●]
<i>Project Type:</i>	[●]

---

<sup>1</sup> For the avoidance of doubt, the Transmission Connection Agreement Effective Date is the date that the Transmission Connection Agreement is executed by both Parties.



### 3 Definitions and Interpretation

- 3.1 In this Offer Letter, unless expressly provided to the contrary, words and expressions shall have the same meanings as are assigned to them in the Transmission Connection Agreement and the General Conditions.
- 3.2 The rules of interpretation set out in the Transmission Connection Agreement and the General Conditions shall be the rules of interpretation in respect of this Offer Letter.
- 3.3 This Offer Letter shall only be applicable in respect of Phase 1 Projects.

### 4 Company Right to Modify Offer

- 4.1 The Company reserves the right to amend, vary or modify this Offer before the Customer accepts this Offer:
  - (a) in connection with changes to applicable laws or regulations, a Market Change or a Change of Law;
  - (b) to reflect additional costs and/or expenses which may arise under this Offer Letter; or
  - (c) in accordance with Clause 6.2 (*Changes to the Offer Letter*) of the Transmission Connection Agreement.
- 4.2 The Company shall provide an updated Offer Letter to the Customer in connection with any such amendment, variation or modification.

### 5 Changes to Offer Letter (Before Acceptance)

- 5.1 This Offer will automatically lapse if an Interacting Offer is accepted prior to the Customer accepting this Offer.
- 5.2 If at any time before the Customer accepts this Offer:
  - (a) one or more Influencing Connections occur; or
  - (b) there is a Breach of Assumption in accordance with Clause 6 (*Offer Letter*) of the Transmission Connection Agreement; or
  - (c) there is a relevant change in CRU policy,

the Company shall, as soon as reasonably practicable prior to the acceptance of this Offer Letter by the Customer, notify the Customer in writing of the relevant event as set out at (a) to (c) above.



- 5.3 With effect from the date of such notification:
- (i) the Customer shall no longer be entitled to accept the Offer which has issued;
  - (ii) the Company shall issue an amended Offer Letter as soon as reasonably practicable, taking into account any changes that have arisen; and
  - (iii) the Company shall, as applicable, make the amended Offer Letter conditional upon the Influencing Connections and/or revised Assumptions.

6 **[Change to Offer Letter (Between Acceptance and Transmission Connection Agreement Effective Date)]**

*Note: To be populated with any changes that have occurred between Offer acceptance and Contract Execution*

7 **How to Accept this Offer**

7.1 To accept this Offer, the Customer must comply with the Conditions Precedent to Offer acceptance by no later than the earlier of:

- (a) *[Insert date six (6) calendar months from the date of this Offer Letter]* or three (3) calendar months after receipt of the Planning Consent; and
- (b) 31 December 2025,

(the “**Offer Acceptance Deadline**”).

7.2 Any extensions to the Offer Acceptance Deadline shall be subject to the prior written consent of the Company (in its sole discretion).

7.3 The Customer shall not be entitled to accept this Offer after the Offer Acceptance Deadline, except where the Company has agreed in writing to such acceptance.

8 **Conditions Precedent to Offer Acceptance**

8.1 The Conditions Precedent to Offer acceptance are as follows:

- (a) the Company has received a copy of the Transmission Connection Agreement, duly executed by the Customer;



- (b) the Company has received a copy of the Interface Undertaking (TAO), duly executed by the Customer;
- (c) the Company has received a copy of the Interface Undertaking (DSO), duly executed by the Customer;
- (d) the Company has received payment of €[●] (exclusive of VAT) and any other charges, or other monies, payable by the Customer on acceptance of the Offer;
- (e) if applicable, the Company has received any Security required to be procured by the Customer on acceptance of the Offer, more particularly set out in this Offer Letter;
- (f) the Company has received a certified copy of the Planning Consent(s); and
- (g) the Company has received a certified copy of the Maritime Area Consent in respect of the Facility and any applicable [Contested Components]; and
- (h) [if applicable, the Company has received a certified copy of confirmation by MARA of a Route to Market (as defined in the Maritime Area Consent)];
- (i) [The conditions precedent set out in [INSERT THIRD PARTY COMPANY NAME] offer letter have been satisfied by [INSERT THIRD PARTY COMPANY NAME];]
- (j) [●]<sup>2</sup>,

(each a “**Condition Precedent to Offer Acceptance**” and together the “**Conditions Precedent to Offer Acceptance**”).

## 9 Basis of Offer

9.1 The Connection Method, the Charges and Security for Connection, the Key Parameters and the Assumptions upon which this Offer Letter is based are either set out or referred to in Paragraph 10 below.

9.2 This Offer Letter (including each component listed above) is based on the information provided by the Customer to the Company in the Application, and the Customer notes and acknowledges that the Company has relied upon such information in preparing this Offer Letter.

---

<sup>2</sup> Appropriate conditions precedent to be selected by the Company, including as may be directed by CRU or other legal / regulatory authority.



9.3 Any inaccuracies or misinformation in respect of information provided to the Company, or the omission of any information, by the Customer, its agents or consultants are to the account of the Customer and the Company shall not be liable for any delays or increased costs and/or expenses arising therefrom.

9.4 If there is an error in the Application or if the Company considers it necessary to clarify any aspect of the Application, the Company may (a) request further information from the Customer, and/or (b) require the Customer to make changes to its Application as may be required by the Transmission Connection Agreement, General Conditions and/or industry codes. The Company reserves its right to amend its Offer accordingly.

**10 Connection Method**

10.1 The Connection Method for the Facility will be [XXX], consisting of [EIRGRID TO INCLUDE BASIC DESCRIPTION OF CONNECTION METHOD (E.G. NEW XXX STATION LOOPING INTO XXX LINE) / SHORT DESCRIPTION OF CONNECTION METHOD] and will require the provision and installation of the following:

(a) Site-Related Connection Equipment:

[EIRGRID TO INSERT DETAILS OF THE SITE-RELATED CONNECTION EQUIPMENT IN RESPECT OF THE FACILITY].

(i) [ ]

(ii) [ ]

(iii) [ ]

(b) Allocated Equipment:

[EIRGRID TO INSERT DETAILS OF THE ALLOCATED EQUIPMENT IN RESPECT OF THE FACILITY]

(i) [ ]

(ii) [ ]

(iii) [ ]

10.2 [Connection Point, LV Interface Point, Metering Point, Operational Boundary]:<sup>3</sup>

- (a) Connection Point:
  - (i) From Energisation: [●]
  - (ii) From Asset Transfer Date (TSO): [●]
- (b) Low Voltage (LV) Interface Point:
  - (i) From Energisation: [●]
  - (ii) From Asset Transfer Date (TSO): [●]
- (c) Metering Point:
  - (i) From Energisation: [●]
  - (ii) From Asset Transfer Date (TSO): [●]
- (d) Operational Boundary:
  - (i) From Energisation: [●]
  - (ii) From Asset Transfer Date (TSO): [●]

## 11 Firm Access

11.1 The Facility will be allocated a Firm Access Quantity to the Transmission System in accordance with, and subject to, the SEM Committee's decision in respect of Firm Access Methodology (SEM-23-004), as such decision may be amended, replaced or clarified from time to time.

11.2 Subject to Paragraph 11.3, the Facility will be allocated a Firm Access Quantity to the Transmission System equal to the MEC, no later than the earlier of (1) [Insert specified firm access date for the Facility] and (2) [1 January] 2030 (the "**Firm Access Date**"), in each case whether or not the

---

<sup>3</sup> Note that 10.2(a) – (d) (inclusive) remains subject to further refinement pending ongoing EirGrid discussions. For the purpose of this template Offer Letter there will be a change in each of 10.2(a) – (d) on the Asset Transfer Date (TSO).



Deep Reinforcement Works in respect of the Facility have been completed as at such date.<sup>4</sup>

11.3 If:

- (a) this Offer has not been accepted by the Offer Acceptance Deadline;
- (b) following acceptance of this Offer, the Transmission Connection Agreement is terminated in accordance with its terms or the Maritime Area Consent granted in respect of the Facility is terminated, revoked or rendered invalid or ineffective,

then the Facility will cease to be entitled to any Firm Access Quantity allocation rights.

11.4 [Any incremental firm access that is available for the Facility shall be as set out in the Statement of Firm Access Quantities For the avoidance of doubt, this relates to firm access for the Transmission System only.]

## 12 Connection Charge

12.1 Based on the Connection Method outlined at Paragraph 10 above, the Connection Charge is €[●].

12.2 The Connection Charge breakdown is as follows:

[EIRGRID TO INSERT BREAKDOWN TABLE. ENSURE THAT ALL REFERENCES TO WORKS ARE CORRECTLY LINKED TO DEFINED TERMS IN THE TRANSMISSION CONNECTION AGREEMENT & GENERAL CONDITIONS. ALL CHARGES ARE TO BE MARKED AS PASS THROUGH OR NOT PASS THROUGH.]

[EIRGRID TO INCLUDE SECTION HERE RE ANY CAPITAL CONTRIBUTIONS FROM THE COMPANY IF APPLICABLE.]

12.3 The following table (the “**Connection Charge Payment Schedule**”) sets out the dates by which the Customer must pay each Stage Payment:

---

<sup>4</sup> Note that this position is applicable for the ORESS 1 projects only.





[EIRGRID TO INSERT TABLE SETTING OUT APPLICABLE STAGE PAYMENTS, STAGE PAYMENT AMOUNTS, AND DUE DATES FOR EACH STAGE PAYMENT]

- 12.4 The Customer notes and acknowledges that:
- (a) the first Stage Payment is non-refundable;
  - (b) the Euro amounts referenced in the Connection Charge Payment Schedule at Paragraph 12.3 above are amounts in current money terms as at [EIRGRID TO INSERT DATE OF TABLE]; and
  - (c) the Connection Charge (and each component of it, of which each Stage Payment forms a part) shall be adjusted throughout the Term in accordance with the indexation provisions set out in the General Conditions.
- 12.5 Please note that if Energisation of the Facility is due to occur prior to the completion of the latest date set out in the Connection Charge Payment Schedule above, the full Connection Charge must be paid by the Customer to the Company before the Facility can be Energised.

#### Pass Through Charges

- 12.6 The Connection Charge includes a cost estimate for certain works that are marked as Pass Through Charges. The Pass Through Charges are reconciled after the Energisation of the Facility.
- 12.7 Further information on the basis of the estimate for certain Pass Through Charges is provided in Appendix 4 (*Assumptions*).
- 12.8 Please note that any difference between the actual and estimated Pass Through Charges (that form part of the Connection Charge) will be payable by the Customer to Company or by the Company to the Customer depending on whether the actual costs are greater or lesser than the estimated Pass Through Charges.
- 12.9 [Please note that per the provisions of CRU's decision on Standard Transmission Charges and Timelines in 2009 (CER/09/077) (Appendix A, Page 40) flexibility payments, easement payments and land damage payments are to be administered via the pass through mechanism. There has been no provision for same in the standard charges approved for overhead lines and underground cables.]

### Project Management

12.10 The quotation made to the Customer by the Company includes a fee of €[XXX] corresponding to [XXX] days consultant man-days for specification and design review, construction review, supervision and commissioning of the Site-Related Connection Equipment to be constructed by the Customer as listed in Appendix 3 (*Customer's Connection Works*).

12.11 Please note that the estimate for consultant man-days required has not been updated. The outturn costs will be notified to the Customer post Energisation of the Site-Related Connection Equipment and any adjustments made accordingly.

## 13 **Security**

This Paragraph 13 sets out details of the security and bonding arrangements in respect of the Facility. Further details of the bonding arrangements are contained in the Transmission Connection Agreement and are deemed incorporated into this Offer Letter.

### 13.1 **Connection Charge Bond**

- (a) The Company requires the Connection Charge Bond in an amount of €[XXX], as security for the payment of the Connection Charge.
- (b) The Customer is obliged to provide the Connection Charge Bond prior to the Consents Issue Date.

### 13.2 **MEC Bond**

- (a) The MEC Bond Amount is €[XXX].
- (b) The Customer is obliged to provide the MEC Bond on the earlier of (a) the Energisation Date and (b) three (3) years following the Consents Issue Date.

## 14 **Other Charges**

### 14.1 **Transmission Use of System Charges**

- (a) Transmission Use of System Charges are invoiced monthly and the Transmission Connection Agreement binds the Customer to pay for Transmission Use of System Charges as applicable to the Company



based on their eligibility under the definition of ‘User’ in the Transmission Connection Agreement.

- (b) For the avoidance of doubt the Customer is a User and the current tariff schedule applicable to the Facility is schedule [●] as amended from time to time.
- (c) Please refer to the Company’s published Statement of Charges for more information.

14.2 [Offshore Generation Transmission Use of System Charges]

- (a) Offshore Generation Transmission Use of System (“OG-TUoS”) Charges invoiced monthly recovers a fixed rate of return that reflects the ATV of successful Phase 1 Project’s over a defined cost recovery period in accordance with CRU decision CRU/2023/09 as may be amended, updated, replaced or supplemented by CRU.

14.3 [Provision of Additional Land (Not Used)]

15 Connection Works Ownership

15.1 Transfer of Ownership to the TAO

- (a) The Company will, on behalf of the TAO, ensure that the Customer transfers the ownership of the following components of the Site-Related Connection Equipment (Contested) to the TAO in accordance with Appendix 1B (*Construction, Commissioning and Connection – TAO Contested*) and Appendix 5 (*Form of Operational Handover Agreement (TAO)*) of the General Conditions:

[EIRGRID TO INSERT CONTESTABLE LINE ITEMS HERE WHICH ARE TO TRANSFER FROM THE CUSTOMER TO THE TAO]

- (b) It is a requirement that the transfer of ownership required under this Paragraph 15.1 is finalised in accordance with the timelines as set out in Appendix 5 (*Form of Operational Handover Agreement (TAO)*) of the General Conditions.

15.2 Transfer of Ownership to the TSO

- (a) The Customer shall transfer the ownership of the following components of the Site-Related Connection Equipment (Contested) to the TSO in accordance with Appendix 1C (*Construction, Commissioning and Connection – TSO Contested*) and Appendix 6 (*Energisation Agreement (TSO)*) of the General Conditions:

[EIRGRID TO INSERT CONTESTABLE LINE ITEMS HERE WHICH ARE TO TRANSFER FROM THE CUSTOMER TO THE TSO]

- (b) It is a requirement that the transfer of ownership required under this Paragraph 15.2 is finalised in accordance with the timelines as set out in Appendix 6 (*Energisation Agreement (TSO)*) of the General Conditions.

## 16 **Applicability of Appendix 1 of the General Conditions of Connection**

16.1 [Appendix 1A (*Construction, Commissioning and Connection – Non-Contestable*) / Appendix 1B (*Construction, Commissioning and Connection – TAO Contested*) / Appendix 1C (*Construction, Commissioning and Connection – TSO Contested*) [TO BE DELETED AS APPLICABLE]] shall apply to this Offer.

## 17 **Assumptions**

17.1 The Assumptions upon which this Offer Letter is based are set out in Appendix 4 (*Assumptions*).

17.2 Any change in the Assumptions could lead to a change in:

- (a) the Charges,
- (b) the cost of Consents,
- (c) the timing of the Connection, and/or
- (d) the Connection Method.

17.3 In the event of such a change in the Assumptions, an amended Offer Letter may be issued to the Customer. The effects of such changes will be to the account of the Customer and will not relieve the Customer of its obligations thereunder.



18 **Miscellaneous**

- 18.1 Any costs and expenses arising under this Offer Letter are governed by the terms of the Transmission Connection Agreement and will become payable by the Customer on receipt of the Company's invoice for the same.
- 18.2 Any extension of the Term of the Transmission Connection Agreement will require a re-evaluation of the Charges as set out at Clause 21.2 (*Extension of Term*) of the General Conditions.
- 18.3 In issuing any amended Offer Letter, the Company will advise the Customer of any shortfall in amounts already paid by the Customer, arising from any increased overall cost of the Charges and the associated Security requirements.
- 18.4 The Customer's obligation to pay on the basis of a Modification to this Offer Letter includes an obligation to top-up the Charges and/or the Security then extant within fourteen (14) Business Days of receipt of a Modification to this Offer Letter.

We look forward to hearing from you.

Yours sincerely,

---

**Michael Mahon**  
**Chief Infrastructure Officer**  
**EirGrid plc.**

## Appendix 1

### Construction, Access and Commissioning Dates and Periods

<b>Scheduled Planning Application Lodgement Period:</b>	[A period of [XX] months from execution of the Transmission Connection Agreement.]
<b>Initial Construction Notification Period:</b>	A period of [XX] months after Scheduled Planning Application Lodgement Period.
<b>Scheduled Consents Issue Date:</b>	A period of [XX] months after the Initial Construction Notification Period.
<b>Consents Issue Date Longstop Date:</b>	To be Confirmed.
<b>Construction Programme Finalisation Period:</b>	A period of [XX] months after Consents Issue Date.
<b>Connection Works Completion Period:</b>	A period of [XX] months after the Construction Program Finalisation Period.
<b>Commissioning Tests Completion Period:</b>	A period for Grid Code tests of not less than [XX] months commencing after Connection Works Completion Period.
<b>Scheduled Operational Date:</b>	[XX] months from execution of the Transmission Connection Agreement.
<b>Scheduled Operational Date Longstop Date:</b>	To be Confirmed.

For the avoidance of doubt the Consents Issue Date Longstop Date and the Scheduled Operational Date Longstop Date as specified above take precedence over the definitions for the Consents Issue Date Longstop Date and Scheduled Operational Date Longstop Date as set out in the General Conditions.



## **Appendix 2**

### **Company's Connection Works**

For the Connection Works the Company will perform the following, being the Company's Connection Works:

[COMPANY'S CONNECTION WORKS TO BE DETAILED]



### **Appendix 3**

#### **Customer's Connection Works**

For the Connection Works the Customer will perform the following, being the Customer's Connection Works:

[CUSTOMER'S CONNECTION WORKS TO BE DETAILED]

All the above are to be provided in accordance with the Company Requirements and the obligations set out in the Transmission Connection Agreement.



## Appendix 4

### Assumptions

[Note: The assumptions included in this Appendix 4 (Assumptions) are non-exhaustive and will apply on a project-by-project basis, as may be determined by the Company in its sole discretion]

#### General Assumptions

- (1) **Basis of Connection Offer:** This Offer Letter is based on the Application and subsequent clarifications deemed complete on the [DATE] as set out in Schedule 5 (*Customer Application Form and Associated Documentation*) of the Transmission Connection Agreement.
- (2) **Transmission Connection Agreement:** This Offer has been provided on the terms set out in the Transmission Connection Agreement including the General Conditions (as at the date of this Offer).
- (3) **Term:** The term of the Transmission Connection Agreement is as set out in Clause 21.1 (*Term*) of the General Conditions.
- (4) **Location of the Facility:** The Facility is located at coordinates [XXX].
- (5) **Naming:** The circuits names referenced in this Offer Letter are correct as of the date of issue of this Offer Letter. The names referenced are subject to change from time to time as new stations and circuits are connected to the Transmission System.
- (6) **Assumed Data:** The Application has been processed using assumed data as identified by the Company. The assumed data and Application on which this Offer Letter is based is set out in Schedule 5 (*Customer Application Form and Associated Documentation*) of the Transmission Connection Agreement.

A full application form including all the technical data currently requested must be submitted by the Customer at least one (1) calendar year prior to first Energisation (the “**Submitted Data**”). This Offer Letter is subject to the results of the completed analysis using this data. If a modification agreement based on the outcome of studies carried out using the Submitted Data is required, it must be accepted prior to first Energisation, otherwise first Energisation may be delayed. All risks associated with any changes required due to the results of analysis carried out using the Submitted Data and any associated financial implications are the Customer’s responsibility. The Facility cannot connect to

the Transmission System until any issues identified by the analysis of the Submitted Data, including payment of the appropriate charges, have been resolved.

- (7) **Connection Point:** [It is assumed that the Connection Point will be as set out in Clause 10.2(a)]
- (8) **LV Interface Point:** [It is assumed that the Interface Point will be as set out in Clause 10.2(b)]
- (9) **Metering Point:** [It is assumed that the Metering Point will be as set out in Clause 10.2(c)]
- (10) **Operational Boundary:** [It is assumed that the Operational Boundary will be as set out in Clause 10.2(d)]

#### **Other Connections**

- (11) **Interacting Applications:** It is in the nature of a national electricity system that a number of applications will be in progress simultaneously which may be in some way competing with or will affect in some way other applications. If an offer is accepted then work that the Company may be undertaking for another applicant or an issued connection offer which has not yet been accepted by the applicant may no longer be valid or appropriate. The Company will advise all affected interacting applicants of an acceptance of a connection offer which affects or invalidates a connection offer made but as yet unaccepted or a connection application being processed as soon as reasonably practicable after the Offer acceptance by the first party. The Company can only base connection offers on the committed connections. A connection offer must allow for the rights of third parties to proceed to a committed connection, which may occur in advance of the connection offer being accepted by the original connection applicant if they delay in their acceptance for whatever reason, the first interacting or conflicting applicant to accept an offer will be the one given priority.
- (12) **Influencing Connections:** This Offer may be one of a number of offers that have been issued to applicants for connections to the Transmission System. The Charges, Connection Method and connection dates and periods specified in this Offer Letter may be based on a number of Influencing Connections. The Influencing Connections accept their respective connection offers and proceed with the design, construction, completion and commissioning of their projects in accordance with the terms of their respective connection agreements.



If any of the Influencing Connections do not proceed in accordance with the timeframes as set out in their contracts, then the Connection Method, the timing of the connection and/or Charges may be amended to reflect the changed circumstances and the provisions of Clause 6 (*Offer Letter*) of the Transmission Connection Agreement will apply. The Company shall not be liable to the Customer nor any third party for losses or costs of any kind arising from or in connection with an Influencing Connection occurring, including but not limited to: a delay in issuing a revised Offer Letter; a delay in proceeding with any Connection Works in the Transmission Connection Agreement; any changes to the Connection Method; and/or any resulting changes to the Charges which the Company, acting reasonably, deems necessary.

[The Influencing Connections for the Facility are:

[EIRGRID TO INSERT TABLE]]

[For the avoidance of doubt any increased Charges resulting from any of the Influencing Connections not proceeding will be processed in accordance with CRU approved policy (the “**Subgroup Progression Direction**”). For the avoidance of doubt the Influencing Connections are considered to be a “Subgroup” as set out in the Subgroup Progression Direction. The Influencing Connections may be updated by the Company from time to time.]

[At the time of issue of this Offer Letter, no Influencing Connection exists.]

### **Compliance with Laws and Codes**

- (13) **Construction Safety:** The Customer’s Connection Works will be undertaken in accordance with the Safety Rules and any other applicable health, safety and environmental requirements and standards.
- (14) **Dynamic modelling clause:** The Customer is required to provide a Grid Code compliant dynamic model at least 240 Business Days (1 year) prior to the expected date of Connection. This Offer is subject to the results of the completed dynamic analysis.

When the assessment of the dynamic implications of the Connection is to be carried out the validity of the models will be reassessed and the Customer may be required by the Company to submit a more up to date model. The dynamic model provided should represent the Plant type specified in the Customer’s Application, or subsequent amended application deemed acceptable by the



Company. The requirements of these models are outlined in the Planning Code Appendix of the Grid Code.

All risks associated with any changes and any associated financial implications following the completion of the required dynamic simulation studies by the Company, with the ‘compliant’ dynamic model and any appropriate remedies required to enable the Facility to remain dynamically stable implemented, are the Customer’s responsibility. For the avoidance of doubt, the Company shall not Energise the Facility until the required dynamic simulation studies have been completed by the Company and the appropriate remedies required to address any stability issues arising from the Connection have been implemented.

**Construction and Commissioning**

- (15) **Customer Costs:** The Customer bears all the costs for the work performed by, or on behalf of, the Customer.
- (16) **Delivery Dates:** The delivery dates of all items of plant and materials will be within current standard industry delivery periods.
- (17) **Weather Conditions:** No adverse environmental and/or weather conditions will be encountered during the construction programme.
- (18) **Changes in Construction, Access and Commissioning Dates and Periods:** The dates and periods in Appendix 1 (*Construction, Access and Commissioning Dates and Periods*) remain as set out.
- (19) **Contestability:**

Shared Assets for [XXX] Subgroup	Status
Contestable Assets:	
Non-Contestable Assets:	
<b>Dedicated Assets for the Facility</b>	



Contestable Assets:	
<b>Dedicated Assets for the Facility</b>	
Non-Contestable Assets:	

**Connection Assumptions**

- (20) **Connection Method:** The Connection Method is as detailed in Paragraph 10 above.
- (21) **Consents:** The Connection Charge includes the cost and expenses that the Company estimates, acting reasonably and taking due account of the social, economic and business environment in which it operates, is involved in making one non-contentious Consent application for each Consent, as identified in Appendix 2 (*Company’s Connection Works*), that the Company, acting in accordance with Prudent Electricity Utility Practice, deems necessary in relation to the Company’s Connection Works.

The Connection Charge estimate does not provide for the costs and expenses which may arise if such a Consent application is contentious. The additional costs and expenses which may arise in such circumstances include costs and expenses associated with, but not limited to:

- (a) preparing an environmental impact statement if required;
- (b) complying with any decision(s) (including any conditions attached to such decision(s)) made by relevant Competent Authority(s) in their consideration of the application for the Consent in question;
- (c) written submissions or attendance and provision of data for oral hearings or other meetings with a Competent Authority where Consent applications are contested and costs and expenses arising therefrom or from the decision(s) themselves (including any conditions attached to such decision(s));
- (d) planning, environmental or other conditions which are associated with the Company seeking and/or obtaining Consents;
- (e) any re-design or re-application for Consents to which above points then apply; and



- (f) the costs of seeking, obtaining and paying for wayleaves, easements or other interests in land, including over the Customer's own site.

Any other additional costs and/or expenses involved in obtaining Consents, howsoever arising are to the account of the Customer.

The Customer needs to take into account the time required by the Company to obtain the consents necessary for the Deep Reinforcement Equipment even though no charges are levied to the Customer in relation to the costs of obtaining these Consents.

- (22) **Line or Cable Route, Ground Conditions, Maritime Conditions:** Reasonable line or cable routes, ground conditions and maritime conditions and no unreasonable restrictions placed on the Company for working hours or other restrictions by third parties. For the avoidance of doubt, reasonable ground conditions should be interpreted as meaning ground conditions that do not require explosives or specialised equipment for their removal, stabilisation or draining and do not involve the re-routing of other services.
- (23) **Grid Code Tests & Commissioning/Testing of the Facility-NCC Signals:** The Customer shall be responsible for all costs and/or expenses for any additional man-days required for Grid Code Tests or Signal Testing over and above those allotted and the Connection Charge shall be adjusted accordingly.
- (24) **Circuit Route:** The length of circuit assumed above was determined by map reading based on the Company's estimated shortest practical route from the assumed location of the new [XXX] kV Station to the [XXX] kV Station. However, no site survey(s) or site investigations to determine the exact route and route length for the connecting transmission line and/or cable and the ground conditions of this route have been carried out. Accordingly, this length may be subject to revision following a line or cable survey and any variation in the exact location or orientation of the XX Station. Any changes in the length of line and or cable for the [INSERT CONNECTION METHOD] will affect the Charges and Security. Any changes in the length of line and or cable for the Connection Method could also affect the Operational Date. The type of terrain and site conditions could also affect the Charges.
- (25) **Route Lengths:** This Offer is based on a total circuit length of [XX] km. The [XX] km route is based on desktop studies and a more detailed route selection process will be carried out by the Customer in consultation with the Company following execution of the Transmission Connection Agreement.



- (26) **Alterations to the Transmission System:** No alterations to the Transmission System will be necessary for this connection, other than those detailed in this Offer Letter.
- (27) **Connection Works Planning Permission:** The Customer obtains all necessary Consents for the [XX] kV Transmission Station Compound at [XXX].
- (28) **Company's Connection Works:** The Company's Connection Works are as detailed in Appendix 2 (*Company's Connection Works*).
- (29) **Customer's Connection Works:** The Customer's Connection Works are as detailed in Appendix 3 (*Customer's Connection Works*).
- (30) **Access and space requirements:** The Customer will provide adequate access from the nearest paved County Council road to the new [XXX XXX] kV Station.
- (31) **Space Requirements:** There is sufficient space available in Transmission Stations to carry out the Site-Related Connection Equipment works, and space is available to expand earth grids where required.
- (32) **Underground cables:** Prior to the Customer commencing any works on the Facility's internal network, the proposed layout of the internal network including all routes must be submitted to the Company by the Customer. The Company shall confirm whether the Facility's internal network has the potential to conflict with the existing or planned Transmission System. If there is a conflict the cost of resolving it shall be to the Customer's account.
- (33) **Construction Outage Requirements:** The Customer should be aware, and is hereby informed, that outages of the Transmission System and Generation Units in accordance with the programme of outages of elements of the Transmission System and Generation Units as prepared by the Company ("**Company's Outage Schedule**") will be required to connect the Facility to the Transmission System. The transmission outage season runs from the end of March to the end of October. Outages in excess of one weekday or one full weekend will not be given outside the transmission outage season. There may be existing parties connected or contracted to connect, or may be connected at a future date, at the [XXX] Station which may influence the outage availability for the connection of the Facility. Furthermore, there is a limit on the number of outages that can be accommodated by the Company in any given outage season and, given that there is an expected increase in the number of outages that the Company will be required to provide over the coming years, the Customer is hereby made aware that there may be insufficient outages available in a given outage season to allow all Connection



Works to be completed in a given outage season. The Company's ability to accommodate outages can vary by location, timing, connection type and prevailing system conditions at the time. The Customer's Construction Programme shall be as accurate as possible in order to meet the Company's planned Commissioning and outage windows and to ensure the planned Energisation Date is met. Failure by the Customer to meet the Company's planned commissioning and outage windows may result in postponement of these works thereby resulting in the Connection of the Facility being pushed out to a subsequent outage season. In any event the Customer is hereby made aware that the Company's scheduled commissioning and outage windows to connect new customer stations to the Transmission System can be impacted by prevailing system conditions, forced outages and/or delays to other conflicting transmission outages and, as such, the Company cannot guarantee that it will be able to provide the Customer with an outage on a scheduled date in order to meet the Scheduled Operational Date.

The Connection Works Completion Period and associated Scheduled Operational Dates have increased in time based on the Company's recent experience due to global events. The Company will endeavour to improve the timelines set out in Appendix 1 (*Construction, Access and Commissioning Dates and Periods*) of this Offer Letter where possible but, due to constrained outage availability, this cannot be guaranteed to align with the Customer's project specific programme(s) of construction works.

The Company shall have no liability to the Customer for any loss damage, cost, claim, demand, suit, liability, fine, penalty or expense incurred by the Customer arising from the Company's inability to provide an outage to the Customer in a given outage season for the reasons outlined above.

## **Assumptions relating to Basis of Connection**

### **Engineering Assumptions**

- (34) **[Station Layout:** It is assumed that the [XXX XXX] kV Station shall be laid out so that it is capable of being expanded to [XXX] in the future.]
- (35) **Clearances:** The Customer will consult with the Company if any of the Facility's equipment will be close to the centreline of any existing or planned Transmission System circuits. Technical guidance on clearances is available on the Company's website including drawings illustrating the required clearances. If there are any transmission angle masts on the site of the Facility, the Customer will also consult





with the Company to agree upon space provision for stringing areas/maintenance around the angle mast.

- (36) **[Shieldwire Requirements:** Shieldwire on the [XXX XXX] kV Line (the “**Shieldwire Works**”) is required as part of the Site-Related Connection Equipment. It is assumed that the Shieldwire Works can be completed prior to Energisation of the Facility. If it is not feasible to install part or all of the required Shieldwire Works prior to the Energisation of the Facility, the Company shall allow the Facility to be Energised however this shall be considered a temporary Connection until the Shieldwire Works are fully complete or the Company has confirmed that the Shieldwire Works are no longer considered to be Site-Related Connection Equipment.]
- (37) **Cable Use and Harmonics:** It is assumed that the [XXX] circuits will be constructed using overhead line. The use of underground cabling can have impacts on the Transmission System, for example amplification of background harmonic distortion, that would require specific works to resolve. If additional works, for example filter banks, are required by the Company, this may increase the scope and cost of assets for a particular connection. Notwithstanding the other clauses in the Transmission Connection Agreement whereby the Connection Method may be amended, the Customer should be aware that if there is a material change to the underground cabling assumptions, there could be a material change to the Connection Method, lead times and Charges for the Facility.

Further detailed power quality studies need to be carried out prior to Energisation as, in addition to harmonics driven network reinforcements, a limit on the harmonic distortions caused by the Facility may be required in which case the Customer would have to comply with said limits. Harmonics limits may be provided to the Customer by the Company at least eighteen (18) months prior to the expected Energisation or a date closer to Energisation as agreed between the Customer and the Company.

### **Assumptions relating to Operating Procedures**

- (38) **Installed Plant:** The Installed Plant (as defined in the Grid Code) is [XXX] MW. In cases where the installed capacities of generation units are greater than the MEC of the Facility, the Facility shall ensure its output is limited to the contracted MEC. Where the Customer has an installed capacity greater than MEC this must be agreed to by the Company or the Facility shall not be Energised.
- (39) **Power Output Control Mechanism:** Prior to the export of electrical energy to the Transmission System from the Facility, the Customer shall put in place an



appropriate power output control mechanism, in accordance with Grid Code clause PPM1.5.2. that will allow output from the Facility to be controlled by the Company. Such a control mechanism shall be designed and operated in accordance with the requirements of the Company.

- (40) **Maintenance Outages:** The Facility may be subject to annual disconnection for periods while maintenance is carried out on elements of the Transmission System that form part of the Site-Related Connection Equipment or Allocated Equipment.
- (41) **[Special Protection Schemes:** The Customer acknowledges and accepts that the Company reserves the right to install a special protection scheme throughout the Term of the Transmission Connection Agreement to De-Energise or rapidly control the output of the Facility by issuing a MW set-point or command from the Company's National Control Centre. The Customer shall ensure that the Facility is capable of accepting and acting on such commands in accordance with requirements from the Company. Any costs to incorporate the special protection scheme within the Facility shall be to the Customer's account.]
- (42) **[House Load:** At times when the Facility is De-Energised, the Customer shall supply house load for the Facility.]
- (43) **Blackstart and Blue Alert Stations:** The Company reserves the right to switch out blue alert stations, and any associated generators connected to these stations, for the purpose of the Company's power system restoration testing. The assignment of transmission stations as blue alert stations may change from time to time. The [XXX XXX] kV Station [*is/is not*] currently a blue alert station.

#### **Asset Transfer**

- (44) **Land rights:** The [XXX XXX] kV Station site and appropriate access rights and wayleaves and easements (if applicable) shall be transferred from the Customer to either the TAO or the Company (as applicable) in accordance with Appendix 7 and Appendix 8 of the General Conditions, as applicable.