

Dated                  day of                  20          



**TRANSMISSION USE OF SYSTEM AGREEMENT**

**DISTRIBUTION CONNECTED GENERATOR OR AUTOPRODUCER  
(GENERATION USER / AUTOPRODUCER USER) VERSION**

**EirGrid plc.**

and

[            ]

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THIS AGREEMENT is made the [ ] day of [ ] 20[ ]

BETWEEN:

- (1) **EirGrid plc**, a statutory corporation registered at The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4 (hereinafter called the “Company”); and
- (2) [**Name of company**] whose registered offices are at [company registered address] and whose company registration number is [company registration number] (hereinafter called the “User”);

and each of the parties hereto being a “Party” and the term “Parties” shall be construed accordingly.

WHEREAS:

- (A) The User has applied to the Company for use of the Transmission System as a person licensed to generate electricity under section 14 (1) of the Electricity Regulation Act, 1999.
- (B) In accordance with section 34 of the Act, 1999 the Company is required, subject to certain exceptions, to enter into an agreement for use of the Transmission System with any person applying to use the Transmission System.
- (C) This Agreement sets out the terms and conditions upon which the Company and the User have agreed in relation to the use by the User of the Transmission System.
- (D) This Agreement relates to the generation of electricity by the User connected to the Distribution System, the connection of the User being made and maintained pursuant to a Distribution Connection Agreement.

IT IS HEREBY AGREED as follows:

## **1 DEFINITIONS AND INTERPRETATIONS**

- 1.1 The Parties agree that the latest version of the General Conditions of Connection and Transmission Use of System as amended from time to time is incorporated into this Transmission Use of System Agreement hereinafter referred to as the “General Conditions”.
- 1.2 In the event of inconsistency between the provisions of this Transmission Use of System Agreement and industry codes or inconsistencies within the Transmission Use of System Agreement itself the following order of precedence shall prevail:
  - a) The Grid Code;
  - b) The Distribution Code;
  - c) This Transmission Use of System Agreement including the General Conditions;
  - d) The Trading and Settlement Code and the Metering Code.
- 1.3 In this Transmission Use of System Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions unless expressly provided to the contrary elsewhere, as appropriate, and for the avoidance of doubt shall be interpreted in accordance with Clause 2 of the General Conditions.

## **2 CONDITIONS PRECEDENT**

### **2.1 Conditions Precedent to a Valid and Enforceable Agreement**

- 2.1.1 This Agreement is conditional upon the following conditions precedent being fulfilled (or waived by the Company, acting reasonably):
  - 2.1.1.1 the User holding a Generation Licence issued by the CER;
  - 2.1.1.2 the User being a party to the Trading and Settlement Code;
  - 2.1.1.3 where the User does not hold an Approved Credit Rating, provision by the User of any Security Cover as required by the Company in accordance with General Conditions Clause 28; and
- 2.1.2 Subject as otherwise provided in this Agreement, if any of the conditions precedent set out in Clause 2.1.1 has not been fulfilled (or waived by the Company, acting reasonably) then the Parties acknowledge and agree that this Agreement shall not be valid and enforceable until such time as all of the above conditions precedent have been fulfilled (or waived by the Company, acting reasonably).

## **2.2 Conditions Precedent to Transmission Use of System**

- 2.2.1 The provisions of Clauses 26.1, 27 and 14 of the General Conditions are conditional and subject as further provided in this Agreement, upon each of the conditions precedent set out in Clause 26.5 of the General Conditions being fulfilled (or waived by the Company, acting reasonably).
- 2.2.2 Where the conditions in Clause 2.1 and 2.2 have been met the User shall notify the Company in writing. The Company shall notify the User in writing of any conditions in Clause 2.1 and 2.2 that have been waived.
- 2.2.3 Once the conditions in Clause 2.1 and 2.2 have been fulfilled (in whole or in part), the User shall keep such conditions fulfilled throughout the Term.

## **3 TERM AND TERMINATION**

The term and termination provisions as set out in the General Conditions in respect of Transmission Use of System Agreements shall apply to this Transmission Use of System Agreement.

## **4 AGREEMENT TO USE**

### **4.1 Agreement to Use**

The Company agrees to the User being provided with use of the Transmission System at Network Connection Points for the purpose of transporting electricity from Network Connection Points through the Transmission System for trade in accordance with the Trading and Settlement Code from the date of this Agreement for the duration of the Term on the terms and conditions set out in this Agreement subject to transmission constraints from time to time.

### **4.2 Company's Obligation to Maintain and Operate**

The Company shall maintain and operate the Transmission System in accordance with the Grid Code and otherwise to a standard equal to Prudent Electricity Utility Practice.

### **4.3 Continuity of Transmission Use of System**

#### **4.3.1 No liability for loss of continuity**

The Company shall to the best of its ability maintain continuous Transmission Use of System and if by reason of any cause whatsoever the Company shall fail to do so the Company shall restore Transmission Use of System with all reasonable speed but the Company shall not be under any liability whatsoever for loss or damage arising from such failure to maintain Transmission Use of System.

#### 4.3.2 Failure of continuity

If there is a failure in the continuity of Transmission Use of System to one or more Network Connection Points, the Company shall endeavour as soon as practicable to notify the User of the reason for the breakdown and of the estimated time for restoration of Transmission Use of System and shall endeavour to keep the User informed about the progress of the work of restoring Transmission Use of System but the Company shall not be liable if due to circumstances beyond its reasonable control it is unable to do so.

## **5 AGREEMENT TO PAY CHARGES**

### **5.1 Agreement to pay Charges**

The User agrees to pay the Generation Transmission Use of System Charges under the appropriate Tariff Schedule as set out in the Statement of Charges.

### **5.2 Charges related to Use of System**

The applicability of Transmission Use of System Charges shall be in accordance with the Tariff Schedules as set out in the Statement of Charges.

For the avoidance of doubt the requirement to pay Transmission Use of System Charges under this Agreement relates only to Generation Transmission Use of System Charges under the appropriate Tariff Schedule as set out in the Statement of Charges.

## **6 SECURITY COVER**

The User is exempt from the Security Cover provisions as outlined in Clause 28 of the General Conditions.

**IN WITNESS WHEREOF** the Company and the User have caused this Transmission Use of System Agreement to be executed on date above first herein written.

**Signed for and on behalf of:-**

\_\_\_\_\_  
**EIRGRID PLC.**

**Print Company Signatory Name in Block Capitals:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

\_\_\_\_\_  
**[USER DETAILS]**

**Print User Signatory Name in Block Capitals:** \_\_\_\_\_

**Witness:** \_\_\_\_\_

**SCHEDULE 1**

**Addresses**

**COMPANY:**

Address: EirGrid plc.  
The Oval  
160 Shelbourne Road  
Ballsbridge  
Dublin 4  
Republic of Ireland

For the attention of: Company Secretary  
EirGrid plc.

with copies to Financial Controller and Connection Contracts &  
Tariffs Manager, EirGrid plc.

Facsimile Number: + 353 1 661 5375

**USER:**

Address:

For the attention of:

Email Address:

Telephone Number:

Facsimile Number:

**FACILITY:**

Name:

Address:



**SCHEDULE 2**  
**Billing Information**

**USER:**

Address:

For the attention of:

Email Address:

Telephone Number:

Facsimile Number: