

Electricity Act 1989

Section 11A

MODIFICATION UNDER SECTION 11A OF THE STANDARD CONDITIONS OF ELECTRICITY SUPPLY LICENCES.

Whereas –

1. Each of the companies to whom this document is addressed (a "Licence Holder") has been granted a licence ("a Licence") under section 6 (1)(c) of the Electricity Act 1989 ("the Act") to supply electricity to premises subject to the conditions contained in its Licence.
2. In accordance with section 11A(3) and (4) of the Act the Gas and Electricity Markets Authority ("the Authority") gave notice on 13 January 2006 ("the Notice") that it proposed to insert condition 9A of the Licence and by requiring any objections or representations to the modification to be made on or before 13 February 2006.
3. In accordance with section 49A of the Act, the reasons for making the licence modifications are those stated in the Notice.
4. In accordance with section 11A(4)(b) of the Act, the Authority gave such notice of its intention to make the modifications to the Secretary of State and has not received a direction not to make the modification.
5. Prior to the close of the consultation period in respect of the Notice, the Authority received no responses which constituted a formal objection. All non-confidential responses have been placed in the Ofgem library and on the Ofgem website.
6. The Authority has carefully considered in relation to the proposed modification all representations received.

Now therefore

In accordance with the powers contained in section 11A of the Act, the Authority hereby modifies the standard licence conditions for all electricity supply licences in the manner specified in attached Schedule 1 with effect on and from 05 April 2006.

**The Official Seal of the Gas and Electricity Markets Authority
here affixed is authenticated by the signature of**



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Nick Simpson

Director, Industry Codes and Licensing

Duly Authorised on behalf of the Authority



05 April 2006

Schedule 1

Condition 9A. Compliance with the DCUSA

1. With effect from the due date, the licensee shall be a party to the DCUSA Accession Agreement and shall comply with the provisions of the DCUSA.
2. Without prejudice to any accrued rights, liabilities, or obligations subsisting under any agreement for use of system to which the licensee is a party immediately before the due date, each such agreement shall cease to have effect from that date.
3. The licensee shall take all reasonable steps consistent with the procedures applicable under or in relation to the industry documents to which it is a party (or in relation to which it holds a right of amendment) to secure and implement, and shall not take any steps to prevent or unduly delay, such changes to those documents as are appropriate in order to give full and timely effect to or in consequence of any amendment which has been made to the DCUSA in accordance with the provisions thereof.
4. For the avoidance of doubt, paragraph 3 is without prejudice to any rights of approval, veto or direction in respect of proposed changes to the industry documents which the Authority may have.
5. In this condition:

“DCUSA”	means the Distribution Connection and Use of System Agreement required to be in place pursuant to standard condition 9B of the distribution licence (“the said condition”).
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“DCUSA Accession Agreement”	means the agreement of that title, required to be in place pursuant to the said condition, by
binding	which the DCUSA is made contractually between parties to that agreement.

"due date"	means the date on which a direction is given by the Authority pursuant to paragraph 2 of the said condition.
"industry documents"	means any of the documents specified as such in the said condition