

Section D User Applications and RoI TSO Applications

1 Introduction

- 1.1 This Section D deals with arrangements between SONI and NIE in relation to **Construction Projects** and the disconnection of **Users** connected to the **Transmission System**. This Section D sets out:
- 1.1.1 the process by which SONI and NIE enter into a bilateral **Construction Agreement** for the construction of a **New Connection**, a **Modification** or a **System Construction**;
 - 1.1.2 **Communications Plant** requirements at **Connection Sites**; and
 - 1.1.3 provision for the permanent disconnection of **User Equipment** connected to the **Transmission System**.

2 Construction Applications

- 2.1 In this Section of the TIA:
- 2.1.1 "**Construction Project**" refers (as appropriate) to a **New Connection**, a **Modification** or a **System Construction**, whether required as a consequence of a development on the **Transmission System** or the **Distribution System**; and
 - 2.1.2 "**Construction Application**" refers to an application submitted by SONI to NIE in relation to a **Construction Project**, and which is (as appropriate) an:
 - 2.1.2.1 application for a **New Connection**;
 - 2.1.2.2 application for a **Modification**; or
 - 2.1.2.3 an application for a **System Construction**.
- 2.2 If SONI considers it may be necessary for a **Construction Project** to be undertaken, it shall submit:
- 2.2.1 a notification of receipt of a **User Application** or an **RoI TSO Application** to NIE as soon as reasonably practicable but in any event within three **Business Days** of the **User Application Date** or the **RoI TSO Application Date**, providing information on location, the required export or import capacity and the requested connection date; and
 - 2.2.2 a **Construction Application** to NIE as soon as reasonably practicable, but, unless otherwise agreed with NIE pursuant to paragraph 5 of this Section D, in any event within twenty-five **Business Days** of the **User Application Date** or an **RoI TSO Application Date**.

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2.3 For the purposes of this Section D, a **Construction Application** shall be deemed to be effective if it is complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 2.

2.4 If NIE reasonably considers that a **Construction Application** is not effective it shall, as soon as reasonably practicable ~~but~~ in any event within five **Business Days** of receipt of the **Construction Application**, notify SONI of:

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2.4.1 the detailed reasons why it considers the **Construction Application** is incomplete or unclear in a material respect; and

2.4.2 the amendments (including clarifications, additional information, data or other material) it considers are required to make the **Construction Application** effective,

and shall otherwise use its best endeavours to liaise with and assist SONI (and, where reasonably requested by SONI, any relevant third parties) so that the **Construction Application** is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a **Construction Application** may be referred as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.

2.5 NIE shall charge SONI and SONI shall pay **Engineering Charges** in relation to a **Construction Application** in accordance with Section N.

2.6 SONI shall immediately notify NIE of:

2.6.1 any change in the SONI **Construction Application** or associated information provided to NIE; or

2.6.2 the withdrawal of the relevant **User Application, or, RoI TSO Application**, in which case such notice shall also constitute notice of withdrawal by SONI of any relevant **Construction Application**.

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3 **Construction Offers**

3.1 On receipt of a **Construction Application** NIE shall notify SONI whether or not it intends to submit a **Construction Offer** in respect of the relevant **Construction Project** including, without limitation, where NIE is not submitting a **Construction Offer** because it is not obliged to do so under Condition 20 of its **Transmission Licence**. NIE shall give such notice as soon as reasonably practicable but, in any event, on or before ten **Business Days** after the **Construction Application Date**.

3.2 SONI may refer as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1, any notice it receives under sub-paragraph 4.1 that NIE does not intend to submit a **Construction Offer** in relation to a **Construction Project**.

3.3 Where NIE receives an effective **Construction Application** under sub-paragraph 2.2 above NIE shall, unless otherwise agreed with SONI [pursuant to paragraph 5](#)

of this Section D or determined or directed by the Authority, submit a **Construction Offer** to SONI as soon as reasonably practicable but, in any event, on or before three months less ten Business Days after the **User Application Date or the RoI TSO Application Date**,

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3.4 For the purposes of this Section D, a **Construction Offer** shall be deemed to be effective if it is complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 3.

3.5 If SONI reasonably considers that a **Construction Offer** is not effective it shall, as soon as reasonably practicable but in any event within five Business Days of receipt of the **Construction Offer**, notify NIE of:

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3.5.1 the detailed reasons why it considers the **Construction Offer** is incomplete or unclear in a material respect; and

3.5.2 the amendments (including clarifications, additional information, data or other material) it considers are required to make the **Construction Offer** effective,

and shall otherwise use its best endeavours to liaise with and assist NIE so that the **Construction Offer** is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a **Construction Offer** may be referred as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.

4 Acceptance of Construction Offers by SONI

4.1 A **Construction Offer** shall remain open for acceptance from the date on which it is submitted to SONI pursuant to paragraph 4 to a date not less than six months from the **Construction Application Date** unless an application is made to the **Authority** under Condition 26 of SONI's **Transmission Licence** in which event, such period shall remain open for acceptance until the date 17 days after any determination by or other direction from the **Authority** pursuant to such application.

4.2 A **Party** may refer any dispute in connection with a **Construction Offer** as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.

4.3 If SONI wishes to accept a **Construction Offer**, it shall do so by promptly notifying NIE in the form specified in such **Construction Offer** and by providing NIE with an executed copy of the relevant **Construction Agreement**. Following notification of such acceptance, NIE shall construct the relevant parts of the **Construction Project** in accordance with this Code and the executed **Construction Agreement**.

5 General Provisions Concerning the Development of **Construction Applications and Construction Offers**

5.1 SONI and NIE shall, in respect of each **Construction Project**:

5.1.1 agree a timetable, subject to and in accordance with the dates set out in paragraphs 2, 3 and 4 of this Section D, for the development of Construction Applications and Construction Offers and covering any other relevant activities, required in the course of preparing SONI's offer to the User or the RoI TSO;

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5.1.2 co-operate and assist each other in order that Construction Applications, Construction Offers and plans or analysis prepared by SONI or NIE which are or are likely to be required in respect of the Construction Application and Construction Offer, are co-ordinated; and

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5.1.3 provide each other in a timely manner with information about, in the case of SONI as provider, the contents of its Construction Application and, in the case of NIE as provider, the contents of its Construction Offer to the extent that such information may materially affect the offer to the User or the RoI TSO,

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6 General Provisions Concerning New Connections and Modifications

6.1 Subject to the payment of **Reasonable Charges**, if any, NIE shall provide all advice and assistance reasonably requested by SONI to enable it adequately to assess the implications (including the feasibility):

6.1.1 of making a **Modification to User Equipment**; or

6.1.2 of constructing a **New Connection Site** (including adequately assessing the feasibility of making any SONI **Construction Application** or considering the terms of any **Construction Offer**).

6.2 When giving advice and assistance pursuant to sub-paragraph 6.1, each **Party** shall comply with **Good Industry Practice**.

7 Coordination of Construction Projects

7.1 SONI and NIE shall, throughout the construction and commissioning of the **Construction Project**:

7.1.1 co-operate and assist each other in the development of the **Construction Programme** in respect of the **Construction Project**;

7.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the **Construction Project**; and

7.1.3 meet from time to time to agree arrangements to facilitate such development.

7.2 Without limitation to sub-paragraph 8.1, SONI and NIE shall liaise throughout the construction and commissioning of a **Construction Project**. NIE shall provide to SONI all information relating to its own **Works** and SONI shall

provide to NIE all information relating to **User Works**, reasonably necessary to assist in the performance of the **Works**, and shall use all reasonable endeavours to co-ordinate and integrate the **Works**. There may be meetings between representatives of the **Parties** and/or the **User** at intervals to be agreed between the **Parties** and/or the **User** (as appropriate). Each **Party** shall deliver to the other **Party** a written report of its progress during each **Calendar Quarter** within seven days of the end of that **Calendar Quarter**.

8 Communications Plant

- 8.1 SONI and NIE shall agree the **Communications Plant** to be provided and installed by NIE and this may include, without limitation, **Communications Plant** to facilitate communications between the relevant **User** and SONI. Any failure to agree may be referred as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.

9 Site Responsibility Schedules

- 9.1 In order to inform site operational staff of agreed responsibilities for **Plant** and/or **Apparatus** at an operational interface, NIE shall produce a **Site Responsibility Schedule** for each **Connection Site**, apart from **Bulk Supply Points**, and SONI shall provide NIE with the information required to enable NIE to prepare such **Site Responsibility Schedule**.
- 9.2 NIE shall forward a **Site Responsibility Schedule** prepared by it pursuant to sub-paragraph 9.1 to SONI and agree any changes that may be required to such **Site Responsibility Schedule** with SONI. Upon finalisation of the **Site Responsibility Schedule** pursuant to this sub-paragraph 9.2, NIE shall forward a duly signed **Site Responsibility Schedule** to SONI and SONI shall promptly sign and procure signatures from the relevant **User** as required and forward such signed copy of the **Site Responsibility Schedule** back to NIE.
- 9.3 Each **Site Responsibility Schedule** must have recorded on it the **Safety Rules** which apply to each item of **Plant** and/or **Apparatus** in accordance with Section G.
- 9.4 In carrying out their obligations under this paragraph 9, NIE shall, and SONI shall procure that **Users** shall, comply with Appendix 1 of the Connection Conditions in the **Grid Code**.

10 Access

- 10.1 The provisions relating to access to an **NIE Site** by **Users** and to a **User Site** by NIE, are set out in the **Interface Agreement** between NIE and the **User**.
- 10.2 In addition to the provisions relating to access referred to in sub-paragraph 10.1, where an **NIE Site** contains exposed HV conductors, unaccompanied access will only be granted to individuals holding an **Authority for Access** issued by NIE. The procedure for applying for **Authority for Access** is contained in the **Interface Agreement**.

11 Disconnection and Removal of Transmission Connection Assets

11.1 SONI shall provide six months notice to NIE of the date that SONI intends to permanently disconnect **User Equipment** which is connected to the **Transmission System**.

11.2 Where SONI permanently disconnects a **User** which was connected to the **Transmission System**:

11.2.1 SONI shall procure that such **User** removes any of the **User Equipment** on NIE's land within six months of the date of disconnection under sub-paragraph 13.1 or such longer period as may be agreed between NIE and the **User**; and

11.2.2 NIE shall remove any of its assets on the land of the **User** concerned within six months of termination under sub-paragraph 11.1 or such longer period as may be agreed between NIE and the **User**.

NIE shall give, and SONI shall procure that any relevant **User** gives, such rights to access land as are reasonably required in order to facilitate the removal of equipment pursuant to this paragraph 11.