SECTION J: INTERPRETATION AND DEFINITIONS

1. INTRODUCTION

1.1 This Section J sets out the general rules to be applied in interpreting this Code and any TO Construction Agreement and the defined terms used in this Code (other than those defined elsewhere in this Code).

2. INTERPRETATION AND CONSTRUCTION

2.1 In this Code and in each TO Construction Agreement:

2.1.1 the interpretation rules in this paragraph 2; and

2.1.2 the words and expressions defined in paragraph 3,

shall, unless the subject matter or context otherwise requires or is inconsistent therewith, apply.

2.2 If in order to comply with any obligation in the Code or any TO Construction Agreement any Party is under a duty to obtain, or in the case of NGET (where appropriate) procure that a User so obtain, the consent or approval (including any statutory licence or permission) (**"the Consent"**) of a third party (or the Consent of another Party) such obligation shall be deemed to be subject to the obtaining of such Consent which the Party requiring the Consent shall use its reasonable endeavours to obtain or, in the case of NGET (where appropriate) procure that a User obtain, including (if there are reasonable grounds therefor) pursuing any appeal in order to obtain such Consent.

2.3 If such Consent is required from any Party then such Party shall grant such Consent unless it is unable to do so or it would be unlawful for it to do so provided that such grant by such Party may be made subject to such reasonable conditions as such Party shall reasonably determine.

2.4 For the avoidance of doubt if the Party who is under a duty to obtain, or in the case of NGET (where appropriate) to procure that a User so obtain, such Consent fails to obtain such Consent having complied with this paragraph 2, the obligation on that Party (in relation to which such Consent is required) shall cease.

2.5 Without limitation to paragraphs 2.2, 2.3 or 2.4, each Party shall, to the extent reasonably practicable, comply with any request from a Party for advice or assistance in connection with seeking, obtaining or maintaining Consents.

2.6 In this Code and in each TO Construction Agreement:

2.6.1 unless the context otherwise requires, all references to a particular paragraph, Part, Section, Schedule or Annex shall be a reference to that paragraph, Part, Section, Schedule or Annex in or to the Code;

2.6.2 a table of contents, headings and introductions are inserted for convenience only and shall be ignored in construing the Code or a TO Construction Agreement as the case may be;

2.6.3 references to the word "include" or "including" are to be construed without limitation to the generality of the preceding words;

2.6.4 a reference to an Act of Parliament or any part or section or other provision or schedule to an Act of Parliament is a reference to that Act of Parliament and to all orders, regulations, instruments or other subordinate legislation made under or deriving validity from the relevant Act of Parliament;

2.6.5 unless the context otherwise requires, any reference to an Act of Parliament, statutory provision, subordinate legislation or code ("**Legislation**") is a reference to such Legislation as amended and in force from time to time and to any Legislation which re-enacts or consolidates (with or without modification) any such Legislation; and

2.6.6 references to the masculine shall include the feminine and references in the singular shall include the plural and vice versa and words denoting persons shall include any individual, partnership, firm, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having separate legal personality.

3. DEFINITIONS

The following terms shall have the following meanings:

"Accession Agreement"	an agreement in the form set out in Schedule One whereby a Party Applicant accedes to the Framework Agreement;
"Act"	the Electricity Act 1989;
"**Active Power**"	As defined in the Grid Code
"Affected User"	As defined in the CUSC
"Affiliate"	as defined in Standard Condition A1;
"Agreed Transitional Timetable"	as defined in sub-paragraph 10.1.1 of Section I;
"Agreement for Energisation"	A written statement produced by the Transmission Owner confirming that NGET may release an Energisation Notice to a User;
"Agreement for Interim Operational Notification"	A written statement produced by the Transmission Owner confirming that NGET may release an Interim Operational

	Notification to a User;
"Alternative Amendment"	an alternative to a Proposed Amendment proposed in accordance with Section B, sub-paragraph 7.2.2.8;
Alternate Representatives	Persons appointed as such pursuant to Section B, sub-paragraph 6.1A
"Amendment Procedures"	the procedures to be followed in respect of amendments to the Code as set out in Section B, paragraph 7;
"Amendment Register"	the register established and maintained by the Committee Secretary in accordance with Section B, sub-paragraph 7.2.7.1;
"Amendment Report"	the report in respect of a Proposed Amendment or any Alternative Amendment as defined in Section B, sub-paragraph 7.2.5.11;
"Apparatus"	all equipment in which electrical conductors are used, supported or of which they may form a part;
"Applicable STC Objectives"	as defined in Standard Condition B12;
"Approved Amendments"	Proposed Amendments including Urgent Amendment Proposals or Alternative Amendments to the Code approved by the Authority in accordance with Section B;
"Assessment"	the analysis and impact assessment commissioned in accordance with and as defined in Section B, sub-paragraph 7.2.5.2;
"Assessment and Report Phase"	the process for assessing Proposed Amendments and any Alternative Amendments and formulating an Amendment Report as set out in Section B, sub-paragraph 7.2.5;
"Authority"	the Gas and Electricity Markets Authority established under section 1 of the Utilities Act 2000;
"**Back-Stop Date**"	the date by which an item of Derogated Plant is to attain its Required Standard, as specified in or pursuant to a Transmission Derogation;
"**Back-Up Protection**"	as defined in the Grid Code;
"Bank Account"	a separately designated bank account in the name of NGET at such branch of Barclays Bank PLC, or such branch of any other bank, in the City of London as is notified by NGET to the Transmission Owner, bearing interest from (and including) the

	date of deposit of principal sums to (but excluding) the date of withdrawal of principal sums from such account, mandated for withdrawal of principal solely by NGET against delivery of a Notice of Drawing for the amount demanded therein and mandated for the transfer of any interest accrued to the Bank Account to such bank account as the Transmission Owner may specify;
"Base Rate"	in respect of any day, the rate per annum which is equal to the base lending rate from time to time of Barclays Bank PLC as at the close of business on the immediately preceding Business Day;
"Bi-annual Estimate"	the estimate of payments required to be provided by NGET to a Transmission Owner in respect of a Construction Project and defined in respect of each Transmission Owner in its TO Construction Agreement with NGET for such Construction Project;
"**Black Start**"	the process necessary for a recovery from a Total Shutdown or Partial Shutdown;
"BSC"	as defined in Standard Condition C1 of NGET's Transmission Licence;
"BSC Framework Agreement"	as defined in Standard Condition C1 of NGET's Transmission Licence;
"Business Day"	any week day other than a Saturday on which banks are open for domestic business in the City of London;
"Business Personnel"	any person who: (a) is an officer of the Party; or (b) is an employee of the Party, carrying out any administrative, finance or other corporate services of any kind which, wholly or in part, relate in the case of NGET, to the Main Business and in the case of a Transmission Owner, the Transmission Business; or (c) is engaged by or on behalf of the Party as an agent, sub-contractor or adviser to or otherwise to perform work in relation to services for in the case of NGET the Main Business and in the case of a Transmission Owner, the Transmission Business, and **"Business Personnel"** shall be construed accordingly;

"Calendar Quarter"	each of the three calendar month periods commencing on, respectively, January 1, April 1, July 1 and September 1 each calendar year;
"Chair"	the person appointed in accordance with and as defined in Section B, sub-paragraph 6.1.4;
"Change"	any addition, replacement, refurbishment, renovation, modification, alteration, construction or withdrawal;
"Code"	this System Operator – Transmission Owner Code, as required by Standard Condition B12, as amended or modified from time to time and references to the Code include the Code as given contractual force and effect by the Framework Agreement;
"Code Effective Date"	the date of execution of the Framework Agreement;
"Code Procedures"	the procedures forming a part of this Code as more particularly defined in Section A, paragraph 2.3;
"Code Voting Process"	means that process set out in Section B, sub-paragraph 6.7;
"Code Website"	the website for the Code established and maintained by NGET;
"Commissioned"	Plant and Apparatus certified by the Independent Engineer as having been commissioned in accordance with the relevant Commissioning Programme;
"Commissioning Programme"	in relation to a particular Construction Project, as defined in the TO Construction Agreement between NGET and the Transmission Owner to whose Transmission System the Relevant Connection Site is or will be Connected;
"Commissioning Programme Commencement Date"	as defined for a Commissioning Programme in the TO Construction Agreement between NGET and the Transmission Owner to whose Transmission System the Relevant Connection Site is or will be Connected;
"Committee"	the committee established and defined under Section B, sub-paragraph 6.1.1;
"Committee Meeting"	a meeting of the Committee as defined in Section B, sub-paragraph 6.1.2;
"Committee Secretary"	the secretary appointed from time to time in accordance with Section B, sub-paragraph 6.1.3;
"Communications Plant"	electronic communications network infrastructure, including

control telephony, used to facilitate real-time communications;

"Competent Authority" the Secretary of State, the Authority and any local or national agency, authority, department, inspectorate, minister (including Scottish ministers), ministry, official or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom or the European Community;

"Completion Date" in relation to a Construction Project, as defined in respect of each Transmission Owner in its TO Construction Agreement with NGET;

"Condition C17 Statement" as defined in Section C, Part Three, paragraph 8.1;

"Confidential Information" means:

(a) in the case of NGET, any information relating to the affairs of a Transmission Owner which is furnished to NGET or its Business Personnel under this Code or any TO Construction Agreement or pursuant to a direction under section 34 of the Act or pursuant to the provisions of the Fuel Security Code; and

(b) in the case of a Transmission Owner, all data and information relating to the affairs of a Party or User supplied to it or its Business under the provisions of this Code or any TO Construction Agreement or pursuant to a direction under section 34 of the Act or pursuant to the provisions of the Fuel Security Code;

“Connection” a direct connection to the GB Transmission System by a User (and "**Connected**" shall be construed accordingly);

"Connection Conditions" that part of the Grid Code which is identified as the Connection Conditions;

"Connection Entry Capacity" the figure specified as such for a Connection Site and each Generating Unit as set out in the relevant NGET Construction Application;

"Connection Point" as defined in the Grid Code as at the Code Effective Date;

"Connection Site" each location at which User Equipment and Transmission Connection Assets required to connect that User to the GB Transmission System are situated. If two or more Users own or operate Plant and Apparatus which is connected at any particular location that location shall constitute two (or the appropriate number of) Connection Sites;

"Connection Site Specification"	as defined in Section D, Part One, sub-paragraph 2.6.1;
"Consents"	in relation to a particular Construction Project, as defined in the relevant TO Construction Agreement, and otherwise as defined in this Section J, paragraph 2.2;
"Construction Assumptions Date"	in respect of each Transmission Owner, the date on which such Transmission Owner: (a) receives Construction Planning Assumptions from NGET pursuant to Section D, Part Two, paragraph 3.2; or (b) receives notice that NGET does not intend to generate a set of Construction Planning Assumptions under Section D, Part Two, paragraph 3.3, in relation to the Construction Project to which such Construction Planning Assumptions apply;
"Construction Party"	as defined in Section D, Part Two, paragraph 2.2;
"Construction Planning Assumptions"	The background comprising information held by NGET relating to the GB Transmission System, [and User System(s) (as appropriate)], including data submitted pursuant to or included within the Grid Code, CUSC Contracts and any other data held by NGET.
"Construction Project"	as defined in Section D, Part Two, paragraph 2.1;
"Core Industry Document"	as defined in Standard Condition A1;
"Current User"	as defined in sub-paragraph 8.2.1of Section I;
"Current User Application"	as defined in sub-paragraph 8.2.3 of Section I;
"CUSC"	as defined in Standard Condition C1 of NGET's Transmission Licence;
"CUSC Contract"	as defined in the Grid Code;
"**CUSC Framework Agreement**"	as defined in Standard Condition C1 of NGET's Transmission Licence;
"CUSC Party"	as defined in Standard Condition A1;
"Customer"	a person to whom electrical power is provided (whether or not he is the provider of such electrical power) other than power to

	meet Station Demand of that person;
"Data Registration Code"	that part of the Grid Code that is identified as the Data Registration Code;
"Decommissioning Actions"	the procedures, processes and steps required to be taken by Parties as defined in Section B, sub-paragraph 5.1.3;
"Decreasing User"	a User considering a reduction in their TEC to enable the Increasing User to increase their TEC as part of a TEC Trade;
"De-energisation"	the movement of any isolator, breaker or switch or the removal of any fuse whereby no electricity can flow to or from the relevant System through User Equipment;
"Default Interest Rate"	the Base Rate at the due date for payment of an amount under the Code plus two per cent per annum;
"Default Planning Boundary"	the boundary between a Transmission Owner's Transmission System and a User System that is considered as the default by the Transmission Owner for the purpose of planning and developing the GB Transmission System in relation to Construction Projects at a Relevant Connection Site and determined in accordance with Section D, Part One, paragraph 3;
"Derogated Plant "	Plant or Apparatus which is the subject of a Transmission Derogation;
"De-Synchronised Island Procedure"	as defined in the Grid Code as at the Code Effective Date;
"Directive"	includes any present or future directive, requirement, instruction, direction or rule of any Competent Authority, (but only, if not having force in law, if compliance with the Directive is in accordance with the general practice of persons to whom the Directive is addressed) and includes any modification, extension or replacement thereof then in force;
"Disclose"	disclose, reveal, report, publish or transfer by any means and **"Disclosure"** and **"Disclosing"** shall be construed accordingly;
"Dispute"	a failure to agree or other dispute between the Parties under or otherwise arising in relation to the subject matter of the Code or a TO Construction Agreement including, without limitation, a dispute involving a breach or alleged breach of this Code or a TO Construction Agreement;

"Dispute Notice"	a notice sent to the Authority and each of the other Dispute Parties in order to raise a Dispute under Section H, paragraph 3.2 setting out the details of the Dispute;
"Dispute Parties"	a Party initiating a Dispute and each other Party which is, or is likely to be, materially affected by such Dispute;
"**Distribution Code(s)**"	the distribution code(s) drawn up pursuant to Distribution Licences as from time to time revised in accordance with such licences;
"Distribution Licence"	a licence issued under section 6(1)(c) of the Act;
"Distribution System"	as defined in the CUSC as at the Code Effective Date;
"Earthing"	as defined in the Grid Code as at the Code Effective Date;
"Effective Date"	In relation to each TO Construction Agreement, unless otherwise agreed between the relevant Parties, the date of execution of such TO Construction Agreement;
"Electricity Arbitration Association"	the unincorporated members' club of that title formed inter alia to promote the efficient and economic operation of the procedure for the resolution of disputes within the electricity supply industry by means of arbitration or otherwise in accordance with its arbitration rules;
"Embedded Transmission Bilateral Agreement"	an agreement, between NGET and a holder of a Distribution Licence, which governs the terms by which an Offshore Transmission Owner's Transmission System can connect and remain connected to a Distribution System at an Embedded Transmission Interface Site;
"Embedded Transmission Counterparty"	in the context of an Embedded Transmission Interface Site, the holder of a Distribution Licence with whom NGET has an Embedded Transmission Bilateral Agreement;
"Embedded Transmission Counterparty Equipment"	the Plant and Apparatus owned by an Embedded Transmission Counterparty;
"Embedded Transmission Interface Agreement"	an agreement entered into by a Transmission Owner with an Embedded Transmission Counterparty pursuant to Section C, Part Three, paragraph 3.4;
"Embedded Transmission Interface Asset(s)"	the assets specified as Transmission Interface Assets: (a) in the Embedded Transmission Interface Site Specification; and (b) in relation to assets still being constructed, in the

relevant TO Construction Agreement;

"Embedded Transmission Interface Site"	each location at which Plant and/or Apparatus forming part of an Offshore Transmission System and Plant and/or Apparatus forming part of a Distribution System required to connect that Offshore Transmission System to the Distribution System (or vice versa) are situated.
"Embedded Transmission Interface Site Specification"	as defined in Section D, Part One, sub-paragraph 2.8.1
"Embedded User"	any User whose User Equipment is not Connected;
"Emergency Return to Service Time"	the period of time required for a Transmission Owner to restore the part(s) of a Transmission System affected by an Outage so that such part(s) or any other relevant parts of the Transmission System can again be made available, to the extent identified in the Outage Plan, for the purpose of conveying and affecting the flow of electricity pursuant to Section C, Part Two, sub-paragraph 3.7.7;
"Energisation"	the movement of any isolator, breaker or switch or the insertion of any fuse so as to enable Energy to flow from and to the relevant System through Equipment (and "**Energised**" shall be construed accordingly);
"Energy"	the electrical energy produced, flowing or supplied by an electric circuit during a time interval, being the integral with respect to time of the power, measured in units of watt-hours or standard multiples thereof i.e. 1000 Wh = 1kWh 1000 kWh = 1 MWh 1000MWh = 1 GWh 1000 GWh = 1 TWh
"Engineering Charges"	the charges levied, by each Transmission Owner, in relation to a NGET Construction Application or NGET Request for a Statement of Works;
"Evaluation Phase"	the phase for evaluation of Proposed Amendments and any Alternative Amendments under Section B, sub-paragraph 7.2.4;
"Event"	an unscheduled or unplanned occurrence on, or relating to, a Transmission System including, without limitation, faults,

	incidents, breakdowns and adverse weather conditions;
"Exchange Rate Request"	as defined in the CUSC as at the Code Effective Date;
"Exemption"	an exemption granted under section 5 of the Act;
"**External Interconnections**"	as defined in the Grid Code as at the Code Effective Date;
"Financial Year"	the period of 12 months ending on 31 March in each calendar year;
"Flexibility Parameters"	as defined in Section C, Part Two, paragraph 3.7;
"Force Majeure"	in relation to any Party, any event or circumstance which is beyond the reasonable control of such Party and which results in or causes the failure of that Party to perform any of its obligations under the Code including act of God, strike, lockout or other industrial disturbance, act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, accumulation of snow or ice, lack of water arising from weather or environmental problems, explosion, fault or failure of Plant and Apparatus (which could not have been prevented by Good Industry Practice), governmental restraint, Act of Parliament, other legislation, bye law and Directive (not being any order, regulation or direction under sections 32, 33, 34 and 35 of the Act) provided that lack of funds or performance or non-performance by an Other Code Party shall not be interpreted as a cause beyond the reasonable control of that Party and provided, for the avoidance of doubt, that weather conditions which are reasonably to be expected at the location of the event or circumstance are also excluded as not being beyond the reasonable control of that Party;
“Forecast Offshore Construction Cost”	the forecast total cost of Offshore Construction Works as set out in the relevant Offshore TO Construction Agreement;
"Frequency"	the number of alternating cycle per second (expressed in Hertz) at which a System is running;
"Framework Agreement"	the agreement of that title, in the form approved by the Secretary of State, by which this Code is made contractually binding between the parties to that agreement, as amended from time to time with the approval of the Secretary of State;

"Fuel Security Code"	the Code of that name designated by the Secretary of State, as from time to time modified in accordance with the Transmission Licences ;
"Generating Unit"	unless otherwise provided in the Grid Code as at the Code Effective Date any Apparatus which produces electricity;
"Generator"	a person who generates electricity under licence or exemption under the Act;
"Go Live Date"	the date which the Secretary of State indicates in a direction shall be the BETTA go-live date;
"Good Industry Practice"	in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;
"Great Britain" or "GB"	the landmass of England and Wales and Scotland, including internal waters;
"Grid Code"	the code of that name drawn up pursuant to NGET's Transmission Licence, as from time to time modified in accordance with NGET's Transmission Licences;
Group	means, in respect of each Party Category and subject to Section B, sub-paragraph 6.7.3, each Party that is a member of that Party Category collectively with that Party's Affiliates (if any) who are also members of that Party Category.
"High Voltage" or "HV"	as defined in the Grid Code as at the Code Effective Date;
"Implementation Date"	the date proposed as the date for the implementation of a Proposed Amendment or any Alternative Amendment in accordance with and as defined in Section B, sub-paragraph 7.2.5.8(e);
"Implementation Dispute"	as defined in Section H, paragraph 4.6;
"Increasing User"	a User considering an increase in their TEC as a direct result of a reduction in the Decreasing User's TEC as part of a TEC Trade;
"Independent Engineer"	the engineer specified as such in a TO Construction Agreement. Provided that: (a) where the Parties to the TO Construction Agreement fail to agree on a suitable engineer within 120 days of the

date of the TO Construction Agreement; or

(b) where any Independent Engineer appointed from time to time shall fail, refuse or cease to act in a capacity set out in the TO Construction Agreement and no substitute engineer of suitable standing and qualification can be agreed by the Parties to the TO Construction Agreement within 30 calendar days;

then such engineer as the President of the Institution of Electrical Engineers shall, on the application of either Party, nominate shall be the Independent Engineer.

"Intellectual Property Rights" patents, trade marks, service marks, rights in designs, trade names, copyrights and topography rights (whether or not any of the same are registered and including applications for registration of any of the same) and rights under licences and consents in relation to any of the same and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of the same which may subsist anywhere in the world;

"**Interface Point**" as the context admits or requires either;

(a) the electrical point of connection between an Offshore Transmission System and an Onshore Transmission System, or

(b) the electrical point of connection between an Offshore Transmission System and an Onshore Distribution System;

"**Interface Point Capacity**" the maximum amount of Active Power transferable at the Interface Point as declared by an Offshore Transmission Owner, expressed in whole MW;

"Interim Operational Notification" Certification issued by NGET to the User from time to time to allow the User Equipment to be, or remain, synchronised.

"Interim SYS" the interim SYS referred to in Standard Condition C11 of NGET's Transmission Licence;

"Interconnector" as defined in the BSC as at the Code Effective Date;

"Interface Agreement" an agreement entered into by a Transmission Owner with a User pursuant to Section C, Part Three, paragraph 3.1 or an agreement entered into by a Transmission Owner with another Transmission Owner pursuant to Section C, Part Three,

	paragraph 3.2;
"**Intermittent Power Source**"	As defined in the Grid Code
"Interruption"	As defined in the CUSC;
"Interruption Charges"	The charges to be paid by the relevant Transmission Owner to NGET, as determined in accordance with Schedule Ten Part Four;
"Interruption Period"	As defined in the CUSC;
"Investigation Party"	as defined in Section C, Part Three, sub-paragraph 4.2.1;
"Isolation"	as defined in the Grid Code as at the Code Effective Date;
"Joint Investigation"	an investigation conducted jointly by Investigation Parties and, where relevant, other persons into a Significant Incident or Related Significant Incidents or a Possible Relevant Interruption under Section C, Part Three, paragraph 4.2;
"Joint Project Party"	as defined in Section D, Part Two, paragraph 8.1;
"Legal Requirement"	any Act of Parliament, regulation, licence or Directive;
"Legislation"	as defined in paragraph 2.6.5 of this Section J;
"Letter of Credit"	(a) in respect of Section D, Paragraph 8.4.2 shall mean an irrevocable standby letter of credit in a form reasonably satisfactory to NGET but in any case expressed to be governed by the Uniform Customs and Practice for Documentary Credits 1993 Revision ICC Publication No. 500 or such other form as may be reasonably satisfactory to NGET and allowing for partial drawings and providing for the payment to NGET on demand forthwith on and against NGET's delivery to the issuer thereof of a Notice of Drawing of the amount demanded therein; (b) in all other cases shall mean an unconditional irrevocable standby letter of credit in such form as NGET may reasonably approve issued for the account of the Transmission Owner in sterling in favour of NGET, allowing for partial drawings and providing for the payment to NGET forthwith on demand by any United Kingdom clearing bank or any other bank which in each case has a long term debt rating of not less than single "A" by Standard and Poor's Corporation or by Moody's Investors Services, or such other bank as NGET may approve and which shall be

	available for payment at a branch of the issuing bank
"Licence Standards"	the standards and requirements, in respect of each Party, referred to in its Transmission Licence and in accordance with which: (a) such Party is required to plan and develop its Transmission System; and (b) NGET is required to co-ordinate and direct the flow of electricity onto and over the GB Transmission System, as varied from time to time in respect of a Transmission Owner by a Transmission Derogation or, in the case of NGET, by any relevant direction issued by the Authority*;*
"Liquidated Damages"	as defined separately between NGET and each Transmission Owner undertaking Works as part of a Construction Project in an applicable TO Construction Agreement;
"Liquidated Damages Liability"	means the liquidated damages liability as set out in the relevant TO Construction Agreement;
"Local Joint Restoration Plan"	as defined in the Grid Code as at the Code Effective Date;
"Local Safety Instructions"	as defined in the Grid Code as at the Code Effective Date;
"Local Switching Procedure"	as defined in the Grid Code as at the Code Effective Date;
"Low Voltage" or "LV"	as defined in the Grid Code as at the Code Effective Date;
"Main Business"	any business of NGET as at the Code Effective Date and any business which NGET must carry out under its Transmission Licence;
"Material Effect"	where used in relation to the identification of a Modification only, shall mean an effect causing: (a) NGET or a Transmission Owner to effect any works or to alter the manner of operation of Transmission Plant or Transmission Apparatus at a Connection Site; or (b) a User to effect any works or to alter the manner of operation or Plant or Apparatus at the Connection Site or the site of connection, which, in either case, involves NGET or the relevant

	Transmission Owner or User in expenditure of more than £10,000; The phrase "material effect" where otherwise used in the Code shall not be construed as being so limited.
"Medium Voltage" or "MV"	as defined in the Grid Code as at the Code Effective Date;
"Modification"	any: (a) actual or proposed replacement, renovation, modification, alteration, or construction by or on behalf of a User or a Transmission Owner to either the User's Plant or Apparatus or the manner of its operation or the Transmission Owner's Transmission Plant or Transmission Apparatus or the manner of its operation which in either case has or may have a Material Effect on a User at a particular Connection Site; (b) Replacement of Assets (irrespective of whether such Replacement of Assets has a Material Effect on a User at a particular Connection Site); or (c) increase in Transmission Entry Capacity, not otherwise associated with the construction or modification of User Equipment, requested by a User under the CUSC; (d) Transmission Construction Works associated with an earlier Request for a Statement of Works; or (e) a material change in the Construction Planning Assumptions concerning the proposed design of an Offshore Transmission System upon which an accepted TO Construction Offer was based;
"National Electricity Transmission System"	as defined in Standard Condition A1;
"National Electricity Transmission System Operator Area"	has the meaning set out in Schedule 1 of NGET's Transmission Licence;
"National Electricity Transmission System Performance Report"	as defined in Section C, Part Three, paragraph 8.5;
"National Electricity Transmission System Performance Report	as defined in Section C, Part Three, paragraph 8.3;

Timetable"	
"Network Operator"	as defined in the Grid Code as at the Code Effective Date;
"New Connection"	a new or proposed Connection for which NGET has received a User Application but in respect of which a New Connection Site has not yet become Connected and Energised;
"New Connection Site"	the proposed Connection Site for a New Connection;
"New Construction Planning Assumptions"	as defined in sub-paragraph 9.2.1 of Section I;
“New Embedded Transmission Interface Site”	a new or proposed Embedded Transmission Interface Site but in respect of which such New Transmission Interface Site has not yet become Energised;
"New Transitional Application"	as defined in sub-paragraph 9.1.3 of Section I;
“New Transmission Interface Site”	a new or proposed Transmission Interface Site but in respect of which such New Transmission Interface Site has not yet become Energised;
"NGET"	National Grid Electricity Transmission plc (No 2366977) whose registered office is at 1-3 Strand, London WC2N 5EH;
“NGET Application Date”	in respect of each Transmission Owner, the date on which such Transmission Owner receives an effective NGET Construction Application or NGET Request for a Statement of Works in relation to a Construction Project;
“NGET Charges”	Charges comprising Interruption Payments, Offshore Construction Securities and Offshore Compensation Payments
"NGET Connection Application"	an application made by NGET to a Transmission Owner pursuant to Section D, Part Two, paragraph 2.2 in relation to the construction of a New Connection Site and containing the information set out in Schedule Five;
"NGET Construction Application"	as defined in Section D, Part Two, sub-paragraph 2.1.2;
"NGET Credit Rating"	any one of the following:- (a) a credit rating for long term debt of A- and A3 respectively as set by Standard and Poor’s or Moody’s respectively; (b) an indicative long term private credit rating of A- and A3

	respectively as set by Standard and Poor's or Moody's as the basis of issuing senior unsecured debt; (c) a short term rating by Standard and Poor's or Moody's which correlates to a long term rating of A- and A3 respectively; or (d) where the Offshore Transmission Owner's licence issued under the Electricity Act 1989 requires that User to maintain a credit rating, the credit rating defined in that User's Licence;
"NGET Investment Plan"	as defined in Section D, Part One, sub-paragraph 2.1.4;
"NGET Modification Application"	an application made by NGET to a Transmission Owner pursuant to Section D, Part Two, paragraph 2.2 in relation to the construction of a Modification and containing the information set out in Schedule Six;
"NGET Request for a Statement of Works"	an application made by NGET to a Transmission Owner pursuant to Section D, Part Four, paragraph 1.1 in relation the assessment of the impact on the GB Transmission System of a Power Station connecting to a Distribution System and containing the information set out in Schedule 13;
NGET TEC Exchange Rate Application	an application made by NGET to a Transmission Owner pursuant to Section D, Part Three, paragraph 1.1 in relation to the calculation of a TO TEC Exchange Rate and containing the information set out in Schedule 11;
"Non-Embedded Customer"	as defined in the CUSC as at the Code Effective Date;
"Non-Performing Party"	A Party that is unable to carry out any of its obligations under the Code in accordance with Section G, paragraph 8.1;
"Normal Capability Limits"	as defined in Section C, Part One, sub-paragraph 3.1.1;
"**Normal Operating Range**"	Subject as provided below, the voltage on the 400kV part of the Onshore Transmission System at each Interface Point with an Offshore Transmission System will normally remain within ±5% of the nominal value unless abnormal conditions prevail. The minimum voltage is -10% and the maximum voltage is +10% unless abnormal conditions prevail, but voltages between +5% and +10% will not last longer than 15 minutes unless abnormal conditions prevail. Voltages on the 275kV and 132kV parts of the Onshore Transmission System at each Interface Point with an Offshore Transmission System will normally remain within the limits ±10% of the nominal value unless abnormal conditions prevail. At nominal System

	voltages below 132kV the voltage of the Onshore Transmission System at each Interface Point with an Offshore Transmission System will normally remain within the limits ±6% of the nominal value unless abnormal conditions prevail. Under fault conditions, voltage may collapse transiently to zero at the point of fault until the fault is cleared. NGET and an Offshore Transmission Owner may agree greater or lesser variations in voltage to those set out above in relation to a particular Interface Point, and insofar as a greater or lesser variation is agreed, the relevant figure set out above shall, in relation to that Offshore Transmission System at the particular Interface Point, be replaced by the figure agreed;
"**Notice of Drawing**"	a notice of drawing signed by or on behalf of NGET;
"Offshore"	means wholly or partly in Offshore Waters and when used in conjunction with another term and not defined means that the associated term is to be read accordingly;
"Offshore Compensation Payments"	as defined in Section E, sub-paragraph 3.1.3;
"Offshore Construction Completed Date"	the date on which an Offshore Transmission System is deemed to be commissioned in accordance with a TO Construction Agreement;
"Offshore Construction Secured Amount"	an amount equivalent to the sum of: (a) 20% of the Forecast Offshore Construction Cost; and (b) the Liquidated Damages Liability;
"Offshore Construction Securities"	as defined in Section E, sub-paragraph 3.1.2;
"Offshore Construction Works"	Transmission Construction Works undertaken by an Offshore Transmission Owner;
"Offshore Tender Regulations"	those regulations made by the Authority in accordance with section 6C of the Act to facilitate the determination on a competitive basis of the person to whom an offshore transmission licence is to be granted
"Offshore TO Construction Agreement"	as defined in Schedule Nine, Part C;
"Offshore Transmission Owner"	either, (a) such person in relation to whose Transmission Licence the Standard Conditions in Section E (offshore transmission owner standard conditions) have been given effect; or, (b) A Party who has acceded to this Code prior to the

	grant of a Transmission Licence referred to in (a) above as a requirement of the Offshore Tender Regulations
“Offshore Waters”	has the meaning given to “offshore waters” in Section 90(9) of the Energy Act 2004;
“One Off Works”	the works described as such in a TO Construction Agreement;
“Onshore”	means within Great Britain (and when used in conjunction with another term and not defined means that the associated term is to be read accordingly);
“Onshore TO Construction Agreement”	as defined in Schedule Eight, sub-paragraph 1.1.3;
“Onshore Transmission Owner”	Scottish Hydro-Electric Transmission Limited or SP Transmission Limited or such other person in relation to whose Transmission Licence the Standard Conditions in Section D (transmission owner standard conditions) have been given effect;
"Operating Code"	that part of the Grid Code which is identified as the Operating Code;
"Operational"	in relation to Works undertaken by a Transmission Owner as part of a Construction Project, means that such Works have been completed and, in the case of Works at a Connection Site, Commissioned so that, subject to any Works being undertaken by NGET or another Transmission Owner, the User can use the GB Transmission System and any User Equipment the subject of the Construction Project to undertake those acts and things capable of being undertaken pursuant to the CUSC;
"Operational Capability Limits"	as defined in Section C, Part One, paragraph 4.3;
"Operational Effect"	an effect which causes the GB Transmission System to operate (or be at a materially increased risk of operating) differently to the way in which it would or may have normally operated in the absence of such effect;
"Other Code"	as the context admits or requires, any of the CUSC, CUSC Framework Agreement, Grid Code, BSC, BSC Framework Agreement and any agreement entered into pursuant to any of these;
"Other Code Party"	other than NGET, a party (including its officers, employees or

	agents) to or under any Other Code;
"Outage"	(as the context admits or requires): (a) a planned temporary reduction in the extent to which Transmission Services are provided by a Transmission Owner pursuant to Section C, Part One, paragraph 2.1; or (b) a planned temporary withdrawal from service (either partially or completely) of NGET Plant and Apparatus in England and Wales comprising part of the GB Transmission System;
"Outage Change"	has the meaning given in the Transmission Licence;
"Outage Implementation Process"	as defined in Section C, Part Two, paragraph 6.1;
"Outage Plan"	the plan for the placement of Outages for each Financial Year developed and maintained by NGET in accordance with Section C, Part Two;
"Outage Proposal"	the proposal in respect of proposed Outages for each Financial Year developed, maintained and submitted to NGET by each Transmission Owner in accordance with, and including those matters set out in, Section C, Part Two;
"Part"	a part of this Code as referred to herein;
"**Partial Shutdown**"	the same as a Total Shutdown except that all generation has ceased in a separate part of the Total System and there is no electricity supply from External Interconnections or other parts of the Total System to that part of the Total System and, therefore that part of the Total System is shutdown, with the result that it is not possible for that part of the Total System to begin to function again without NGETs directions relating to Black Start;
"Party"	as defined in Section B, paragraph 2.1;
"Party Applicant"	a Transmission Licensee or person obliged by the Offshore Tender Regulations wishing to enter into the Framework Agreement;
“Party Category”	means, as the context requires, one of the following categories: (a) NGET; (b) Scottish Hydro Electric Transmission Limited; (c) SP Transmission Limited; and

(d) the Offshore Transmission Owner Parties collectively.;

"Party Details" the details required from a Party and Party Applicant under Section B, sub-paragraph 3.1.2 and paragraph 4.1 as applicable;

"Party Entry Processes" the procedures, processes and steps required to be taken by a Party on entry to the Code as defined in Section B, sub-paragraph 3.2.3;

"Party Liable" as defined in Section G, paragraph 4.2;

"Party Representatives" the representatives of the Parties as defined in Section B, sub-paragraph 6.1.2;

"Paying Party" as defined in Section E, paragraph 3.1;

"Permitted Activities" activities carried on by:

(a) NGET, for the purposes of its Main Business; and

(b) a Transmission Owner, for the purpose of its Transmission Business;

"Performance Bond" an on first demand without proof or conditions irrevocable performance bond or performance guarantee executed as a deed in a form reasonably satisfactory to NGET but in any case allowing for partial drawings and providing for the payment to NGET on demand forthwith on and against NGET delivery to the issuer thereof of a Notice of Drawing of the amount demanded therein;

"Planned Works" as defined in Section D, Part One, sub-paragraph 2.1.2.3;

"Planning Assumptions" in respect of each Transmission Owner:

(a) NGET's forecasts of power flows onto and off the Transmission Owner's Transmission System under conditions which NGET reasonably foresees will arise in the course of a Financial Year; or

(b) information which NGET reasonably considers is necessary to allow the Transmission Owner to forecast power flows on to and off a Transmission Owner's Transmission System under conditions which NGET reasonably foresees will arise in the course of a Financial

	Year of operation,
	developed, in each case, in accordance with Schedule Three;
"Planning Code"	that part of the Grid Code which is identified as the Planning Code;
"Plant"	fixed and moveable items used in the generation and/or supply and/or transmission of electricity other than Apparatus;
"Possible Relevant Interruption"	means an interruption which requires investigation to ascertain whether or not it is a Relevant Interruption;
"**Power Factor**"	As defined in the Grid Code;
"Power Station"	as defined in the CUSC as at the Code Effective Date;
"Proceedings"	as defined in Section G, paragraph 17.1;
"Progress Report"	the progress report prepared and submitted by the Committee in accordance with Section B, sub-paragraph 7.2.8.1;
"Proposed Amendment"	a proposed amendment to this Code as defined at Section B, sub-paragraph 7.2.2.3;
"Proposed Amendment Report"	the proposed form of the Amendment Report developed in accordance with and as defined in Section B, sub-paragraph 7.2.5.8;
"Proposer"	a Party or other person making a proposal for an amendment to the Code as defined in Section B, paragraph 7.2.2.1;
"Protection"	as defined in the Grid Code as at the Code Effective Date;
"Qualified Bank"	a City of London branch of a bank, its successors and assigns, which has throughout the validity period of the Performance Bond or Letter of Credit it issues in favour of NGET, a rating of at least A- in Standard and Poor's long term debt rating or A3 in Moody's long term debt rating provided that such bank is not during such validity period put on any credit watch or any similar credit surveillance which gives NGET reasonable cause to doubt that such bank may not be able to maintain the aforesaid rating throughout the validity period and no other event has occurred which gives NGET reasonable cause to have such doubt;
"Qualified Company"	a company which is a public company or a private company within the meaning of section 1(3) of the Companies Act 1985

and which is either :

(a) a shareholder of the User or any holding company of such shareholder or

(b) any subsidiary of any such holding company, but only where the subsidiary

(i) demonstrates to The Company's satisfaction that it has power under its constitution to give a Performance Bond other than in respect of its subsidiary;

(ii) provides an extract of the minutes of a meeting of its directors recording that the directors have duly concluded that the giving of the Performance Bond is likely to promote the success of that subsidiary for the benefit of its members;

(iii) provides certified copies of the authorisation by every holding company of the subsidiary up to and including the holding company of the User, of the giving of the Performance Bond,

(the expressions "holding company" and "subsidiary" having the respective meanings assigned thereto by section 736, Companies Act 1985 as supplemented by section 144(3), Companies Act 1989) and which has throughout the validity period of the Performance Bond it gives in favour of The Company, a rating of at least A- in Standard and Poor's long term debt rating or A3 in Moody's long term debt rating or such lesser rating which The Company may in its absolute discretion allow by prior written notice given pursuant to a resolution of its board of directors for such period and on such terms as such resolution may specify provided that such company is not during such validity period put on any credit watch or any similar credit surveillance procedure which gives The Company reasonable cause to doubt that such company may not be able to maintain the aforesaid rating throughout the validity period of the Performance Bond and no other event has occurred which gives The Company reasonable cause to have such doubt;

"Quorum" the quorum required for a Committee Meeting as defined in Section B, sub-paragraph 6.4.5;

"**Reactive Power**" As defined in the Grid Code;

"Reasonable Charges" reasonable cost reflective charges comparable to charges for

	similar services obtainable in the open market;
"Receiving Party"	as defined in Section E, paragraph 3.1;
"Reference Notice"	a notice sent to the Authority or the Electricity Arbitration Association (as appropriate) and copied to each other Dispute Party in relation to a Dispute under Section H, paragraphs 4.1 or 5.1 setting out details of the Dispute;
"Regulations"	the Electricity Safety, Quality and Continuity Regulations 2002;
"Related Significant Incidents"	a series of Significant Incidents in which one or more Significant Incidents cause or exacerbate one or more other Significant Incidents;
"Related Undertaking"	as defined in Standard Condition A1;
"Relevant Connection Site"	in respect of each Construction Project, Exchange Rate Request or Request for a Statement of Works: (a) the Connection Site or New Connection Site which is the subject of the relevant User Application; or (b) in the case of a User Application made to NGET by an Embedded User, the connection site of such Embedded User;
"Relevant Embedded Small Power Station or RESPS"	As defined in the CUSC
"Relevant Instrument"	any or, as the context may require, a particular one of the following: (a) the Act and all subordinate legislation made under the Act; (b) the Data Protection Act 1998 and all subordinate legislation made under it; (c) any Transmission Licence and any determination or notice made or issues by the Authority pursuant to the terms thereof, and whether under any of the foregoing or otherwise, all authorisations, approvals, licences, exemptions, filings, registrations, notarisations, consents, guidelines and other matters which are required or which a Party acting in accordance with Good Industry Practice would obtain or comply with for the purposes of the Code, of or from any Competent Authority;

"Relevant Parties"	the Parties to a Code Procedure or proposed new Code Procedure;
"Relevant Party Category"	means, as the context requires, a Party Category containing at least one Relevant Party;
"Relevant Interruption"	as defined in the CUSC;
"Replacement of Assets"	any replacement of Transmission Connection Assets by NGET or a Transmission Owner which is the subject of, or otherwise requires, notice to be given by NGET to a User under and pursuant to the CUSC;
"Request for a Statement of Works"	an application made by a User to NGET under and pursuant to the CUSC in order that the impact on the GB Transmission System of a Power Station connecting to that User's Distribution System may be assessed;
RESPS Criteria	as defined in the CUSC;
RESPS Thresholds	as defined in the CUSC;
RESPS Methodology	as defined in the CUSC;
"**Required Standard**"	in relation an item of Derogated Plant, the respective standard required of that item (which shall not exceed that required by the Grid Code or the Licence Standard(s) as specified in or pursuant to a Transmission Derogation);
"Safety Co-ordinators"	As defined in the Grid Code as at the Code Effective Date;
"Safety Rules"	the rules of NGET, a Transmission Owner or a User that seek to ensure that persons working on Plant and/or Apparatus to which the rules apply are safeguarded from hazards arising from the System;
"Schedule"	a schedule to and forming a part of this Code as referred to herein;
"Scottish NSLPAs"	the agreement (as from time to time amended) between SP Transmission Limited and British Energy Generation (UK) Limited in relation to (i) Hunterston power station and Torness power station and (ii) the agreement (as from time to time amended) between SP Transmission Limited and British Nuclear Fuels plc in relation to Chapelcross power station.
"Section"	a section of and forming a part of this Code as referred to herein;

"Secured Event"	as defined in respect of the GB Transmission System and each of the Parties' Transmission Systems in the Licence Standards;
"Security and Quality of Supply Standard"	As defined in the Grid Code at the Code effective Date;
"Services Capability Specification"	the specification of Transmission Owner Services provided and maintained in accordance with Section C, Part One, paragraph 3.1;
"Services Reduction"	as defined in Section C, Part One, sub-paragraph 4.1.2;
"Services Reduction Risk"	as defined in Section C, Part One, sub-paragraph 4.5.2;
"Services Restoration Proposal"	as defined in Section C, Part One, sub-paragraph 4.6.4;
"Seven Year Statement"	the annual statement prepared by NGET in accordance with Section D, Part One, paragraph 4 and Standard Condition C11 of its Transmission Licence;
"Seven Year Statement Works"	the works set out for a Transmission Owner in the Seven Year Statement and in a TO Construction Agreement which in such Transmission Owner's reasonable opinion are required to be completed before the Completion Date to ensure that the GB Transmission System complies with the requirements of Standard Condition C17 of NGET's Transmission Licence prior to a Construction Project being made Operational;
"Significant Incident"	an Event which any Party determines, pursuant to Section C, Part Three, paragraph 4.1.3, has had or may have a significant effect on the GB Transmission System including, without limitation, an Event(s) having an Operational Effect which results in, or may result in: (a) operation of Plant and/or Apparatus either manually or automatically; (b) voltage on any part of the GB Transmission System moving outside statutory limits; (c) frequency of any part of the GB Transmission System falling outside statutory limits; or (d) instability of any part of the GB Transmission System.
"Site Responsibility	as defined in the Grid Code as at the Code Effective Date;

Schedule"	
"Standard Condition"	a standard condition of Transmission Licences;
"Standard Planning Data"	the data listed in Part 1 of Appendix A of the Planning Code;
"Station Demand"	as defined in the CUSC as at Code Effective Date;
"Statement of Works Assumptions Date"	in respect of each Transmission Owner, the date on which such Transmission Owner: (a) receives Statement of Works Planning Assumptions from NGET pursuant to Section D, Part Four, paragraph 32.2; or (b) receives notice that NGET does not intend to generate a set of Statement of Works Planning Assumptions under Section D, Part Four, paragraph 32.3, in relation to the Statement of Works Project to which such Statement of Works Planning Assumptions apply;
"Statement of Works Party"	as defined in Section D, Part Four, paragraph 21.1;
"Statement of Works Planning Assumptions"	as defined in Section D, Part Four, paragraph 32.1;
"Statement of Works Project"	refers to the project associated with a NGET Request for a Statement of Works;
"**Supergrid Voltage**"	As defined in the Grid Code
"SYS Programme"	as defined in Section D, Part One, sub-paragraph, 4.1.2;
"System"	as defined in the CUSC as at the Code Effective Date;
"System Construction"	Transmission Reinforcement Works or any other Works required to be undertaken by a Transmission Owner in order to facilitate the use or change in the use of the GB Transmission System by a User;
"System Construction Application"	an application made by NGET to a Transmission Owner pursuant to Section D, Part Two, paragraph 2.2 in relation to System Construction and containing the information set out in Schedule Seven;
"TEC Exchange Assumption Date"	in respect if each Transmission Owner, the date on which such Transmission Owner: (a) receives TEC Exchange Planning Assumptions from

NGET pursuant to Section D, Part Three, paragraph 2.2; or

(b) receives notice that NGET does not intent to generate a set of Construction Planning Assumptions under Section D, Part Two, paragraph 2.3,

in relation to the NGET TEC Exchange Rate Application to which such TEC Exchange Planning Assumption apply;

"TEC Exchange Party"	as defined in Section D, Part Three, paragraph 1.1;
"TEC Exchange Planning Assumption"	as defined in Section D, Part Three, paragraph 2.1;
"TEC Trade"	as defined in the CUSC as of the Code Effective Date;
"Tests"	tests involving simulating conditions or the controlled application of irregular, unusual or extreme conditions on a Transmission System or any part of a Transmission System or any other tests of a minor nature but which do not include commissioning or re-commissioning tests (and "**Testing**" shall be construed accordingly);
"Third Party Works"	the works specified as such in a TO Construction Agreement;
"TO Charges"	charges comprising the TO General System Charges and TO Site-Specific Charges;
"TO Commissioning Programme"	the sequence of operations/tests necessary to connect User Works and Transmission Connection Asset Works to the GB Transmission System for the purpose of making the User Works available for operation to be determined, in respect of a Transmission Owner, pursuant to the relevant TO Construction Agreement between such Transmission Owner and NGET;
"TO Construction Agreement"	an Onshore TO Construction Agreement or an Offshore TO Construction Agreement;
"TO Construction Offer"	an offer made by a Transmission Owner to NGET pursuant to Section D, Part Two, paragraph 4 and containing those matters set out in Schedule Eight;
"TO Construction Programme"	as agreed between NGET and a Transmission Owner in relation to a Construction Project, or part of a Construction Project, and set out in the relevant TO Construction Agreement;

"TO Final Sums"	the amount payable by NGET on termination of a TO Construction Agreement being the aggregate from time to time and for the time being of: (a) all Engineering Charges arisen prior to the date of termination; (b) fees, expenses and costs (excluding costs on account of interest charges incurred by the Transmission Owner) of whatever nature reasonably and properly incurred or due by the Transmission Owner in respect of any part of the Transmission Construction Works;
"TO General System Charges"	as defined in Section E, sub-paragraph 2.1.1;
"TO Site Specific Charges"	as defined in Section E, sub-paragraph 2.1.2;
"TO Statement of Works Notice"	as defined in Section D, Part Four, paragraph 3.1;
"TO TEC Exchange Rate"	the Transmission Entry Capacity available to a specific User as a direct result of a specific reduction in the Transmission Entry Capacity available to another User as calculated by a Transmission Owner and provided to NGET in accordance with Schedule 12;
"Total System"	the National Electricity Transmission System and all User Systems in the National Electricity Transmission System Operator Area;
"**Total Shutdown**"	as defined in the Grid Code as at the Code Effective Date;
"Transition Period"	as defined in Standard Condition A1;
"Transitional Connection Site"	as defined in sub-paragraph 9.1.3.1 of Section I;
"Transitional Connection Site Specification"	as defined in sub-paragraph 8.1.1 of Section I;
"Transitional Construction Planning Assumptions"	as defined in sub-paragraph 8.3.1 of Section I;
"Transitional Implementation Dispute"	as defined in paragraph 13.5 of Section I;
"Transitional Investment	as defined in sub-paragraph 7.1.1 of Section I;

Plans"	
"Transitional NGET Investment Plan"	as defined in sub-paragraph 7.2.1 of Section I;
"Transitional Outage Plan"	as defined in sub-paragraph 5.1.1 of Section I;
"Transitional Outage Proposal"	as defined in sub-paragraph 5.2.1 of Section I;
"Transitional Planning Assumptions"	as defined in sub-paragraph 7.3.1 of Section I;
"Transitional Services Capability Specification"	as defined in paragraph 4.1 of Section I;
"Transmission"	when used in conjunction with another term relating to equipment, whether defined or not, that the associated term is to be read as being part of or directly associated with the National Electricity Transmission System and not of or with a User System;
"Transmission Business"	as defined in Standard Condition A1;
"Transmission Connection Asset(s)"	the assets specified as Transmission Connection Assets: (a) in the Connection Site Specification; and (b) in relation to assets still being constructed, in the relevant TO Construction Agreement;
"Transmission Connection Asset Works"	the works specified as such in a TO Construction Agreement;
"Transmission Construction Works"	as defined in Schedule Eight, sub-paragraph 1.1.3;
"**Transmission DC Converter**"	As defined in the Grid Code
"Transmission Derogation"	a direction issued by the Authority relieving a Transmission Owner from the obligation under its Transmission Licence to comply with standards or requirements in accordance with which it is otherwise required to plan and develop its Transmission System (including any conditions which apply in respect of such derogation, and "**Derogated**" shall be construed accordingly;
"Transmission Entry	the figure specified as such for a Connection Site in a NGET

Capacity"	Construction Application or NGET TEC Exchange Application;
"Transmission Information"	information related to the planning, development, operation or configuration of any part of a Transmission System or of the GB Transmission System, but not including User Data;
“Transmission Interface Agreement”	as defined in Schedule Fifteen;
"Transmission Interface Asset(s)"	the assets specified as Transmission Interface Assets: (a) in the Interface Site Specification; and (b) in relation to assets still being constructed, in the relevant TO Construction Agreement;
“Transmission Interface Site”	each location at which Plant and/or Apparatus forming part of an Offshore Transmission System and Plant and/or Apparatus forming part of an Onshore Transmission System required to connect that Offshore Transmission System to the Onshore Transmission System (or vice versa) are situated.
“Transmission Interface Site Party”	as defined in Section C, Part Three, sub-paragraph 3.2
“Transmission Interface Site Specification”	as defined in Section D, Part One, sub-paragraph 2.7.1
"Transmission Investment Plan"	the plan developed by each Transmission Owner in relation to the development and maintenance each Financial Year of its Transmission System pursuant to Section D, Part One, sub-paragraph 2.1.1 and containing those matters set out in sub-paragraph 2.1.2;
"Transmission Licence"	a transmission licence granted or treated as granted under section 6(1)(b) of the Act;
"Transmission Licence Conditions"	the conditions contained in and amended from time to time in accordance with a Transmission Licence;
"Transmission Licensee"	the holder for the time being of a Transmission Licence;
"Transmission Owner"	an Onshore Transmission Owner or an Offshore Transmission Owner
"Transmission Owner Site"	a site owned (or occupied pursuant to a lease, licence or other agreement) by a Transmission Owner in which there is a Connection. For the avoidance of doubt, a site owned by a User but occupied by a Transmission Owner is a Transmission

	Owner Site;
"Transmission Reinforcement Works"	in relation to a particular Construction Project, as defined in respect of each relevant Transmission Owner in its TO Construction Agreement;
"Transmission Services"	as defined in Section C, Part One, paragraph 2;
"Transmission System"	in respect of each Party, has the meaning given to the term "licensee's transmission system" in Standard Condition A1;
"Unsecured Event"	as defined in respect of the National Electricity Transmission System and each of the Transmission Owner's Transmission Systems in the Licence Standards;
"Urgent Proposed Amendment"	an urgent proposal to amend the Code proposed in accordance with Section B, sub-paragraph 7.2.6;
"Use of System Charging Methodology"	as defined in standard condition A1;
"User(s)"	any person (other than NGET or a Transmission Owner) who is authorised to generate, participate in the transmission of, distribute or supply electricity or who is included in a class of person or persons which has been granted an exemption from section 6 of the Act and any person engaged in the sale or purchase of electricity or who otherwise purchases or acquires for purchase electricity;
"User Application"	an application made by a User to NGET under and pursuant to the CUSC in respect of: (a) a New Connection; or (b) a Modification; or (c) use of the GB Transmission System; or (d) an Exchange Rate Request; or (e) a Request for a Statement of Works by such User.
"User Application Date"	the date of receipt by NGET of an effective User Application pursuant to the CUSC;
"User Data"	information of or related to a User or Users including, without limitation, information about the business of a User, a User Site, User Works, User Outage or the operation or configuration of any User Equipment or User System.

"User Derogation"	a direction issued by the Authority relieving a User from the obligation under its Licence to comply with such parts of the Grid Code or any Distribution Code as may be specified in such direction, and "**Derogated**" shall be construed accordingly;
“User Equipment”	the Plant and Apparatus owned by a User (ascertained in the absence of agreement to the contrary by reference to the rules set out in Section D, Part One, paragraph 3) which: (a) is connected to the Transmission Connection Assets forming part of the GB Transmission System at any particular Connection Site or New Connection Site to which that User wishes so to connect or (b) is connected to a Distribution System to which that User system wishes so to connect;
"User Outage"	a planned Outage of part or all of a User System or User Equipment;
"User Site"	a site owned (or occupied pursuant to a lease, licence or other agreement) by a User in which there is a Connection. For the avoidance of doubt, a site owned by NGET or a Transmission Owner but occupied by a User is a User Site;
"User System"	as defined in the CUSC as at Code Effective Date;
"User Works"	those works to be undertaken by a User which are necessary for installation of User Equipment and which are specified for each Construction Project in the relevant TO Construction Agreement(s);
"Value Added Tax" "VAT"	has the meaning given to such term in the Value Added Tax Act 1994 and any tax of a similar nature which may be substituted for a levied in addition to it;
"Voltage Waveform Quality"	means the quality of voltage waveform on the National Electricity Transmission System taking account of harmonic content, phase unbalance and voltage fluctuations;
“Voltage Waveform Quality Assessment”	means an assessment of the impact of an offshore transmission system on Voltage Waveform Quality at an Interface Point;
"Week"	shall have the same meaning as the term "Week" is used in the Grid Code as at the Code Effective Date;
"Withdrawal Date"	the date defined in Section B, paragraph 5.1.4 upon which the Withdrawing Party shall withdraw from the Framework

	Agreement;
"Withdrawal Notice"	the notice issued by a Party wishing to withdraw from the Framework Agreement as defined in Section B, sub-paragraph 5.1.2;
"Withdrawing Party"	a Party wishing to withdraw from the Framework Agreement in accordance with Section B, sub-paragraph 5.1.1;
"Works"	as the context admits or requires, Transmission Construction Works, NGET Works and User Works.