

## Chapter 1

### **Condition A Application of Other Licence Conditions and Further Modification**

- 1 Notwithstanding any other provision of the Licence, the following Conditions shall have effect as follows:
  - (a) Conditions B and C shall cease to have effect on the date 3 months after SEM Go-Live (or such later date as the Authority may direct);
  - (b) Condition D shall cease to have effect on the date 18 months after SEM Go-Live (or such later date as the Authority may direct); and
  - (c) save for Conditions 16, 17 and 25 of Chapter 3, which shall be effective from the date this Condition becomes effective, the Conditions contained in Chapter 3 shall (subject to paragraph 8) be of no effect.

#### Further Modification of Conditions

- 2 At SEM Go-Live, the Conditions contained in Chapter 2 shall automatically be modified insofar as is necessary to ensure that they are identical in form and content to the Conditions contained in Chapter 3.
- 3 Immediately following SEM Go-Live, the Conditions shall automatically be modified by the deletion of Chapter 3 (and the Conditions contained in it).
- 4 Where a Condition ceases to have effect in accordance with paragraph 1(a) or 1(b), the Conditions shall automatically be modified by the deletion of that Condition.
- 5 Once all of the Conditions referred to in paragraphs 1(a) and 1(b) have been deleted in accordance with paragraph 4, the Conditions shall automatically be modified by the deletion of this Chapter 1 (and the Conditions contained in it), and by the deletion of the heading “Chapter 2” (but without prejudice to the continuation of the Conditions then contained in Chapter 2).

#### Interpretation

- 6 In Conditions A, B, C and D, references to “Chapter 1”, “Chapter 2” and “Chapter 3”

are to the sections of the licence created as such by the licence modifications by which this Condition A was included in the licence.

- 7 Except in the Conditions contained in Chapter 3, references to a numbered condition are (unless expressly stated otherwise) to the relevant numbered condition contained in Chapter 2. In the Conditions contained in Chapter 3, references to a numbered condition are (unless expressly stated otherwise) to the relevant numbered condition contained in Chapter 3.
- 8 Notwithstanding paragraph 1(c), in the period prior to SEM Go-Live, the Conditions contained in Chapter 1 and Chapter 3 shall be interpreted in accordance with Condition 1 of Chapter 3, as if the provisions of Condition 1 of Chapter 3 were set out in (and applicable only to) each Condition in Chapters 1 and 3.

## **Condition B Transition Steps (General)**

### General Requirement

- 1 The Licensee shall take all reasonable steps, and do all such reasonable things, as are (in each case) within its power and necessary or expedient in order to give full and timely effect to the SEM and Directive Arrangements by which it is bound (or intended to be bound), so that the Licensee is able to comply with the SEM and Directive Arrangements by which it is bound (or intended to be bound) from the time at which they are effective (or intended to be effective).

### Requirement to Co-operate

- 2 Without prejudice to paragraphs 1 and 3, the Licensee shall cooperate with authorised electricity operators and Republic of Ireland electricity operators (and with the Department, the Authority and such other persons as the Authority may direct) and shall take all reasonable steps, and do all such reasonable things, as are (in each case) within its power and necessary or expedient in order to enable:
  - (a) authorised electricity operators to comply with their statutory or licence obligations to give full and timely effect to the SEM and Directive Arrangements by which they are bound (or intended to be bound), so that such authorised electricity operators are able to comply with the SEM and Directive Arrangements by which they are bound (or intended to be bound) from the time at which such SEM and Directive Arrangements are effective (or intended to be effective);
  - (b) authorised electricity operators to comply with any directions by the Authority under a provision of their licences equivalent to paragraph 4; and
  - (c) Republic of Ireland electricity operators to comply with their statutory or licence obligations to prepare for the Single Electricity Market,

and in the event of any dispute between the Licensee and such other person as to whether a particular step, or thing, is reasonable, the Licensee or such other person

may refer the matter to the Authority for determination (which determination shall be final for the purposes of this paragraph).

#### Requirements to Comply with Directions

- 3 Without prejudice to paragraphs 1 and 2, the Licensee shall take all reasonable steps, and do all such reasonable things, as are (in each case) within its power and necessary or expedient in order to comply with any direction made from time to time by the Authority in accordance with paragraph 4 (and shall by so doing be taken to have complied with such direction).
- 4 The Authority may issue directions to the Licensee setting out the steps (including without limitation those referred to in paragraph 5) to be taken (or procured) by the Licensee which are, in the Authority's reasonable opinion, appropriate in order to give full and timely effect to the SEM and Directive Arrangements by which the Licensee is bound (or intended to be bound), so that the Licensee is able to comply with the SEM and Directive Arrangements by which it is bound (or intended to be bound) from the time at which they are effective (or intended to be effective).
- 5 The directions made by the Authority under paragraph 4 (with which the Licensee is, in accordance with paragraph 3, required to take all reasonable steps, and do all such reasonable things, as are (in each case) within its power and necessary or expedient in order to comply) may include requirements regarding the following steps:
  - (a) to secure or facilitate the amendment or establishment of any of the core industry documents;
  - (b) to effect the novation of (or other transfer of rights and obligations under) any of the core industry documents from the Licensee or an authorised electricity operator to the Licensee or an authorised electricity operator; and
  - (c) for securing the co-ordinated and effective commencement and implementation of, and operations under the Single Electricity Market Trading and Settlement Code (including the testing, trialling and start-up of the systems, processes and procedures employed in such implementation and employed by authorised electricity operators and others in connection with

such operations).

- 6 The Authority may, at any time, by a further direction in accordance with paragraph 4 (in order to give (or continue to give) full and timely effect to the SEM and Directive Arrangements by which the Licensee is bound (or intended to be bound)) amend or cancel any direction (or part thereof) previously made under paragraph 4.
- 7 The Authority may not make a direction under paragraph 4 until it has undertaken such period of prior consultation with the Licensee (and such other persons as the Authority deems appropriate) as is reasonable in the circumstances. No direction made under paragraph 4 shall be effective until a copy is served on the Licensee.

#### Requirement not to Frustrate

- 8 Without prejudice to any public or administrative law right, or statutory right, that the Licensee may have to bring any claim against any public body or person, the Licensee shall not take any step, or exercise any right, which is intended to hinder or frustrate the giving of full and timely effect to the SEM and Directive Arrangements.

#### Potential Conflict

- 9 If the Licensee is aware of any conflict between its compliance with the provisions of this Condition or any direction under paragraph 4 and its compliance with any other Condition of the Licence, the Licensee shall promptly inform the Authority of such conflict.
- 10 Provided the Licensee complies with paragraph 9, the other Conditions of the Licence shall prevail over this Condition in the event of conflict. If there is any conflict between a direction made under paragraph 4 and another requirement of the Licence, the provisions of the direction shall prevail.

#### Information

- 11 The Licensee shall provide to the Authority, in such manner and at such times as the Authority may reasonably require, such information and shall procure and furnish to it such reports as the Authority may reasonably require or deem necessary or appropriate to enable the Authority to monitor the Licensee's compliance with the

requirements of this Condition, including (without limitation):

- (a) information as to the Licensee's readiness concerning the SEM and Directive Arrangements by which it is bound (or intended to be bound); and
- (b) status reports concerning those matters referred to in sub-paragraph (d) of the definition of SEM and Directive Arrangements by which the Licensee is bound (or intended to be bound), and drafts of any legal documents by which such matters are to be achieved.

12 If the Licensee is aware (or should reasonably be aware) of any matter or circumstance which it considers will (or which the Licensee should reasonably consider likely to) hinder or frustrate the giving of full and timely effect to the SEM and Directive Arrangements, the Licensee shall promptly inform the Authority of such matter or circumstance.

#### Definitions

13 In this Condition, unless the context otherwise requires:

**“core industry documents”** means those documents which:

- (a) are (or are to be) established or required to be entered into pursuant to or in accordance with a licence granted under the Order; or
- (b) are in the Authority's opinion central industry documents associated with the authorised activities of the Licensee or authorised electricity operators and which have been designated as such by the Authority.

**“SEM and Directive Arrangements”** means:

- (a) any modifications made (or which the Licensee knows are to be made) to the

Licence, or to the licences of any authorised electricity operator, pursuant (in each case) to the SEM Order or the Electricity (Northern Ireland) Regulations 2007;

- (b) the conditions of the Northern Ireland Market Operator Licence and the Transmission System Operator Licence;
- (c) the terms imposed in any exemption granted pursuant to Article 9 of the Order that reflect a modification referred to in sub-paragraph (a);
- (d) the matters that the Licensee knows (or should reasonably know) are envisaged by the modifications and conditions referred to in sub-paragraphs (a) and (b) (including, without limitation, the establishment, amendment or termination of, or the transfer of rights and obligations under, core industry documents); and
- (e) the proposed transfer to NIE Energy Limited (pursuant to the Electricity (Northern Ireland) Regulations 2007) of the public electricity supply licence previously held by Northern Ireland Electricity plc.

## **Condition C Transition Steps (Specific)**

### Proposed Property Arrangement Scheme

- 1 Where the Licensee is obliged, by this Condition C, to enter into an agreement with NIE Supply (being, prior to SEM Go-Live, the same person as the Licensee), the Licensee may (where it considers appropriate) instead enter into that agreement with NIE Energy Limited (as the person to whom it is proposed that the NIE Energy Supply Licence be transferred under the Directive Regulations).

### Systems

- 2 The Licensee shall, in preparation for SEM Go-Live:
  - (a) undertake testing, trialling and start-up of its systems, processes and procedures to the extent appropriate in the circumstances;
  - (b) cooperate with authorised electricity operators, Republic of Ireland electricity operators and the Authority in the development of plans for the testing and trialling of the Licensee's systems, processes and procedures, and implement the plans so developed; and
  - (c) cooperate with authorised electricity operators who wish to test and trial systems employed by them in connection with the Single Market Operation Business's systems, processes and procedures, such cooperation to include provision of meter data (as defined in the Single Electricity Market Trading and Settlement Code).

### Transmission Interface Arrangements

- 3 Without prejudice to the Authority's ability to designate, as the Transmission Interface Arrangements under Condition 17 of Chapter 3, such document as the Authority considers appropriate (having undertaken such consultation as the Authority considers appropriate), the Licensee shall, by 14 August 2007 (or such later date as the Authority may direct), submit to the Authority either:
  - (a) a draft of the Transmission Interface Arrangements with which both proposed parties thereto are content; or



- (b) a draft of the Transmission Interface Arrangements including those provisions with which both proposed parties thereto are content, and which highlights those matters in the draft of the Transmission Interface Arrangements that remain in dispute between those parties.

#### PPB / TO Interface Agreement

4 Without prejudice to the Authority's ability to designate, as the PTIA under Condition 25 of Chapter 3, such document as the Authority considers appropriate (having undertaken such consultation as the Authority considers appropriate), the Licensee shall, by 14 September 2007 (or such later date as the Authority may direct), submit to the Authority either:

- (a) a draft of the PTIA with which both proposed parties thereto are content; or
- (b) a draft of the PTIA including those provisions with which both proposed parties thereto are content, and which highlights those matters in the draft PTIA that remain in dispute between those parties.

#### Distribution Code

5 Without prejudice to the Authority's ability to approve, as the Distribution Code under Condition 27 of Chapter 3, such document as the Authority considers appropriate (having undertaken such consultation as the Authority considers appropriate), the Licensee shall:

- (a) by 1 September 2007 (or such later date as the Authority may direct), submit to the Authority a draft of the Distribution Code which it believes meets the prospective requirements of the Licence;
- (b) incorporate within that draft of the Distribution Code such comments and changes as the Authority may direct;
- (c) where directed to do so by the Authority and by such subsequent date as the Authority may direct, undertake a consultation regarding the draft Distribution Code (incorporating such comments and changes) with those authorised electricity operators likely to be materially affected by its contents; and

- (d) by such subsequent date as the Authority may direct, report to the Authority on the outcome of any such consultation.

#### PSO Agreement

- 6 Without prejudice to the Authority's ability to designate, as the PSO Agreement under Condition 24A of Chapter 3, such document as the Authority considers appropriate (having undertaken such consultation as the Authority considers appropriate), the Licensee shall submit to the Authority, by 1 September 2007 (or such later date as the Authority may direct), a draft PSO Agreement for the Authority's consideration.

#### Market Registration Code

- 7 The Licensee shall ensure that, by 14 September 2007 (or such later date as the Authority may direct), a Change Report (as defined in the Market Registration Code) which meets the relevant objective is submitted to the Authority in accordance with the Market Registration Code.
- 8 In paragraph 7, the "**relevant objective**" is to set out those changes to the Market Registration Code that are necessary in order to enable the Market Registration Code to meet the requirements set out in Conditions 28 and 29 of Chapter 3 in respect of the Market Registration Code, the Market Registration Service and the Market Data Service.

#### Transmission Connection Agreements

- 9 In respect of each relevant connection agreement, the Licensee shall, by 1 September 2007 (or such later date as the Authority may direct), submit to the Authority either:
- (a) a draft agreement to amend the relevant connection agreement with which both proposed parties thereto are content; or
  - (b) a draft agreement to amend the relevant connection agreement including those provisions with which both proposed parties thereto are content, and which highlights those matters in the draft agreement that remain in dispute between those parties.
- 10 In respect of each relevant connection agreement, the Licensee shall enter into an

agreement that amends the relevant connection agreement in such form as the Authority may designate (having regard to the provisions of the existing agreement, the draft agreement submitted to the Authority, any responses received in connection with any consultation concerning the same, and such other matters as the Authority considers appropriate), and the Licensee shall enter into the agreement so designated within 7 days of such designation.

11 In respect of each relevant connection agreement, the Licensee shall, by 1 September 2007 (or such later date as the Authority may direct), submit to the Authority either:

- (a) a draft agreement to novate the relevant connection agreement (as amended, or to be amended, pursuant to the agreement referred to in paragraph 10) from the Licensee to SONI with which all three proposed parties thereto are content; or
- (b) a draft agreement to novate the relevant connection agreement from the Licensee to SONI including those provisions with which all three proposed parties thereto are content, and which highlights those matters in the draft agreement that remain in dispute between those parties.

12 In respect of each relevant connection agreement, the Licensee shall enter into an agreement that novates the relevant connection agreement (as amended, or to be amended, pursuant to the agreement referred to in paragraph 10) from the Licensee to SONI in such form as the Authority may designate (having regard to the provisions of the draft agreement submitted to the Authority, any responses received in connection with any consultation concerning the same, and such other matters as the Authority considers appropriate), and the Licensee shall enter into the agreement so designated within 7 days of such designation.

13 In paragraphs 9, 10, 11 and 12, “**relevant connection agreement**” means each of the existing connection agreements between the Licensee and:

- (a) the holder of a licence under Article 10(1)(a) of the Order; or
- (b) Moyle Interconnector Limited,

which relates (in either case) to a connection to the transmission system.

### Transmission Applications/Offers

- 14 Unless, on the application of the Licensee, the Authority otherwise directs, the Licensee shall ensure that any applications regarding use of, or connection to, the transmission system, that it receives after this Condition becomes effective and before SEM Go-Live, are progressed in cooperation with the Transmission System Operator.
- 15 The Licensee shall ensure that any offers to enter into an agreement for use of, or connection to, the transmission system that it makes after this Condition becomes effective and before SEM Go-Live:
- (a) are made so as to be offers by the Licensee if accepted prior to SEM Go-Live and offers by the Transmission System Operator if accepted after SEM Go-Live;
  - (b) contain connection or use of system terms (as the case may be) that are, in so far as possible, consistent with the terms that the Authority has designated in respect of similar agreements with the same class of generator (or with the terms the Licensee reasonably believes the Authority will so designate); and
  - (c) contain connection or use of system terms (as the case may be) that (if accepted prior to SEM Go-Live) provide for the automatic transfer of the agreement from the Licensee to the Transmission System Operator at SEM Go-Live.

### Distribution Use of System Agreements (Excluding NIE Supply)

- 16 Subject to paragraph 18, the Licensee shall, by 1 September 2007 (or such later date as the Authority may direct), submit to the Authority:
- (a) a draft agreement to amend the existing agreements for use of the Licensee's system on which it has consulted with counterparties and other persons likely to be materially affected thereby; and
  - (b) copies of the written responses received in respect of that consultation.
- 17 Subject to paragraph 18, the Licensee shall enter into agreements that amend the existing agreements for use of the Licensee's system in such form as the Authority

may designate (having regard to the provisions of the existing use of system agreement, the proposals put forward under paragraph 16, any responses received in connection with any consultation concerning the same, and such other matters as the Authority considers appropriate), and the Licensee shall enter into the agreements so designated within 7 days of such designation.

- 18 Paragraphs 16 and 17 shall not apply to any existing arrangement between the Licensee and NIE Supply for use of the Licensee's system.

Distribution Use of System Agreement (NIE Supply)

- 19 The Licensee shall by 1 September 2007 (or such later date as the Authority may direct), submit to the Authority either:

- (a) a draft agreement for use of the Licensee's distribution system by NIE Supply with which both proposed parties thereto are content; or
- (b) a draft of such agreement including those provisions with which both proposed parties thereto are content, and which highlights those matters in the draft that remain in dispute between those parties.

- 20 The Licensee shall enter into an agreement for use of the Licensee's distribution system by NIE Energy in such form as the Authority may designate (having regard to the proposed provisions of similar agreements with other system users, the draft agreement submitted to the Authority, any responses received in connection with any consultation concerning the same, and such other matters as the Authority considers appropriate), and the Licensee shall enter into such document within 7 days of such designation.

Distribution Connection Agreements

- 21 In respect of each relevant connection agreement, the Licensee shall, by 1 September 2007 (or such later date as the Authority may direct), submit to the Authority:
- (a) a draft agreement to amend the relevant connection agreement on which it has consulted with counterparties and other persons likely to be materially affected thereby; and

- (b) copies of the written responses received in respect of that consultation.
- 22 In respect of each relevant connection agreement, the Licensee shall enter into an agreement that amends the relevant connection agreement in such form as the Authority may designate (having regard to the provisions of the relevant connection agreement, the proposals put forward under paragraph 21, any responses received in connection with any consultation concerning the same, and such other matters as the Authority considers appropriate), and the Licensee shall enter into the agreement so designated within 7 days of such designation.
- 23 In paragraphs 21 and 22, “**relevant connection agreement**” means each of the existing connection agreements between the Licensee and the holders of licences under Article 10(1)(a) of the Order that relate to the connection of a generation set or generation sets to the Licensee’s distribution system.

#### Distribution Connection Agreements (Others)

- 24 In respect of relevant connection agreements, the Licensee shall:
- (a) consult with relevant counterparties and other persons likely to be materially affected thereby (as it reasonably considers appropriate) and provide the Authority with copies of the written responses received in respect of that consultation; and
  - (b) (to the extent necessary having regard to the extent of the property transfer scheme provided for by the Directive Regulations) take all reasonable steps within its power to amend (with effect from SEM Go-Live) the relevant connection agreements in accordance with any general form of agreement designated by the Authority.
- 25 In paragraph 24, “**relevant connection agreement**” means each of the Licensee’s existing connection agreements other than those referred to in paragraph 23.

#### Distribution Applications/Offers

- 26 Unless, on the application of the Licensee, the Authority otherwise directs, the Licensee shall ensure that any offers to enter into an agreement for use of, or

connection to, the Licensee's distribution system, that it makes after this Condition becomes effective and before SEM Go-Live, contain connection or use of system terms (as the case may be) that are, in so far as possible, consistent with the terms that the Authority has designated in respect of similar agreements with the same class of person (or with the terms the Licensee reasonably believes the Authority will so designate).

#### Power Purchase Agreements

- 27 In respect of each relevant power purchase agreement, the Licensee shall, by 1 September 2007 (or such later date as the Authority may direct), submit to the Authority either:
- (a) a draft agreement to amend the relevant power purchase agreement with which both proposed parties thereto are content; or
  - (b) a draft agreement to amend the relevant power purchase agreement including those provisions with which both proposed parties thereto are content, and which highlights those matters in the draft agreement that remain in dispute between those parties.
- 28 In respect of each relevant power purchase agreement, the Licensee shall enter into an agreement that amends the relevant power purchase agreement in such form as the Authority may designate (having regard to the provisions of the existing agreement, the draft agreement submitted to the Authority, any responses received in connection with any consultation concerning the same, and such other matters as the Authority considers appropriate), and the Licensee shall enter into the agreement so designated within 7 days of such designation.
- 29 In respect of each relevant power purchase agreement, the Licensee shall, by 1 September 2007 (or such later date as the Authority may direct), submit to the Authority either:
- (a) a draft agreement to novate the relevant power purchase agreement (as amended, or to be amended, pursuant to the agreement referred to in paragraph 12) from the Licensee to NIE Energy Limited with which all three proposed

parties thereto are content; or

- (b) a draft agreement to novate the relevant power purchase agreement from the Licensee to NIE Energy Limited including those provisions with which all three proposed parties thereto are content, and which highlights those matters in the draft agreement that remain in dispute between those parties.

30 In respect of each relevant power purchase agreement, the Licensee shall enter into an agreement that novates the relevant power purchase agreement (as amended, or to be amended, pursuant to the agreement referred to in paragraph 28) from the Licensee to NIE Energy Limited in such form as the Authority may designate (having regard to the provisions of the draft agreement submitted to the Authority, any responses received in connection with any consultation concerning the same, and such other matters as the Authority considers appropriate), and the Licensee shall enter into the agreement so designated within 7 days of such designation.

31 In paragraphs 27, 28, 29 and 30, “**relevant power purchase agreement**” means each of the existing power purchase agreements between the Licensee and the holder of a licence under Article 10(1)(a) of the Order, including any cancellable generating unit agreements, but (subject thereto) excluding any agreements for the provision of System Support Services (as defined in Condition 2 of Chapter 2).

#### System Support Services Agreements (non-PPB)

32 In respect of each system support services agreement, the Licensee shall, by 1 September 2007 (or such later date as the Authority may direct), submit to the Authority either:

- (a) a draft agreement to amend the system support services agreement with which both proposed parties thereto are content; or
- (b) a draft agreement to amend the system support services agreement including those provisions with which both proposed parties thereto are content, and which highlights those matters in the draft agreement that remain in dispute between those parties.

33 In respect of each system support services agreement, the Licensee shall enter into an



agreement that amends the system support services agreement in such form as the Authority may designate (having regard to the provisions of the existing agreement, the draft agreement submitted to the Authority, any responses received in connection with any consultation concerning the same, and such other matters as the Authority considers appropriate), and the Licensee shall enter into the agreement so designated within 7 days of such designation.

34 In respect of each system support services agreement, the Licensee shall, by 1 September 2007 (or such later date as the Authority may direct), submit to the Authority either:

(a) a draft agreement to novate the system support services agreement (as amended, or to be amended, pursuant to the agreement referred to in paragraph 33) from the Licensee to SONI with which all three proposed parties thereto are content; or

(b) a draft agreement to novate the system support services agreement from the Licensee to SONI including those provisions with which all three proposed parties thereto are content, and which highlights those matters in the draft agreement that remain in dispute between those parties.

35 In respect of each system support services agreement, the Licensee shall enter into an agreement that novates the system support services agreement (as amended, or to be amended, pursuant to the agreement referred to in paragraph 33) from the Licensee to SONI in such form as the Authority may designate (having regard to the provisions of the draft agreement submitted to the Authority, any responses received in connection with any consultation concerning the same, and such other matters as the Authority considers appropriate), and the Licensee shall enter into the agreement so designated within 7 days of such designation.

36 In paragraphs 32, 33, 34 and 35, “**system support services agreement**” means each of the Licensee’s existing agreements concerning the provision of System Support Services (as defined in Condition 2 of Chapter 2), but excluding any cancellable generating unit agreements.

### Moyle Interconnector Collection Agency Agreement

37 The Licensee shall, by 30 September 2007 (or such later date as the Authority may direct), either:

- (a) enter into an agreement novating the Moyle Interconnector Collection Agency Agreement (as defined in Chapter 2) from the Licensee to SONI (and, to the extent appropriate, amending that agreement); or
- (b) submit to the Authority a draft of such an agreement including those provisions with which the three proposed parties thereto are content, and highlighting those matters in the draft agreement that the Licensee wishes the Authority to settle.

38 Where sub-paragraph 37(b) applies, the Licensee shall enter into an agreement novating the Moyle Collection Agency Agreement from the Licensee to SONI (and, to the extent appropriate, amending that agreement) on the terms settled by the Authority, and shall do so within 7 days of the Authority so settling them.

### Payment Security Policy

39 The Licensee shall, by 1 September 2007 (or such later date as the Authority may direct) and having undertaken such consultation as the Licensee reasonably considers appropriate, submit to the Authority a draft payment security policy for approval.

### Definitions

40 In this Condition:

**“cancellable generating unit agreement”** shall have the meaning given to that expression in Chapter 2.

**“NIE Supply”** means the holder from time to time of the NIE Energy Supply Licence (being, prior to SEM Go-Live, the same person as the

Licensee).

**“Single Market Operation  
Business”**

has the meaning given to that expression in the Northern Ireland Market Operator Licence.

**“SONI”**

means SONI Limited (a body corporate registered in Northern Ireland under company number NI038715).

## **Condition D Run-Off Steps (General)**

### General Requirement

- 1 The Licensee shall take all reasonable steps, and do all such reasonable things, as are (in each case) within its power and necessary or expedient in order to fully and effectively run-off, from SEM Go-Live, the Pre-SEM Arrangements for which it is Responsible.

### Requirement to Co-operate

- 2 Without prejudice to paragraphs 1 and 3, the Licensee shall cooperate with authorised electricity operators and Republic of Ireland electricity operators (and with the Department, the Authority and such other persons as the Authority may direct) and shall take all reasonable steps, and do all such reasonable things, as are (in each case) within its power and necessary or expedient in order to enable:
  - (a) authorised electricity operators to comply with their statutory or licence obligations to fully and effectively run-off, from SEM Go-Live, the Pre-SEM Arrangements for which they are Responsible;
  - (b) authorised electricity operators to comply with any directions by the Authority under a provision of their licence equivalent to paragraph 4; and
  - (c) Republic of Ireland electricity operators to comply with their statutory or licence obligations (if any) to fully and effectively run-off, from SEM Go-Live, the Pre-SEM Arrangements for which they are Responsible,

and in the event of any dispute between the Licensee and such other person as to whether a particular step, or thing, is reasonable, the Licensee or such other person may refer the matter to the Authority for determination (which determination shall be final for the purposes of this paragraph).

### Requirements to Comply with Directions

- 3 Without prejudice to paragraphs 1 and 2, the Licensee shall take all reasonable steps, and do all such reasonable things, as are (in each case) within its power and necessary or expedient in order to comply with any direction made from time to time by the

Authority in accordance with paragraph 4 (and shall by so doing be taken to have complied with such direction).

- 4 The Authority may issue directions to the Licensee setting out the steps to be taken (or procured) by the Licensee which are, in the Authority's reasonable opinion, appropriate in order to fully and effectively run-off, from SEM Go-Live, the Pre-SEM Arrangements for which it is Responsible.
- 5 The Authority may, at any time, by a further direction in accordance with paragraph 4 (in order to fully and effectively run-off, from SEM Go-Live, the Pre-SEM Arrangements for which the Licensee is Responsible) amend or cancel any direction (or part thereof) previously made under paragraph 4.
- 6 The Authority may not make a direction under paragraph 4 until it has undertaken such period of prior consultation with the Licensee (and such other persons as the Authority deems appropriate) as is reasonable in the circumstances. No direction made under paragraph 4 shall be effective until a copy is served on the Licensee.

#### Requirement not to Frustrate

- 7 Without prejudice to any public or administrative law right, or statutory right, that the Licensee may have to bring any claim against any public body or person, the Licensee shall not take any step, or exercise any right, which is intended to hinder or frustrate the full and effective run-off, from SEM Go-Live, of the Pre-SEM Arrangements.

#### Potential Conflict

- 8 If the Licensee is aware of any conflict between its compliance with the provisions of this Condition or any direction under paragraph 4 and its compliance with any other Condition of the Licence, the Licensee shall promptly inform the Authority of such conflict.
- 9 Provided the Licensee complies with paragraph 8, the other Conditions of the Licence shall prevail over this Condition in the event of conflict. If there is any conflict between a direction made under paragraph 4 and another requirement of the Licence, the provisions of the direction shall prevail.

### Information

- 10 The Licensee shall provide to the Authority, in such manner and at such times as the Authority may reasonably require, such information and shall procure and furnish to it such reports as the Authority may reasonably require or deem necessary or appropriate to enable the Authority to monitor the Licensee's compliance with the requirements of this Condition.
- 11 If the Licensee is aware (or should reasonably be aware) of any matter or circumstance which it considers will (or which the Licensee should reasonably consider likely to) hinder or frustrate the full and effective run-off, from SEM Go-Live, of the Pre-SEM Arrangements, the Licensee shall promptly inform the Authority of such matter or circumstance.

### Definitions

- 12 In this Condition, unless the context otherwise requires:

**“core industry documents”** means those documents which

- (a) are established or required to be entered into pursuant to or in accordance with a licence granted under the Order; or
- (b) are in the Authority's opinion central industry documents associated with the authorised activities of the Licensee or authorised electricity operators and which have been designated as such by the Authority.

**“Pre-SEM Arrangements”** means:

- (a) the Supply Competition Code;
- (b) the Interim Settlement Code and Interim Settlement Agreements;

- (c) the renewable output factor arrangements;
- (d) the small renewable spill arrangements;
- (e) the top-up and standby arrangements (if any);
- (f) the arrangements for payment of the bulk supply tariff;
- (f) the arrangements for wheeling; and
- (g) any other core industry document as the Authority may direct for the purposes of this paragraph.

**“Responsible”**

means, in respect of:

- (a) the Supply Competition Code, the Power Procurement Business (or such other person as the Authority may direct following consultation with the Power Procurement Business and such other person);
- (b) the Interim Settlement Code and the Interim Settlement Agreements, the Power Procurement Business (or such other person as the Authority may direct following consultation with the Power Procurement Business and such other person);
- (c) the renewable output factor arrangements, the Power Procurement Business (or such other person as the Authority may direct following consultation with the Power

Procurement Business and such other person);

- (d) the small renewable spill arrangements, the Power Procurement Business (or such other person as the Authority may direct following consultation with the Power Procurement Business and such other person);
- (e) the top-up and standby arrangements, the Transmission Owner (or such other person as the Authority may direct following consultation with the Transmission Owner and such other person); and
- (f) the arrangements for payment of the bulk supply tariff, the Power Procurement Business (or such other person as the Authority may direct following consultation with the Power Procurement Business and such other person);
- (f) the arrangements for wheeling, the Transmission Owner (or such other person as the Authority may direct following consultation with the Transmission Owner and such other person); and
- (g) any other core industry document specified by the Authority for the purposes of this paragraph, such person or persons as the Authority considers to be



responsible for such document (as specified in the relevant direction).

**“run-off”**

means, in relation to any arrangements, the bringing to an end of those arrangements, which shall include the determination and settlement (including by way of reconciliation) of electricity and payments in connection with periods up to and including the point at which such arrangements are brought to an end.

- 13 References to documents and arrangements in the definitions of “**Pre-SEM Arrangements**” and “**Responsible**” set out in paragraph 12 shall (if such documents or arrangements are not otherwise defined in Chapter 3) be to such documents and arrangements as defined (or, if not defined, referred to) in Chapter 2.