

Annex 10 – CMP328 WACM1 Legal Text

Changes shown in red text

Section 11 – Definition Changes

Third Party Works	<p>in relation to a particular User those works, defined as such in its Construction Agreement; being works undertaken on assets belonging to someone other than a Relevant Transmission Licensee or the User where such works are required by The Company to enable it to provide the connection to and/or use of the National Electricity Transmission System by the User or required as a consequence of connection to and/or use of the National Electricity Transmission System by the User;</p> <p>in relation to a particular Third Party Works Requesting User those works undertaken on Plant or Apparatus belonging to a Third Party Works Affected User where such works are required by The Company to enable it to provide the connection to and/or use of the National Electricity Transmission System by the Third Party Works Requesting User or required as a consequence of connection to and/or use of the National Electricity Transmission System by the Third Party Works Requesting User;</p>
Third Party Works Affected User	<p>a User (other than a Relevant Transmission Licensee, The Company or a Third Party Works Requesting User) whose Plant or Apparatus need works undertaking upon them at the request of a Third Party Works Requesting User.</p>
Third Party Works Requesting User	<p>a User who, having entered in to a Construction Agreement with The Company, requires Third Party Works to be completed</p>

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CUSC - SECTION 6

GENERAL PROVISIONS

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6.37 Third Party Works

6.37.1 As a requirement of a **Construction Agreement**, **The Company** may require the completion of **Third Party Works** before a connection to or use of the **National Electricity Transmission System** is permitted.

6.37.2 A **Third Party Works Requesting User** shall be responsible for carrying out or procuring that the **Third Party Works** in the respective **Construction Agreement** are carried out and shall carry them out or procure that they are carried out in accordance with the timescales specified in the **Construction Agreement**. Should the timescales within the **Construction Agreement** require revision as a result of **Third Party Works**, the provisions of 6.37.6 shall apply in the first instance.

6.37.3 **The Company** shall as much as reasonably possible support both the **Third Party Works Requesting User** and **Third Party Works Affected User** where possible in carrying out or procuring that the **Third Party Works** are carried out.

6.37.4 The **Third Party Works Affected User** shall have 70 business days from receipt of written request from a **Third Party Works Requesting User** to confirm the required **Third Party Works**. The form of this written request shall be as determined by the **Third Party Works Affected User** acting reasonably. This may be extended if agreed in writing between both the **Third Party Works Affected User** and **Third Party Works Requesting User**. The **Third Party Works Affected User** may request supporting data from **The Company** and/or the **Third Party Works Affected User** to determine the **Third Party Works** with any reasonable costs being reimbursed by the **Third Party Works Requesting User**.

6.37.5 Should the **Third Party Works Affected User** not provide details (substantially in the form of a contract or agreement) of the **Third Party Works** in line with paragraph 6.37.4, the **Third Party Works Requesting User** may raise a dispute against the **Third Party Works Affected User** in line with **CUSC** Sections 7.4 and 7.5.

6.37.6 Following confirmation of the **Third Party Works** by **The Third Party Works Affected User**, the **Third Party Works Requesting User** shall notify **The Company** in writing and;

- **The Company** shall make any updates to the **Construction Agreement** should only the **Construction Programme** require changes, or
- The **Third Party Works Requesting User** shall submit a **Modification Application** as soon as possible as per **CUSC** Section 6.9.2 should the

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Construction Works in the **Construction Agreement** require changes, unless

- **The Company** has requested specific **Third Party Works**, in which case the **Modification Notification** provisions of **CUSC** Section 6.9.3 shall be used to update the **Construction Agreement** and/or **Bilateral Agreement**.

6.37.7 The **Third Party Works Requesting User** shall confirm to **The Company** that **Third Party Works** have been completed. Where requested to do so by **The Company**, the **Third Party Works Requesting User** shall use their reasonable endeavours to provide written confirmation from the **Third Party Works Affected Party** that the **Third Party Works** have been completed.

~~6.37.26.37.8~~ Notwithstanding paragraphs 6.37.1 to 6.37.7, if **The Company** considers **Third Party Works** within a **Construction Agreement** shall be better coordinated across multiple **Third Party Works Affected Users, National Electricity Transmission System Users or Relevant Transmission Licensees**, **The Company** shall create a cost-benefit analysis of options. This cost-benefit analysis shall use a standard cost-benefit analysis methodology as published by **The Company** with the input of all interested parties. **The Company** shall confirm in writing to the **Third Party Works Affected User(s), Third Party Works Requesting User(s) and Relevant Transmission Licensees** when **The Company** intends to use this cost-benefit analysis approach and the provisions of this 6.37 shall only apply at the conclusion of the cost-benefit analysis.