SCHEDULE 17

Original Non-Contestable Works Prices

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1. DEFINITIONS

In each part of this schedule 17 (*Original Non-Contestable Works Prices*) the following expressions (in addition to those specified in schedule 1 (*Definitions, Interpretation & Construction*) of this Contract) shall, save where the context or the express provisions of this Contract otherwise requires or admits, have the following meanings:

"Connection" means a connection to the distribution system of a DNO;

"Connections Review" shall have the meaning given to it in paragraph 2.1 of this schedule 17 (*Original Non-Contestable Works Prices*);

"DNO" means a distribution network operator within the meaning of part 1 of the Electricity Act 1989 as amended by the Utilities Act 2000;

"Non-Contestable Works Saving" shall mean fifty per cent (50 %) of the amount of the reduction of the price of the Original Non-Contestable Works as set out in table 1 in paragraph 4 of this schedule 17 (*Original Non-Contestable Works Prices*);

"Original Non-Contestable Works" means Non-Contestable Works which the Base Case assumes will be taken pursuant to this Contract, the prices for which are set out in Table 1 of paragraph 4 of this schedule 17 (*Original Non-Contestable Works Prices*);

"Transfer" means a transfer of the electricity supply from Apparatus which has been removed to New Apparatus;

2. CONNECTIONS REVIEW PROCEDURE

2.1 Connections Review

Within ten (10) Business Days of each anniversary of the Service Commencement Date which falls within the Core Investment Programme Period, the Service Provider shall complete a review of the terms upon which it receives the Original Non-Contestable Works (the **"Connections Review"**).

2.2 Report on Original Non-Contestable Works

The Service Provider shall submit a written report to the Authority no later than five (5) Business Days after the completion of each Connections Review, which shall:

2.2.1 contain details of, and comment on, the outcome of the Connections Review, having due regard to issues of quality, health and safety, operational resources and capabilities; and

2.2.2 set out the most economically advantageous terms to the Authority upon which the Service Provider would be able to procure or carry out the Original Non-Contestable Works up to the next succeeding Connections Review or (if earlier) for the remainder of the Core Investment Programme Period.

2.3 Ongoing Non-Contestable Works

The Service Provider shall alter the terms upon which it receives any Original Non-Contestable Works and the provisions of paragraph 3 shall apply.

3. ALTERATION OF TERMS

3.1 Review of Base Case

If the Service Provider changes the terms upon which it receives the Original Non-Contestable Works such that the price of the Original Non-Contestable Works is less than the relevant amounts set out in Table 1 in paragraph 4:

3.1.1 the Service Provider shall (unless the Authority agrees otherwise in writing that such changes are de minimis), review the Base Case Financial Model in accordance with schedule 5 (*Base Case*) to reflect the Non-Contestable Works Saving. Such revision shall take effect on the date the revised terms come into effect;

3.1.2 the Service Provider shall provide such information as the Authority reasonably requires to substantiate any calculations made in accordance with this paragraph 3.1.

3.2 No Increase in Unitary Charge

Notwithstanding any of the matters set out in this schedule 17 (*Original Non-Contestable Works Prices*), in no circumstances shall the Unitary Charge be increased as a result of any Connections Review.

4. PRICES OF ORIGINAL NON-CONTESTABLE WORKS

The prices for the Original Non-Contestable Works are as set out in Table 1 below.

Table 1

Original Non-Contestable Works	**Cost (£) (Indexed)**
Connection	[redacted]
Disconnection	To be provided by an independent connections provider and classed as contestable works
Transfer	To be provided by an independent connections provider and classed as contestable works

The rates are exclusive of the Service Provider's overhead risk and profit (VAT).