

1990 No. 1490

**ELECTRICITY**

**The Electricity (Restrictive Trade Practices Act 1976)  
(Exemptions) (No. 3) Order 1990**

<i>Made - - - -</i>	<i>23rd July 1990</i>
<i>Laid before Parliament</i>	<i>25th July 1990</i>
<i>Coming into force</i>	<i>15th August 1990</i>

The Secretary of State for Trade and Industry, in exercise of the powers conferred on him by section 100(2)(b) of the Electricity Act 1989(a) and after consultation with the Director General of Electricity Supply and the Director General of Fair Trading (b), hereby makes the following Order:-

**Citation, commencement and interpretation**

1.—(1) This Order may be cited as the Electricity (Restrictive Trade Practices Act 1976) (Exemptions) (No. 3) Order 1990 and shall come into force on 15th August 1990.

(2) In this Order -

“the 1976 Act” means the Restrictive Trade Practices Act 1976(c) and “agreement”, “information provision” and “restriction” have the same meanings as in that Act;

“the 1989 Act” means the Electricity Act 1989;

“the Department” means the Department of Trade and Industry; and

“public electricity supplier” has the same meaning as in Part I of the 1989 Act.

(3) Any reference in the Schedule to this Order to an agreement includes a reference to that agreement as subsequently varied or amended by any agreement to which any of paragraphs 79 to 82 in Part II of that Schedule applies.

**Exemptions from the 1976 Act**

2. Agreements relating to the generation, transmission or supply of electricity which are specified in Part I of the Schedule to this Order and such agreements which meet any of the descriptions of agreements specified in Part II of that Schedule and satisfy the condition specified therein in connection with the relevant description are specified as agreements to which, by virtue of section 100(2) of the 1989 Act, the 1976 Act does not apply and is deemed never to have applied.

23rd July 1990

*John Redwood*  
Parliamentary Under Secretary of State,  
Department of Trade and Industry

# SCHEDULE

Article 2

## AGREEMENTS EXEMPT FROM THE 1976 ACT

### PART I

#### SPECIFIED AGREEMENTS

1. The agreement entitled Pooling and Settlement Agreement for the Electricity Industry in England and Wales and dated 30th March 1990 between National Power PLC, PowerGen plc, Nuclear Electric plc, British Nuclear Fuels plc, The National Grid Company plc (Pumped Storage Business Division), Electricite de France, Service National, Scottish Power plc, Scottish Hydro-Electric plc, The United Kingdom Atomic Energy Authority, Central Power Limited, Eastern Electricity plc, East Midlands Electricity plc, London Electricity plc, Manweb plc, Midlands Electricity plc, Northern Electric plc, NORWEB plc, SEEBOARD plc, Southern Electric plc, South Wales Electricity plc, South Western Electricity plc, Yorkshire Electricity Group plc, NGC Settlements Limited (as Settlement System Administrator), Energy Pool Funds Administration Limited (as Pool Funds Administrator) and The National Grid Company plc (as Grid Operator and Ancillary Services Provider).
2. The agreement entitled Initial Settlement Agreement for the Electricity Industry in England and Wales and dated 30th March 1990 between National Power PLC, PowerGen plc, Nuclear Electric plc, British Nuclear Fuels plc, The National Grid Company plc (Pumped Storage Business Division), Electricite de France, Service National, Scottish Power plc, Scottish Hydro-Electric plc, The United Kingdom Atomic Energy Authority, Central Power Limited, Eastern Electricity plc, East Midlands Electricity plc, London Electricity plc, Manweb plc, Midlands Electricity plc, Northern Electric plc, NORWEB plc, SEEBOARD plc, Southern Electric plc, South Wales Electricity plc, South Western Electricity plc, Yorkshire Electricity Group plc, NGC Settlements Limited (as Settlement System Administrator), Energy Pool Funds Administration Limited (as Pool Funds Administrator) and The National Grid Company plc (as Grid Operator and Ancillary Services Provider).
3. The agreement entitled Funds Transfer Agreement for the Electricity Industry in England and Wales and dated 30th March 1990 between Energy Pool Funds Administration Limited (as Pool Funds Administrator), Barclays Bank plc (as Pool Banker), National Power PLC, PowerGen plc, Nuclear Electric plc, British Nuclear Fuels plc, The National Grid Company plc (Pumped Storage Business Division), Electricite de France, Service National, Scottish Power plc, Scottish Hydro-Electric plc, The United Kingdom Atomic Energy Authority, Central Power Limited, Eastern Electricity plc, East Midlands Electricity plc, London Electricity plc, Manweb plc, Midlands Electricity plc, Northern Electric plc, NORWEB plc, SEEBOARD plc, Southern Electric plc, South Wales Electricity plc, South Western Electricity plc, Yorkshire Electricity Group plc and The National Grid Company plc (as Ancillary Services Provider).
4. The agreement entitled Umbrella Agreement and dated 30th March 1990 between National Power PLC, PowerGen plc, Nuclear Electric plc, Eastern Electricity plc, East Midlands Electricity plc, London Electricity plc, Manweb plc, Midlands Electricity plc, Northern Electric plc, NORWEB plc, SEEBOARD plc, Southern Electric plc, South Wales Electricity plc, South Western Electricity plc and Yorkshire Electricity Group plc.
5. The agreement which is –
  - (a) entitled Agreement between Public Electricity Suppliers Relating to an Umbrella Agreement dated 30th March 1990 between Nuclear Electric plc, National Power PLC, PowerGen plc and the Public Electricity Suppliers There Listed;
  - (b) dated 30th March 1990; and
  - (c) made between Eastern Electricity plc, East Midlands Electricity plc, London Electricity plc, Manweb plc, Midlands Electricity plc, Northern Electric plc, NORWEB plc, SEEBOARD plc, Southern Electric plc, South Wales Electricity plc, South Western Electricity plc and Yorkshire Electricity Group plc.
6. The agreement entitled Contract Relating to Capacity and Output from Nuclear Stations and dated 30th March 1990 between Nuclear Electric plc and Non-Fossil Purchasing Agency Limited (as agent for and on behalf of the public electricity suppliers of England and Wales).
7. The agreement entitled Contract Relating to Capacity and Output from Nuclear Station at Winfrith, Dorset and dated 30th March 1990 between The United Kingdom Atomic Energy Authority and Non-Fossil Purchasing Agency Limited (as agent for and on behalf of the public electricity suppliers of England and Wales).

8. The agreement entitled Contract Relating to Capacity and Output from Nuclear Station at Calder Hall and dated 30th March 1990 between British Nuclear Fuels plc and Non-Fossil Purchasing Agency Limited (as agent for and on behalf of the public electricity suppliers of England and Wales).
9. The Memorandum and Articles of Association of Non-Fossil Purchasing Agency Limited.
10. The agreement entitled Subscription and Shareholders' Agreement for Non-Fossil Purchasing Agency Limited and dated 30th March 1990 between Eastern Electricity plc, East Midlands Electricity plc, London Electricity plc, Manweb plc, Midlands Electricity plc, Northern Electric plc, NORWEB plc, SEEBOARD plc, Southern Electric plc, South Wales Electricity plc, South Western Electricity plc, Yorkshire Electricity Group plc and Non-Fossil Purchasing Agency Limited.
11. The agreement entitled Agency Agreement Concerning Qualifying Arrangements for the Purchase of Non Fossil Generated Power and The Fossil Fuel Levy and dated 30th March 1990 between Eastern Electricity plc, East Midlands Electricity plc, London Electricity plc, Manweb plc, Midlands Electricity plc, Northern Electric plc, NORWEB plc, SEEBOARD plc, Southern Electric plc, South Wales Electricity plc, South Western Electricity plc, Yorkshire Electricity Group plc and Non-Fossil Purchasing Agency Limited.
12. The agreement entitled Direction and Request to the Director General of Electricity Supply and dated 30th March 1990 between Eastern Electricity plc, East Midlands Electricity plc, London Electricity plc, Manweb plc, Midlands Electricity plc, Northern Electric plc, NORWEB plc, SEEBOARD plc, Southern Electric plc, South Wales Electricity plc, South Western Electricity plc, Yorkshire Electricity Group plc, Non-Fossil Purchasing Agency Limited and the Director General of Electricity Supply.
13. The agreement entitled The British Grid Systems Agreement and dated 30th March 1990 between The National Grid Company plc, Scottish Hydro-Electric plc and Scottish Power plc.
14. The agreement entitled Ancillary Services Agreement and dated 30th March 1990 between The National Grid Company plc and Scottish Hydro-Electric plc.
15. The agreement entitled Ancillary Services Agreement and dated 30th March 1990 between The National Grid Company plc and Scottish Power plc.
16. The agreement entitled Use of Interconnector Agreement (Scotland) and dated 30th March 1990 between The National Grid Company plc, Scottish Hydro-Electric plc and Scottish Power plc.
17. The agreement entitled User Agreement Relating to the NGC Interconnector Circuits (Scotland) and dated 30th March 1990 between The National Grid Company plc and British Nuclear Fuels plc.
18. The agreement entitled Protocol Establishing the Framework and Procedures for the Various Commercial Agreements Made Possible by a New Direct Current Link of 2000MW Capacity and dated 16th June 1981 between the Central Electricity Generating Board and Electricite de France, Service National.
19. The agreement entitled Procedures for the Operation of the Cross Channel Link and dated 3rd April 1989 between the Central Electricity Generating Board and Electricite de France, Service National.
20. The agreement entitled Interconnector Agreement (France) and dated 30th March 1990 between The National Grid Company plc and Electricite de France, Service National.
21. The agreement entitled Interim Operating Procedure for Operation of the Cross Channel Link and dated 30th March 1990 between The National Grid Company plc and Electricite de France, Service National.
22. The agreement entitled Agreement Relating to Continental Europe Interconnector and dated 30th March 1990 between The National Grid Company plc and Eastern Electricity plc.
23. The agreement entitled Agreement Relating to Continental Europe Interconnector and dated 30th March 1990 between The National Grid Company plc and East Midlands Electricity plc.

24. The agreement entitled Agreement Relating to Continental Europe Interconnector and dated 30th March 1990 between The National Grid Company plc and London Electricity plc.
25. The agreement entitled Agreement Relating to Continental Europe Interconnector and dated 30th March 1990 between The National Grid Company plc and Manweb plc.
26. The agreement entitled Agreement Relating to Continental Europe Interconnector and dated 30th March 1990 between The National Grid Company plc and Midlands Electricity plc.
27. The agreement entitled Agreement Relating to Continental Europe Interconnector and dated 30th March 1990 between The National Grid Company plc and Northern Electric plc.
28. The agreement entitled Agreement Relating to Continental Europe Interconnector and dated 30th March 1990 between The National Grid Company plc and NORWEB plc.
29. The agreement entitled Agreement Relating to Continental Europe Interconnector and dated 30th March 1990 between The National Grid Company plc and SEEBOARD plc.
30. The agreement entitled Agreement Relating to Continental Europe Interconnector and dated 30th March 1990 between The National Grid Company plc and Southern Electric plc.
31. The agreement entitled Agreement Relating to Continental Europe Interconnector and dated 30th March 1990 between The National Grid Company plc and South Wales Electricity plc.
32. The agreement entitled Agreement Relating to Continental Europe Interconnector and dated 30th March 1990 between The National Grid Company plc and South Western Electricity plc.
33. The agreement entitled Agreement Relating to Continental Europe Interconnector and dated 30th March 1990 between The National Grid Company plc and Yorkshire Electricity Group plc.
34. The agreement entitled Participation Agreement Relating to the Supply of Electricity through the Interconnector from France and dated 30th March 1990 between Eastern Electricity plc, East Midlands Electricity plc, London Electricity plc, Manweb plc, Midlands Electricity plc, Northern Electric plc, NORWEB plc, SEEBOARD plc, Southern Electric plc, South Wales Electricity plc, South Western Electricity plc and Yorkshire Electricity Group plc.
35. The agreement entitled Contract Relating to Output from Non-Fossil Generating Station in France across an Interconnector and dated 30th March 1990 between Electricite de France, Service National and Eastern Electricity plc.
36. The agreement entitled Contract Relating to Output from Non-Fossil Generating Station in France across an Interconnector and dated 30th March 1990 between Electricite de France, Service National and London Electricity plc.
37. The agreement entitled Contract Relating to Output from Non-Fossil Generating Station in France across an Interconnector and dated 30th March 1990 between Electricite de France, Service National and NORWEB plc.
38. The agreement entitled Contract Relating to Output from Non-Fossil Generating Station in France across an Interconnector and dated 30th March 1990 between Electricite de France, Service National and SEEBOARD plc.
39. The agreement entitled Contract Relating to Output from Non-Fossil Generating Station in France across an Interconnector and dated 30th March 1990 between Electricite de France, Service National and Southern Electric plc.
40. The agreement entitled Contract Relating to Output from Non-Fossil Generating Station in France across an Interconnector and dated 30th March 1990 between Electricite de France, Service National and South Western Electricity plc.
41. The agreement dated 20th March 1974 between The United Kingdom Atomic Energy Authority and the North of Scotland Hydro-Electric Board relating to the supply of electricity to and from the Dounreay Establishment.

42. The agreement entitled Cable Systems Maintenance Agreement and dated 1st February 1984 between Pirelli Construction Company Limited and the Central Electricity Generating Board (acting for itself and as authorised agent for and on behalf of Area Electricity Boards in England and Wales).

43. The agreement entitled Cable Systems Maintenance Agreement and dated 1st February 1984 between Balfour Kilpatrick Limited UK Division and the Central Electricity Generating Board (acting for itself and as authorised agent for and on behalf of Area Electricity Boards in England and Wales).

44. The agreement entitled Submarine Power Cable Maintenance Agreement and dated 30th March 1990 between the North of Scotland Hydro-Electric Board, the Southern Electricity Board, the South Western Electricity Board and Balfour Beatty Power Limited.

45. The agreement entitled Scottish Cable Maintenance Agreement, made between the North of Scotland Hydro-Electric Board, the South of Scotland Electricity Board and Pirelli Enfield Supertension Cables Limited and signed by the parties thereto on 17th October 1972, 2nd November 1972 and 10th November 1972.

46. The agreement entitled Scottish Cable Maintenance Agreement, made between the North of Scotland Hydro-Electric Board, the South of Scotland Electricity Board and British Insulated Callender's Cables Limited and signed by the parties thereto on 24th October 1972, 2nd November 1972 and 10th November 1972.

47. The Memorandum and Articles of Association of St Clements Services Limited.

48. The agreement entitled Subscription and Shareholders' Agreement for St Clements Services Limited and dated 21st June 1990 between Eastern Electricity plc, East Midlands Electricity plc, London Electricity plc, Manweb plc, Midlands Electricity plc, Northern Electric plc, NORWEB plc, SEEBOARD plc, Southern Electric plc, South Wales Electricity plc, South Western Electricity plc, Yorkshire Electricity Group plc and St Clements Services Limited.

49. The agreement entitled Supplemental Agreement to Subscription and Shareholders' Agreement for St Clements Services Limited and dated 28th June 1990 between Eastern Electricity plc, East Midlands Electricity plc, London Electricity plc, Manweb plc, Midlands Electricity plc, Northern Electric plc, NORWEB plc, SEEBOARD plc, Southern Electric plc, South Wales Electricity plc, South Western Electricity plc, Yorkshire Electricity Group plc and St Clements Services Limited.

50. The agreement entitled Copyright Licence for ECMS Software and dated 28th June 1990 between Eastern Electricity plc, East Midlands Electricity plc, London Electricity plc, Manweb plc, Midlands Electricity plc, Northern Electric plc, NORWEB plc, SEEBOARD plc, Southern Electric plc, South Wales Electricity plc, South Western Electricity plc, Yorkshire Electricity Group plc and St Clements Services Limited.

51. The agreement entitled Management Agreement for St Clements Services Limited and dated 20th July 1990 between St Clements Services Limited and Price Waterhouse.

52. The agreement entitled Advisory Agreement for St Clements Services Limited and dated 20th July 1990 between St Clements Services Limited and Price Waterhouse.

53. The agreement dated 3rd July 1990 between NGC Settlements Limited, St Clements Services Limited and Price Waterhouse relating to the granting of a licence for the use of Loss of Load Probability (LOLP) computer software products.

54. The agreement dated 23rd July 1990 between St Clements Services Limited and Price Waterhouse relating to the Loss of Load Probability (LOLP) Project.

55. The agreement dated 3rd July 1990 between Energy Management Associates, Inc and St Clements Services Limited relating to the granting of a licence for the use of PROMOD III Half-Hourly Reliability Analysis System computer software products.

56. The agreement entitled PROMOD III Half-Hourly Reliability Analysis System Confidentiality Disclosure Agreement and dated 16th July 1990 between Energy Management Associates, Inc and Price Waterhouse.

57. The agreement entitled PROMOD III Confidentiality Disclosure Agreement and dated 23rd July 1990 between Energy Management Associates, Inc and Eastern Electricity plc.
58. The agreement entitled PROMOD III Confidentiality Disclosure Agreement and dated 23rd July 1990 between Energy Management Associates, Inc and East Midlands Electricity plc.
59. The agreement entitled PROMOD III Confidentiality Disclosure Agreement and dated 23rd July 1990 between Energy Management Associates, Inc and London Electricity plc.
60. The agreement entitled PROMOD III Confidentiality Disclosure Agreement and dated 23rd July 1990 between Energy Management Associates, Inc and Manweb plc.
61. The agreement entitled PROMOD III Confidentiality Disclosure Agreement and dated 23rd July 1990 between Energy Management Associates, Inc and Midlands Electricity plc.
62. The agreement entitled PROMOD III Confidentiality Disclosure Agreement and dated 23rd July 1990 between Energy Management Associates, Inc and Northern Electric plc.
63. The agreement entitled PROMOD III Confidentiality Disclosure Agreement and dated 23rd July 1990 between Energy Management Associates, Inc and NORWEB plc.
64. The agreement entitled PROMOD III Confidentiality Disclosure Agreement and dated 23rd July 1990 between Energy Management Associates, Inc and SEEBOARD plc.
65. The agreement entitled PROMOD III Confidentiality Disclosure Agreement and dated 23rd July 1990 between Energy Management Associates, Inc and Southern Electric plc.
66. The agreement entitled PROMOD III Confidentiality Disclosure Agreement and dated 23rd July 1990 between Energy Management Associates, Inc and South Wales Electricity plc.
67. The agreement entitled PROMOD III Confidentiality Disclosure Agreement and dated 23rd July 1990 between Energy Management Associates, Inc and South Western Electricity plc.
68. The agreement entitled PROMOD III Confidentiality Disclosure Agreement and dated 23rd July 1990 between Energy Management Associates, Inc and Yorkshire Electricity Group plc.

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## PART II

### DESCRIPTIONS OF AGREEMENTS

- 69.—(1) Any agreement which constitutes an Accession Agreement made pursuant to Clause 3 of the agreement specified in paragraph 1 in Part I of this Schedule.
- (2) The condition which must be satisfied by an agreement of a description specified in subparagraph (1) above is that either –
- (a) it is in the terms of a draft of which a copy is provided to the Department before the date on which the agreement is made; or
  - (b) it contains a provision that any restrictions or information provisions which it contains shall not take effect or shall cease to have effect –
    - (i) if a copy of the agreement is not provided to the Department within 28 days of the date on which the agreement is made, or
    - (ii) if, within 28 days of the provision of the copy, the Department gives notice of objection to the party providing it.
- 70.—(1) Any agreement which constitutes an Escrow Agreement made pursuant to Clause 41 of the agreement specified in paragraph 1 in Part I of this Schedule.
- (2) The condition which must be satisfied by an agreement of a description specified in subparagraph (1) above is that –
- (a) it is in, or is substantially in, the form of agreement set out in Schedule 7 to the agreement specified in paragraph 1 in Part I of this Schedule; or
  - (b) it is in the terms of a draft of which a copy is provided to the Department before the date on which the agreement is made; or

- (c) it contains a provision that any restrictions or information provisions which it contains shall not take effect or shall cease to have effect
  - (i) if a copy of the agreement is not provided to the Department within 28 days of the date on which the agreement is made, or
  - (ii) if, within 28 days of the provision of the copy, the Department gives notice of objection to the party providing it.

71.—(1) Any agreement which constitutes an Accession Agreement made pursuant to Clause 3 of the agreement specified in paragraph 2 in Part I of this Schedule.

(2) The condition which must be satisfied by an agreement of a description specified in subparagraph (1) above is that either –

- (a) it is in the terms of a draft of which a copy is provided to the Department before the date on which the agreement is made; or
- (b) it contains a provision that any restrictions or information provisions which it contains shall not take effect or shall cease to have effect –
  - (i) if a copy of the agreement is not provided to the Department within 28 days of the date on which the agreement is made, or
  - (ii) if, within 28 days of the provision of the copy, the Department gives notice of objection to the party providing it.

72.—(1) Any agreement which constitutes an Accession Agreement made pursuant to Clause 10 of the agreement specified in paragraph 3 in Part I of this Schedule.

(2) The condition which must be satisfied by an agreement of a description specified in subparagraph (1) above is that either –

- (a) it is in the terms of a draft of which a copy is provided to the Department before the date on which the agreement is made; or
- (b) it contains a provision that any restrictions or information provisions which it contains shall not take effect or shall cease to have effect –
  - (i) if a copy of the agreement is not provided to the Department within 28 days of the date on which the agreement is made, or
  - (ii) if, within 28 days of the provision of the copy, the Department gives notice of objection to the party providing it.

73.—(1) Any agreement, other than one of the agreements specified in paragraphs 6 to 8 in Part I of this Schedule –

- (a) which is entered into by two or more public electricity suppliers acting jointly or by Non-Fossil Purchasing Agency Limited as agent for and on behalf of public electricity suppliers (whether or not it is also entered into by Non-Fossil Purchasing Agency Limited acting for itself); and
- (b) which relates to the purchase of the whole or any part of the capacity and output of a non-fossil fuel generating station, as defined in section 33(8) of the 1989 Act, or of more than one such station; and
- (c) which constitutes the whole or any part of any qualifying arrangements for the purposes of section 33 of the 1989 Act,

and any other agreement which forms part of the same qualifying arrangements and which does not contain any further restrictions or information provisions.

(2) The condition which must be satisfied by an agreement of a description specified in subparagraph (1) above is that either –

- (a) it is in the terms of a draft of which a copy is provided to the Department before the date on which the agreement is made; or
- (b) it contains a provision that any restrictions or information provisions which it contains shall not take effect or shall cease to have effect –
  - (i) if a copy of the agreement is not provided to the Department within 28 days of the date on which the agreement is made, or
  - (ii) if, within 28 days of the provision of the copy, the Department gives notice of objection to the party providing it.

74.—(1) Any agreement –

- (a) which is entered into by two or more public electricity suppliers acting jointly or by Non-Fossil Purchasing Agency Limited as agent for and on behalf of public electricity suppliers (whether or not it is also entered into by Non-Fossil Purchasing Agency Limited acting for itself); and

- (b) which relates to the purchase of the whole or any part of the capacity and output of a non-fossil fuel generating station, as defined in section 33(8) of the 1989 Act, or of more than one such station; and
- (c) evidence of the making of which has been furnished to the Director General of Electricity Supply in pursuance of an order under section 32 of the 1989 Act and in respect of which he has not expressed a view that the agreement does not constitute the whole or any part of any qualifying arrangements for the purposes of section 33 of that Act.

(2) The condition which must be satisfied by an agreement of a description specified in subparagraph (1) above is that it contains a provision that any restrictions or information provisions which it contains shall not take effect –

- (a) unless and until the Director General of Electricity Supply expresses a view that the agreement constitutes the whole or any part of any qualifying arrangements for the purposes of section 33 of the 1989 Act; and
- (b) unless a copy of the agreement is provided to the Department within 28 days of the date on which the agreement is made.

75.—(1) Any agreement which is

- (a) entered into by the Director General of Electricity Supply and by one or more public electricity suppliers (whether or not there is any other party to the agreement); and
- (b) made wholly or partly for the purpose of satisfying requirements prescribed under section 33(8) of the 1989 Act in relation to qualifying arrangements.

(2) The condition which must be satisfied by an agreement of a description specified in subparagraph (1) above is that either –

- (a) it is in the terms of a draft of which a copy is provided to the Department before the date on which the agreement is made; or
- (b) it contains a provision that any restrictions or information provisions which it contains shall not take effect or shall cease to have effect
  - (i) if a copy of the agreement is not provided to the Department within 28 days of the date on which the agreement is made, or
  - (ii) if, within 28 days of the provision of the copy, the Department gives notice of objection to the party providing it.

76.—(1) Any agreement which –

- (a) is made between Scottish Hydro-Electric plc or Scottish Power plc, or both of them, on the one hand and a User as defined in the agreement specified in paragraph 16 in Part I of this Schedule on the other;
- (b) relates to the use by that User of the NGC Interconnector Circuits as defined in the agreement referred to in subparagraph (1)(a) above; and
- (c) is made pursuant to Clause 6 of the agreement referred to in subparagraph (1)(a) above.

(2) The condition which must be satisfied by an agreement of a description specified in subparagraph (1) above is that either

- (a) it is in the terms of a draft of which a copy is provided to the Department not less than 21 days before the date on which the agreement is made and in respect of which the Department does not, within 21 days of the provision of the copy, give notice of objection to the party providing it; or
- (b) it contains a provision that any restrictions or information provisions which it contains shall not take effect or shall cease to have effect –
  - (i) if a copy of the agreement is not provided to the Department within 14 days of the date on which the agreement is made, or
  - (ii) if, within 28 days of the provision of the copy, the Department gives notice of objection to the party providing it.

77.—(1) Any agreement which –

- (a) is made between The National Grid Company plc and a User as defined in the agreement specified in paragraph 16 in Part I of this Schedule who has entered into an agreement of a description specified in paragraph 76 above; and
- (b) relates to the use by that User of the NGC Interconnector Circuits as defined in the agreement specified in paragraph 16 in Part I of this Schedule.

(2) The condition which must be satisfied by an agreement of a description specified in subparagraph (1) above is that either –



- (a) it is in the terms of a draft of which a copy is provided to the Department not less than 21 days before the date on which the agreement is made and in respect of which the Department does not, within 21 days of the provision of the copy, give notice of objection to the party providing it; or
- (b) it contains a provision that any restrictions or information provisions which it contains shall not take effect or shall cease to have effect –
  - (i) if a copy of the agreement is not provided to the Department within 14 days of the date on which the agreement is made, or
  - (ii) if, within 28 days of the provision of the copy, the Department gives notice of objection to the party providing it.

**78.—**(1) Any agreement made between Scottish Power plc and Scottish Hydro-Electric plc which constitutes the access and allocation code referred to in Clause 6 of the agreement specified in paragraph 16 in Part I of this Schedule.

(2) The condition which must be satisfied by an agreement of a description specified in subparagraph (1) above is that either

- (a) it is in the terms of a draft of which a copy is provided to the Department before the date on which the agreement is made; or
- (b) it contains a provision that any restrictions or information provisions which it contains shall not take effect or shall cease to have effect –
  - (i) if a copy of the agreement is not provided to the Department within 28 days of the date on which the agreement is made, or
  - (ii) if, within 28 days of the provision of the copy, the Department gives notice of objection to the party providing it.

**79.—**(1) Any agreement which constitutes a variation of or an amendment to any one of more of the agreements specified in paragraphs 1 to 3 and 6 to 15 in Part I of this Schedule or which constitutes a variation of or an amendment to any other agreement to which this paragraph applies.

(2) The condition which must be satisfied by an agreement of a description specified in subparagraph (1) above is that –

- (a) it does not add to or extend any restrictions or information provisions contained in the agreement which it varies or amends; or
- (b) it is in the terms of a draft of which a copy is provided to the Department before the date on which the agreement is made; or
- (c) it contains a provision that any restrictions or information provisions which it contains or any provision adding to or extending any restrictions or information provisions contained in the agreement which it varies or amends shall not take effect or shall cease to have effect –
  - (i) if a copy of the agreement is not provided to the Department within 28 days of the date on which the agreement is made, or
  - (ii) if, within 28 days of the provision of the copy, the Department gives notice of objection to the party providing it.

**80.—**(1) Any agreement which constitutes a variation of or an amendment to any one or more of the agreements specified in paragraphs 4, 5 and 16 to 68 in Part I of this Schedule or which constitutes a variation of or an amendment to any other agreement to which this paragraph applies.

(2) The condition which must be satisfied by an agreement of a description specified in subparagraph (1) above is that –

- (a) it does not add to or extend any restrictions or information provisions contained in the agreement which it varies or amends; or
- (b) it is in the terms of a draft of which a copy is provided to the Department not less than 21 days before the date on which the agreement is made and in respect of which the Department does not, within 21 days of the provision of the copy, give notice of objection to the party providing it; or
- (c) it contains a provision that any restrictions or information provisions which it contains or any provision adding to or extending any restrictions or information provisions contained in the agreement which it varies or amends shall not take effect or shall cease to have effect–
  - (i) if a copy of the agreement is not provided to the Department within 14 days of the date on which the agreement is made, or
  - (ii) if, within 28 days of the provision of the copy, the Department gives notice of objection to the party providing it.

**81.—(1)** Any agreement which constitutes a variation of or an amendment to any agreement to which any of paragraphs 69 to 75 and 78 in Part II of this Schedule applies or which constitutes a variation of or an amendment to any other agreement to which this paragraph applies.

(2) The condition which must be satisfied by an agreement of a description specified in subparagraph (1) above is that –

- (a) it does not add to or extend any restrictions or information provisions contained in the agreement which it varies or amends; or
- (b) it is in the terms of a draft of which a copy is provided to the Department before the date on which the agreement is made; or
- (c) it contains a provision that any restrictions or information provisions which it contains or any provision adding to or extending any restrictions or information provisions contained in the agreement which it varies or amends shall not take effect or shall cease to have effect –
  - (i) if a copy of the agreement is not provided to the Department within 28 days of the date on which the agreement is made, or
  - (ii) if, within 28 days of the provision of the copy, the Department gives notice of objection to the party providing it.

**82.—(1)** Any agreement which constitutes a variation of or an amendment to any agreement to which paragraph 76 or 77 in Part II of this Schedule applies or which constitutes a variation of or an amendment to any other agreement to which this paragraph applies.

(2) The condition which must be satisfied by an agreement of a description specified in subparagraph (1) above is that

- (a) it does not add to or extend any restrictions or information provisions contained in the agreement which it varies or amends; or
- (b) it is in the terms of a draft of which a copy is provided to the Department not less than 21 days before the date on which the agreement is made and in respect of which the Department does not, within 21 days of the provision of the copy, give notice of objection to the party providing it; or
- (c) it contains a provision that any restrictions or information provisions which it contains or any provision adding to or extending any restrictions or information provisions contained in the agreement which it varies or amends shall not take effect or shall cease to have effect –
  - (i) if a copy of the agreement is not provided to the Department within 14 days of the date on which the agreement is made, or
  - (ii) if, within 28 days of the provision of the copy, the Department gives notice of objection to the party providing it.

**83.—(1)** Any novation agreement, and any agreement resulting therefrom, by which any company which is owned, or is directly or indirectly controlled, by the Secretary of State is substituted for Nuclear Electric plc in any agreement to which any of the other paragraphs of this Schedule applies.

(2) The condition which must be satisfied by an agreement of a description specified in subparagraph (1) above is that –

- (a) it does not add to or extend any restrictions or information provisions contained in the agreement which it novates or in respect of which it is a novation; or
- (b) it is in the terms of a draft of which a copy is provided to the Department before the date on which the agreement is made; or
- (c) it contains a provision that any restrictions or information provisions which it contains or any provision adding to or extending any restrictions or information provisions contained in the agreement which it novates or in respect of which it is a novation shall not take effect or shall cease to have effect –
  - (i) if a copy of the agreement is not provided to the Department within 28 days of the date on which the agreement is made, or
  - (ii) if, within 28 days of the provision of the copy, the Department gives notice of objection to the party providing it.

## EXPLANATORY NOTE

*(This note is not part of the Order)*

This Order specifies agreements and descriptions of agreements relating to the generation, transmission or supply of electricity to which the Restrictive Trade Practices Act 1976 ("the 1976 Act") is deemed not to apply and never to have applied. By virtue of section 100 (1) of the Electricity Act 1989 electricity is treated as goods for the purposes of the 1976 Act. This Order provides that the agreements specified in Part I of the Schedule to the Order, together with agreements meeting any of the descriptions specified in Part II of the Schedule and satisfying the relevant condition specified therein, will nevertheless fall outside the provisions of the 1976 Act.