STATUTORY INSTRUMENTS

1990 No. 1319

ELECTRICITY

The Electricity (Restrictive Trade Practices Act 1976) (Exemptions) (No.2) Order 1990

Made - - - -	*28th June 1990*
Laid before Parliament	*29th June 1990*
Coming into force	*30th June 1990*

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.2) Order 1990 and shall come into force on 30th June 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; and

"the Department" means the Department of Trade and Industry.

(3) Any reference in the Schedule to this Order to an agreement is a reference to that agreement as subsequently varied or amended by any agreement to which paragraph 48, 53 or 54 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.

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

28th June 1990

(a) 1989 c.29. **(b)** *See* section 100(3) of the Electricity Act 1989. **(c)** 1976 c.34.

SCHEDULE

Article 2

AGREEMENTS EXEMPT FROM THE 1976 ACT

PART I

SPECIFIED AGREEMENTS

1. The agreement entitled Master Connection and Use of System Agreement and dated 30th March 1990 between The National Grid Company plc on the one hand and, on the other, National Power PLC, PowerGen plc, Nuclear Electric plc, The National Grid Company plc (Pumped Storage Division), British Nuclear Fuels 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 and Yorkshire Electricity Group plc.

2. The agreement entitled Nuclear Site Licence Provisions Agreement and dated 31st March 1990 between Nuclear Electric plc and The National Grid Company plc.

3. The agreement entitled 132kV Assets Rental Agreement and dated 30th March 1990 between The National Grid Company plc and East Midlands Electricity plc relating to certain assets owned by The National Grid Company plc at the Staythorpe 'A' & 'B' site.

4. The agreement entitled 132kV Assets Rental Agreement and dated 30th March 1990 between The National Grid Company plc and London Electricity plc relating to certain assets owned by The National Grid Company plc at the Belvedere site.

5. The agreement entitled 132kV Assets Rental Agreement and dated 30th March 1990 between The National Grid Company plc and London Electricity plc relating to certain assets owned by The National Grid Company plc at the New Cross & British Rail site.

6. The agreement entitled 132kV Assets Rental Agreement and dated 30th March 1990 between The National Grid Company plc and London Electricity plc relating to certain assets owned by The National Grid Company plc at the Wimbledon 'D' site.

7. The agreement entitled 132kV Assets Rental Agreement and dated 30th March 1990 between The National Grid Company plc and Manweb plc relating to certain assets owned by The National Grid Company plc at the Bold 'B' site.

8. The agreement entitled 132kV Assets Rental Agreement and dated 30th March 1990 between The National Grid Company plc and Midlands Electricity plc relating to certain assets owned by The National Grid Company plc at the Ocker Hill 'G' site.

9. The agreement entitled 132kV Assets Rental Agreement and dated 30th March 1990 between The National Grid Company plc and Midlands Electricity plc relating to certain assets owned by The National Grid Company plc at the Berkeley site.

10. The agreement entitled 132kV Assets Rental Agreement and dated 30th March 1990 between The National Grid Company plc and Midlands Electricity plc relating to certain assets owned by The National Grid Company plc at the Meaford 'B' site.

11. The agreement entitled 132kV Assets Rental Agreement and dated 30th March 1990 between The National Grid Company plc and Midlands Electricity plc relating to certain assets owned by The National Grid Company plc at the Rugeley 'A' site.

12. The agreement entitled 132kV Assets Rental Agreement and dated 30th March 1990 between The National Grid Company plc and NORWEB plc relating to certain assets owned by The National Grid Company plc at the Windscale Group site.

13. The agreement entitled 132kV Assets Rental Agreement and dated 30th March 1990 between The National Grid Company plc and NORWEB plc relating to certain assets owned by The National Grid Company plc at the Agecroft site.

14. The agreement entitled 132kV Assets Rental Agreement and dated 30th March between

The National Grid Company plc and SEEBOARD plc relating to certain assets owned by The National Grid Company plc at the Northfleet East site.

15. The agreement entitled 132kV Assets Rental Agreement and dated 30th March 1990 between The National Grid Company plc and SEEBOARD plc relating to certain assets owned by The National Grid Company plc at the Richborough site.

16. The agreement entitled 132kV Assets Rental Agreement and dated 30th March 1990 between The National Grid Company plc and Southern Electric plc relating to certain assets owned by The National Grid Company plc at the Cowes site.

17. The agreement entitled 132kV Assets Rental Agreement and dated 30th March 1990 between The National Grid Company plc and Yorkshire Electricity Group plc relating to certain assets owned by The National Grid Company plc at the Wakefield 'B' site.

18. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between The National Grid Company plc and East Midlands Electricity plc relating to the provision of certain services by The National Grid Company plc at the Staythorpe 'A' & 'B' site.

19. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between The National Grid Company plc and London Electricity plc relating to the provision of certain services by The National Grid Company plc at the Belvedere site.

20. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between The National Grid Company plc and London Electricity plc relating to the provision of certain services by The National Grid Company plc at the New Cross & British Rail site.

21. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between The National Grid Company plc and London Electricity plc relating to the provision of certain services by The National Grid Company plc at the Wimbledon 'D' site.

22. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between The National Grid Company plc and Manweb plc relating to the provision of certain services by The National Grid Company plc at the Bold 'B' site.

23. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between The National Grid Company plc and Midlands Electricity plc relating to the provision of certain services by The National Grid Company plc at the Ocker Hill 'G' site.

24. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between The National Grid Company plc and Midlands Electricity plc relating to the provision of certain services by The National Grid Company plc at the Berkeley site.

25. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between The National Grid Company plc and Midlands Electricity plc relating to the provision of certain services by The National Grid Company plc at the Meaford 'B' site.

26. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between The National Grid Company plc and Midlands Electricity plc relating to the provision of certain services by The National Grid Company plc at the Rugeley 'A' site.

27. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between The National Grid Company plc and NORWEB plc relating to the provision of certain services by The National Grid Company plc at the Windscale Group site.

28. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between The National Grid Company plc and NORWEB plc relating to the provision of certain services by The National Grid Company plc at the Agecroft site.

29. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between The National Grid Company plc and SEEBOARD plc relating to the provision of certain services by The National Grid Company plc at the Northfleet East site.

30. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between The National Grid Company plc and SEEBOARD plc relating to the provision of certain services by The National Grid Company plc at the Richborough site.

31. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between The National Grid Company plc and Southern Electric plc relating to the provision of certain services by The National Grid Company plc at the Cowes site.

32. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between The National Grid Company plc and Yorkshire Electricity Group plc relating to the provision of certain services by The National Grid Company plc at the Wakefield 'B' site.

33. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between London Electricity plc and The National Grid Company plc relating to the provision of certain services by London Electricity plc at the New Cross & British Rail site.

34. The agreement entitled Operation and Maintenance Agreement and dated 30th March 1990 between Southern Electric plc and The National Grid Company plc relating to the provision of certain services by Southern Electric plc at the Cowes site.

35. The agreement entitled Contract for System Control of 132kV Circuits and Below and dated 30th March 1990 between Eastern Electricity plc and The National Grid Company plc relating to the carrying out of certain control services by The National Grid Company plc.

36. The agreement entitled Contract for System Control of 132kV Circuits and Below and dated 30th March 1990 between East Midlands Electricity plc and The National Grid Company plc relating to the carrying out of certain control services by The National Grid Company plc.

37. The agreement entitled Contract for System Control of 132kV Circuits and Below and dated 30th March 1990 between London Electricity plc and The National Grid Company plc relating to the carrying out of certain control services by The National Grid Company plc.

38. The agreement entitled Contract for System Control of 132kV Circuits and Below and dated 30th March 1990 between Manweb plc and The National Grid Company plc relating to the carrying out of certain control services by The National Grid Company plc.

39. The agreement entitled Contract for System Control of 132kV Circuits and Below and dated 30th March 1990 between Midlands Electricity plc and The National Grid Company plc relating to the carrying out of certain control services by The National Grid Company plc.

40. The agreement entitled Contract for System Control of 132kV Circuits and Below and dated 30th March 1990 between NORWEB plc and The National Grid Company plc relating to the carrying out of certain control services by The National Grid Company plc.

41. The agreement entitled Contract for System Control of 132kV Circuits and Below and dated 30th March 1990 between South Wales Electricity plc and The National Grid Company plc relating to the carrying out of certain control services by The National Grid Company plc.

42. The agreement entitled Contract for System Control of 132kV Circuits and Below and dated 30th March 1990 between Yorkshire Electricity Group plc and The National Grid Company plc relating to the carrying out of certain control services by The National Grid Company plc.

43. The agreement entitled Contract for System Control of 132kV Circuits and Below and dated 30th March between The National Grid Company plc and Eastern Electricity plc relating to the carrying out of certain control services by Eastern Electricity plc.

44. The agreement entitled Contract for System Control of 132kV Circuits and Below and dated 30th March between The National Grid Company plc and London Electricity plc relating to the carrying out of certain control services by London Electricity plc.

45. The agreement entitled Contract for System Control of 132kV Circuits and Below and dated 30th March between The National Grid Company plc and SEEBOARD plc relating to the carrying out of certain control services by SEEBOARD plc.

46. The agreement entitled Contract for System Control of 132kV Circuits and Below and dated 30th March between The National Grid Company plc and Southern Electric plc relating to the carrying out of certain control services by Southern Electric plc.

PART II

DESCRIPTIONS OF AGREEMENTS

47. In this Part, "Master Agreement" means the agreement specified in paragraph 1 in Part I of this Schedule.

48.—(1) Any agreement which –

(a) constitutes a variation of or an amendment to the Master Agreement and is made pursuant to Clause 25 of the Master Agreement; or

(b) 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 sub-paragraph (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.

49.—(1) Any agreement which constitutes an Accession Agreement made pursuant to Clause 13 of the Master Agreement.

(2) The condition which must be satisfied by an agreement of a description specified in sub-paragraph (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.

50.—(1) Any agreement which constitutes a Supplemental Agreement made pursuant to Clause 2 of the Master Agreement.

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

(a) it is in, or is substantially in, one or more of the forms of agreements exhibited as Exhibits 1 to 6 to the Master Agreement; or

(b) it is in, or is substantially in, a standard form of agreement, other than those referred to in sub-paragraph (2)(a) above –

(i) of which a copy has been provided to the Department before this Order is made, or

(ii) 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 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

(d) 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.

51.—(1) Any agreement which constitutes an Ancillary Services Agreement made pursuant to Clause 3 of the Master Agreement.

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

(a) it is in, or is substantially in, the form of agreement exhibited as Exhibit 14 to the Master Agreement; or

(b) it is in, or is substantially in, a standard form of agreement, other than that referred to in sub-paragraph (2)(a) above –

(i) of which a copy has been provided to the Department before this Order is made, or

(ii) 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 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

(d) 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.

52.—(1) Any agreement which constitutes an Interface Agreement made pursuant to Clause 4 of the Master Agreement.

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

(a) it is in, or is substantially in, one or more of the forms of agreements exhibited as Exhibits 15 to 17 to the Master Agreement; or

(b) it is in, or is substantially in, a standard form of agreement, other than those referred to in sub-paragraph (2)(a) above —

(i) of which a copy has been provided to the Department before this Order is made, or

(ii) 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 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

(d) 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.

53.—(1) Any agreement which constitutes a variation of or an amendment to any one or more of the agreements specified in paragraphs 2 to 46 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 sub-paragraph (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.

54.—(1) Any agreement which constitutes a variation of or an amendment to any agreement to which any of paragraphs 49 to 52 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 sub-paragraph (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.

55.—(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, or any of the provisions of the Electricity (Restrictive Trade Practices Act 1976) (Exemptions) Order 1990(**a**), applies.

(2) The condition which must be satisfied by an agreement of a description specified in sub-paragraph (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.

(**a**) S.I. 1990/759.

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.

£1.70 net

ISBN 0 11 004319 7

Printed in the United Kingdom for HMSO

833 WO1329 C11 7/90 452 7102 O/N 88174