

**General Conditions Governing the Usage of the Transmission System**

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## **1 Scope of application**

These General Conditions apply to the usage of the transmission system. They form an integral part of the Grid Usage Contract.

## **2 Contract hierarchy**

The contract documents apply in the following order of priority:

- Grid Usage Contract
- Grid Usage Price List
- Grid Usage Data Sheet
- General Conditions Governing the Usage of the Transmission System

## **3 Grid usage**

### **3.1 Grid Usage Contract**

The Grid Usage Contract includes all of the grid user's feed-out points from the transmission system. A separate Grid Usage Data Sheet is maintained for the feed-out points and signed by the Parties. The Grid Usage Data Sheet sets out which metering points are used to calculate the grid usage charge. Each change at a feed-out point requires a modification and initialling of this data sheet, but does not require the Grid Usage Contract to be signed again.

### **3.2 Meters**

swissgrid is responsible for metering the energy data relevant to grid usage.

Anyone damaging or removing seals on meters without authorisation or anyone taking action that affects the accuracy of the meters, shall be liable for any loss or damage caused and bear the costs for the necessary revisions and recalibrations. swissgrid also reserves the right to take legal action in this respect.

The grid user can ask swissgrid to test the meters. The grid user shall bear the costs of the test if the test results lie within the normal tolerance as per the Metering Code. Otherwise, swissgrid shall bear the costs of the test.

### **3.3 Transmission of measurement and metering data to swissgrid**

The communications systems required to transmit the measurement data to swissgrid shall be operated by swissgrid.

If transmission systems are damaged, the cost of repair, replacement and exchange shall be borne by the person(s) responsible for such damage.

### **3.4 Restriction and interruption of grid usage**

swissgrid is entitled, following a previous reminder and written notification, to restrict or discontinue grid usage if the grid user:

- uses the grid illegally
- does not provide access to the systems or metering equipment to swissgrid or its authorised representatives that must comply with the safety regulations
- does not comply with the minimum technical requirements agreed in the grid connection contract
- seriously breaches substantial provisions in the Grid Usage Contract or the General Conditions Governing the Usage of the Transmission System (such as non-payment of the undisputed grid-use costs)

In the event of persons, equipment or the grid operations being directly compromised, swissgrid is entitled to interrupt grid usage immediately without advance notice.

swissgrid is also entitled to limit or totally discontinue grid usage:

- in the event of force majeure, such as war or warlike conditions, internal unrest, strikes and sabotage
- in the event of extraordinary events and natural phenomena, such as effects caused by fire, explosion, water, ice flow, lightning, storms, snow pressure, faults and overload
- in the event of operations-related interruptions such as repairs, maintenance and upgrade work (in the case of foreseeable or plannable circumstances, the affected grid user will be consulted beforehand)
- in the event of accidents and danger to people, animals, the environment or property
- if the security of supply can no longer be ensured
- due to measures ordered by government agencies

swissgrid is entitled to disconnect systems from the grid in order to deal with critical grid situations.

The interruption or restriction of grid usage by swissgrid as per the provisions of the Grid Usage Contract shall not exempt the user from its existing payment obligations for due bills or from compliance with other obligations vis-à-vis swissgrid.

The grid user shall have no claim for damages of any kind arising out of the restriction of grid usage or the disconnection of the grid connection as per the provisions of the Grid Usage Contract.

### **3.5 Tariff for grid usage**

The tariffs for grid usage are uniform, cost-based and non-discriminatory for the transmission system. The latest tariffs are published on the swissgrid homepage ([www.swissgrid.ch](http://www.swissgrid.ch)) and can be viewed there by the grid user.

### 3.5.1 Fixed basic tariff per weighted feed-out point

The fixed basic tariff is billed based on the number of weighted feed-out points. The weighting of the individual feed-out points is stipulated on an annual basis using a correction factor (K factor). This is based on historic metered values for feed-out energy volume and total flow of energy per feed-out point. Energy required for power stations' own consumption and pump energy from pumped storage power plants in the grid user's distribution system or in downstream grids at a lower grid level is deducted if reported by the grid user. The underlying calculation formula is published on the swissgrid website ([www.swissgrid.ch](http://www.swissgrid.ch)).

**Please note:**

A feed-out point is designated as per Article 2 Section 1, Let. c of the Electricity Supply Ordinance (StromVV) as the location of the outgoing energy transfer from the transmission system (substation) to a distribution system or to an end consumer of a lower grid level, whereby each metering point is regarded as a feed-out point. Multiple metering points in a substation are not combined into a single feed-out point.

Reserve and emergency connections, which on one side serve a distribution system operator or an end consumer connected to the transmission system, are regarded as a feed-out point for billing the fixed basic tariff.

### 3.5.2 Output tariff

The definitive output value used for the calculation of the electricity output component for grid usage is the monthly mean value of the quarter-hourly peak outputs per feed-out point during the respective billing period. This is based on the difference between the volume of energy fed into and the volume fed out of the transmission system. Energy required for power stations' own consumption and pump energy from pumped storage power plants in the grid user's distribution system or in downstream grids at a lower grid level is deducted if reported by the grid user.

The monthly billing is calculated by multiplying the respective monthly peak output by 1/12 of the output price. Billing is done on a monthly basis. This is in line with the approach adopted in Article 15 Section 3, Let. b of the StromVV.

In the case of several feed-out points of a grid user (end consumer, downstream grid operator) in a galvanically interconnected connected grid, the calculation is based on the peak load, which is determined from the feed-out and feed-in direction of the net calculated quarter-hourly time series of all feed-out points. Energy required for power stations' own consumption and pump energy from pumped storage power plants in the grid user's distribution system or in downstream grids at a lower grid level is deducted if reported by the grid user.

The reference point for determining the output is the upper voltage side of the transformation. In the case of metering on the lower voltage side, a corresponding surcharge for the transformer losses is calculated.

### Galvanically interconnected grid

"Galvanically interconnected grids" are defined as grids that are permanently galvanically connected to one another at the relevant grid level (grid level 2) or at that directly below it for grid usage and have at least two feed-out points from the transmission system. Such grids, normally interconnected, may be separated from one another only in an emergency, for switching actions or maintenance work and then only for short periods of time. The grid operator is responsible for the grids remaining interconnected at all other times. Where disconnection occurs, the grid user shall report the reason, location and duration to

swissgrid, which reserves the right to penalise breaches of this rule. If these rules are breached, the disconnected areas will be treated as such for the whole of the calendar year.

### **3.5.3 Operational tariff**

The definitive energy volume is the electrical energy purchased by end consumers connected directly to the grid or by all end consumers connected to lower-level grids.

Billing is monthly on the basis of the metered values calculated by the distribution system operators connected to the transmission system and reported to swissgrid. Since actual values are used, a final bill is rendered invalid.

### **3.5.4 Individual ancillary services tariff for active power losses in the transmission system**

The calculation of the active power losses caused by the grid user in the transmission system is based on the 15-minute difference between all the energy volumes fed into by the grid user and all the energy volumes fed out of the transmission system by the grid user. Energy required for power stations' own consumption and pump energy from pumped storage power plants in the grid user's distribution system or in downstream grids at a lower grid level is deducted if reported by the grid user.

## **4 Billing, taxes**

All tariffs exclude VAT which is charged additionally at the applicable rate.

Billing for grid usage is generally done on a monthly basis. swissgrid may request down payments. The amount is payable 30 days after receipt of the respective invoice. swissgrid stipulates that bills and billed amounts are to be paid by EFT/direct debit on the due date. If the grid user agrees to the direct debit, it shall issue the necessary instructions and authorisations to its clearing bank. In justifiable exceptional circumstances payment via EFT/direct debit can be waived for a particular party. All payments must be made net and without charges. Timeliness of payment is determined by when the payment is received by swissgrid (value date). Overpayments will be credited in the next bill.

30 days after receipt of the respective invoice, the grid user automatically defaults and from this moment on owes default interest of 5% p.a.

swissgrid preferably sends bills and credit notes as electronic PDF files.

In the event of mistakes and errors in billing and payments, corrections may be requested within the statutory period of limitation.

## **5 Contract term, renewal, termination**

The contract term and termination are set out in the Grid Usage Contract.

In the event of changes to the statutory and / or financial regulations, which have a substantial impact on the basis of the Grid Usage Contract, the Parties agree to renegotiate the Grid Usage Contract.

## **6 Termination without notice**

If a Contract Party fails to meet its contractual obligations, the other Party is entitled – after a prior written reminder has been issued and an appropriate deadline has been set for rectifying the breach of contract - to terminate the Grid Usage Contract in writing at the end of a month subject to a notice period of thirty days. If the circumstances or the conduct of one of the Parties result in a written reminder going unheeded or the defaulting Party not being in a position to meet its obligations, the Grid Usage Contract may be terminated with immediate effect.

If bankruptcy or other insolvency proceedings, in particular the granting of a grace period or bankruptcy postponement, are initiated against the grid user or the grid user declares itself insolvent, swissgrid shall be entitled to terminate the Grid Usage Contract with immediate effect.

## **7 Representation of the grid user**

If the grid user appoints a representative, it shall remain fully responsible vis-à-vis swissgrid for ensuring that the grid user's obligations arising out of the Grid Usage Contract are fulfilled.

## **8 Changes**

### **8.1 Changes to the General Conditions Governing the Usage of the Transmission System**

swissgrid is entitled to modify unilaterally the General Conditions Governing the Usage of the Transmission System. It shall notify the grid user, via e-mail or in writing, seven months before coming into force, about the envisaged changes and shall at the same time send the grid user the new General Conditions.

### **8.2 Tariff changes**

swissgrid defines the tariffs for grid usage taking into consideration the statutory and regulatory requirements. swissgrid is entitled to modify the tariffs as part of the statutory and regulatory requirements. swissgrid shall notify the grid user in writing about the tariffs no later than three months before the statutory prescribed publication date for grid operators.

## **9 Invalidity, correction of omissions**

Should individual provisions be or become null and void or invalid, this will not affect the validity of the remaining provisions of the Grid Usage Contract. The Parties shall undertake to replace the null and void or invalid provision immediately with a new arrangement which approximates as closely as legally possible to the intention and purpose of the null and void or invalid provision.

The intention and purpose of this Grid Usage Contract must be amended accordingly if loopholes appear.

## **10 Confidentiality**

Both Parties shall undertake to keep confidential all information and documents obtained in connection with this Contract that are not accessible or generally known to the public. The Parties are responsible for ensuring that all their employees and auxiliary personnel also comply with these provisions. The forwarding of information to government agencies as a result of a legal obligation is excluded, insofar as permissible.

The Parties expressly acknowledge the fact that the obligation to maintain confidentiality also applies after the termination of the Contract, irrespective of who terminated the Contract and for what reasons.

The Parties shall comply with the provisions of the Swiss Data Protection Act when processing data. swissgrid is expressly permitted to use transmitted data for the purposes of the Grid Usage Contract.

## **11 Applicable law and place of jurisdiction**

The Contract is subject to Swiss substantive law. The domicile of swissgrid is deemed the place of jurisdiction. All disputes arising out of this Contract shall be judged by the competent national courts.