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Unit 11
Victory Park
Victory Road
DERBY
Derbyshire DE24 8EP

Tel: 01332 276627 or 01332 276628
e-mail: planner@westernpower.co.uk

Your Ref:
xxx

Our Ref:
xxx

Date:
05/09/2016

Dear xxx

**Offer for electricity connection works by Western Power Distribution (East Midlands) plc ("WPD")
at (Site Address)**

Thank you for your application requesting a Connection Offer to make a new electricity connection to the Premises. I am pleased to provide WPD's formal offer to carry out the Connection Works for the Customer (the "**Connection Offer**").

The following provides an overview of the Connection Offer based on WPD's understanding of the Customer's requirements. Further detail is provided within this letter (the "**Offer Letter**") and associated documentation listed below this summary information.

Summary of the electricity connection requirements

Xxx No single-phase domestic connections

Summary of the electricity reinforcement work required

None

The Connection Offer comprises this Offer Letter and the following documents:

- Specific Conditions for Connection Works;
- General Conditions for Connection Works;
- Plan xxx dated 01/09/2016 showing WPD's Distribution System, Point of Connection location and Premises;
- a breakdown of the Connection Charge;
- the Letter-of-Acceptance (a form of which is attached), to be signed by the Customer;
- a Health and Safety Questionnaire to be completed by the Customer; and
- Cost of Legal Fees Statement

This Connection Offer is made pursuant to and in accordance with the provisions of WPD's distribution licence. The terms and conditions for WPD carrying on the Connection Works are more particularly described in both the attached Specific Conditions for Connection Works and General Conditions for Connection Works. Please ensure that you read the aforementioned documents carefully.

Provision of the Connection Works and the Connection Charge

Competition in Connections ("**CIC**") is the term attributed to the opening up of the market for the design, procurement and installation of new assets necessary to accommodate a new or modified electricity connection. The Customer has the option to have some of the Connection Works, referred to as Contestable Connection Works, carried out by an independent connection provider (the "**Connection Provider**"). Any Connection Works that can only be undertaken by WPD are referred to as Non-contestable Connection Works.

This Connection Offer contains two options for completing the Connection Works, **Option 1** and **Option 2**. These options are mutually exclusive and you may only accept one of them.

If the Customer wants WPD to undertake both the Non-contestable Connection Works and the Contestable Connection Works the Customer should accept **Option 1**. The Connection Charge for **Option 1** is set out below:

Non-contestable Assessment and Design Fees	£xxx
Non-contestable Connection Works	£xxx
Contestable Connection Works	£xxx
Connection Charge excluding VAT	£xxx
VAT on £xxx @ 0%	<u>£0.00</u>
Connection Charge including VAT	£xxx

If the Customer wants WPD to undertake only the Non-contestable Connection Works the Customer should accept **Option 2**. The Connection Charge for **Option 2** is set out below.

Non-contestable Assessment and Design Fees	£xxx
Non-contestable Connection Works	£xxx
Connection Charge excluding VAT	£xxx
VAT on £xxx @ 20%	<u>£xxx</u>
Connection Charge including VAT	£xxx

Unless otherwise specified the terms and conditions within the Connection Offer shall apply equally to both options.

A description of the Non-contestable Connection Works and Contestable Connection Works is provided in paragraphs 1.2 and 1.3 of the Specific Conditions for Connection Works. The enclosed Customer Breakdown of Charges also provides further detail.

If the Customer accepts Option 2, the Customer (or the Customer's appointed Connection Provider) will undertake the Contestable Connection Works specified in paragraph 1.3.3 of the Specific Conditions for Connection Works.

The enclosed guide provides further explanation on Competition in Connections. If you wish to discuss the options available to you please do not hesitate to contact me.

Duration of Offer

WPD's Connection Offer is open for acceptance for **ninety days** from the date of the Offer Letter after which it will (if not accepted) automatically expire (unless WPD agrees otherwise with you in writing). If however, this Connection Offer should become interactive with another connection offer we will write to you notifying you of the fact and advising you that the right of all applicants to accept their interactive connection offer will be suspended until the end of a moratorium period.

The Connection Offer is made on the understanding that the Connection Works are completed within one year from the date of your acceptance. Should the Connection Works be incomplete at the end of the one year period WPD reserves the right to amend or withdraw the Connection Offer.

The Offer is subject to obtaining any necessary wayleaves and consents. Should the necessary wayleaves and consents not be granted the Offer will be cancelled (at no cost to WPD) and a revised offer made. For the avoidance of doubt this may be after acceptance by you.

Acceptance

If you would like to accept this Connection Offer and confirm your acceptance to the terms therein please sign the enclosed Letter of Acceptance, and completed Health & Safety Questionnaire to the above address. Once we received the signed Letter of Acceptance the Connection Offer will be known as the "Agreement" and we will ask you to make an initial payment in accordance with our payment terms. For avoidance of doubt, you will be liable for the costs we have incurred even if you cancel the Connection Works and the Agreement is terminated.

If you have any queries or are not satisfied with the terms of this Connection Offer and, after discussion, you and I are unable to reach agreement, I hope you will take the opportunity of talking to my manager: Simon Havill on 01332 276611. If, following discussion with the Distribution Manager, we still cannot reach an agreement please contact Alison Sleightholm on 0117 9332175, or write to her at Avonbank, Feeder Road, Bristol BS2 0TB. She will investigate and try to resolve the matter with you. Our complaints procedure is available on our website www.westernpower.co.uk If we are unable to resolve your complaint, you will have the right to refer the matter to the Energy Ombudsman for a decision. This is a free and independent dispute resolution service

If you have any questions or wish to discuss any of the above, please do not hesitate to contact me.

Yours Sincerely,

Planner
Local Office

Western Power Distribution (East Midlands) plc

Important:

All rights in the design, specification, plans or drawings or any other document contained or accompanying this Connection Offer belong to and remain with WPD and shall not be used or disclosed by the Customer or any other person without WPD's written consent.

All data and information acquired or reviewed by the parties in connection with this Connection Offer is confidential and shall not be divulged to any third party without the prior written consent of the other party except insofar as may be required by law.

WPD
Specific Conditions for Connection Works

BASIS OF INFORMATION

WPD'S proposals are based on the information provided, as summarised below:-

- enquiry dated 24/08/2016
- Please note that the HV point of connections have been chosen to make allowance for a necessary HV cable diversion, due to the formation of the site entrance. It is assumed within this formal offer that the customer can carry out all off-site excavation for cables, during the Section 278 works which will be required to form the entrance.
- The extent of the 11kV cabling is until the existing HV cable can be jointed within the footpath. Please refer to plan xxx dated 1/9/16 for an indicative route showing the extent of the new cabling.
- Please notify WPD if the extent of the HV cabling required exceeds the limits of the proposed section 278 works. In this case, we would look to issue a variation to cover the cost of any additional excavation required by WPD in order to achieve the desired HV points of connection.
- It is assumed that WPD will carry out 2No joint bays at the required HV points of connection within the footpath, in order to install cable and carry out jointing works. This assumption is based upon the expectation that the developer's S278 works will have finished prior to being ready for the energisation of the WPD substation.
- No allowance has been made for phasing of this development. Once the developer has provided phasing details then we may introduce additional charges to allow for the extra jointing required when laying mains cables in smaller sections.
- No provision has been made for mains cable ducting on site, with the exception of road crossings. Ducting has been included for all service cables. Should you require ducting within the site for mains cables we can provide this for you. We will issue a variation to the contract on request for the amount required.

WPD's proposals are based on the following design criteria:-

- Xxx No domestic connections
- Nominal Voltage at Connection Point: 230 Volts
- No of Phases: Single Phase
- Earthing provided by WPD : PME / TN-C-S
- External Earth Loop Impedance: Not exceeding 0.35 Ohms
- Maximum Prospective Short Circuit Current: 16 kA
- Nominal Frequency: 50 Hz
- Acceptable Power Factor for Import Capacity: 0.95 lag to unity.

1. Outline of the Connection Works

1.1 This Connection Offer provides the Customer with two mutually exclusive options for Connection Works.

1.2 OPTION 1

The first option is for WPD to undertake both the Non-contestable and the Contestable Connection Works.

Non-contestable Connection Works undertaken by WPD

1.2.1 WPD will provide the connection by performing the following Non-contestable Connection Works:

- 11kV switching operations
- 2No 11kV straight joints (closing joints)

Contestable Connection Works undertaken by WPD

1.2.2 WPD will provide the connection by performing the following Contestable Connection Works:

- Lay approximately Xm of 300mm² Al EPR 11,000V underground cable to the Connection Point substation
- Provide all off site excavation, backfill and reinstatement for 2No 11kV joint bays off site
- Install a new package substation unit on a plinth provided by the Customer to WPD's specification.
- Install a GRP for the substation
- Make cable terminations for 2No 11kV cables and 4No LV cables
- Lay approximately Xm LV mains cable around the site as required
- Provide xxx No single-phase service connections, to terminate at each property

Payment

1.2.3 Payment of the Connection Charge shall be made in staged payments in line with WPD's incidence of expenditure. Payment amounts (excluding VAT) and timings are as follows:-

Prior to ordering of substation and cables = £xxx

Prior to commencement of service connections = £xxx

Prior to commencement of final 50 service connections = £xxx

1.2.4 WPD may invoice the Customer when each payment is due. Payment must be made within 28 days of the date of the invoice. The Agreement will automatically terminate unless otherwise agreed in writing by WPD if the Customer fails to pay the initial payment within 28 days of the date such invoice is issued. WPD shall be under no obligation to start the Connection Works until the initial payment has been received.

1.3 OPTION 2

The second option is for WPD to undertake only the Non-contestable Connection Works.

Non-contestable Connection Works undertaken by WPD

1.3.1 WPD will provide the connection by performing the following Non-contestable Connection Works:

- 11kV switching operations
- 2No 11kV straight joints (closing joints)

- Xxx No ICP inspections

Contestable Connection Works undertaken by WPD

- 1.3.2 WPD will provide the connection by performing the following Contestable Connection Works:

None

Contestable Connection Works undertaken by the Customer

- 1.3.3 The Customer shall, at no cost to WPD, undertake the following:
- design and construct the Contestable Connection Works from the Point of Connection to the Connection Point
 - arrange legal documentation (wayleave, easement, lease or transfer as applicable to the site and WPD policy) to be completed in WPD's name prior to adoption of the equipment by WPD.

Payment

- 1.3.4 Payment of the Connection Charge is required on acceptance of this Connection Offer.
- 1.3.5 WPD may invoice the Customer when payment is due. Payment must be made within 28 days of the date of the invoice. This Agreement will automatically terminate unless otherwise agreed in writing by WPD if the Customer fails to pay within 28 days of the date such invoice is issued. WPD shall be under no obligation to start the Connection Works until the payment has been received.

Design Approval

- 1.3.6 The Customer (or their Connection Provider) is required to provide WPD with all information relating to their design in order to confirm suitability for adoption and connection to WPD's Distribution System. We require a (single) full and comprehensive design submission for all of the plant, equipment and cables/lines offered for adoption by WPD. Part or incomplete designs will not be accepted as the formal design submission. Where WPD does not consider the submission to be full and comprehensive, we will inform the Customer/Connection Provider that the submission has been rejected.
- 1.3.7 The Customer should refer to and comply with the requirements laid out under WPD'S appropriate design guide for switchgear and associated equipment. A copy of the appropriate design guide and other design specification information is available on request or on the WPD Technical Information Site.
- 1.3.8 Where reasonably practicable the design submission shall be in electronic format. On receipt of a full design submission, WPD will either provide confirmation of approval or an

explanation for rejection within 10 working days of receipt of the design (20 working days where EHV works are required). Where the design submission is rejected WPD may levy additional charges for considering subsequent design submissions.

Inspections

- 1.3.9 The charge for inspection of the Contestable Connection Works given in the enclosed breakdown of Non-contestable costs is estimated according to the number of visits WPD anticipate it will normally make for this type and size of connection. Any additional visits subsequently required may be charged for.

Adoption Agreement

- 1.3.10 Where the Customer (or the Customer's appointed Connection Provider) wishes to provide some or all the Contestable Connection Work they must firstly satisfy WPD that they have the necessary competence and experience to carry out the work properly and safely by providing evidence of appropriate accreditation under the Lloyds Registration scheme. For further information reference should be made to www.lloydsregister.co.uk.
- 1.3.11 The Customer (or their appointed Connection Provider) must comply with all appropriate legislation, national standards, technical/engineering recommendations, WPD specifications for design, planning, materials, installation and recording of the Contestable Connection Works. Further information is available on request and via WPD's website: www.westernpower.co.uk.
- 1.3.12 If the Customer's appointed Connection Provider for the Contestable Connection Works is party to WPD's Framework Network Access and Adoption Agreement, which sets out the terms and conditions upon which WPD shall adopt the assets installed by the Connection Provider, WPD will (upon approval by WPD of the Connection Provider's design) issue a site specific agreement to the Connection Provider for signature. If the Customer's appointed Connection Provider is not party to WPD's Framework Network Access and Adoption Agreement the Customer and their appointed Connection Provider for the Contestable Connection Works must enter into an Adoption Agreement with WPD setting out the terms and conditions upon which WPD shall adopt the assets installed by the Connection Provider. This Connection Offer will form part of the Adoption Agreement.

The following terms and conditions apply to both Options 1 and Options 2

2. Other Works to be undertaken by the Customer

- 2.1 The Customer shall provide and install, at no cost to WPD, the following:-
- all the required civil works for establishment of the substation plinth. A programme of on-site excavation must be agreed with WPD in advance of works commencing
 - a suitable earthing system for the Customer's Premises
 - all on site cable excavation and reinstatement. The programme of on-site excavation must be agreed with WPD. Where required, the Customer shall be responsible for the provision of a stone dust bed around cables to WPD's specification.
 - All off-site excavation to enable the installation of new HV cables (excluding 2No joint bays which will be provided by WPD)

EXCAVATION AND DUCTS

All on-site excavation, provision of a 3mm to dust bedding and blinding material, installation of WPD approved ducts and reinstatement will be carried out by the customer/developer at no cost to WPD. Draw cords should be incorporated and the ends marked for ease of location. Trench depths, widths and minimum cover for various cables and circumstances are specified in the following table. Where cables are not protected in duct they must be blinded by 75mm of crushed stone dust and approved yellow "electric cable" marker tape laid above.

Cable Type	Location	Trench Depth	Trench Width Single Cable	Min Cover Over Cable	Two Cables Spacing	Trench Width Two Cables
LV & Services	Pavement Or Private Land	530mm	300mm	450mm	150mm	300mm
LV & Services	Roadway (ducts)	600mm	300mm	520mm	150mm	400mm
HV	Pavement Or Private Land	530mm	300mm	450mm	150mm	300mm
LV	Roadway (ducts)	600mm	Roadway (ducts)	520mm	150mm	400mm

When installing cables in agricultural land, it is necessary that the cable be laid at sufficient depth to allow for deep ploughing and cultivation. The recommended depths, as agreed with the National Farmers' Union is 1000mm depth for all LV and HV cables.

SUBSTATION SITE ON DEVELOPMENT

WPD shall require the landowner to convey or lease to WPD a site suitable for WPD to establish and use as an electricity substation. WPD needs to have 24 hour access to and from the site for all purposes connected with its use as a substation and will pay a nominal price of one pound for the site on the understanding that it will be provided free from road charges and level. In addition WPD requires that the landowner will grant WPD all reasonable rights to install, retain and maintain electric lines necessary in connection with the supply of electricity to and from the substation including connections to other customers.

The landowner shall agree to bear both their own and WPD's reasonable legal costs incurred in conveying the substation site to WPD.

Should any screening of the sub station site be required, this shall be on land which will not be conveyed to WPD, and WPD will not be responsible for any further maintenance of the screening. The suitability of any screening is to be agreed with WPD before installation.

STORES

Where the Customer / Developer wishes WPD to supply the meter cabinets, ducts and service tubing and the cost of these items have not already been included in this Connection Offer, these may be purchased by arrangement with our local stores office. Please contact the writer of this Connection Offer or telephone our General Enquiry number:

For Midlands 0845 724 0240

Where the Customer/Developer wishes WPD to supply the meter cabinets, ducts and service tubing and the cost of these items have already been included in this Connection, collection may be made by prior arrangement with the local WPD Construction Team at the following locations:

Addresses of local stores in WPD (East Midlands) are:-

Grange Close, Clover Nook Industrial Estate, Alfreton, DE55 4QT
Harrimans Lane, Lenton Lane Industrial Estate, Nottingham, NG7 2SD
Hammonds Way, Hinckley, Leicestershire LE10 3EQ
Unit G Quinn Close, Severn Stars Industrial Estate, Coventry, CV3 4LH
Robinson Way, Kettering, NN16 8UN
115 Waterside Road, Hamilton Industrial Park, Leicester LE5 1TL
5 Kilvey Road, Brackmills, Northampton NN4 7BQ
Units 12-14 Erica Road, Stacey Bushes Industrial Estate Milton Keynes MK12 6HR
Units B-E Deacon Road Industrial Estate, Lincoln LN2 4JB
Isaac Newton Way, Alma Park Industrial Estate, Grantham NG31 9SD
Unit 11 Victory Park, Victory Road, Derby DE24 8EP

Usual Collection times unless otherwise stated:-

Monday to Thursday (0900-1530) hrs. Friday (0900-1430) hrs.

(To avoid disappointment, please check with local offices for individual collection times)

Draw cords are not provided by WPD.

SAFETY

Any work in the vicinity of WPD equipment must be carried out in a safe manner, including, as a minimum, compliance with the relevant Health and Safety Executive Guidance Notes available from HMSO. In particular:

GS6 Avoidance of danger from overhead electric lines.

HS(G)47 Avoiding danger from underground cables.

As part of your planning process and before commencement of any site works you should contact WPD's Map Response Team to ascertain the location of any existing WPD apparatus on or in close proximity to the site and to take the necessary precautions to avoid possible danger from that apparatus. The WPD Map Response Team can be contacted on 0121 623 9780 or by email on WPDMapResponse@westernpower.co.uk

STREET WORKS BY CUSTOMER/CONTRACTOR

A customer/developer intending to carry out trenchwork in the public highway must obtain a licence from the relevant Highway Authority and will be responsible for the issue of Street Works Notices. All work, including reinstatement, must comply with the New Roads and Street Works Act 1991.

ELECTRICAL DISTURBANCE

WPD's proposals and charge are based on the Customer not installing any equipment likely to cause disturbance to WPD's Distribution System or other customers.

ESQC COMPLIANCE

WPD will where agreed, allow the connection to be/remain Energised subject to the terms and conditions as set out below and any other conditions set out under this Offer. The Supplier will arrange for the appointed Meter Operator to provide a meter to a property on a designated site before the agreed Supply Start Date for each individual property. (The Supply Start Date will be the date at which charges will commence.)

1. It is the Customer's responsibility to ensure that the electrical installation to which the Customer requires an electricity connection from WPD is installed in such a manner that it will comply with Regulations 8(4) and 25 of the Electricity Safety, Quality and Continuity Regulations 2002 ("Regs 8(4) and 25") immediately prior to Energisation.

2. The Customer must allow WPD access to any property covered by WPD's Offer to ensure that the electrical installation complies with Regs. 8(4) and 25.

STREET LIGHTING

Where applicable, services to public lighting columns will be the subject of a separate Offer when details are available.

TEMPORARY CONNECTIONS

This Connection Offer does not include costs for any temporary site services that may be required on your development.

Should a temporary supply be required please forward details to this office as soon as possible. An Offer will then be prepared and every effort made to meet your construction programme.

EARTHING ARRANGEMENTS

The Customer/Developer is responsible for providing and maintaining adequate arrangements for earthing the Customer's Installation and WPD shall not be responsible for any such arrangements except in so far as any applicable regulations may place certain responsibilities on WPD and subject thereto the customer's use of an earth terminal provided by WPD shall be at the customer's own risk. No earth terminal will be provided by WPD for a temporary connection and the installer should provide an RCD.

PHASE BALANCE

Where the connection is provided in two or more phases the customer's load shall, as far as is reasonably practical, be balanced.

ADDITIONAL INFORMATION

- The Connection Point at which we will terminate our responsibility for the connection is:-
The outgoing Terminals of WPD's fused cutout

APPOINTING A SUPPLIER

Before you can take a supply of electricity through the new connection you must ensure an electricity supplier is appointed and has registered in accordance with electricity trading arrangements. (For a list of licensed suppliers please call WPD on (01208) 892288.)

Following acceptance of this Connection Offer, WPD will provide you with a Supply Number for every electricity connection that you have requested as part of the original application.

You will need to quote the Supply Number(s) to the electricity Supplier of your choice in order to arrange an electricity supply.

If the Supplier fails to register your connection WPD will be unable to Energise the connection.

WORKS PROGRAMME AND COMMENCEMENT DATE

The proposed start and connection dates will be discussed with you when WPD has received your acceptance of the Connection Offer.

At this stage I anticipate WPD will need 16 week(s) after acceptance of the Connection Offer before starting the Connection Works. (This estimate includes lead in times for procuring materials and arranging the Connection Works.)

This estimated time-scale is not binding on WPD

WPD
General Conditions For Connection Works ("The Conditions")

1. Definitions and Interpretation

1.1 All words and expressions defined in the Offer Letter and the Specific Conditions (if any) shall, unless the context otherwise requires, have the same meanings in these General Conditions.

1.2 Unless the context otherwise requires, the following words have the following meanings:

"Act" means the Electricity Act 1989 as amended from time to time.

"Agreement" means these General Conditions, the Offer Letter, the Specific Conditions, the Characteristics and Charge Statement or Letter of Acceptance each signed by the Customer and any schedule or annexure to the Offer Letter, and any other document in agreed form.

"Characteristics and Charge Statement" means the electrical characteristics of the proposed connection at the Connection Point and details of the Connection Charge to be completed and signed by the Customer confirming the Customer's acceptance to the terms of the Connection Offer and concluding the contract between the parties in respect of the subject matter of this Agreement.

"Conditions Precedent" means the conditions which must be fulfilled prior to the commencement of the Connection Works and continue to be fulfilled for the duration of the Agreement, as detailed in clause 2 and the Specific Conditions, if applicable.

"Connection Equipment" means all electric lines, materials, structures, equipment, plant, cables and apparatus necessary for the supply of electricity to or from the Connection Point, which forms part of the Distribution System.

"Connection Point" means the point of connection at which a supply of electricity may flow between the Distribution System and the Customer's Installation upon Energisation.

"Connection Works" means the works carried out by WPD under this Agreement as more particularly set out in the Specific Conditions.

"Contestable Connection Works" means the works that the Customer has an option to carry out itself or by appointing a contractor as more particularly described in the Specific Conditions.

"Customer's Installation" means any electric lines, materials, structures, equipment, plant, cables and apparatus (not being Connection Equipment) installed or to be installed by the Customer, owned or operated, used or to be used by the Customer and connected or to be connected to the Distribution System pursuant to this Agreement (including, without limitation the Customer's distribution network or generating plant).

"Customer Works" means any works to be carried out by the Customer or the Customer's contractor including, without limitation Contestable Connection Works as set out in the Specific Conditions.

"Distribution System" means WPD's electricity distribution system.

"Energisation" means the movement of any switch or the insertion of any fuse or the taking of any other step

so as to enable an electrical current to flow to or from the Distribution System through WPD's Connection Equipment to and, where applicable, from the Customer's Installation at the Connection Point and **"Energise"** shall be construed accordingly.

"Event of Force Majeure" means an event beyond the reasonable control of a party including but not limited to acts, defaults or omissions of sub-contractors, strike, lock out or other form of industrial action, other than by a party's own employees or agents, act of God, fire, explosion or flood, any third party obstruction preventing access to the Premises, theft and malicious damage or an electrical system emergency, provided that no event shall be treated as an Event of Force Majeure if it is attributable in whole or part to any wilful act or omission or any failure to take reasonable precautions by the affected party.

"Letter of Acceptance" means the letter in the form attached to the Offer Letter to be completed and signed by the Customer confirming the Customer's acceptance to the terms of the Connection Offer and concluding the contract between the parties in respect of the subject matter of this Agreement.

"Non-contestable Connection Works" means that part of the Connection Works which will always be carried out by WPD and which the Customer is not entitled to carry out itself or through an appointed contractor as more particularly set out in the Specific Conditions.

"Premises" the premises or development (including, without limitation, any land, building or structure, owned or occupied by the Customer) where or in relation to which the Connection Works are to be carried out.

1.3 In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or other statutory provision includes:
 - (i) any subordinate legislation (as defined in Section 21(1) Interpretation Act 1978) made under it;
 - (ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and
 - (iii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;
- (c) references to:
 - (i) any party include its permitted successors in title and permitted assigns;
 - (ii) clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear;
- (d) the headings are for convenience only and shall not affect the interpretation of this Agreement.

2. Commencement of Connection Works and Conditions Precedent

- 2.1 As soon as reasonably practicable after WPD has received the Customer's acceptance of the Connection Offer, the parties shall agree in writing a date for commencement of the Connection Works.
- 2.2 WPD shall be under no obligation to commence the Connection Works until the following Conditions Precedent have been met:
- (a) the Customer has:
- (i) entered into the Agreement, pursuant to the Connection Offer, by WPD by completing, signing and returning the Letter of Acceptance or Characteristics and Charge Statement, as appropriate;
 - (ii) completed any necessary civil works, civil engineering or building works that are necessary to enable the Connection Works to commence;
 - (iii) complied with its obligations under clauses 3 and 4.1; and
 - (iv) made any initial payments required under the Offer Letter or Specific Conditions; and
- (b) WPD has, at its normal rates, obtained all necessary easements, leases and transfers as well as any off site third party wayleaves and consents to lay its cables or construct an overhead line connection. Should any of these not be granted, or granted on terms in excess of WPD's normal rates, the Connection Charge may be revised to take account of any additional cost to WPD.
- 2.3 If any of the Conditions Precedent have not been met by either party or waived by WPD within (6) months of the date of the Offer Letter, the Agreement shall automatically expire without prejudice to any accrued rights or obligations to either party under it.
- 2.4 The Customer shall not in any way obstruct or impede Connection Works or the delivery of any Connection Equipment to the Premises, and shall use its reasonable endeavours to procure that its sub-contractors or agents shall not in any way obstruct or impede the Connection Works or the delivery of any Connection Equipment to the Premises so as to prevent WPD from, or hinder or delay WPD in performing its obligations under this Agreement.
- 2.5 WPD shall use its reasonable endeavours to complete the Connection Works within the timescales laid out under the Offer Letter or Specific Conditions. This period for completion shall be extended to the extent that progress of the Connection Works is delayed as a consequence of any act or omission on the part of the Customer, its agents or sub-contractors or a Distribution System emergency.

3. Property Matters

- 3.1 Where the Customer is the owner of the Premises or any adjacent land on which the Connection Works are to be carried out it shall, where reasonably required, and at the request of WPD, for the sum of £1:
- (a) grant an easement in perpetuity to WPD to carry out the Connection Works and install, lay, repair, replace, renew, alter and maintain the Connection Equipment; and
 - (b) enter into a lease for a term of 99 years for the benefit of WPD of any part or parts of the Premises for the siting, repairing, maintenance and access to the accommodation and the Connection Equipment, or
 - (c) transfer the Customer's ownership in an acceptable form to WPD of any part or parts of the Premises for the siting, repairing, maintenance and access to the accommodation and/or Connection Equipment.
- 3.2 Where the Customer owns a leasehold interest in the Premises or any adjacent land the Customer shall, where reasonably required, and at the request of WPD, for the sum of £1:
- (a) grant an easement to WPD for a term of years expiring one day before the end of Customer's interest in the Premises for the benefit of WPD to carry out the Connection Works and install, lay, repair, replace, renew, alter and maintain the Connection Equipment and;
 - (b) enter into a lease with WPD for a term of years expiring one day before the end of Customer's leasehold interest in the Premises for the benefit of WPD of any part or parts of the Premises for the installation, laying, siting, repairing, replacement, renewing, altering, maintenance and access to the accommodation and the Connection Equipment; provided that WPD shall not be required to enter into the documents set out in 3.2(a) or 3.2(b) until the Customer has obtained the consent of the freehold owner to such documents.
- 3.3 Where the Customer owns neither the freehold or the leasehold interest in the Premises or the adjacent land the Customer shall use reasonable endeavours to procure that the owner of the freehold interest of the Premises and the adjacent land enters into documents set out in clause 3.1 for the benefit of WPD.
- 3.4 Where the Customer is the owner or occupier of the Premises or the adjacent land, the Customer shall indemnify WPD from and keep WPD fully indemnified against any proceedings, claims, demand, costs, charges and expenses WPD incurs as a result of the Customer's failure to grant or obtain for WPD the appropriate easement or property rights to carry out the Connection Works and to install and maintain the Connection Equipment.
- 3.5 WPD may, in its discretion, carry out the Connection Works if it has obtained a wayleave to

do so in lieu of any easements. The acquiring of any wayleaves shall not diminish the duties and obligations on the Customer pursuant to this clause 3.

- 3.6 If the Customer or a third party prevents WPD from entering the Premises, adjacent land or other land with the result that WPD is unable to carry out the Connection Works, or the Connection Works are suspended on the Customer's instruction for which WPD is not responsible or due to alterations to the layout of the Premises, WPD shall not be deemed to be in breach of this Agreement and any additional costs reasonably incurred by WPD in consequence thereof shall be added to the Connection Charge.
- 3.7 The Customer shall except and reserve out from the conveyance/lease to the purchaser/lessee of the Premises, full right and liberty for WPD to place/install electric lines through the property conveyed or leased and thereafter to use, inspect, repair, replace, alter, maintain and renew the same provided that WPD shall make good any damage caused as soon as practicable and shall not break open the surface of any land covered by a building.
- 3.8 Any legal costs incurred in conveying any part of the Premises to WPD shall be apportioned between the parties in accordance with the Specific Conditions.

4. Compliance, consents, safety and access

- 4.1 The Customer shall:
- (a) before the time specified for delivery of any of WPD's Connection Equipment to the Premises, obtain all consents and approvals in connection with the regulations and by-laws of any local or other authority which shall be applicable to the Connection Works on the Premises;
 - (b) provide all accommodation, equipment, buildings, structures, foundations, approaches or work equipment of the quality specified in the Specific Conditions, if any;
 - (c) ensure that the 'Co-ordinator' and the 'Principal Contractor' as defined by the Construction (Design & Management) Regulations 2007 ("CDM Regulations") carry out all their duties and obligations as set out in the CDM Regulations;
 - (d) at all times provide and maintain suitable access to the Premises for the purposes of carrying out the Connection Works or delivering, installing, laying, repairing, replacing, renewing, altering, or maintaining the Connection Equipment and on production of written identity the Customer shall allow any WPD representative to enter the Premises provided that such visits are made during normal working hours (being between 07:00-19:00 hrs, Monday to Friday except for bank holidays); and at other times with the Customer's consent.
- 4.2 Each party shall take all reasonable steps to ensure the safety of the other party's employees, sub-contractors and agents while the Connection Works are in progress or while WPD is maintaining or repairing the Connection Equipment.

- 4.3 WPD shall not be under any obligation to commence or continue to provide the Connection Works unless it is reasonably satisfied that each part of the Customer's Installation is so constructed, installed, protected and used so far as is reasonably practicable to prevent danger, and not to cause interference with the Distribution System.

- 4.4 The inspection, non-inspection or non-rejection of the Customer's Installation by WPD shall not constitute any warranty or representation express or implied as to the adequacy, safety or other characteristics of the Customer's Installation.

5. Performance of Connection Works

- 5.1 WPD shall:
- (a) perform the Connection Works with reasonable skill and care and in accordance with the terms of this Agreement; and
 - (b) provide such information as is reasonably required by the Customer from time to time to keep the Customer informed of the progress of the Connection Works.
- 5.2 WPD specifically excludes all warranties, express or implied, including but not limited to any implied term, condition, representation or warranty of satisfactory quality or fitness for a particular purpose, that the Connection Works or Connection Equipment will meet the Customer's requirements except those that cannot be excluded at law.

6. Connection Charges and payment

- 6.1 The Customer will pay to WPD the Connection Charge. The Connection Charge has been determined on the basis that WPD will provide the Non-contestable Connection Works and those Contestable Connection Works, if any, as identified in the Specific Conditions. If the Customer wishes to provide some or all the Contestable Connection Works it shall first satisfy WPD that it (or its appointed contractor) has the necessary competence and experience to carry out such Contestable Connection Works properly and safely.
- 6.2 If WPD is unable to complete the Connection Works within the estimated timescales set out in the Offer Letter or Specific Conditions due to any act, default or omission by the Customer, its employees, agents or sub-contractors or the Customer's breach of the Agreement or breach of statutory duty, WPD reserves the right to increase the Connection Charge to recover any costs incurred by it as a result of such delay.
- 6.3 Payment of the Connection Charge shall be made in accordance with the Offer Letter or Specific Conditions. WPD shall invoice the Customer the amount stated. The Customer shall pay WPD within 28 days of receipt by the Customer of such invoice.
- 6.4 If the Customer makes any late payment of the Connection Charge or any part of it WPD may, at

its discretion, suspend the Connection Works or postpone their commencement.

6.5 Without prejudice to any other rights and remedies which WPD may have, if the Customer fails to pay WPD by date an invoice is due, WPD may charge interest at a rate of 5% over the base rate of the Lloyds TSB, until it receives full payment of such invoice in cleared funds from the Customer.

6.6 WPD shall be under no obligation to Energise the Connection Point prior to receiving full and final payment of the Connection Charge in cleared funds from the Customer. Full payment of the Connection Charge shall be due in accordance with the payment terms set out under the Offer Letter or Specific Conditions and in any event at least 7 days prior to the Energisation date.

6.7 Where under this Agreement any party agrees to pay to any other party any sum or to furnish to any other party consideration which (in either case) is consideration for a taxable supply that sum or consideration shall be exclusive of Value Added Tax payable on it and the recipient of the supply shall pay an amount equal to such Value Added Tax in addition to any sum or consideration on receipt of a valid Value Added Tax invoice from the relevant party.

6.8 WPD shall be entitled to require security from the Customer before the commencement of the Connection Works .

7. Ownership, use and removal of Connection Equipment

7.1 The Connection Equipment shall be installed in a position agreed by WPD.

7.2 The property in the Connection Equipment shall remain with WPD who may use it to connect its other customers.

7.3 If prior to the Connection Works being completed, WPD or the Customer cancels the Connection Works or part of them WPD may require the Customer, (at no cost to WPD), to assist WPD in removing the Connection Equipment and to pay within 7 days to WPD the amount of any expenditure reasonably incurred by WPD in the expectation of the performance of such Connection Works or part of them, or otherwise arising in consequence of such cancellation to the extent not yet invoiced.

8 Customer Works and Customer Installation

8.1 The Customer shall carry out all Customer Works with reasonable skill and care and in accordance with all applicable laws, rules and regulations.

8.2 WPD shall be under no obligation to permit the Customer's Installation to be connected directly or

indirectly to the Distribution System unless it is satisfied that:

(a) it will not cause danger or damage to, or undue interference with the Distribution System or the electricity supply to any third party; and

(b) if applicable, the Customer has done everything necessary to lawfully operate and use the Customer's Installation for export of electricity to the Distribution System.

8.3 The Customer shall produce such evidence as may be reasonably required by WPD to show that the Customer has complied with its obligations under clause 8.2 above.

8.4 Save where express written representations are made by WPD or where the relevant works are carried out by WPD, neither by inspection, Energisation, connection nor in any other way does WPD give any guarantee or warranty, expressed or implied, as to the adequacy, safety or any other characteristic of the Customer's Installation or anything connected to it directly or indirectly (save for any Connection Equipment). WPD shall be under no obligation to carry out any repair or maintenance to the Customer's Installation.

9. EU Procurement Regulations

Where the EC Procurement Regulations apply to the procurement by WPD of works, goods or services which are necessary to carry out the Connection Works, WPD shall comply with such Regulations and provide any details reasonably required by the Customer to prove such compliance.

10. Liability

10.1 Each party accepts unlimited liability for death or personal injury caused by its negligence.

10.2 WPD's aggregate liability for physical damage to the Customer's tangible property (save where provided in clause 10.3) resulting from any act, default or omission (whether negligent or otherwise) of WPD, its employees, agents or sub-contractors, or from WPD's breach of the Agreement or breach of statutory duty, shall be limited to £5,000,000 per event or series of connected events.

10.3 WPD shall have no liability whatsoever, arising in contract, tort (including negligence) or breach of statutory duty, for any:

(a) defect, malfunction or otherwise in the Customer's electrical equipment or the Customer's Installation, if applicable;

(b) defects in the Connection Equipment and the Distribution System which are a result of any Customer Works;

(c) loss of profit, business, contract, revenue, opportunity, goodwill, use of software or data, anticipated savings or for any administrative and overhead costs;

(d) indirect or consequential loss; and

- (e) loss arising from any claim made against the Customer by any other person, unless such loss results directly from WPD's negligence or breach of contract in which event WPD's liability shall be limited to £5,000,000 per event or series of connected events.

10.4 Nothing in this clause 10 shall exclude or restrict or otherwise prejudice or affect the rights, powers, duties and obligations of either party which are conferred or created by the Act, WPD's distribution licence or the Electricity Safety, Quality and Continuity Regulations 2002, as amended.

11. Force Majeure

11.1 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay or non-performance of any of its obligations (other than any payment obligations) under this Agreement to the extent that such delay or non-performance is due to an Event of Force Majeure. Such obligations shall be suspended while the Event of Force Majeure continues.

11.2 The party affected by an Event of Force Majeure shall immediately notify the other party in writing of the nature and extent of the Event of Force Majeure and the affected party shall use all reasonable endeavours to mitigate its effects.

11.3 If the Event of Force Majeure continues for more than 2 calendar months, the unaffected party shall be at liberty to terminate this Agreement with immediate effect by giving written notice on the other. The service of such notice shall be without prejudice to any rights or obligations that have accrued prior to termination.

12. Termination

12.1 The Customer may by 30 days' prior notice in writing terminate the Agreement at any time without cause.

12.2 Either party may by notice in writing terminate the Agreement with immediate effect at any time if the other party commits a material breach of the Agreement provided that where such breach is capable of remedy the party in breach has been advised in writing of the breach and has not rectified it within thirty (30) days of receipt of such advice/notice. For the purposes of this sub-clause a breach shall be considered capable of remedy if time is not of the essence in performance of the obligation and if that party can comply with the obligation within the 30 day period.

12.3 WPD may by notice in writing terminate the Agreement with immediate effect on or at any time on the happening of any of the following events:

- (a) the passing of a resolution for the Customer's winding-up or the making by a court of competent jurisdiction of an order for the winding-up or the dissolution of the Customer;

- (b) the making of an administration order or the appointment of an administrator under the out-of-court procedure under the Enterprise Act 2002 or the appointment of a receiver or an administrative receiver over, or the taking possession or sale by an encumbrancer of, any of the Customer's assets;
- (c) the Customer making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally;
- (d) the Customer ceasing to do business at any time for 30 consecutive days; or
- (e) WPD being unable to commence the Connection Works within two (2) months from the date agreed between the parties due to any act, default or omission (whether negligent or otherwise) by the Customer, provided that such date shall not be earlier than 6 months from the date of this Agreement.

12.4 On Energisation this Agreement shall automatically expire save as set out in clause 13.

12.5 The provisions of this clause 12 are without prejudice to any other right or remedy either party may have against the other for breach or non-performance of this Agreement.

13. Consequences of Termination

13.1 All rights and obligations of the parties shall cease to have effect immediately upon expiry or termination of this Agreement except that termination shall not affect:

- (a) the accrued rights and obligations of the parties at the date of termination or expiry; and
- (b) the provisions contained in clauses 7, 8, 13, 15, 17, 18, and 19 which shall survive the expiry or termination of this Agreement howsoever caused and shall continue in full force and effect.

13.2 If on termination of the Agreement any staged payments made by the Customer exceed the actual costs incurred by WPD in carrying out the Connection Works up to and including the date of termination, WPD shall issue a credit note in respect of such excess amount and reimburse the Customer accordingly, provided that WPD shall have the right to set off from such amount any sums due to WPD by the Customer under this Agreement.

14. Variation

14.1 Each party shall be entitled to propose variations to the terms of this Agreement provided no purported variation to the Agreement shall be effective unless it is in writing and signed on behalf of both parties.

14.2 The Connection Charge shall be adjusted by such an amount as is reasonable to reflect the increased or, as the case may be, decreased cost to WPD of meeting its obligations under this Agreement as a result of the variation.

14.3 If the parties are unable to agree a proposed variation, the parties shall attempt to resolve the matter in accordance with the internal dispute

resolution procedure set out in clauses 15.1 and 15.2. If the senior representatives of the parties fail to resolve the matter, neither party shall have any obligation to implement the variation.

15. Dispute Resolution

15.1 Subject to clause 15.4 if a dispute arises out of or in connection with this Agreement, the parties shall:

- (a) within 7 days of written notice of the dispute being received by the receiving party in good faith seek to resolve the dispute through negotiations between the parties' senior representatives who have the authority to settle it;
- (b) not pursue any other remedies available to them until at least 28 days after the first written notification of the dispute.

15.2 The appointed representatives shall use all reasonable endeavours to resolve the dispute.

15.3 Nothing in this clause 15 shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary to avoid irreparable damage.

16. Assignment

16.1 This Agreement shall be binding on and enure for the benefit of the successors in title of the parties but, except as set out in sub-clause 16.2, shall not be assignable by either party without the prior written consent of the other. In addition, a party to this Agreement may not hold the benefit of the Agreement or any rights under it on trust for any third party or parties.

16.2 WPD may assign the benefit of this Agreement to any company within its Group. For the purposes of this Agreement, "Group" means a company's subsidiaries, its holding companies and any subsidiaries of such holding companies, "subsidiary" and "holding company" having the meanings ascribed to those terms in Section 1159 of the Companies Act 2006.

17. General

17.1 This Agreement and any documents referred to in this Agreement set out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

17.2 To the extent that any of the provisions in these General Conditions conflict with the provisions in the other documents which constitute this Agreement, the order of precedence shall be as follows:

- (a) the Specific Conditions;
- (b) the Characteristics and Charge Statement, or Letter of Acceptance (as appropriate) as signed by the Customer;
- (c) the Offer Letter; and
- (d) these General Conditions.

17.3 To the extent that any provision of this Agreement is found by any court or competent jurisdiction to be invalid, unlawful or unenforceable it shall not affect the enforceability of the remainder of the Agreement.

17.4 No single or partial exercise or failure or delay in exercising any right, power or remedy by either party shall constitute a waiver by that party of, impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

17.5 No express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third parties) Act 1999 by any person who is not a party to it.

17.6 Joint and several liability

- (a) where any liability or obligation is undertaken by two or more persons, the liability or obligation of each of them shall be joint and several;
- (b) the release or compromise in whole or in part of the liability of or grant of any time or indulgence to any one or more of joint and several obligors shall not affect the liability of the other or others.

18. IP rights and confidentiality

18.1 All rights in the design, specification, plans or drawings contained or accompanying this Connection Offer belong to and remain with WPD and shall not be used by the Customer or any other person without WPD's written consent.

18.2 All data and information acquired or reviewed by the parties in connection with this Connection Offer is confidential and shall not be divulged to any third party without the prior written consent of the other party except insofar as may be required by law.

19. Notices

19.1 Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first class post, prepaid recorded delivery or facsimile to the address of the party as set out in this Agreement or as otherwise notified in writing from time to time.

A notice shall be deemed to have been served:

- (a) at the time of delivery if delivered personally;
- (b) 48 hours after posting; or
- (c) 2 hours after transmission if served by facsimile on a Business Day prior to 3 pm or in any other case at 10 am on the Business Day after the date of despatch.

19.2 A party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement.

20. Governing law and jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of England and Wales and subject to clause 15 the parties irrevocably submit for all purposes to the exclusive jurisdiction of the courts of England and Wales.

Letter of Acceptance

To:	From:
Western Power Distribution (East Midlands) plc	xxx
Victory Park	xxx
Victory Road	xxx
DERBY	xxx
Derbyshire	xxx
DE24 8EP	xxx

FAO Planner

Our Ref:	Your Ref:
xxx	xxx

Customer:

Connection Offer for an electricity connection at (Site address)

We accept the terms of your Connection Offer dated 05/09/2016.

Option 1 – WPD to undertake both Non-contestable and Contestable works ☐

Option 1 price including VAT £xxx (For scheme and version xxx/1)

Option 2 – WPD to undertake the Non-contestable work only ☐

Option 2 price including VAT £xxx (For scheme and version xxx/1)

[Please tick as appropriate]

We accept responsibility for all reasonable costs that WPD may incur as a result of our termination of this Agreement or any variation, cancellation or partial cancellation of the Connection Works and agree that outstanding costs will then be invoiced by WPD for the immediate payment.

Signed:

..... for and on behalf of the Customer

Full Name.....

Designation.....

Dated.....

(THIS MUST BE SIGNED BY AN AUTHORISED PERSON)