Offer Letter

WESTERN POWER DISTRIBUTION
Serving the Midlands, South West and Wales

Avonbank
Feeder Road
Bristol
BS2 0TB

Tel: [●]
e-mail: [●]

Your Ref:	**Our Ref:**	**Date:**
[●]	[●]	[●]

Dear [●]

A Connection Offer for electricity connection works by Western Power Distribution [●] Plc ("WPD") at [●]

Thank you for your application requesting a connection offer for a new electricity connection at the Premises. I am pleased to provide WPD's formal offer to you to provide the Proposed Connection(s).

All capitalised words and expressions used in this Offer Letter shall, unless otherwise defined in this Offer Letter or the context otherwise provides, have the same meaning as set out in the Specific Conditions for Connections Works and the General Conditions for Connection Works.

The terms and conditions on which WPD will carry out the Connection Works you require are set out in the Specific Conditions for Connection Works and General Conditions for Connection Works. Please ensure that you read both documents carefully.

Western Power Distribution (South Wales, West Midlands, East Midlands, South West) plc
Registered in England and Wales No. (2366985, 3600574, 2366923, 2366894)
Registered Office:
Avonbank, Feeder Road, Bristol BS2 0TB,

WPD's offer for the Proposed Connection(s) (the **"Connection Offer"**) is made pursuant to and in accordance with the provisions of WPD's Distribution Licence and is comprised of the following documents:

- this offer letter (the **"Offer Letter"**);
- the Specific Conditions for Connection Works;
- the General Conditions for Connection Works dated June 2018 (a copy of which can be found at westernpower.co.uk/docs/connections, or provided on request);
- Plan No [●] dated [●] showing WPD's existing Distribution System, Point of Connection location and premises
- a Customer Breakdown of Charges;
- the Acceptance Form, to be signed and returned by you;
- a Health and Safety Questionnaire to be completed by you; and
- a Cost of Legal Fees Statement.

The following provides an overview of the Connection Offer based on WPD's understanding of your requirements.

Summary of the electricity connection requirements
[●]

Summary of the electricity reinforcement required
[●]

Competition in Connections and the Connection Charge

Competition in Connections 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. You have the option to appoint an independent Connection Provider (an "**ICP**") to carry out some of the Connection Works, referred to as the **"Contestable Connection Works"**. 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 you want WPD to undertake both the Non-contestable Connection Works and the Contestable Connection Works you should accept **Option 1**. If you want WPD to undertake only the Non-contestable Connection Works you should accept **Option 2**. The Connection Charges for **Option 1** and **Option 2** are set out below:

		Price excluding VAT	Price including VAT
Option 1	WPD undertakes all the Non-contestable and Contestable Connection Works.	[•]	[•]
Option 2	WPD undertakes only the Non-contestable Connection Works and an ICP undertakes the Contestable Works.	[•]	[•]

Please note that the Connection Charge may be adjusted following acceptance of, and as set out in, this Connection Offer, including as set out in clause 6 of the General Conditions for Connection Works.

Unless otherwise specified the terms and conditions set out in this Connection Offer shall apply equally to both options.

A description of the Non-contestable Connection Works and Contestable Connection Works is provided in clauses 3.2 and 3.3 of the Specific Conditions for Connection Works. The enclosed Customer Breakdown of Charges also provides further detail.

If you accept Option 2, you (or your appointed ICP) will undertake the Contestable Connection Works specified in clause 3.3.3 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.

Statement of Works

This Connection Offer is made subject to the outcome of any Statement of Works ("SoW") request that WPD may be required to submit to National Grid Electricity Transmission plc ("NGET") in order to ascertain the effect of the Customer's proposed development on the transmission system. Recent SoW requests made to NGET have highlighted widespread issues on the transmission system that require mitigation. This is due to the cumulative impact of new connections on the distribution system. NGET now require connection sites in many areas to modify the operating characteristics of the connection. In certain areas NGET have indicated that they will have to reinforce parts of the transmission system prior to the connection of any further developments. Developers who initiate these works will be required to fund the cost and wait for NGET to complete the reinforcement. The costs may be significant and the associated construction timescales could be lengthy. WPD will confirm if a SoW request in required in relation to the

Proposed Connection. Please see the Statement of Works clause of the Specific Conditions for Connection Works for more information.

General Conditions for Connection Works

As well as the documents enclosed with this Offer Letter, the Connection Offer also incorporates and is subject to Version 3 June 2018 of our General Conditions for Connection Works. The General Conditions for Connection Works are a part of the Agreement that is formed between us in accordance with the 'Acceptance' paragraph below. You can view them here westernpower.co.uk/connection-docs. Alternatively, we can send you a copy on request.

Please take the time to read them as they include important provisions setting out, for example, the circumstances in which you may cancel or WPD may terminate the Connection Offer . They also set out details of WPD's limits of its liability to you, as well as definitions of terms used in this document that you may find helpful. We are happy to discuss any element of these conditions with you.

Data Protection

WPD take data protection very seriously – details of:

- how WPD collects, stores and uses information that identifies individuals ("Personal Information") in connection with its business activities;
- WPD's legal basis is for processing that Personal Information; and
- your rights in relation to your Personal Information**,**

can be found on WPD's privacy policy, which can be viewed here https://www.westernpower.co.uk/Privacy-Policy.aspx. Alternatively, we can send you a copy on request.

Acceptance

If you would like to accept this Connection Offer please return the following completed documents to WPD at the above address:

- the Acceptance Form;
- the Health and Safety Questionnaire.

Unless otherwise agreed with us in writing this Connection Offer will automatically expire if WPD do not receive these documents by <date_plus_901>.

Once WPD have received the documents set out above, subject to any provisos set out in the Connection Offer, WPD will:

- date the Acceptance Form and send you a copy for your records; and
- invoice you for any payments which are due.

The Agreement between you and WPD shall be formed when we date the Acceptance Form. WPD reserve the right to withdraw the Connection Offer on written notice at any time prior to formation of the Agreement. Unless otherwise agreed with WPD in writing, the Agreement shall be on the terms

and conditions set out in this Connection Offer, and any purported acceptance of the Connection Offer containing any variation to these terms shall be invalid.

If the Agreement is terminated by you or by WPD as set out in clause 13.3 of the General Conditions for Connection Works you will be liable for any reasonable costs incurred by WPD as a result as set out in that clause. You may also be liable for an NGET cancellation charge as set out in the clause headed 'Statement of Works' in the Specific Conditions for Connection Works.

Interactivity

If WPD receive a separate application for a connection which makes use of the same part of our Distribution System as the Proposed Connection(s) and, due to network constraints and the amount of capacity available on the Distribution System, WPD determines that it cannot accommodate the Proposed Connection(s) and the new connection without a material impact on the terms of the connection offers made (including, for example, an increase in the Connection Charge to account for additional reinforcement works) this Connection Offer may become "Interactive" and acceptance of your Connection Offer may become conditional upon other customers with **Interactive Connection Offers** not accepting their connection offers first. If this Connection Offer becomes interactive WPD will notify you in writing and will provide details of the process for accepting your interactive connection offer. Further information in relation to interactivity is set out in WPD's Statement of Methodology and Charges for Connection, which is available from WPD's website www.westernpower.co.uk.

Further Information

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: [●]. If, following discussion with [●], we still cannot reach an agreement please contact the Complaints Department on 0800 055 6833 or email complaints@westernpower.co.uk. 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 independent energy regulator, Ofgem, for a decision.

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

Yours sincerely,

[●]
Western Power Distribution [●] Plc
Registered Office: Avonbank, Feeder Road, Bristol BS2 0TB

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.

1. Definitions

1.1. All capitalised words and expressions used in these Specific Conditions for Connection Works shall, unless otherwise defined in these Specific Conditions for Connection Works or the context otherwise provides, have the same meaning as set out in the Offer Letter and the General Conditions for Connection Works.

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

"**Customer**" means [●]

2. Basis of the Connection Offer

2.1. Customer's Installation

2.1.1. WPD understands that, based on current information provided by the Customer, including within the Customer's connection application, the proposed Customer's Installation will comprise the following:-

•

2.2.	Supply Specification for the Proposed Connection(s)	
2.2.1	Subject to any other provision of this Connection Offer, the characteristics of the Proposed Connection(s) will be:	
	Nominal Voltage at Connection Point	[●]
	No of Phases	[●]
	Nominal Frequency	50 Hz
	Maximum Export Capacity	[●]kVA
	Maximum Import Capacity	[●] kVA
	Earth Provided by WPD for Customer's Use:	[●]
	External Earth Loop Impedance	[●]
	Maximum Prospective Short Circuit Current	[●]
	Acceptable Power Factor for Export Capacity	[●] with a reactive power tolerance of [●] kVAr
	Acceptable Power Factor for Import Capacity	[●] lag to unity with a reactive power tolerance of [●] kVAr

2.2.2 Where the Proposed Connection(s) is provided in two or more phases the Customer's load shall, as far as is reasonably practical, be balanced.

2.2.3 The Maximum Import Capacity and Maximum Export Capacity means the maximum power in kilovolt amperes (kVA) which has been requested by the Customer and which WPD is prepared to make available. WPD accepts no obligation to provide capacity in excess of this. Further information is provided in WPD's Statement of Methodology and Charges for Connection.

The Availability Charge, which is payable under the Customer's supply tariff / contract will be based on the Maximum Import Capacity set out in the Connection Agreement and will be set for a minimum of 12 months.

2.3 Point of Connection

The Point of Connection to WPD's existing Distribution System will be [●]

2.4 Connection Point

The Connection Point will be [●] It will be the Customer's responsibility to provide and maintain the Customer's Installation beyond the Connection Point in conformity with any regulations and orders for the use of electricity on the Premises.

2.5 Network Constraints

Whilst WPD will endeavour to minimise any disruption, WPD does not guarantee that the Customer will be able to import or export electricity through the Connection Point at all times. The Connection Point may be de-energised, or a Customer's import reduced (including to zero) as set out in the Connection Agreement, including for the reasons set out in the National Terms of Connection (as amended from time to time and as incorporated into the Connection Agreement) or in the event of abnormal network running conditions (including as a result of network outages or communications system failures).

3 Outline of the Connection Works

3.1 This Connection Offer provides the Customer with two mutually exclusive options for the Proposed Connection(s).

3.2 OPTION 1

The first option for the Proposed Connection(s) is for WPD to undertake both the Non-Contestable and the Contestable Connection Works.

Non-contestable Connection Works undertaken by WPD

3.2.1 WPD will provide the Proposed Connection(s) by performing the following Non-contestable Connection Works:

- [●]

Contestable Connection Works undertaken by WPD

3.2.2 WPD will provide the Proposed Connection(s) by performing the following Contestable Connection Works:

- [●]

Payment of the Connection Charge

3.2.3 Payment of the Connection Charge (which may be further adjusted as set out in this Connection Offer, including clause 6 of the General Conditions for Connection Works) is required following acceptance of this Connection Offer.

3.2.4 Unless otherwise notified, WPD may invoice the Initial Payment (if any) set out above or (where a single payment is provided for) the entire payment following the Customer's acceptance of this Connection Offer and for any other staged payments (where included) based on the timings set out above, which such invoices must be paid by the Customer within 28 days of the date of that invoice.

3.2.5 Without prejudice to any other provision in this Connection Offer, WPD shall be under no obligation to commence its Connection Works until the Initial Payment (if any) or (where relevant) the payment set out above has been received.

3.3 OPTION 2

The second option for the Proposed Connection(s) is for WPD to undertake only the Non-Contestable Connection Works.

Non-contestable Connection Works undertaken by WPD

3.3.1 WPD will provide the Proposed Connection(s) by performing the following Non-contestable Connection Works:

- [●]

Contestable Connection Works undertaken by WPD

3.3.2 WPD will provide the Proposed Connection(s) by performing the following Contestable Connection Works:

None

Contestable Connection Works undertaken by the Customer or the Customer's appointed Connection Provider

3.3.3 The Customer or the Customer's appointed Connection Provider, 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 of the Connection Charge

3.3.4 Payment of the Connection Charge (which may be further adjusted as set out in this Connection Offer, including clause 6 of the General Conditions for Connection Works) is required following acceptance of this Connection Offer.

3.3.5 Unless otherwise notified, WPD may invoice the Initial Payment (if any) set out above or (where a single payment is provided for) the entire payment following the Customer's acceptance of this Connection Offer and for any other staged payments (where included) based on the timings set out above, which such invoices must be paid by the Customer within 28 days of the date of that invoice.

3.3.6 Without prejudice to any other provision in this Connection Offer, WPD shall be under no obligation to commence its Connection Works until the Initial Payment (if any) or (where relevant) the payment set out above has been received.

4. Design Approval

4.1. The Customer (or their Connection Provider) is required to provide WPD with all information relating to the design of its or their Contestable Connection Works in order to confirm suitability for Adoption by WPD. WPD require a (single) full and comprehensive design submission for the Customer's / Connection Provider's Contestable Connection Assets (including, without limitation plant, equipment and cables/lines) which are to be Adopted by WPD. Part or incomplete designs will not be accepted as a valid design submission. Where WPD does not consider the submission to be full and comprehensive, WPD will inform the Customer / Connection Provider that the submission has been rejected.

4.2. The Customer should refer to and comply with the requirements laid out under WPD'S appropriate design guides for switchgear and associated equipment. A copy of the appropriate design guides and other design specification information is available on request or on the WPD Technical Information Website.

4.3. 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 Business Days of receipt of the design (20 Business Days where EHV works are required). Where the design submission is rejected WPD may levy additional charges for considering subsequent design submissions.

Inspections

4.4. WPD will undertake inspections of the Customer's / Connection Provider's Contestable Connection Works. An estimate of the charge for carrying out such inspections is included in the Connection Charge and is set out in the enclosed Customer Breakdown of Charges. This non-binding estimate has been calculated on the basis of the number of visits WPD anticipates it will make for a connection of this type and size. If the number of inspections required for the Proposed Connection(s) exceeds the estimate provided by WPD in the Customer Breakdown of Charges, WPD may require the Customer to pay for each additional inspection at the rates set out on the WPD Technical Information Site.

Adoption Agreement

4.5. Where the Customer (or the Customer's appointed Connection Provider) wishes to provide some or all the Contestable Connection Work they must first provide such evidence as WPD may reasonably require that the Customer (or their Connection Provider) has 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.

4.6. 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 the WPD Technical Information Site.

4.7. The Customer (or the Customer's appointed Connection Provider for the Contestable Connection Works, when applicable) must, prior to commencement of any Connection Works, enter into 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 Customer (or the Customer's appointed Connection Provider). WPD will (upon submission of the Customer's (or their appointed Connection Provider's) design) issue a site specific agreement pursuant to the Framework Network Access and Adoption Agreement to the Customer (or their appointed Connection Provider) in respect of the Proposed Connection(s) for signature.

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

5. Customer Works

5.1. The Customer shall provide and install, at no cost to WPD, the following:-

- [●]

5.1.1. Substation construction

See Earthing.

Excavations and reinstatement

5.1.2. All on site 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.

5.1.3. Excavations, including the provision of any 3mm to dust bedding around cables and blinding material and/or ducting as may be required by WPD and reinstatement shall be carried out to WPD's approved specification. In any event, draw cords shall be incorporated and the ends marked for ease of location. Subject to the clause below, the required trench depths, widths and minimum cover for various cables and circumstances are specified in the following table. Where cables are not required by WPD to be protected in ducting 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	300mm
HV	Pavement Or Private Land	530mm	300mm	450mm	150mm	300mm
HV	Roadway (ducts)	600mm	300mm	520mm	150mm	400mm

5.1.4. Notwithstanding the clause above, 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 required depth, as agreed with the National Farmers' Union, is 1000mm for all LV and HV cables.

5.1.5. Where the Customer carries out trenchwork in the public highway they 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.

5.1.6. **Service tubing**

The Customer will install suitable [●] internal diameter WPD approved tubing from each service position to the footpath or verge etc. as shown on the plan. [●] should be installed at the meter position. A draw cord must be incorporated and the end marked for ease of location. There must be a minimum of 520mm cover in roadways and 450mm cover in pavements and private land.

Standard meter cabinets

5.1.7. The Customer will install and maintain Meter Cabinets to WPD specification, into the structure of each premises at the agreed position. The cabinet will only house the service termination and metering equipment. The bottom edge of the cabinet must be between 500mm and 1000mm from ground level. The tails for connection to the meter must enter from the lower right hand side of each cabinet, and holes must not be made in the top or back for any purpose. The WPD service cable will enter the bottom of the cabinet through a surface mounted pre-formed hockey stick therefore no gas, water or telecom termination equipment must be installed directly below it. A drawing showing the installation arrangement is available from WPD on request.

LV CT metering

5.1.8. The Customer will provide properly accessible accommodation for WPD's service line, termination, switchgear, apparatus and metering equipment. A wall surface area of at least 1700mm high x 1000mm wide is required to house the termination and metering equipment. This is in addition to any space required for the Customer's trunking and switchgear. An additional unobstructed area of full width and minimum depth 1300mm (from the back wall) must be provided in front to allow

WPD's operatives to open the C.T. chamber door and work safely. A detailed drawing is available on request.

Where the connection warrants the provision of a CT metering panel physical limitations require that the Customer present only one conductor per phase and neutral for connection. It is the Customer's responsibility to connect the main load tails on to WPD's termination equipment. The termination into the panel should only be made by a suitably qualified electrician after the panel has been proved dead. The tails should be "Tri-rated" cable and must be terminated by means of appropriately sized crimp lugs.

Meter tails

5.1.9. The meter tails presented for connection must be clearly marked to indicate polarity (and phase colour where appropriate). Individual earthing conductors and main equipotential bonding conductors must be marshalled at a customer's main earthing terminal and only one main earthing conductor presented for connection to the WPD main earthing terminal. Where more than one set of tails is presented for connection due to tariff variations, each set must be clearly identified and only one set of tails presented for each tariff.

Meter cabinet

5.1.10. The Customer will install a weather-proof lockable cabinet to accommodate WPD's cutout, the meter and Customer's switchgear. If there is a fenced compound, the cabinet should be sited so that it can be accessed from outside the fence. Provision should be made in the cabinet base to allow entry of WPD's cable by a slow bend duct entry

5.1.11. The Customer shall be responsible for all on-going repairs and maintenance of all accommodation, equipment and facilities it has provided.

6. Customer Installation

6.1. The Customer shall be required to confirm full and final details of the Proposed Connection(s) and Customer Installation, including the electrical layout, provisions for protection and electrical parameters of the Customer’s Installation, prior to commencement of any Connection Works by WPD.

6.2. Without prejudice to any other provision in this Connection Offer, if final details of the Proposed Connection(s) and Customer Installation (including where confirmed to WPD pursuant to the clause above or otherwise or arising out of the results of any surveys, studies or investigations carried out by the Customer or by WPD) modify or deviate from, or have any other impact on, the physical or electrical characteristics of, the Proposed Connection(s) as confirmed to WPD prior to issuance of this Connection Offer, including where any additional works are identified as being required:

6.2.1. in respect of any earthing pursuant to the clause headed 'Earthing' below

6.2.2. in respect of any system protection pursuant to the clause headed 'System Protection' below,
WPD may, at its sole option, terminate (with immediate effect by notice) the Agreement or require a variation to the Agreement, including the Connection Charge. Where WPD requires a variation to the Agreement (including, where

relevant, the Connection Charge) WPD shall give notice of such required variation to the Customer and the Agreement shall be deemed to be varied accordingly as from the date of deemed service of such notice. For the avoidance of doubt, clause 14 of the General Conditions for Connection Works does not apply to any such variation. If the Customer does not accept (in accordance with its terms) or disputes any variation to this Agreement required by WPD as notified to the Customer, then WPD shall have the option to terminate (with immediate effect by notice) the Agreement.

6.3. Once final details of the Proposed Connection(s) and Customer Installation have been confirmed to WPD these shall be deemed to be included in this Agreement and any change to these will constitute a variation to which clause 14 of the General Conditions for Connection Works shall apply.

6.4. The Customer shall ensure that any voltage fluctuation or unbalance and harmonics caused by any of its electrical equipment or apparatus on the Development site does not exceed the levels laid down in National Engineering Recommendations P28, P29 and G5/4, as amended, and if appropriate, as modified by WPD.

- P28 covers ‘Planning limits for voltage fluctuations caused by industrial, commercial and domestic equipment in the United Kingdom’
- P29 covers ‘Planning limits for voltage unbalance in the United Kingdom’
- G5/4 sets down the ‘Limits for harmonics in the United Kingdom supply system’

6.5. The short-term flicker severity, Pst, as defined in Engineering Recommendation P28, caused by the Customer’s Installation shall be limited to 0.5 at the point of common coupling. The Customer’s Installation shall be designed such that it is possible, if so required, to introduce sequential switching to ensure a minimum period between each operation that causes voltage change consistent with the above flicker limit; examples include switching of each transformer, switching of load etc. The magnitude of the voltage change caused by the operation of the Customer’s Installation shall be limited to 3% for events no more frequent than once every 10 minutes; for infrequent events, no more frequent than once per three months, this value is increased to 6%; for very infrequent events, no more frequent than once per year, this value is increased to 10%.

6.6. Where appropriate, WPD may define harmonic limitations that take account of the multiple connection applications to the same part of the Distribution System to give equitable treatment for all. This means that the Customer may be allocated a portion of the margin between background level and planning level as set out in G5/4, rather than allowing one connection to take the whole margin.

6.7. WPD will not Energise the connection until WPD is satisfied the requirements of G5/4 and P28 are met and any required mitigation put in place. The Customer’s choice of equipment may influence the need for mitigation significantly (e.g. harmonic emissions produced by equipment with a similar function can vary substantially with some makes/models being cleaner than others). If requested by the Customer, WPD will undertake Stage 2 power quality assessments under G5/4 and P28 following acceptance by the Customer of this Connection Offer.

6.8. The Customer shall not connect any electrical equipment that may adversely affect the supply of electricity to others and/or cause disturbance outside of acceptable limits to the Distribution System without WPD’s previous written consent, which will

not be unreasonably delayed or withheld. Such equipment includes motors, welders, furnaces, high power appliances, convertors (e.g. rectifiers, switch mode power supplies, uninterruptible power supplies, battery chargers, high-frequency induction furnaces and variable speed drives), regulators (e.g. AC heating and lighting controls) and other equipment with non-linear voltage/current characteristics (e.g. arc welders and arc furnaces). Consent may be granted for equipment subject to specified operating restrictions required by WPD. WPD may base any consent upon estimating the disturbance caused by the proposed equipment (which cannot be precisely determined in advance) and taking a risk-based approach to likelihood of complaint. Given this it may be that, after installation of any electrical equipment is complete, the disturbance levels are determined to be unacceptable, and/or complaints are received that are attributable to the Customer's equipment. WPD may de-energise the Connection Point or curtail the Customer's import / export (including to zero) where the Customer's Installation and/or any other electrical equipment which the Customer connects adversely affects any other customer connected to the Distribution System and/or causes and the Customer shall be responsible for the costs of any remedial action that may be required as a result of any electrical equipment which the Customer connects (including to the Customer's Installation and/or the Distribution System).

6.9. The Customer's Installation and equipment shall comply with the requirements of Electricity Networks Association Engineering Recommendation P28 "Planning limits for voltage fluctuations caused by industrial, commercial and domestic equipment in the United Kingdom".

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

7. Programme of Connection Works

7.1. A detailed programme of Connection Works has not yet been finalised. The programme will be discussed and agreed following acceptance of the Connection Offer and depending on the level of Contestable Connection Works to be undertaken by the Customer. By way of a non-binding indication, a scheme of this nature typically has a timescale of approximately [●]from the date of the Acceptance Form to Energisation.

7.2. Notwithstanding that a detailed programme of Connection Works is still to be agreed, this Connection Offer is made on the understanding that the following milestones are met by the respective milestone dates:

7.3. a detailed programme of works is agreed and the Connection Works are commenced within [●]months from the date of the Acceptance Form (save for in the event that this milestone is missed as a direct result of an act or omission of WPD, other than where such act or omission is due to a Condition Precedent not having been, or continuing to be, satisfied or any other reason outside of WPD's reasonable control or any act, default or omission by the Customer, its employees, agents or sub-contractors or the Customer's breach of the Agreement or any statutory duty); and

7.4. the Connection Works are completed and (where relevant) the Customer's Installation is Energised within [●] months from the date of the Acceptance Form (save for in the event that this milestone is missed as a direct result of an act or omission of WPD, other than where such act or omission is due to a Condition

Precedent not having been, or continuing to be, satisfied or any other reason outside of WPD's reasonable control or any act, default or omission by the Customer, its employees, agents or sub-contractors or the Customer's breach of the Agreement or any statutory duty).

7.5. Upon request the Customer shall provide evidence to WPD's satisfaction confirming the progress against each of the milestones and that it has met, or reasonably believes it will meet, each one by the dates specified. If a milestone has not been achieved by the relevant date, or will not be (in WPD's opinion, at its absolute discretion) achieved by the relevant date, WPD shall be entitled, at its absolute discretion, to terminate, with immediate effect by notice, the Agreement or to require a variation to the Agreement, including the Connection Charge and the milestones and milestone dates. Where some progress is being made toward the relevant milestone, WPD may, at its absolute discretion, take account of this fact when considering whether to terminate or vary the Agreement.

7.6. Where WPD requires a variation to the Agreement (including, where relevant, the Connection Charge) pursuant to the terms of clause 7.5, WPD shall give notice of such required variation to the Customer and the Agreement shall be deemed to be varied accordingly as from the date of deemed service of such notice. For the avoidance of doubt, clause 14 of the General Conditions for Connection Works does not apply to variations made pursuant to this clause 7.6. If the Customer does not accept (in accordance with its terms) or disputes any variation to the Agreement required by WPD as notified to the Customer, then WPD shall have the option to terminate (with immediate effect by notice) the Agreement.

7.7. The date of Energisation is dependent upon the Conditions Precedent set out in the General Conditions for Connection Works being, and (where relevant) continuing to be, satisfied (including no Connection Works Dispute arising or any such Connection Works Dispute being fully resolved and/or settled), Distribution System access, operational constraints, manpower availability, delivery times for cables, switchgear, transformers and other equipment and no Event of Force Majeure and/or a Distribution System emergency arising. Whilst WPD will use commercially reasonable endeavours to meet the Customer's requested Energisation date, WPD is not able to guarantee an Energisation date and shall not be liable to the Customer or any Third Party for any delay in the anticipated date for Energisation or for any related costs, damages, expenses or losses resulting from any delay caused by any of the above mentioned matters.

8. Safety

8.1. 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.

8.2. In particular:

- GS6 – Avoidance of danger from overhead electric lines.
- HS(G)47 - Avoiding danger from underground cables.

8.3. As part of the planning process and before commencement of any site works the Customer 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

9. System Protection

9.1. It is a condition to Energisation, and the Customer's responsibility, to ensure that:

9.1.1. there shall be no electrical interconnection between the proposed new electricity connection and any existing connection at the Premises.

9.2. The proposed WPD-owned [•]kV metered circuit breaker at the Connection Point substation shall have installed as standard overcurrent and earth fault protection. In addition, depending on Distribution System configuration and operational conditions there may be a requirement for additional protection inter-tripping to be installed. WPD shall provide the Customer with details of the protection settings employed at the metering circuit breakers. It is the Customer's responsibility to ensure that these settings provide adequate protection of the Customer's Installation.

9.3. To ensure compliance with the Electricity, Safety, Quality & Continuity Regulations 2002 (as amended) the Customer shall ensure their equipment and installation is adequately protected, both mechanically and electrically.

9.4. WPD may consider accepting tripping signals from the Customer. Each request will be considered on its merits. Where WPD agrees to accept tripping signals from the Customer, normally open volt free contacts for this purpose shall be provided by the Customer.

9.5. WPD's Connection Point circuit breaker and its associated protection may be included in the Customer's protection scheme for the site. The inclusion of WPD's equipment and protection into the Customer's protection scheme is the responsibility of the Customer. This facility is provided entirely at the Customer's risk and (subject to clause 10.1 of the General Conditions for Connection Works) WPD shall not be liable for any costs, expenses, damages or any other losses arising out of or in connection with the facility. WPD shall provide the Customer with details of the protection settings employed at the Connection Point circuit breaker. It is the Customer's responsibility to ensure that these settings provide adequate protection of the Customer's plant and apparatus.

9.6. An emergency trip button (break glass type) shall be provided that will enable the Customer to trip the WPD circuit breaker. The location of the emergency trip button will normally be in the Customer's own substation or control room but this will be decided on a project specific basis in conjunction with the Customer's requirements.

9.7. Costs will be subject to review following the design of a full operational inter-trip scheme following completion of this Agreement.

9.8. The Customer shall be responsible for the costs of any communication channels required for telecontrol, protection and operational inter-tripping.

9.9. Please note, all protection requirements shall be agreed with WPD prior to installation.

9.10. Inter-tripping will be required between WPD's Distribution System and the Customer's Installation (inter-trip received from both WPD's and the Customer's Installation). Allowance has been made for a basic scheme. No allowance has been allowed beyond the metering circuit breaker(s) into the Premises. The

responsibility and costs of this part of the inter-tripping scheme is to be borne by the Customer. Details of the final inter-trip scheme will need to be agreed with WPD. WPD reserve the right to amend its proposals and the Connection Charge to accommodate the Customer's protection proposal.

10. Earthing

10.1. The Customer 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.

10.2. When a telecom station is situated at or adjacent to a high voltage structure (e.g. transmission line tower), or major substation, technical and safety issues may arise. Lightning strikes and power system faults may cause the potential on earthed metalwork at the installation to rise in potential. The telecom installation and its LV connection shall be designed, installed and maintained to comply with Engineering Recommendation F: Recommendations for Low Voltage Connections to Mobile Telephone Base Stations with Antennae on High Voltage Structures so that it may withstand this rise in potential and to control the risks to personnel and public, as far as reasonably practicable.

10.3. Where the site is declared 'Cold' (as defined in ENA Engineering Recommendation S36), confirmation is required that step and touch potential limits are not exceeded on or off site. Making the site 'Cold' does not necessarily make the installation and adjacent properties safe for step and touch potential.

10.4. WPD has a duty of care to ensure it does not knowingly Energise a site that could be unsafe. We therefore require confirmation that the site is safe in this respect before we can approve the design. Touch and step potentials will need to be calculated and verified within the Customer's Installation and any adjacent properties.

10.5. Where the site is classified as 'hot' (as defined in ENA Engineering Recommendation S36), the Customer shall ensure that;

- there is adequate segregation between HV and LV earthing systems
- there is adequate segregation between WPD's HV switchgear and the Customer's transformer / LV system / PV panels.
- a WPD approved isolation transformer for the LV supply within the switch room / enclosure is provided by the developer.
- adequate isolation equipment in the signal cables between WPD's control panel and the Customer's Installation.

11. Substation Enclosures

11.1. Without prejudice to the generality of Clause 3 of the General Conditions for Connection Works, the Customer shall procure for or provide to WPD the conveyance or lease of such part or parts of the building at the Premises as are suitable (in WPD's opinion, at its absolute discretion), for WPD to establish and use as an electricity substation. WPD must be given safe, full, free and unobstructed 24 hour access to and from the site and the Connection Equipment for all purposes connected with its use as a substation. The Customer will grant or it will procure for WPD all necessary Rights in Freehold Land or all necessary Rights in Leasehold Land in the Premises and/or the Adjoining Land for the substation site and all Connection Equipment (in accordance with the General Conditions for Connection Works), including for the purpose of connections, and supply, to other customers, for £1 and the Rights in Freehold Land and/or the Rights in Leasehold Land shall be free from road charges and level.

12. Appointing a Supplier / Meter Operator

12.1. Before a supply of electricity can be imported or exported through the new connection the Customer 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 or visit the Ofgem website, www.ofgem.gov.uk/Licensing.

12.2. Prior to connection, WPD will provide the Customer with an import and, where relevant, export supply number for the new electricity connection. The Customer will need to quote the supply number(s) to the electricity supplier of their choice in order to arrange an electricity supply. If the supplier fails to register the supply number WPD will be unable to Energise the connection.

12.3. For connections with a maximum demand above 100kW and a generation capability above 30kW, half hourly metering is mandatory. The Customer's appointed supplier may arrange for a meter operator to install half hourly metering or the Customer to appoint their meter operator directly.

12.4. A list of meter operators can be obtained from the Association of Meter Operators, www.meteroperators.org.uk. It will be necessary for the Customer to ensure in conjunction with the meter operator, that suitable metering exists/is installed for the required level of import/export capacity.

12.5. WPD provides metering services to customers in the UK and can provide half hourly metering. Please inform WPD if you would like WPD to be your Meter Operator.

13. Connection Agreement

13.1. Prior to Energisation of the Customer's Installation the Customer or, where relevant, an end user of the Proposed Connection, must enter into a written Connection Agreement with WPD.

13.2. The Connection Agreement entered into with WPD prior to Energisation will govern the terms and conditions under which the Customer's Installation may be connected (and remain connected) to WPD's Distribution System. The Connection Agreement

is based on an industry standard and the terms and conditions contained therein are largely non-negotiable. Any request to amend the Connection Agreement will require a referral for legal advice and the Customer shall be responsible for costs incurred by WPD regardless of whether or not these changes or amendments are agreed and incorporated in the Connection Agreement.

14. Stores

14.1. Where the Customer wishes WPD to supply any meter cabinets, ducts and/or service tubing (less draw cords) and the cost of these items have not already been included in the Connection Charge, these may be purchased by arrangement with WPD's local stores office. Please contact the writer of the Offer Letter or telephone our General Enquiry number:

[For South West England 0845 601 2989]

14.2. Where the Customer wishes WPD to supply any meter cabinets, ducts and/or service tubing (less draw cords) and the cost of these items have already been included in this Connection Charge, collection may be made by prior arrangement with the local WPD Construction Team at the following locations:

[Addresses of local stores in WPD (South West) are:-

Osprey Road, Sowton Industrial Estate, Exeter EX2 7WP
Victoria Road, Barnstaple, Devon, EX32 8PR.
Elliott Road, Prince Rock, Plymouth, Devon, PL4 0SD.
Pavor Road , Watcombe, Torquay, Devon, TQ4 8BQ.
Lostwithiel Road, Bodmin, Cornwall, PL31 1DE.
Trevenson Lane, Pool, Redruth, TR15 3RF.
Avonbank, Feeder Road, Bristol, BS2 0TB.
1 Warne Road, Weston-Super-Mare, North Somerset, BS23 3UU.
Radstock Road, Midsomer Norton BA3 2AA.
South Street, Crewkerne, Somerset, TA18 8AE.
Venture Way, Priorswood Ind. Est., Taunton TA2 8DG

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)]<rt>

14. Communication masts

The construction of new communications masts are regularly subject to Local Authority planning permission. This requirement often means that it is necessary for the operator to adjust the position of the mast from that initially proposed, which may result in a redesign of the Proposed Connection. This Connection Offer (including the Connection Charge) is based on the Customer's current understanding of the mast's position. WPD require confirmation that planning permission for the communications mast is either not required or has been obtained by completing and returning the enclosed statement regarding planning permission. You may return the statement with the Acceptance Form or, where planning permission has not yet been obtained at the time this is returned, when it has been obtained. If planning permission is granted, but subject to all new electricity cables for the connection being placed underground, please tick the relevant box in the

statement. In the event that planning permission requires (in WPD's opinion, at its absolute discretion) a redesign of the Proposed Connection from that which this Connection Offer is initially based on, then WPD reserves the right to amend its proposals and/or recover from the Customer any costs arising in connection with such redesign.<rt>

15. Statement of Works

15.1. WPD may be required to request a Statement of Works from NGET in order to ascertain the effect of the proposed development on the transmission system. WPD will confirm if a SoW request is required in relation to the Proposed Connection and, if it is, the following provisions shall apply.

15.2. The Connection Charge is exclusive of all fees and/or costs charged or incurred by NGET in relation to any Statement of Works request and/or any modification application that may be required. The Customer shall be responsible for all fees and/or charges associated with the initial Statement of Works request and/or modification application and any additional fees and/or costs as required by NGET. WPD will confirm any fees and/or costs payable by the Customer in writing as soon as practicable after WPD receives confirmation of these from NGET and will issue an invoice for the same to the Customer which the Customer shall pay within 28 days of the date of the invoice. All fees and/or costs associated with an initial Statement of Works request are payable by the Customer in advance of WPD submitting the request to NGET.

15.3. The Customer shall be responsible for the cost of any works required on the Distribution System as a result of the Customer's request for a connection or a related Statement of Works request and/or modification application and accepts that the outcome of a Statement of Works request or modification application (including, without limitation, any requirement for NGET to modify the transmission system) could severely delay the anticipated date for connection and Energisation of the Premises.

15.4. NGET may also require works to be undertaken on the transmission system as a condition of the Customer's connection being permitted. In the event of NGET applying charges for these works, WPD will reflect these charges in its charges to the Customer.

15.5. Should transmission system works be required, NGET may apply a cancellation charge in the event that this Agreement is terminated or a reduction to the Maximum Import Capacity is agreed, which shall be payable by the Customer. NGET may also calculate a secured amount in respect of this cancellation charge (being a percentage of the cancellation charge, which reduces at certain trigger points) and WPD shall be entitled to require the Customer to provide security in respect of this cancellation charge. For the avoidance of doubt the Customer will not be required to provide security in excess of the secured amount calculated by NGET.

15.6. WPD shall be entitled to terminate this Agreement if the Customer:

15.6.1. fails to pay any sums falling due under this clause; or

15.6.2. when requested to do so by WPD, fails to confirm that it will pay any sums for which it is responsible under this clause.

15.7. The Customer accepts that WPD may, at its sole option, require an amendment to this Agreement to reflect any modified operating characteristics required by NGET and/or the revised Connection Charge. For the avoidance of doubt this may be after acceptance by the Customer of the Connection Offer. Clause 14 of the General Conditions for Connection Works will not apply to any such variation. If the Customer does not accept (in accordance with its terms) or disputes any variation to this Agreement required by WPD as notified to the Customer, then WPD shall have the option to terminate (with immediate effect by notice) the Agreement. Any modification to the operating required by NGET will also be reflected in the Connection Agreement governing the Premises.

15.8. WPD shall not be liable to the Customer for any modification to the operating characteristics required by NGET, any delay in the anticipated date for connection or Energisation of the Premises, any amendment to this Agreement or revision of the Connection Charge pursuant to this clause, or any related costs, damages, expenses or losses (including, without limitation, third party losses, loss of profit or economic loss).

Acceptance Form

Please complete Part B of this form and return to:
[●]
FAO: [●]

The Agreement (including the General Conditions for Connection Works) between the Customer and WPD shall be formed when WPD dates Part C of this Acceptance Form.

Part A: Connection Details
WPD Ref: [●]

Premises: [●]

Customer: <customer_namec1>

Company Number (if appropriate): [●]

Customer Address:

[●]

Part B: to be completed by the Customer
I/We, the Customer, accept the terms of the Connection Offer dated [●] (including the General Conditions for Connection Works) and wish to proceed on the basis of the option indicated below.

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

Option 1 price [●]plus VAT of [●] (For scheme and version [●]

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

Option 2 price [●] plus VAT of [●] (For scheme and version [●]

I/We, the Customer, accept responsibility for any reasonable costs that WPD may incur as a result of any termination in accordance with clause 13.3 of the General Conditions for Connection Works.

Signed……
for and on behalf of the Customer

Full Name……

Designation……..
(NOTE THAT THIS MUST BE SIGNED BY AN AUTHORISED PERSON)

Part C: (to be completed by Western Power Distribution)

Signed……
for and on behalf of Western Power Distribution [●] Plc
Registered Office: Avonbank, Feeder Road, Bristol BS2 0TB

Dated……

WESTERN POWER DISTRIBUTION

Serving the Midlands, South West and Wales

Customer SHE Risk Information

Construction (Design and Management) Regulations 2015

Hazard Category	Risk & Action Required	Further details attached?
Restrictions		
Site access/ egress		Yes / No
Proximity of live conductors/ other utilities		Yes / No
Adjacent land use		Yes / No
Space restrictions		Yes / No
Designated sites (SSSIs)/ invasive plants/ protected species (incl. nesting birds)		Yes / No
Site Conditions		
Asbestos		Yes / No
Confined spaces		Yes / No
Contaminated land/ radon		Yes / No
Ground conditions (incl. proximity of water courses)		Yes / No
Site Activities		
Vehicle movements (incl. heavy plant)		Yes / No
Fire/ hot work		Yes / No
Excavations		Yes / No
Work at height/ falling objects		Yes / No
Lifting operations (cranes)		Yes / No
Hazardous substances/ biological agents		Yes / No
Other		

Signed ……

Print Name ……

Dated ……

Job title ……

Company ……

WESTERN POWER DISTRIBUTION

Serving the Midlands, South West and Wales

Cost of Legal Fees Statement

1. The Connection Charge stated in this Connection Offer is:

1.1 inclusive of the costs incurred by WPD specialist staff in, or arising from, securing, obtaining or procuring all the necessary Rights in Freehold Land and/or Rights in Leasehold Land for example securing wayleaves or easements; and

1.2 exclusive of WPD's solicitors fees and costs incurred in, or arising from, securing, obtaining or procuring all the necessary Rights in Freehold Land and/or Rights in Leasehold Land (where such professional services are deemed necessary by WPD, at its absolute discretion).

2. Should you choose to accept this Connection Offer and such professional services are deemed necessary be WPD in order to secure, obtain or procure any Rights in Freehold Land and/or Rights in Leasehold Land, we will instruct our solicitor to confirm their estimated costs for the work within their initial correspondence to you. Our solicitor will recover these costs directly from you or your appointed legal representative.

3. For guidance purposes only, our solicitors will normally charge in the region of £675 - £800 + VAT and disbursements. For more complicated or larger schemes these costs may increase.

4. Should you accept this Connection Offer and Rights in Freehold Land and/or Rights in Leasehold Land in respect of the Premises are required (as confirmed by WPD), please complete the form below and return it with your Acceptance Form in order to help us progress the legal aspects of the connection.

Land owner(s)[1] details
Land owners name(s):
Telephone/mobile:
E-mail:
Address:

Legal representative details	
Legal representative acting for land owner(s):	Company Name:
	Contact name:
Telephone/mobile:	
E-mail:	
Address:	

[1] Please include details of the Freeholder plus any person with a leasehold interest of the land.