

WESTERN POWER DISTRIBUTION ("WPD") GENERAL CONDITIONS FOR CONNECTION WORKS

These should be read in conjunction with your connection offer and specific conditions for connection.

1. These Conditions relate to the design, installation, reinforcement and alteration of WPD's connection equipment (being the equipment and plant which form WPD's electricity distribution system) ("the Connection Equipment") and other related matters ("the Works") at the premises to be connected ("the Premises"). WPD's offer for electricity connection Works ("the Offer") shall comprise the offer letter sent by WPD to the Customer, the Specific Conditions for Connection Works and these General Conditions for Connection Works (together with any attachments). For self-quoted alterations, the completed application form, cost calculator and relocation drawing replace the Offer. Once accepted by the Customer, these documents will form WPD's contract with the Customer.
2. WPD shall use its reasonable endeavours to obtain all necessary easements, leases and consents in respect of any adjacent land to the Premises which are necessary to carry out the Works. If WPD is unable to obtain them then it may propose alternative routes for the Works which shall, together with any revised charges, be agreed with the Customer as soon as is reasonably practicable. WPD may, in its discretion, carry out the Works if it has obtained a wayleave to carry out the works in lieu of any easement. The acquiring of a wayleave shall not diminish the duties and obligations on the Customer.
3. The Customer, as owner/ occupier of the Premises, agrees to except and reserve out of the transfer/conveyance/lease to a purchaser/lessee of the Premises full right and liberty for WPD to place electric lines through the Premises and to use the same provided WPD shall make good any damage caused and shall not break open the surface of land covered by a building.
4. The Customer, as owner/occupier of the Premises, agrees to 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 Works and/ or install and maintain its plant and apparatus on the Premises.
5. The Offer is open for acceptance for 90 days after which it will automatically expire. The Offer is made on the condition that the works are completed within 90 days of the date acceptance was received by WPD. Should the Works be incomplete after 90 days, WPD reserve the right to terminate or vary this Offer immediately on written notice.
6. WPD may choose, in its discretion, not commence the Works on the agreed date in the following circumstances:
 - (a) if the Customer fails to provide suitable and adequate access to the Premises, or has failed to complete any necessary civil works, civil engineering or building work;
 - (b) where there is a distribution system emergency; or
 - (c) if all the necessary permissions have not been granted to WPD,in which event WPD shall agree with the Customer a new commencement date for the Works. For the avoidance of doubt WPD shall not be in breach of these Conditions due to the circumstances listed in this clause 6.
7. In addition to its obligations in clause 6(a) 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 Works on the Premises.
 - (b) provide all accommodation, equipment, buildings, structures, foundations, approaches or work equipment of the quality specified in any special terms for connection specified by WPD.
 - (c) take all steps necessary to ensure the safety of WPD, its employees, contractors and agents while carrying out the Works.
8. The Customer warrants that either it is the owner and/or occupier of, or has legal entitlement to possession of the Premises and that it can fulfill its obligations as set out in these Conditions or it will procure the necessary rights from the landowner for WPD to carry out the Works.
9. 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 Works, or the Works are suspended on the Customer's instruction for which WPD are not responsible, or due to alterations to the layout of the development, WPD will not be in breach of these Conditions and any additional cost reasonably incurred by WPD in consequence thereof shall be added to the charges set out in the Offer.
10. The property in the Connection Equipment shall remain with WPD unless stated otherwise in the Offer and WPD may use it to connect its other customers.
11. The connection charge is set out in, and may be subject to change as described in in clause 12 of these Conditions. The connection charge is due on the date the Offer is accepted by the Customer and must be paid within 28 days of becoming due by one of the methods set out in the Offer Letter. WPD shall connect/energise the Works only once the connection charge has been paid. For self quote alterations the Customer must return full payment with the application. In the event that additional works are necessary to complete the alteration these shall be agreed with the Customer prior to completion and payment must be made within 28 days of the works date. Should the Customer fail to agree to the additional works required they shall be deemed to have cancelled their request for an alteration and any monies paid shall be refunded.
12. The connection charge has been calculated on the basis of WPD's current charge-out rates and the information available to WPD at this time, and excludes any necessary additional costs that may arise in carrying out the Works ("Additional Costs"), where such costs were not reasonably foreseeable and/ or could not have reasonably been calculated by WPD at the time the Offer was made. Any Additional Costs will be payable by the Customer either by way of an adjustment to the connection charge or as an additional charge. In the event that Additional Costs arise, WPD will notify the Customer of them as soon as reasonably practicable and will require the Customer to confirm (within such timescale as WPD considers reasonable in the circumstances) whether it consents to the Additional Costs being incurred. Where the Customer does not consent to the Additional Costs being incurred or fails to respond within the timescale given, and in the absence of any agreement to the contrary, the Customer shall be deemed to have terminated the Offer in accordance with clause 17, and the termination notice period shall commence on the date on which consent was refused, or on the date on which the notice period for response expired, as applicable. Additional Costs may include (by way of example and without limitation) costs arising out of: overtime payments incurred as a result of any request by the Customer to carry out the Works outside of regular working hours; the availability of the proposed cable/overhead line routes; compliance with any requirements of a Highway Authority including the Traffic Management Act 2004 and any permit scheme made thereunder; and the diversion of any existing apparatus that is required to allow WPD to make the connection; and the requirement to excavate and/ or lay cable to an abnormal depth.
13. Customers seeking an electrical connection from WPD may be asked for security before work is carried out.
14. WPD will use all reasonable endeavours to complete the Works by any specified or requested date, but each such date is to be treated as an estimate only and time shall not be of the essence.
15. A Customer may accept an Offer either online via the connections portal (if the Customer has selected this option) or by signing and returning the Letter of Acceptance sent with the Offer. As soon as reasonably practicable after WPD has received the Customer's acceptance of the Offer, WPD shall agree a date for the commencement of the Works with the Customer.
16. A Customer who is acting as a consumer (meaning 'acting for purposes wholly or mainly outside of their trade, business, craft or profession') may cancel any Offer within 14 days of acceptance without giving any reason ("Cooling-Off Cancellation Right"), subject to the following:
 - (a) The Cooling-Off Cancellation Right will expire 14 days from the date on which the Offer is accepted.
 - (b) The Customer acknowledges that they may not cancel the Offer if the Works have been fully performed.
 - (c) To exercise the right to cancel, the Customer must inform WPD of its decision to cancel by a clear statement (e.g. a letter sent by post, fax or email).
 - (d) To meet the cancellation deadline, it is sufficient for the Customer to send their cancellation communication before the cancellation period has expired.

- (e) If the Customer requested WPD to commence the Works during the cancellation period under clause 16 of these Conditions and the Customer subsequently exercises its Cooling-Off Cancellation Right, the Customer shall pay WPD an amount which is in proportion to what has been performed until the time that the Customer communicated its cancellation to WPD, in comparison with the total connection charge.
17. The Customer may terminate the Offer at any time on 14 days' prior written notice to WPD, provided that the Customer has paid all actual costs incurred by WPD in carrying out the Works up to and including the date of termination. Without prejudice to any right or remedy WPD may have against the Customer for breach or non-performance of these Conditions WPD may, by notice in writing, suspend or cancel the Works with immediate effect on or at any time after the happening of any of the following events:
- the Customer commits a breach of these Conditions provided that where such breach is capable of remedy the Customer has been advised in writing of the breach and has not rectified it within 30 days of receipt of such advice.
 - (i) the Customer is wound-up or dissolved; (ii) an administration order is made in respect of the Customer; (iii) a receiver or an administrative receiver is appointed over the Customer, or takes possession or sells by an encumbrance any of the Customer's assets; (iv) an arrangement or composition is made with the Customer's creditors generally; (v) the Customer ceases to do business at any time for 30 consecutive days.
 - if WPD is unable for any reason to commence the Works within 2 months from the date of the Customer's acceptance of the Offer.
18. In carrying out the Works WPD will accept unlimited liability for death or personal injury caused by the negligence of WPD and limited liability for physical damage to the Customer's tangible property resulting from WPD's negligence limited to an amount equal to £1,000,000.
19. Where the Customer cancels the Offer in accordance with clauses 16 or 17, then WPD will reimburse all payments received (less any amounts that WPD may retain pursuant to clauses 16 or 17) within 14 days of the day on which WPD are informed about the decision to cancel, using the same means of payment as used for the initial transactions unless expressly agreed otherwise, as set out in the offer letter. The Customer will not incur any fees as a result of the reimbursement.
20. Save as provided for in clause 18 WPD will not be liable for:
- any loss or damage to the Customer's property.
 - any defect malfunction or otherwise in the Customer's electrical equipment.
- defects in WPD's Connection Equipment and/or WPD's distribution system which are a result of any works having been carried out by the Customer.
 - any loss of profit, business, contract, revenues, reputation, customers, use of software or data, computer or other equipment and plant, wasted management/staff time, loss or liabilities in any other contract, goodwill or anticipated savings.
 - any special or indirect loss.
 - loss arising from any claim made against the Customer by any other person.
21. WPD shall not be liable for and the Customer shall indemnify WPD from and keep WPD fully indemnified against all proceedings, claims, demands, costs, charges, expenses in relation to death or personal injury or loss or damage arising directly or indirectly out of the Customer's or its employees, contractors and agents breach, negligent performance or failure in performance of obligations as set out in the Offer.
22. Neither party shall be liable to carry out any of its obligations under these Conditions due to circumstances beyond its reasonable control.
23. To the extent that any provision of these Conditions is found by any court or competent authority to be invalid, unlawful or unenforceable this will not affect the enforceability of the remainder of the Conditions.
24. No delay by either party in enforcing the provisions of these Conditions shall be deemed a waiver of that party's right to enforce that provision.
25. No person who is not a party to the agreement between the Customer and WPD shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
26. If a dispute arises out of or in connection with the Offer or any contract, the parties agree to try in good faith to resolve the dispute through negotiations between the Customer and WPD's Distribution Manager. Upon such notification of a dispute a meeting must be held between the Customer and the WPD Distribution Manager within 21 days. If WPD are unable to resolve a complaint of the Customer, the Customer will have the right to refer the matter to the Ombudsman Services: Energy for a decision. This is a free and independent dispute resolution service. Should the Customer wish to pursue this route it should contact Tony Taylor, Information Centre, Avonbank, Feeder Road, Bristol BS2 0TB, telephone number 0117 933 2081, who will advise of the correct procedure.
27. The parties agree that the Offer will be governed by and construed in accordance with English law and to irrevocably submit for all purposes to the exclusive jurisdiction of the courts of England and Wales.