

1.0 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.

“**Acceptance Form**” means the form attached to the Offer Letter to be completed and signed by the Customer confirming the Customer’s acceptance of the terms of the Connection Offer.

“**Adoption**” means the transfer by a Connection Provider to WPD of the property in and responsibility for the Contestable Connection Assets with full title guarantee and the expression “Adopt” and “Adopted” shall be construed accordingly.

“**Adjoining Land**” means any land which does not comprise any part of the Premises, where or in relation to which the Connection Works are to be carried out and in relation to which Rights in Freehold Land and/or Rights in Leasehold Land must be granted to WPD for the purpose of placing or installing and keeping installed any of the Connection Equipment and thereafter using, siting, laying, repairing, replacing, renewing, altering, maintaining, removing or gaining access to the Connection Equipment.

“**Agreement**” means the contract between WPD and the Customer on the terms of the Connection Offer, which is formed when WPD date the Customer’s Acceptance Form.

“**Business Day**” means a day (other than a Saturday or a Sunday) on which clearing banks are open for business in the City of London.

“**Connection Agreement**” means the agreement which sets out the terms and conditions on which the Customer may be connected, and remain connected, to the Distribution System entered into prior to Energisation of the Customer’s Installation between the Customer and WPD and including, where relevant, the National Terms of Connection.

“**Connection Charge**” means the payment to be made by or (where agreed by WPD) on behalf of the Customer to WPD for the provision of the connection (including in respect of any Connection Works undertaken by WPD) in accordance with this Agreement.

“**Conditions Precedent**” means the conditions which must be fulfilled prior to the commencement by WPD of its Connection Works and continue to be fulfilled for the duration of the Agreement, as detailed in Clause 2 of the Conditions.

“**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 Provider**” or “**ICP**” means a person with appropriate accreditation to undertake all or part of the Contestable Connection Works.

“**Connection Works**” means the works required for the Proposed Connection(s) comprising the Contestable Connection Works and the Non-Contestable Connection Works.

“**Connection Works Dispute**” means any dispute, claim, proceedings, actions or steps taken (including before the issue of any proceedings) by a Third Party relating to, or arising from the Agreement, title to the Premises, or to the Adjoining Land, or to any other land required for the Connection Works, or for the installation, siting, repairing, renewing, altering, maintenance or for access to the Connection Equipment or the Connection Works and/or any dispute, claim, proceedings, actions or steps which delay, halt or postpone the Connection Works and/or Energisation regardless of whether that is the intention of the Third Party or simply the effect of their action.

“**Contestable Connection Assets**” means those Contestable Connection Works that will form part of the Distribution System.

“**Contestable Connection Works**” means the works that the Customer has an option to carry out itself or by appointing a Connection Provider 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 excluding, the Contestable Connection Works, as set out in the Specific Conditions.

“**Distribution Code**” means the Distribution Code of Licensed Distribution Network Operators of Great Britain (available to view at www.dcode.org.uk).

“**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.

“**Framework Network Access and Adoption Agreement**” means the agreement containing the overarching terms under which WPD provide a Connection Provider with access to WPD’s Distribution System and adopt a Connection Provider’s Contestable Connection Works.

“**Grid Code**” means the code which sets out the operating procedures and principles governing the relationship between National Grid and all users to whom the code applies of the National Electricity Transmission System.

“**National Terms of Connection**” means the terms of connection as set out in Schedule 2B of the Distribution Connection and Use of System Agreement established pursuant to the electricity distribution licences granted pursuant to section 6(1) of the Act.

“**Notice of Completion of Installation**” means the notice issued by the Customer to WPD confirming completion of the Customer’s Installation in such form as WPD may from time to time prescribe.

“**Non-contestable Connection Works**” means the works which will always be carried out by WPD and which the Customer is not entitled to carry out itself or through an appointed Connection Provider as more particularly set out in the Specific Conditions.

“**Point of Connection**” means the point on the Distribution System to which the new assets will be connected

“**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.

“**Proposed Connection(s)**” means the connection(s) at the Premises requested by the Customer from WPD.

“**Rights in Freehold Land**” means, but is not limited to, the grant of an easement in perpetuity, a lease for a term of 99 years (granted out of the freehold) and/or the transfer of ownership of any part or parts of the Premises or any Adjoining Land to WPD, for the purposes of carrying out the Connection

Works and installing, siting, laying, repairing, replacing, renewing, altering, maintaining, removing or gaining access to the accommodation and the Connection Equipment, in terms acceptable to WPD.

"Rights in Leasehold Land" means, but is not limited to, the grant of an easement and/or a lease for a term equivalent to the then unexpired residue of the term of the Customer or any relevant third party's leasehold interest (on the assumption that their only interest is in a leasehold and they have no freehold interest) originally granted less one day in the Premises or any Adjoining Land to WPD, for the purposes of carrying out the Connection Works and installing, siting, laying, repairing, replacing, renewing, altering, maintaining, removing or gaining access to the accommodation and the Connection Equipment, on terms acceptable to WPD.

"Security Interest" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"Standard Technique" means the WPD standard techniques, published on the WPD Technical Information Site, applicable to the Contestable Connection Works (as may be amended or updated from time to time).

"Third Party" means any person, individual, legal entity, partnership, firm, association, corporate body, local authority, Court, competent authority or government, who is not a party to the Agreement, including any company within the same group of companies as a party to this Agreement.

"WPD Technical Information Site" means the website: www.westernpowertechinfo.co.uk where WPD publish Standard Techniques and other guidance.

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 are to clauses of this Agreement and references to sub-clauses are references to sub-clauses of the clause in which they appear;
- (d) the headings are for convenience only and shall not affect the interpretation of this Agreement.

2. Commencement and continuation of Connection Works and Conditions Precedent

2.1 As soon as reasonably practicable after:

- (a) WPD has dated the Customer's Acceptance Form; and
- (b) WPD has been provided with all necessary Rights in Freehold Land and/or all necessary Rights in Leasehold Land by the Customer and/or each relevant freehold owner of (including, if required, the consent or approval of any registered proprietor of a Security Interest or any consent from any Third Party whose consent is required in order to register the grant of Rights in Freehold Land and/ or Rights in Leasehold Land) its Mortgagees, Charge-holders or any other third party with an interest or a right in) the Premises and/or the Adjoining Land, the parties shall agree in writing a date for commencement of the Connection Works.

2.2 WPD shall be under no obligation to commence or continue with its Connection Works (including placing any order for plant or equipment required for the Proposed Connection(s)) unless and until the following Conditions Precedent have been met or, where relevant, are continuing (to WPD's satisfaction, in its absolute discretion):

- (a) the Customer has completed any necessary Customer Works and any relevant Contestable Connection Works that the Customer opts to undertake itself or through appointing a Connection Provider that are necessary to enable WPD's Connection Works to commence;
- (b) the Customer has provided or procured all necessary Rights in Freehold Land and/or Rights in Leasehold Land in accordance with clause 3 (and such rights are subsisting) and complied with its obligations under clause 4.1;
- (c) where required, the Customer has confirmed it has fulfilled its obligations in accordance with the Distribution Code;
- (d) the Customer has completed the Health and Safety Questionnaire attached to the Connection Offer identifying any hazards specific to the Premises together with the risks that they may pose to people working on the Premises and the control measures planned;
- (e) the Customer has paid all sums due under the Agreement;
- (f) the Customer (or the Customer's appointed Connection Provider) has entered into WPD's Framework Network Access and Adoption Agreement and/or any Site Specific Agreement thereunder;
- (g) any and all Connection Works Disputes have been fully resolved and/or settled;
- (h) any other Conditions Precedent set out in the Specific Conditions for Connection Works.

2.3 If any of the Conditions Precedent set out in clauses 2.2(c) and (d) and, where relevant and unless otherwise agreed, (h) have not been met by the Customer or waived by WPD within (6) months of the date of the Acceptance Form, WPD may terminate the Agreement with immediate effect on notice without prejudice to any accrued rights or obligations to either party under it.

2.4 If any of the Conditions Precedent set out in clauses 2.2(a)-(f) or (h) cease to be met at any point prior to Energisation, or if the Customer is otherwise in breach of the Agreement, WPD may, at its absolute discretion, suspend its Connection Works, in which circumstances the time period for completion of WPD's Connection Works shall be extended for such period of time as WPD (at its absolute discretion) may deem to be reasonable in the circumstances.

2.5 If a Third Party takes any steps to cause, raise or pursue a Connection Works Dispute or should the Condition Precedent at clause 2.2(g) cease to be satisfied at any time up to the date of Energisation, WPD may, at its discretion:

- (a) not commence the Connection Works or any part or parts of the Connection Works; or
- (b) where any part or parts of the Connection Works have commenced:
 - (i) cease all Connection Works immediately; or
 - (ii) cease immediately all those Connection Works which are directly affected by any Connection Works Dispute.

2.6 If WPD take any steps under clause 2.5 WPD will not be in breach of the Agreement and any additional costs incurred by WPD shall be payable by the Customer. WPD will notify the Customer in writing as soon as is reasonably practicable after it becomes aware of any such costs and will issue an invoice to the Customer.

- 2.7 Without prejudice to any other provision of this Agreement if, after proceeding with any of the steps outlined in clause 2.5, WPD is unable to recommence and/or proceed with part or all of the Connection Works and/or Energisation within (12) months, WPD will be entitled to vary the Agreement or to terminate the Agreement on notice. 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 shall not apply to any such variation.
- 2.8 The Customer shall not in any way obstruct or impede Connection Works or the delivery of any Connection Equipment to the Premises, and shall procure that its sub-contractors or agents do 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.
- 2.9 WPD shall use commercially reasonable endeavours to complete the WPD 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 WPD Connection Works is delayed as a consequence of any Connection Works Dispute, act or omission on the part of the Customer, its agents or sub-contractors, an Event of Force Majeure or a Distribution System emergency.

3. Property Matters

- 3.1 The Customer will provide or procure for WPD all of the necessary Rights in Freehold Land and/or the Rights in Leasehold Land (the type and extent of which are to be determined by WPD) for the sum of £1.00, before WPD commences the Connection Works or, if this requirement ceases to be met at any time, Energises under the Agreement.
- 3.2 WPD shall not be required to enter into any documents for the grant of the rights in Freehold Land until:
- the Customer has obtained and provided WPD with evidence of, the written consent of its Mortgagee, Security Interest holder or any Third Party with an interest or right in the Premises and/or the Adjoining Land, to the proposed grant; and
 - it has been provided with documentary evidence to establish the ownership of (to include confirmation of all relevant rights held in) the Premises and the Adjoining Land.
- 3.3 WPD shall not be required to enter into any documents for the grant of the rights in Leasehold Land until:
- the Customer has obtained and provided WPD with evidence of, the written consent of the freehold owner, its Mortgagee, Security Interest holder or any Third Party with an interest or right in the Premises and/or the Adjoining Land, to the proposed grant; and
 - it has been provided with documentary evidence to establish the ownership of (to include confirmation of all relevant rights held in) the Premises and the Adjoining Land.
- 3.4 The Customer shall indemnify WPD from and keep WPD fully indemnified against any proceedings claims, disputes and demands pursued and any costs, charges and expenses WPD incurs, as a result of a Connection Works Dispute and/or claiming ownership of, or an interest in, the Premises, Adjoining Land or any other land required for the Connection Works or Connection Equipment and/or asserting that the

Connection Works have been carried out without the appropriate Rights in Freehold Land and/or the Rights in Leasehold Land in respect of the Premises or the Adjoining Land.

- 3.5 If the Customer or any Third Party prevents WPD from entering the Premises, the Adjoining Land or any other land required for the Connection Works or the Connection Equipment, 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 where the Connection Works cannot be carried out due to alterations to the layout of the Premises, the Adjoining Land, any other land required for the Connections Works or Connection Equipment or due to necessary alterations (the nature and extent of which determined solely by WPD) to the route of the Connection Works, 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.
- 3.6 If, at any time, any Rights in Freehold Land and/or Rights in Leasehold Land are terminated or varied in any way so as to adversely affect (in WPD's opinion) WPD's ability to carry out the Connection Works and installing, siting, laying, repairing, replacing, renewing, altering, maintaining, removing or gaining access to the accommodation and the Connection Equipment then, without prejudice to any rights of WPD under clause 2.2, WPD shall have the right to terminate the Agreement with immediate effect on notice, without prejudice to any accrued rights of WPD or obligations on the Customer.
- 3.7 The Customer shall except and reserve out of any conveyance/lease to any purchaser/lessee of the Premises, part of the Premises or the Adjoining Land any Rights in Freehold Land and/or Rights in Leasehold Land which are necessary in order to lawfully authorise the Connection Works.
- 3.8 Any legal costs incurred in agreeing the terms, and executing the grant, of Rights in Freehold Land and/or Rights in Leasehold Land shall be borne by the Customer, or if incurred by WPD, added to the Connection Charge
- 4. Compliance, consents, safety and access**
- 4.1 The Customer shall:
- 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 including, without limitation, all planning environmental and statutory consents;
 - provide all accommodation, equipment, buildings, structures, foundations, approaches or work equipment of the quality specified in the Specific Conditions, if any;
 - ensure that the 'Principal Designer' and the 'Principal Contractor' as defined by the Construction (Design & Management) Regulations 2015 ("CDM Regulations") carry out all their duties and obligations as set out in the CDM Regulations;
 - 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 WPD Connection Works**
- 5.1 In consideration of the Customer complying with its obligations as set out in the Agreement (including but not limited to payment of the Connection Charge) WPD shall:
- perform the WPD Connection Works with reasonable skill and care and in accordance with the terms of this Agreement; and
 - provide such information as is reasonably required by the Customer from time to time to keep the Customer informed of the progress of the WPD 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 WPD 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 shall pay to WPD the Connection Charge, as may be amended in accordance with this Agreement. The Customer acknowledges and agrees that any payment of the Connection Charge, even where such payment is made by a Third Party, shall be deemed by WPD to have been made by the Customer.
- 6.2 Payment of the Connection Charge shall be made in accordance with the Specific Conditions. WPD shall invoice the Customer the amount stated.
- 6.3 Unless otherwise provided, the Customer shall pay any amount due to WPD within 28 days of the date of any invoice.
- 6.4 Without prejudice to any other rights and remedies which WPD may have, if the Customer fails to pay WPD any invoice when due, WPD may, at its absolute discretion:
- charge interest at a rate of 5% over the base rate of the Lloyds Bank; and/or
 - not commence or, where the Connection Works have started, not continue any part or parts of the Connection Works; until it receives full payment of such invoice in cleared funds from the Customer.
- 6.5 WPD shall be under no obligation to Energise the Connection Point until at least seven (7) days after receiving full and final payment of the Connection Charge and all and any other sums invoiced by WPD, in cleared funds from the Customer.
- 6.6 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.
- 6.7 WPD shall be entitled to require security for any Customer obligation (including any payment obligation) from the Customer at any time.
- 6.8 WPD shall have the discretion to make any payment due to the Customer from WPD (including any credit note issued in accordance with clause 13.2) by crediting the source of the original payment (notwithstanding that such payment may have been made by a Third Party). Where the Customer requests that any payment be made by WPD to a Third Party, whether or not such Third Party made the original payment, and WPD at its sole discretion agrees to that request, the Customer shall undertake to complete, and to require the Third Party in question completes, the form entitled "Authority for payment to a party other than the Customer" that will be provided to the Customer by WPD prior to the payment taking place. In the event that WPD issues a credit note to a Third Party in accordance with this clause 6.8, then WPD shall have discharged its obligation in full to make payment to the Customer and shall not be liable to the Customer for such issue or for any failure to issue such credit note to the Customer.
- 7. Ownership and use 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.
- 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:
- it will not cause danger or damage to, or undue interference with the Distribution System or the electricity supply to any third party; and
 - 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.
 - it has been granted, and enjoys the benefit of, all of the necessary rights in Freehold Land and/or all of the necessary Rights in Leasehold Land and there are no disputes or potential disputes concerning the ownership of, or in any way connected generally with, the Premises, the Adjoining Land or any land required for the Customer's Installation and there are no Connection Works Dispute.
- 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 or Customer Installation;
 - (c) loss of:
 - (i) profit;
 - (ii) business;
 - (iii) contract;
 - (iv) revenue;
 - (v) opportunity;
 - (vi) goodwill;
 - (vii) use of software or data; or
 - (viii) anticipated savings;
 - (d) administrative and overhead costs;
 - (e) indirect or consequential loss; and/or
 - (f) 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 Without prejudice to any other right to terminate as set out in the Connection Offer, either party may by notice in writing terminate the Agreement with immediate effect by notice 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 Without prejudice to any other right to terminate as set out in the Connection Offer, WPD may by notice in writing terminate the Agreement with immediate effect by notice on or at any time on the happening of any of the following events:

- (a) the Customer fails to pay any amount that is due and payable to WPD under this Agreement;
- (b) 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;
- (c) 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;
- (d) 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; or
- (e) the Customer ceasing to do business at any time for 30 consecutive days.

- 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 (howsoever effected) except that termination shall not affect:

- (a) the accrued rights and obligations of the parties at the date of termination or expiry. This includes, but is not limited to, the recovery from the Customer of all and any sums owing to WPD as a result of any steps taken by either party under Clause 3; and
- (b) the provisions contained in clauses 7, 8, 10, 13, 15, 17, 18, 19 and 20 of these General Conditions, together with any other provisions of the Connection Offer which are expressed to survive, 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. This includes, but is not limited to, any sums incurred by WPD pursuant to Clause 3.

- 13.3 On termination of the Agreement by the Customer pursuant to clause 12.1 or termination by WPD for any reason, WPD may submit an invoice to the Customer for any Connection

Works carried out by WPD and/or for any costs incurred by WPD in expectation of the WPD Connection Works to the extent not yet invoiced, together with any other costs or losses suffered or incurred by WPD in consequence of such termination (including the removal of any Connection Equipment). WPD may require the Customer, at no cost to WPD, to assist WPD in removing the Connection Equipment. Any costs payable pursuant to this Clause 13.3 are payable within 7 days of invoice by WPD.

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 dispute resolution procedure set out in clauses 15.1 and 15.2.

15. Dispute Resolution

- 15.1 Subject to clause 15.3 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 Offer Letter; and
- (c) 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.
- 17.7 Where the words "includes", "including" or "in particular" are used in this Agreement, they are deemed to have the words "without limitation" following them and where the context permits, the words "other" or "otherwise" are illustrative and shall not limit the sense of the words preceding them.
- 17.8 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

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 email 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 email 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.

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.

20. Governing law and jurisdiction