

Our reference: [REDACTED]
Your reference:



[REDACTED]
**Scottish Hydro Electric Power
Distribution plc**
Connections And Engineering
Walton Park
Walton Road
Cosham
PO6 1UJ

 [REDACTED]
 [REDACTED]
 www.ssen.co.uk

5 January 2024

Dear [REDACTED]




Thank you for your recent enquiry. We are pleased to provide you with an Offer on behalf of Scottish Hydro Electric Power Distribution plc (SHEPD), for the new electricity connections at the above development. This letter (including the pages attached to it which contain the Breakdown of Charges and Additional charges and assumptions, the Acceptance, and the Information Pack), together with the enclosed Standard Terms and Conditions constitutes our Offer.

Our Offer is subject to our obtaining all necessary legal consents to carry out the work as planned, including any consent required from third parties. Please refer to our website for more detailed information at www.ssen.co.uk/our-services/land-rights/.

 **1,610.40**

This is your Connection Offer Expenses amount. Connection Offer Expenses need to be paid whether you wish to accept this offer or not. For more information on Connection Offer Expenses please visit www.ssen.co.uk/our-services/service-information/connection-offer-expenses-and-charges/.




 **241,830.55**

This Offer for All Works has been quoted including VAT (as applicable). Our Offer remains open for acceptance for the period stated in the enclosed Standard Terms and Conditions.

 **243,440.95**

Total cost if you wish to accept.

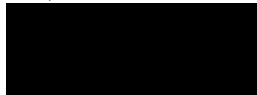
You can see a Breakdown of Charges later in this Offer. Please note that we will not be able to schedule works until you have accepted this Offer and we have received all sums due and payable on acceptance for the works detailed in this Offer. Where your Offer includes reinforcement or you are a Second Comer and the initial connector has not yet been energised, then your connection may only be energised as set out in this Offer and associated Connection Agreement. Upon completion of the electrical works, you may also be required to pay any applicable ‘Second Comer’ charge as set out in this Offer, in accordance with the Electricity (Connection Charges) Regulations (ECCR).

-  The quotation has been calculated based on the information provided to date but please be aware that we will charge for any additional work required that has not been included in this Offer. It is important that you check the Offer thoroughly to avoid incurring any further charges.
-  We reserve the right to terminate our contract with you in certain circumstances where the works have not commenced or did commence but were then delayed. Our right to terminate is set out in the Standard Terms and Conditions enclosed with this Offer Letter. For the purposes of termination of contract, the period specified is 12 months from the date of your acceptance of this Offer.
-  We have calculated this quotation on the assumption that **you** will carry out all of the excavation and backfilling of the cable trenches required, on the land within the site boundary provided with your application. For the avoidance of doubt, if your site boundary crosses a public highway you will carry out all of the excavation and backfilling of the highway. Please note you must comply with the requirements for any works in the public highway as detailed in the enclosed Information Pack.

We need to identify three key roles on every project to ensure that the right matters are handled by the right people. This includes the **Connecting Customer** (the person or company who will ultimately use the connection), **Commercial Contact** (the person or company appointed by the Connecting Customer to manage the job on their behalf) and **Payer** (the person or company appointed by the Connecting Customer to manage the finances on the job).

From the information you've provided to date, we've assumed the following:

Connecting Customer:
Commercial Contact:
Payer:



If the above isn't correct, or if you would like to change any of the above named parties, please let us know. Further information about these roles can be found at the following address: www.ssen.co.uk/our-services/new-supplies/contracted-parties.

How long will it take?

Please liaise with your assigned Project Manager upon payment and acceptance they will be able to provide a high level delivery timescale for you. This will however be dependant on all consents, wayleaves, permissions etc.

Longlead item is the substationat approximately 35 weeks.

This timescale may be subject to variation and is dependent on:

1. any further discussions we may have with you regarding the programming of the works;
2. all necessary land rights, planning and other consents being obtained in sufficient time;
3. the completion of any works by other people or companies (which may include you) that must be done before we can complete our works;



4. any access arrangements as may be specified in this connection offer;
5. any delays to the works due to unplanned outages on the Distribution network.

The above timescale is indicative and should be used for general planning purposes only as the completion date for the work has not yet been formally agreed.

INTERACTIVITY PROCESS: If we receive a number of applications for connection to the same part of our distribution system and there is insufficient capacity or other constraints that will prevent those connections and your proposed connection from being made, we will apply our interactive connection application process. **If your connection offer becomes interactive we will notify you of this.** To avoid delays in our interactive connections process, **the period within which each customer will have to accept an interactive connection offer is reduced to 30 days, or less if the period remaining for a customer to accept the offer is already shorter than 30 days.** For the avoidance of doubt, it will not be possible to extend the acceptance period where the interactive connections process applies. More detail of the interactivity process can be found in the interactivity section of our website: www.ssen.co.uk/our-services/service-information/interactivity-process/.

We have enclosed with this Offer an Information Pack, which contains information relevant to the work for which you have been quoted. Our **Statement of Methodology and Charges for Connection** provides detailed information regarding our charges. You can download our **Statement of Methodology and Charges for Connection** from our website at www.ssen.co.uk/about-ssen/library/charging-statements-and-information/. We trust the information we have provided is of assistance and if we can help further please do not hesitate to contact us. Alternatively, you may wish to visit our website at www.ssen.co.uk for further information.

Please be aware your Connection Offer Expense amount is payable whether or not you wish to accept this offer. Your Connection Offer Expense is split into a contestable and a non-contestable element. Payment of the Connection Offer Expense amount does not mean you have accepted your offer. If you wish to accept your offer at a later date after paying for your Connection Offer Expense, please pay the remaining balance of your Offer before the end of your validity period.

Yours sincerely,


Connections Designer

Glossary of Defined Terms Applicable to this Offer

“Adoption Agreement”	An agreement for us to adopt the Contestable Work, subject to the satisfaction of certain conditions.
“All Works”	Where both the Contestable and Non-Contestable Works are carried out by Scottish Hydro Electric Power Distribution plc or Southern Electric Power Distribution plc.
“Bilateral Connection Agreement”	Means in this Offer an agreement between SHEPD and National Grid enabling connection to the electricity transmission system.
“Cancellation Charge”	The charge notified to SHEPD by National Grid and payable by SHEPD to National Grid in respect of the Transmission Works: (a) in the event of termination of this Offer; and/or (b) in the event of a reduction in the Customer’s Maximum Import Capacity.
“Company”	Means Scottish Hydro Electric Power Distribution plc (SHEPD).
“Connections Regulations”	Means regulations made in relation to connections standards of performance under section 29A of the Electricity Act 1989.
“Contestable Works”	Also known as Contestable Connection Activities, are works necessary for the provision of the Connection which can also be undertaken by an ICP or an IDNO.
“Connection Offer Expenses”	Means charges pursuant to The Electricity (Connection Offer Expenses) Regulations, as amended from time to time. These regulations permit SHEPD to charge the Customer for work undertaken in the preparation of the Connection Offer.
“Distribution Code”	Means the Distribution Code that SEPD is required to maintain in force.
“Distribution System”	Means the distribution network for electricity operated by SHEPD.
“DNO”	Means Distribution Network Operator. Electricity distribution networks carry electricity from the high voltage transmission grid to industrial, commercial and domestic users. Scottish Hydro Electric Power Distribution plc and Southern Electric Power Distribution plc are licensed distribution network operators (DNOs).
“ICP”	Means an accredited Independent Connections Provider registered with the Lloyd’s Register, including its agents.
“IDNO”	Means Independent Distribution Network Operator. These are smaller networks owned and operated by independent distribution network operators (IDNOs) located within the areas covered by the DNOs.
“Letter of Credit”	Means an unconditional irrevocable standby letter of credit, in such form as SHEPD may approve at its absolute discretion, issued in favour of SHEPD by a Qualified Bank allowing for partial drawings and providing for the payment to SHEPD forthwith on demand.
“Licence”	Also known as Electricity Distribution Licence means an electricity distribution licence granted or treated as granted under section 6 (1) (c) of the Electricity Act 1989 that authorises an electricity distributor to distribute electricity.

“Modification Application”	Means an application to modify the relevant Bilateral Connection Agreement technical conditions in accordance with the Connection and Use of System Code requirements.
“National Grid”	Means National Grid Electricity System Operator (NGESO), the company which owns and maintains the electricity transmission system in England and Wales and operates the system across Great Britain as the National Electricity Transmission System Operator (NETSO).
“Non-Contestable Works”	Also known as Non-Contestable Connections Services, are those services which are necessary for the provision of a connection and in accordance with our Connection Charging Statement, cannot be provided by a person other than Scottish Hydro Electric Power Distribution plc or Southern Electric Power Distribution plc.
“Performance Bond”	Means an unconditional irrevocable performance bond or performance guarantee executed as a deed in such form as SHEPD may approve at its absolute discretion, issued in favour of SHEPD allowing for partial drawings and providing for the payment to SHEPD forthwith on demand.
“Point of Connection”	Means the point (or points) of physical connection to our existing Distribution System.
“Point of Supply”	Means the point (or points) of physical connection of the electricity supply into the property.
“Qualified Bank”	Means any United Kingdom clearing bank or any other bank which in each case has a long-term debt rating of not less than single "A" by Standard and Poor's or by Moody's, or such other bank as SHEPD may approve at its absolute discretion and which shall be available for payment at a branch of the issuing bank.
“Second Comer”	Means any connectee who subsequently connects to and benefits from infrastructure paid for by an earlier connectee and is therefore liable to pay for their share of incurred costs under the Electricity (Connection Charges) Regulations.
“Statement of Methodology and Charges for Connection”	The Connection Charging Methodology is a complete and documented explanation of the methods, principles and assumptions for our connection charges. The Connection Charging Statement sets out the basis of charges for the provision of a connection.
“The Electricity (Connection Charges) Regulations) or ECCR”	Means The Electricity (Connection Charges) Regulations, as amended from time to time. These regulations provide that where a person connects to and benefits from electricity infrastructure that was paid for by an initial connectee, the earlier connectee can be reimbursed for a share of the costs by subsequent connecting customers.
“Transmission Works”	Means any works necessary in relation to the National Electricity Transmission System (NETS), which require to be completed to permit the energisation of the Connection and import of electricity in accordance with this Offer.

What you need to do

→ You are required to ensure that all works on your own electrical installations are carried out by a qualified electrical contractor. Statutory qualification schemes, for Building Regulation purposes, are currently run by NICEIC, SELECT, ECA, NAPIT, ELECSA, British Standards Institution and BRE Certification.

→ Please enclose either a cheque or, if paying by Bank Transfer, make payment before acceptance. Alternatively, you may call to pay by credit/debit card or use our online services.

Please note

! Scottish Hydro Electric Power Distribution plc is the Distribution Network Operator (DNO) for the area in which your project is located. There are Independent Connection Providers (ICPs) and Independent Distribution Network Operators (IDNOs) who may be able to provide you with an alternative Offer to carry out some of this work. Please refer to www.lrga.com/en-gb/utilities/ners/search/ for further details.

! This Offer serves as a notice under Section 16A (5) of the Electricity Act 1989. Should you have any concerns relating to this Offer please contact us using the details on the first page of this letter and we will try to resolve any issues directly with you. If you still then have concerns, Section 23 of the Act allows for any unresolved disputes relating to the provision of this Offer to be determined by the Gas and Electricity Markets Authority (the "Authority"). The dispute must be referred to the Authority within 12 months following the date of connection. The dispute may be determined either by an Order of the Authority, or referred by the Authority for arbitration. An order made in relation to the dispute shall be final and binding on the parties and may include a direction to pay costs and expenses.

→ We can often offer a payment schedule depending on the timescale and costs of your project.

→ Please contact your designer if you wish to discuss the above.

Your All Works Offer explained

Breakdown of Charges

Description of connection charges

Connections: 80 Domestic	£176,592.94
Lay Dual High Voltage(HV) cables from the existing HV network, the cables will be laid into site and terminate at anew 800kVA substation. Two Of the Low Voltage ways will extended with Low Voltage distributor cable to support the 80 plots. Each of the plots will need a single phase service cable connection into a single phase 100Amp cut out.	

Total connection charges	£176,592.94
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Description of diversion charges

The existing overhead 33kV network crossing the site will require to be dismantled and undergrounded to let this development go ahead. Please see attached design document for details.	£37,134.41
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Total diversion charges	£37,134.41
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Description of non-contestable charges

X 2 High Voltage cable terminations.	
POC and Network Assessment, Design Approval (where relevant)	£1,575.00
Wayleaves	£450.00
Final connection	£25,681.85
Inspection & Monitoring	£315.00
Connection Offer Expenses	£1,342.00

Total non-contestable charges	£29,363.85
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All works totals

Net total at standard rate VAT	£1,748.73
Net total at low rate VAT	£0.00
Net total at zero rate VAT	£241,342.47
VAT at standard rate (20%)	£349.75
VAT at low rate (5%)	£0.00
Total charge to applicant	£243,440.95

Please refer to our enclosed Detailed Cost Breakdown for further information.

Alternative Offer to provide Non-Contestable Works only

Some of the works included in this Offer are Contestable Works and may be delivered by an Independent Connections Provider (ICP) or Independent Distribution Network Operator (IDNO) known as an Alternative Provider. Such providers are listed at <https://www.lrga.com/en-gb/utilities/ners/search/> and may be able to provide you with alternative offers for the work.

We must provide the Non-Contestable Works if you choose to progress with this connection. Our Offer for the Non-Contestable Works is detailed below:

Description of non-contestable charges

X 2 High Voltage cable terminations	
POC and Network Assessment, Design Approval (where relevant)	£1,575.00
Wayleaves	£450.00
Final connection	£25,681.85
Inspection & Monitoring	£315.00
Connection Offer Expenses	£1,342.00
Total non-contestable charges	£29,363.85

Non-contestable works totals

Net total at standard rate VAT	£1,342.00
Net total at low rate VAT	£0.00
Net total at zero rate VAT	£28,021.85
VAT at standard rate (20%)	£268.40
VAT at low rate (5%)	£0.00
Total charge to applicant	£29,632.25

If you accept the Non-Contestable Works Only Offer you must appoint an Independent Connection Provider (ICP) or Independent Distribution Network Operator (IDNO) to deliver the Contestable Works and ensure your full connection is completed. Your appointed ICP/IDNO is required to submit a design to us (for our approval or for our review if self-design approval) and to enter into an Adoption Agreement with us, for the Contestable Works to be adopted by us, prior to final connection. More details on what is required for design approval can be found on our [website](#). Where we are asked to approve the design, an additional charge is required to be paid. You can find information on our charges in our Statement of Methodology and Charges for Connection on our [website](#). Your appointed ICP/IDNO is required to send their design for approval or review to nc.connections@sse.com.

Additional and Amended charges and assumptions Applicable to this Offer

We reserve the right to amend the charges at any time after the date of this Offer as a result of variations to material or labour costs which will impact upon the costs incurred by us in providing the Connection. This Offer is made on the basis of a desktop study of the Site, subsequent Site investigations may require design changes which result in additional charges. Please note that whilst such changes in costs may occur at any time due to contractual variations and/or our rights and/or obligations to recover costs incurred pursuant to legislation or our Licence, such a change is very likely to be relevant where the estimated date of completion of the Distribution Works is in excess of 12 months from the date of this Offer.

In the event that, following your acceptance of this Offer, SHEPD issues any variation or amendment of the Offer, including a re-issued Offer, and you have (i) advised SHEPD that you do not accept such variation or amendment; or (ii) you have failed to accept or sign the variation or amendment within the timescales required by SHEPD, SHEPD shall be entitled to terminate this Offer upon written notice to you and on termination of this Offer pursuant to this paragraph any variation or amendment, or re-issued Offer, shall lapse (to the extent not already lapsed) and shall not be capable of acceptance by you. In the event of termination of this Offer pursuant to this paragraph the provisions of this Offer relating to termination shall apply.

Where you are undertaking any cable trenching, you must also excavate and reinstate any joint holes along these cable routes as required, during the works. Our Team Manager will discuss the requirements with you should you wish to proceed.

Connections

All on site excavation and reinstatement is to be carried out by you.

Land Rights (including wayleaves), Planning and Other Consents

Ducting, support and containment for cables within the customer's land and premises are to be provided by you.

All on site excavation and reinstatement is to be carried out by you.

We have identified that third party consents are likely to be required for the works and have assumed that they will be granted without dispute and in accordance with SHEPD's standard land rights' style agreements.

Where we are unable to obtain third party consents, the design and terms of our contract with you may need to be revised and you will need to meet any associated additional costs that may be incurred by us or such third party, arising from but not limited to:

Land rights

- Legal and other professional fees and expenses incurred by us and any third party in connection with securing the required land rights;
- Wayleave fees levied by third parties to process wayleave agreements; and
- Costs associated with any compulsory purchase or necessary wayleave applications, which may have to be submitted under the Electricity Act 1989. Timescales and costs for determination of a compulsory purchase or wayleave consent will depend on the specific circumstances of the application. An application for a compulsory purchase or necessary wayleave does not guarantee a positive determination. The decision to pursue a compulsory purchase or necessary wayleave remains at the sole discretion of SHEPD.

Other consents

- Specialist ecology surveys;
- Tree cutting compensation and sterilisation;
- Archaeology investigations including watching briefs; and
- Damage claims and any associated surveyor's fees where the damage is over and above what is reasonably necessary to undertake the works.

Planning and other statutory consents

- Application fees for planning and other statutory consents including:-
 - Application for consent under section 37 of the Electricity Act 1989 where the connection requires an overhead line element. This is a two stage process requiring an initial application to the local planning authority followed by an application to the relevant Government Department (being the Energy Consents Unit in Scotland or the Department for Business, Energy and Industrial Strategy in England and Wales). Timescales can vary but typically it can take approximately 20 weeks to secure these consents.; and
 - Application for planning permission for an underground cable where the connection cannot be carried out under permitted development;
- Planning consultation or other professional fees.

Job reference: [REDACTED]

Offer for new supply at [REDACTED]

Please pay your Connection Offer Expenses within 30 days of receiving an invoice from us for this amount. Please follow the advice below on how to pay when paying for your Connection Offer Expense.

Please indicate your acceptance of this Offer:

All Works Non-Contestable Works only

You can pay the charges set out in this Offer by credit or debit card, cheque or bank transfer, either by post, by phone or via our website (if you are registered). Please note that we accept card payments for charges up to £10,000 in value (including VAT). If you wish to pay for charges above that value by card payments, please contact us and we will review your request, we may be able to agree card payment at a higher value but are not obliged to do so.

If you wish to pay by credit or debit card, you can do this by logging in to your account at <https://ssen.custhelp.com/app/home>, or please call our payment line on 0800 197 5527 and use the phone payment reference provided below. You may only pay on the Customer's behalf if you have been formally appointed as "Payer" by the Customer. Any payment without such appointment will be entirely at your own risk.

Phone Payment Reference: [REDACTED]

Please complete this form and return it to us by post or email:

Attn. Quote Acceptance, Connections and Engineering
Scottish and Southern Electricity Networks
Walton Road
Cosham
PO6 1UJ

E-mail: quote.acceptance@sse.com

If paying by cheque, please make it payable to Scottish Hydro Electric Power Distribution plc. Please complete this form and return it with your cheque to the address above.

If paying by bank transfer, you must instruct your bank to transfer funds **before** returning this form to the above address. Please ask your bank to label your payment with the job reference as given above. Our bank account details are:

Account name:	Scottish Hydro Electric Power Distribution plc
Bank:	NatWest
Sort code:	60-17-21
Account number:	89543130
IBAN code:	GB41 NWBK 601721 89543130
Swift No (BIC):	NWBK GB 2L
UTR:	85621 10776
VAT registration number:	553 7696 03

Amount Paid:

Choose your method of payment:

Cheque

Bank Transfer

Credit/Debit Card

If you wish to accept this Offer please provide the payer's name and address.

**PRINT
payer's
name and
address:**

If you wish to accept this Offer please date and sign the acceptance at the end of this acceptance form. To validly accept this Offer the signed acceptance form should be submitted along with all payments due, including the Connection Offer Expenses, as well as any other items required by this Offer. Failure to comply with these requirements could invalidate any acceptance.



Once we have received your payment in cleared funds we will issue a receipt to you at the address you have notified to us or to such alternative address as you advise us prior to issue of the receipt.



If we receive your payment without this completed acceptance form, we shall be entitled but not obliged to treat your payment as acceptance of our Offer. Where the quotation value is greater than £100,000 (including VAT) we do require the completed acceptance form.



If you cancel the works referred to in this Offer before commitment or commencement of any associated tasks, we will return any sums paid to us minus administration costs. If you entered into a contract with us as a consumer the terms of our Supplementary Consumer Terms and Conditions will apply in respect of your cancellation and refund rights.



If you cancel the works before completion, we will deduct any costs incurred which will include the costs of any site visits conducted, drawings and plans produced for your works and administration costs incurred prior to receipt of your cancellation notice. If you entered into a contract with us as a consumer the terms of our Supplementary Consumer Terms and Conditions will apply in respect of your cancellation and refund rights.



If you accept our Non-Contestable Works Offer only, you understand that we will not complete the contestable element of the All Works Offer. You then must appoint an Independent Connection Provider (ICP) or Independent Distribution Network Operator (IDNO) to deliver this for you.

If you are accepting this Offer as a consumer our Standard Terms and Conditions are varied by the enclosed Supplementary Consumer Terms and Conditions. Please note that your rights as a consumer mean that you are entitled to cancel the contract within 14 days following your acceptance of our Offer and we must refund any payment you have made to us in respect of the works. We are not allowed to commence the works during this 14 day period, unless you consent to this. If you want us to undertake the works at the earliest possible date and where possible to start during the 14 day cancellation period please confirm by marking an "X" in the box below.

..... I confirm that I consent to the provision of the works during the 14 day cancellation period and that I have read the enclosed Supplementary Consumer Terms and Conditions.

Please note that it may not be possible for us to commence the works during the 14 day cancellation period and your consent does not mean that we are under any obligation to do so.

This Offer must be signed and accepted by the Customer, not by a third party or agent on behalf of the Customer, unless we have been provided in advance with a satisfactory letter of authority signed by the Customer, permitting signature and acceptance by that third party or agent on the Customer's behalf.

I confirm that I have read, understood and accept the terms and conditions set out in and accompanying this Offer.

Signed: _____ **Date:** _____

**Name
(PRINT)** _____

**Position
(PRINT)** _____



Please use this sheet as a return address.

Quote Acceptance Team
Connections and Engineering
Scottish and Southern Electricity Networks
Walton Road
Cosham
PO6 1UJ

E-mail: quote.acceptance@sse.com



Information pack

We have enclosed this Information Pack which we trust you will find useful. This pack contains information relevant to the Offer made. However, if you have any further questions, please don't hesitate to contact us.

Contents

Safety

When we carry out any job, Safety is our first priority. Your safety is important to us. Our motto is, "We do it safely, or not at all". Please read the enclosed information carefully and if in any doubt, please ask us to explain.

Connections Guaranteed Standards of Performance

The Connections Guaranteed Standards of Performance are guaranteed standards of service levels set out under the Connections Regulations and must be met by each distribution company. These standards have been set to guarantee a level of service that is reasonable to expect companies to deliver.

If the distribution company fails to meet the level of service required, it may be obliged to make a payment to the customer. To find out what these guaranteed standards of performance cover please visit our website at www.ssen.co.uk/about-ssen/performance-standards/.

Please visit the Gov.uk website at www.legislation.gov.uk/ukxi/2015/698/made if you require more information in relation to guaranteed standards in respect of demand connections. For generation connections Ofgem's Distributed Generation Standards Direction Guidance Document can be located at www.ofgem.gov.uk/publications-and-updates/distributed-generation-standards-direction-guidance-document.

Your connection details

This details what size (capacity) and voltage your connection(s) will be. It includes information about your Connection Agreement (if required), and advice on appointing a supplier, what you need to do to get a meter installed, positioning of your supply point and Earthing of your connection.

Your site requirements schedule

This gives details of any site works you will need to complete for us to meet your requirements. It includes what you need to know about cable routes and trenching.

Safety

We ask you to take note of the following:

In accordance with the Health and Safety Executive Guidance Note GS6, you are required to take every precaution to ensure that cranes, tipper lorries, scaffolding, ladders and other plant employed on your works are kept at a safe distance from overhead electric lines and their supports and that such supports are not disturbed by excavations. Goal posts with height restriction will need to be placed at appropriate locations for vehicles passing underneath SHEPD's overhead lines.

In accordance with Health and Safety Executive Guidance Note HSG47 care will also be necessary when digging in proximity to underground cables, particularly if mechanical excavators are used.

Overhead lines, underground cables and other electrical plant must be regarded as being "live". Before commencing work in proximity to such plant, written notification must be given to SHEPD.

If during the course of your works, any cable should be damaged by you/or your contractors, then this fact must be reported to our Emergency Service Centre on 0800 300 999 immediately. You will be liable to us for the full cost of any repairs.

Locating cables on site

Any drawings that we have enclosed with this Offer may not be suitable for locating cables on site due to scaling issues. If you wish to obtain the latest copies of our cable records please refer to www.linerearchbeforeudig.co.uk/.

You must excavate hand-dug trial holes to establish the actual positions of all cables before any mechanical excavation works commence.

Your Point of Connection details

HV Point(s) of Connection

The connection will be 11,000 Volts at 50 Hz, with a maximum capacity of 592kVA.

The fault level at this point could rise to 381MVA and you are advised to design your network accordingly.

A Network to be adopted by SHEPD

For any network subsequently to be adopted by SHEPD, your design of any Contestable Works, including substation buildings and plinths must comply with our Standards and Specifications and the process for adoption of these assets will be as laid out in documents on our website. Access to our Standards and Specifications, network information and GIS is via a secure login at: www.ssen.co.uk/our-services/tools-and-maps/.

Please be advised that it is vital that the Adoption Agreement is properly entered into by BOTH parties BEFORE any works commence on site. Any plant or cable installed before the Adoption Agreement is entered into is at your own risk and any costs incurred in carrying out inspections and making these assets subsequently fit for adoption will be borne by you. SHEPD will not be responsible for any delays to the programme which may result.

The current model of Adoption Agreement can be viewed on our website.

You will require to carry out the contestable works to be adopted subject to the necessary safety precautions, consents and wayleaves and other appropriate conditions, agreements and standards and specifications being satisfied including:

- Design for the connection downstream from the Point of Connection to the existing assets.
- Procurement and provision of the required materials.
- All excavation, trenching and reinstatement (whether temporary or permanent) including excavations for the non-contestable final connection joint.
- Provision and installation of all mains and service ducting.
- Recording of work, location of cable routes and equipment and the provision of this information to us.
- Making provision for the installation of metering equipment by an approved Meter Operator.

All jointing will be in accordance with our approved design within the scope and authorisation level of our current Safety Management Procedures.

The contestable works and your installation must be designed and installed in accordance with the technical engineering requirements of the Distribution Code and the following Engineering Recommendations:

- (i) Engineering Recommendation G5/4 (“Planning Levels for Harmonic Voltage Distortion and the Connection of Non-Linear Equipment to Transmission Systems and Distribution Networks in the United Kingdom”)
- (ii) Engineering Recommendation P28 (“Planning Limits for Voltage Fluctuations caused by Industrial, Commercial and Domestic Equipment in the UK”)

High Voltage connection responsibilities and obligations

The Electricity at Work Regulations 1989 requires any customer with a supply at HV to appoint a Competent Person of sufficient technical knowledge or experience to prevent danger or injury. Up to date information and guidance on fulfilling this responsibility is available at www.hse.gov.uk/electricity.

The Distribution Code requires SHEPD and HV connected customers to jointly establish the following:

- A Safety Management System for work at / across Ownership Boundaries.
- Control Persons to operate the Safety Management System.
- A Documentation System for inter-system safety precautions.
- Authorisation of staff operating the Safety Management System.
- Site Hazard Management Procedures.
- An Ownership, Control, Operation and Maintenance Schedule.
- Control Diagrams.
- Control Log (12 months).
- Communications.

Part of these requirements will be addressed in a Joint Operating Agreement (JOA) to be entered into between SHEPD and the HV connected customer. This will consist of three parts:

- The first part details the procedures to be adopted;
- The second part is either an Operational Diagram for simple networks showing the ownership, operation and control boundary, or in the case of more complex networks an Operational Diagram supported by a signed Site Responsibility Schedule. (In the case of networks where the boundaries for ownership, operation and/or control are at different positions, or are complex, then a separate Site Responsibility Schedule is required); and
- The third part is an addendum which contains supporting information, e.g. contact telephone numbers, authorised persons, etc.

The Joint Operating Agreement will be completed and signatures obtained by our staff responsible for energising the new connection, and they may also require a copy of your HV network diagram.

Any changes which affect the Joint Operating Agreement, including changes to the customer's HV network, should be notified to . We will consider if your Point of Connection Offer may accommodate this. We may also revise your existing Joint Operating Agreement where required. You will be liable for any additional costs this may incur.

Please note we will not be able to energise your connection until the Joint Operating Agreement is in place.

Your connection details

LV Point(s) of Connection

Connection - Domestic (Not Flats)

The connection to each property will be one-phase, 230 Volts, and alternating current at 50Hz, terminating in a fused cut out with a maximum capacity of 100 Amps subject to an after diversity maximum demand of 592kVA for the entire development.

How to Get Your Meter

It is extremely important for you to note that your meters cannot be installed or relocated by Scottish Hydro Electric Power Distribution plc. Although Scottish Hydro Electric Power Distribution plc owns the cables coming into the premises **we are not an electricity supply company and we do not install or relocate the meters.** You must arrange a supply contract with the Supplier of your choice. Once you have chosen your preferred Supplier you will need to contact them to register the MPAN(s) associated with the new premises. We suggest you do this as soon as possible to avoid any delays in being able to use your electricity supply.

Once you have registered with your chosen supplier, they will arrange for their Meter Operator to fit the meter(s) and energise the supply(ies). Meter(s) cannot be installed until all connection works have been completed by us.

What is an MPAN number

- The MPAN (Meter Point Administration Number) is a unique number that identifies each electricity supply point.
- The MPAN is sometimes also called a Supply Number but it should not be confused with your customer reference number.
- **Every MPAN number must be registered with a Supplier before a meter can be connected and final energisation can take place.**

Earthing

The electrical installation must comply with statutory requirements. Protection against earth leakage is at all times the responsibility of the customer. We can assist and will provide a PME (TN-CS) terminal at the meter position. We strongly recommend that you make use of this facility. The bonding of the electrical installation must meet the requirements of the current edition of the IET Wiring Regulations.

Service Intake Housing – Cabinets

The house service cable must be installed in 32mm internal diameter **black** polyethylene ducting (complying with the current edition of the ENATS specification 12-24) from our mains cable to the meter position. You must supply and install this ducting as you carry out your site works. Please lay the ducting with a minimum cover of 450mm on the most direct route from the boundary of the property to its meter position. You must provide a draw wire or rope in the ducting and you will be responsible for clearing the ducting if it is found to be blocked. You must install cable marker tape over all service ducting, directly above the ducting at a depth of 250mm below finished ground level.

For further details, please, refer to TG-NET-CAB-014 'Underground Service Connections to Unmetered Street Furniture - Design Standard' which is available on our website at www.ssen.co.uk/our-services/tools-and-maps/g81/.

Meter Location

The service termination and metering equipment for each property will be at the position shown on your plan.

We will need a wall space 600mm high x 450mm wide to accommodate our equipment. The bottom of our meter board will be fixed between 450mm and 1050mm above the finished floor level. The meter position must not be situated in a kitchen, bathroom, toilet or any other location deemed to be unsafe for installation of the equipment. The length of interconnecting cable (tails) between the meter position and the customer's consumer unit must not exceed 3.0m. If your gas meter will be in the same area as the electricity service, for safety, the gas meter must be at least 300mm away from the electrical equipment and well ventilated.

We must be able to securely fix our equipment to the wall. The wall space must be of a masonry construction or provided with an 18mm thick fire retardant wooden backboard. This location must be easily accessible with frontal clearance for installation and maintenance of at least 1.0m.

The following considerations apply to the service termination position for each property:

- (a) The service position shall be situated in the premises being supplied.
- (b) The service cable shall be as short as practicable subject to a maximum length.
- (c) Where external cabinets are used the service position shall be in an approved external meter cabinet as close as practicable to the LV distributor. External cabinets must be installed in a position where they cannot be enclosed such as being behind gates, to the rear of properties or in bin stores. The top of the cabinet must not be more than 1750mm above ground level and the minimum height to the bottom of the cabinet is 500mm. Where boxes are situated adjacent to each other a label shall be installed inside the box stating which property the cable feeds.
- (d) For internal points of supply, the service position shall be situated on the inside face of an external wall situated as close as practicable to the LV distributor. Service terminations must not be installed in cellars, toilets, bathrooms, kitchens, bedrooms, under stairs with headroom of less than 2.0m, over doorways or on partition or stud dry-lined walls, or any other position not complying with BS 7671.
- (e) The customer shall retain ownership and be responsible for the maintenance and repair of the cabinet or meter board.

Site Requirements

This site requirements schedule includes any detailed requirements for our on-site works, what you need to know about cable routes and trenching and any special or unusual load you have requested to be connected such as motors and welders.

SHEPD Reference: [REDACTED]

Site address: [REDACTED]

Offer date: 5 January 2024

This site requirements schedule gives details of the site works you will need to complete for us to meet your requirements. Please read this document carefully as any problems with these works may result in additional charges and/or delays. If you need any assistance please contact us.

When we attend to undertake our works you must ensure that any substation's site(s), cable routes and any associated overhead line positions are clear of all encumbrances and ready for on site construction.

You are required to ensure that all works on your own electrical installation are carried out by a qualified electrical contractor who is registered. Statutory qualification schemes, for Building Regulation purposes, are currently run by NICEIC, SELECT, ECA, NAPIT, ELECSA, British Standards Institution and BRE Certification. For Government approved organisations that register electricians please refer to the Electrical Safety Council.

Cable Routes and Ducts

The proposed cable routes are shown on the draft site plan.

Before we can lay our cables you will need to set out kerb lines, establish levels where roads or footpaths are not yet being constructed and, provide routes clear of obstructions or building materials. We will charge you for any subsequent alterations to our cables because of changes to the site layout.

You will need to install 150mm diameter road crossing ducts. These must be twin walled black polyethylene ducting such as Ridgiduct, complying with the current edition of the ENATS specification 12-24.

Duct crossings must be laid at a depth of not less than 600mm and not more than 800mm below the finished road surface. The crossings should extend approximately 150mm beyond the kerb line on either side of the road and the ends should be blanked off to prevent ingress of spoil.

Please ensure that ducts provided for our use are spaced at least 1.0m clear of inspection pits and other duct lines to ensure working clearance at the ends of the ducts.

Trenching and Inspection of Cables

Where you are trenching for our cables, further information is available in our 'New Connections – Mains Trenching and Cable Laying Guide'. Please ask our Team Manager for a copy or download it directly from our website at www.ssen.co.uk/about-ssen/library/connections-useful-documents/. This will ensure you meet our requirements and comply with the NJUG recommendations.

We will blind our cables using suitable material – which must be free of sharp stones and rocks etc. Where the excavated material is not suitable, you will need to provide us, free of charge, an alternative material for this purpose, typically sand. You will be responsible for backfilling and reinstatement of the trenches. Please contact our Team Manager a few days before you start works on site and he will visit and advise you on any additional requirements.

You are required to ensure that all works on your own electrical installation are carried out by a qualified electrical contractor who is registered. Statutory qualification schemes, for Building Regulation purposes, are currently run by NICEIC, SELECT, ECA, NAPIT, ELECSA, British Standards Institution and BRE Certification. For Government approved organisations that register electricians please refer to the Electrical Safety Council.

Removal of SHEPD's Equipment

Any equipment disconnected from our network is still our property. You may not remove any disconnected plant or cables without our prior agreement.

Harmonic Distortion Limits

The complete installation must strictly comply with the requirements detailed in the Energy Networks Association Engineering Recommendation G5/4 "Planning levels for harmonic voltage distortion and the connection of non-linear equipment to transmission systems and distribution networks in the United Kingdom". The connection must comply with the Stage 1, Stage 2 or Stage 3 limits as specified by G5/4. In the event of non compliance with G5/4, we reserve the right to disconnect the installation from the network until compliance can be guaranteed. This is to prevent unwanted disturbance to other customers connected to the network.

Substation

To provide a connection we shall need a new distribution substation(s).

We require a site nominally 4.5m wide x 4.5m deep (if situated in England and Wales) or 5.0m wide x 5.0m deep (if situated in Scotland) for the substation and its equipment, in order to comply with boundary legislation. The subsoil must be capable of withstanding a load of 8.0 tonnes per square metre to avoid settlement.

It is important to avoid delays with the legal transactions. We will ask our Wayleave Officer to pursue this when we receive your acceptance of our Offer, any Connection Agreement and payment of the charges included in our Offer. Please ask your solicitor to write to the Wayleave Officer at this office as soon as possible, enclosing a copy of the Registered Title for the substation site where appropriate. We will be unable to start our substation site works until the legal formalities have been completed.

We need unrestricted access to the substation for operational purposes. Access may also be required, at a later stage, to enable additional connections from the substation to our network. Any future site security, both during and after completion of the development, must reflect this requirement.

Substation Enclosure

The substation will be fully enclosed in a glass reinforced plastic (GRP) housing. You are responsible for providing the foundation for this housing. Refer to our technical guidance TG-NET-CIV-002 (previously TG-PS-584 and TG-PS-623) which details our requirements for foundation arrangements.

The Company's Standard Terms and Conditions

Definitions:	
The "Act":	Shall mean the Electricity Act 1989.
The "Adoption Agreement":	The agreement between the Customer and the Company for adoption of any Contestable Connection Works undertaken by the Customer.
"Affiliate(s)":	Shall mean a company or corporation which is the ultimate holding company of the Company or a subsidiary of such ultimate holding company and for the purposes of such definition 'holding company' and 'subsidiary' shall have the meanings assigned to them in Section 1159 of the Companies Act 2006.
The "Agreement":	The agreement constituted by the Offer and the Customer's acceptance and any permitted variation from time to time.
The "Agreement Date":	The date of the Customer's acceptance of the Offer.
"Alternative Provider":	Means a National Electricity Registration Scheme (NERS) accredited Independent Connection Provider (ICP) or an Independent Distribution Network Operator (IDNO).
"Business Day":	any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday in the country (of the United Kingdom) where the Works are to be undertaken.
The "Charges":	Means the charges identified and stated in the Quotation (as varied in accordance with the Agreement) to undertake the Company's Works.
The "Company":	Shall mean either Scottish Hydro Electric Power Distribution plc (company number: SC213460) or Southern Electric Power Distribution plc (company number: 04094290) as specified in the Offer Letter.
The "Company's Requirements":	The Company's technical requirements as set out on the Website and in the Offer.
The "Company's Works":	The works that the Company will carry out as detailed in and subject to the terms in the Offer.
The "Connection Agreement":	The agreement between the Company and the Customer relating to the connection of the Premises.
The "Consumer":	Means an individual acting for purposes which are wholly or mainly outside the individual's trade, business, craft or profession.
"Consumer Terms and Conditions":	Means the Supplementary Consumer Terms and Conditions attached to these standard terms and conditions.
The "Contestable Connection Works":	The part of the Works that the Customer may elect to undertake or appoint an appropriate third party to undertake.
The "Cost Apportionment Contribution":	A financial contribution made with respect to the costs of connection from the Company in favour of the Customer.
The "Customer":	The person, firm or company who is the owner or occupier of the Premises who requires the connection and whose name and address should be shown in the Offer Letter.
The "Customer's Works"	Means the works that the Customer will carry out, including where applicable the Contestable Connection Works.
"Disputes":	Means any disputes and/or claims between the parties arising out of or in connection with this Agreement (including any non-contractual disputes) or any disputes and/or claims between the Customer and a third party(s) which has an impact (or has the potential to impact) any of the parties' obligations under this Agreement and/or any aspect of Works.
The "Equipment":	The equipment, plant and/ or apparatus the Company will supply as detailed in the Offer Letter.
The "Information Pack":	The Customer site requirements document supplied with and forming part of the Offer Letter.
The "Land Rights":	Means rights in, under or over land for the construction, installation, operation, repair, maintenance, renewal, removal or use of the Contestable Connection Works and/or the Company Works.
The "Land Rights Criteria":	The criteria as set out on the Website providing the Company's requirements for Land Rights.
"National Grid"	Means National Grid Electricity Transmission plc, the company which owns and maintains the electricity transmission system in England and Wales and operates the system across Great Britain as the national electricity transmission system operator.
The "Offer":	These standard terms and conditions and the Offer Letter.
The "Offer Letter":	The letter sent to the Customer by the Company offering to carry out the Company's Works and detailing the Quotation, Information Pack (if applicable) and other matters relating to the connection.
"Ofgem":	Means the Office of Gas and Electricity Markets, being the government regulator for the electricity markets in Great Britain.
The "OFSI Consolidated List":	The list of all those subject to financial sanctions imposed by the UK and published by the Office of Financial Sanctions Implementation (OFSI).
The "Premises":	Means the premises in relation to which the Works are to be undertaken and includes but is not limited to the site of the connection.
The "Quotation":	The quotation for the Company's Works as set out in the Offer Letter.
"Second Comer":	Means any connecting customer who subsequently connects to the electricity distribution system and benefits from infrastructure paid for by an earlier connecting customer and is therefore liable to pay for a share of incurred costs under the Electricity (Connection Charges) Regulations (as amended from time to time).
"Second Comer Charge":	Means any amounts payable by the Customer pursuant to The Electricity (Connection Charges) Regulations (as amended from time to time) as applicable.
The "Website":	The website at www.ssen.co.uk/ or at such other domain name as the Company may use from time to time.
The "Works":	Means the works as set out in the Offer Letter including the Company Works and the Contestable Connection Works.

Acceptance of the Offer

- The Offer remains open for acceptance by the Customer for 90 calendar days from the date of the Offer Letter unless the Company notifies the Customer otherwise in writing. The Company reserves the right to amend or withdraw the Offer at any time prior to the Customer accepting it. Where a Customer accepts the Offer, the following terms shall apply to the Customer and the Company in respect of the Works:
 - these standard terms and conditions;
 - the terms set out in the Offer Letter; and
 - (where applicable) the Consumer Terms and Conditions.
- If the Company receives two or more applications for connection to the same part of the Company's distribution system and there is insufficient capacity or other constraints that will prevent all those connections being made, the Company may apply its interactive connection application process, which may require a variation of the terms of the Quotation and amendments to the scope and timing of the Works. The Company will inform the Customer if the Offer becomes interactive, at which point the period for acceptance of the Offer will be reduced to 30 days, or less if the period remaining for the Customer to accept the Offer is already shorter than 30 days. For the avoidance of doubt, the Customer cannot extend the acceptance period where the interactive connections process applies. More detail of the interactivity process can be found in the interactivity section of the Company's website: www.ssen.co.uk/Connections/InteractivityProcess/.
- The Company may require to make this Offer subject to additional processes in areas where electrical capacity is constrained before and after connection, including but not limited to queue management, curtailment, use of flexibility services and export or import limitations. The Company will advise the Customer that such processes will be used if they are applicable.
- Where a number of parties are competing to deliver the same works for a development, they may each apply for and receive a competing connection offer from the Company. The acceptance of this Offer is conditional upon any other such competing offers not having been accepted. If any other competing offer is accepted, this Offer will cease to be valid and can no longer be accepted by the Customer.

Identity of the Customer

- The Offer is subject to screening of the Customer against the OFSI Consolidated List. In the event the Customer is included on the OFSI Consolidated List the Company reserves the right to withdraw the Offer.
- The Company reserves the right to carry out Customer screening against the OFSI Consolidated List at any time. If at any time the Customer's details are found on the OFSI Consolidated List, the Company shall follow the OFSI guidelines.
- If the Customer is a Consumer, the Consumer Terms and Conditions shall be incorporated into the Agreement between the Company and the Customer and, to the extent of any inconsistency, the terms of the Consumer Terms and Conditions shall prevail.

8. A third party may accept the Offer and engage in communications in relation to the Offer and any subsequent Agreement on behalf of the Customer, provided that:
- (i) the third party has been appointed by the Customer to act on its behalf by a formal letter of authority;
 - (ii) the Customer has clearly identified the third party to the Company, has provided evidence of the third party's appointment (to the Company's satisfaction) and has set out the nature and scope of that third party's authority in writing to the Company;
 - (iii) the third party is acceptable to the Company, acting reasonably and in accordance with its policies. The Company may limit the number of third parties it will engage with and the roles they can undertake; and
 - (iv) should the third party cease to act on the Customer's behalf under and/or in connection with this Agreement, the Customer and /or third party shall notify the Company of this in writing within 7 days, or within such other time as is identified by the Company to the Customer in writing.

Customer's obligations

9. The Customer shall provide the Company with the facilities reasonably necessary to enable the Company to complete the Company Works in the most economical manner and in accordance with the scheduling information set out in the Offer Letter (or as subsequently varied) and applicable health and safety legislation. This shall include but not be limited to providing site utilities, power, site huts, parking, sufficient and secure storage facilities, accommodation and staff welfare facilities. The Customer shall provide such structures, foundations and equipment as are identified by the Company in the Offer Letter.
10. The Customer shall provide the Company with pedestrian and vehicular access to and within each part of the Premises and shall ensure such load bearing surfaces are available as are necessary for the Company to carry out the Company Works upon the terms of the Offer. If the Customer prevents the Company from accessing the Premises or the Works with the result that the Company is prevented from or delayed in carrying out its Works, the Company shall not be in breach of this Agreement and any additional costs reasonably incurred by the Company in consequence shall be added to the sums due to the Company from the Customer. The Customer shall bear sole responsibility and cost for reinstating surfaces on private land affected by the Works, including the surface of streets and pavements not adopted by the highway authority at the time cables are laid.
11. The Customer shall ensure that the area within which the Company is to undertake the Company's Works is safe, secure and free from obstruction. The Customer shall at its own expense comply with any reasonable requirements from the Company in relation to health and safety and shall comply with all applicable health and safety legislation including but not limited to the Health & Safety at Work Act 1974 and its associated regulations, in each case as may be amended or restated from time to time. The Customer shall take all reasonable steps to ensure the safety of all employees, subcontractors and agents, including the Company's staff, while the Works are in progress and during subsequent maintenance and repair at the site and Premises. The Company shall not be under any obligation to commence or continue the Works and may stop the Works until it is reasonably satisfied that each part of the Customer's Works or installation is compliant with applicable health and safety legislation and constructed, installed, protected and used so far as reasonably practicable to prevent danger and not to cause interference with the Company's distribution system. The Customer shall bear the cost of any such stops or delays caused by health and safety issues.
12. The Customer shall at its own cost: (i) make provision to enable any electricity terminations required by and for the energy supplier's meter; (ii) provide and install service ducts and other necessary ducts and marker tape; and (iii) provide suitable accessible access points, openings and housings, in each case in a position acceptable to the Company and in accordance with applicable law.
13. The Customer shall be responsible for export and import electricity metering and the associated communications facilities required for the connection. The Customer shall enter into an agreement with a meter operator agent for the provision of the required metering and associated communications facilities for the connection. The Customer shall advise the Company which meter operator agent has been appointed, prior to energisation of the connection. The Customer is responsible for meeting all costs associated with the installation of metering and associated facilities.
14. Where the Customer appoints an Alternative Provider to carry out any Contestable Connection Works it shall notify the Company of the identity of its Alternative Provider in advance of submitting any designs. The Customer shall design and carry out any works it is required to undertake in accordance with the Electricity Safety, Quality and Continuity Regulations 2002 and the Construction (Design & Management) Regulations 2015. Appointment of a subcontractor (including an Alternative Provider) shall not remove liability for the Contestable Connection Works from the Customer. Where the Customer carries out works (or fails to carry out works which it should have carried out under this Agreement), the Customer shall indemnify the Company for:
- (i) any liabilities arising from the failure of the Customer to perform its obligations in accordance with the Construction (Design & Management) Regulations 2015 and the Electricity Safety, Quality and Continuity Regulations 2002; and
 - (ii) third party demands, actions, proceedings, claims, damages and losses, including legal or other costs and expenses, which are made or brought against or incurred by the Company.
15. The Customer shall obtain all statutory consents and approvals for the carrying out and maintenance of any Contestable Connection Works until adoption of those works by the Company.
16. The Customer shall obtain and shall provide evidence satisfactory to the Company that it has obtained the necessary Land Rights, consents and approvals to permit the Company to undertake the Company Works and that the Land Rights, consents and approvals will remain in place in accordance with the Land Rights Criteria.
17. The Customer will pay the full cost of obtaining any Land Rights, consents and approvals required from third parties to allow the Works to be undertaken over, under or within the Premises (including settlement of all properly evidenced claims) in addition to the Charges, including but not limited to:
- (i) their own agent's legal and other fees, costs and expenses;
 - (ii) the legal and other fees, costs and expenses of the Company; and
 - (iii) the legal and other fees, costs and expenses of any consenter or other third party.
18. The Customer shall, in accordance with the Land Rights Criteria:
- (i) grant or transfer (at no cost to the Company, or for a nominal sum of £1) any Land Rights consents and approvals for the Works and for cables, overhead lines, substations and all other apparatus to be installed over or within the Premises with full title guarantee and without conditions; and
 - (ii) ensure that when the Customer opts for an Alternative Provider to undertake the Contestable Works, that the Alternative Provider secures all Land Rights and consents and approvals required to carry out their installation and that those Land Rights, consents and approvals are maintained until adoption.
19. If the Customer transfers any part of the site or Premises covered by the Offer to a third party, it shall ensure that the Land Rights, consents and approvals which are necessary to authorise, commence, continue and maintain and operate the Works are retained and not transferred.
20. The Customer shall indemnify the Company and keep the Company indemnified fully on demand against any liabilities, losses, damages, costs (including all reasonable legal costs), expenses and charges suffered or incurred by the Company arising out of or in connection with any Land Rights, consents and approvals save to the extent that such losses arise directly as a result of the Company's actions or omissions.

21. Unless otherwise stated, the Company shall place all plant and equipment in the adopted public highway or land owned or controlled by the Customer and the Customer shall obtain or provide to the Company all necessary Land Rights, consents and approvals for that plant and equipment.
22. Where the Customer is carrying out design which affects the Company's Works it shall ensure the design is in accordance with the Company's design standards. The Customer must submit its design for Contestable Connection Works to the Company for approval and must make any amendments to that design required by the Company. No approval, review or comment, or failure to approve, review or comment on the design by the Company shall relieve the Customer of liability for its design. Following the Works, the Customer must provide as built drawings and certification of its works. The Customer is responsible for errors, omissions or discrepancies in design and written information supplied by the Customer and shall pay the Company the costs the Company incurs as a consequence of any such errors, omissions or discrepancies.
23. The Customer shall provide a programme for its Contestable Connection Works to the Company and provide updates on the programme as the works are being carried out.
24. The Customer shall carry out its works with reasonable skill and care and in accordance with applicable law, the works must be free of defects, in accordance with the design, materials and quality specified by the Company and carried out to allow the Company's works to be carried out in a continuous, efficient and logical progression. The Customer shall make all reasonable endeavours to obtain manufacturers' warranties and to pass these on to the Company.
25. The Company shall be entitled to inspect the Customer's Premises and works and test them to its satisfaction. If the Customer's Contestable Connection Works are defective, fail any test and/or where reasonably required by the Company, the Customer shall rectify the issue at the Customer's cost, or the Company may complete the required rectification at the Customer's cost, or if energised the Company may de-energise the connection. Any costs incurred by the Company in rectifying defects in the Customer's Works or rectifying issues affecting the Premises shall be paid by the Customer to the Company within 30 days of receiving an invoice for those costs from the Company. The Customer shall pay to the Company its reasonable costs incurred in relation to any repeat tests and abortive visits to the Premises. The inspection, non-inspection or non-rejection of the Customer's Works or Premises by the Company shall not constitute any warranty or representation express or implied as to the adequacy, safety or other characteristics of the Customer's Works and or Premises. The Company is not responsible for the adequacy and safety of the Customer's Works. The issue of an Adoption certificate shall not be an admission by the that the Customer's Works are compliant and shall not relieve the Customer of liability for its Customer's Works.
26. The Customer's Works shall not cause any nuisance, inconvenience, or disturbance to adjoining premises.
27. Unless otherwise agreed in writing by the Company, if the Customer's Works are not commenced within 12 months from the date of acceptance of the Offer, or have commenced but are subsequently suspended, or are not being actively progressed for a period of 12 months or more, the Company may at its absolute discretion vary or terminate this Agreement. If the Agreement is terminated the Customer shall no longer have any entitlement to any capacity and, if the Customer still wants a connection to the Company's distribution system, the Customer must re-apply for a connection.
28. If a third party raises or pursues a dispute regarding or arising out of the Works, then the Company may not commence the Works or may cease all affected Works and delay energisation. If as a result of such third party dispute the Company is unable to proceed with part or all of the Works for more than 6 months, then the Company shall be entitled to terminate this Agreement or to vary the Agreement. If the Customer does not accept the variation the Company may terminate the Agreement.
29. It is the Customer's responsibility to identify whether its site or Premises are contaminated and to remove any contamination at the Customer's expense before the Company begins the Company's Works. The Company may suspend the Company's Works if contamination is discovered until the contamination is removed and the Customer shall bear the cost of such suspension and removal.
30. The Customer must give at its expense such assistance in connection with the Works as reasonably requested by the Company. The Customer shall not in any way obstruct or impede the works so as to prevent or hinder or delay the Company from performing its obligations and shall procure that its contractors or agents do not impede the Company's Works.
31. The Customer shall provide the Company with the information required under clause 82.
32. The Customer's obligations under clause 9 to clause 31 shall be undertaken at the Customer's own expense. The Customer shall be required to pay the Company any reasonable additional costs and expenses incurred by the Company due to any failure by the Customer to comply with clauses 9 to 31 (inclusive) and the Company shall be entitled to such extension of time for the performance of its obligations as it shall reasonably require.

Conditions Precedent which must be met before the Company undertakes the Company's Works

33. Notwithstanding any other provision in this Offer, the Company shall not be obliged to commence, continue with or complete the Company's Works, to adopt any Contestable Connection Works, to energise and/or undertake any other requirements unless and until the following conditions have been fulfilled and, where relevant, continue to be fulfilled to the Company's satisfaction:
 - a) The Customer has completed the Contestable Connection Works (and any other works which are not the responsibility of the Company), which are necessary to allow the Company to commence, continue and/or complete the Company Works. These works shall be completed at no cost to the Company, within the agreed timescales and to a satisfactory standard reasonably specified by the Company in the Offer and to the reasonable satisfaction of the Company;
 - b) Where applicable, the Customer has carried out and completed the site work specified in the Information Pack in accordance with the "Site Requirements" section;
 - c) The Customer has obtained, granted and/or transferred to the Company all Land Rights, planning permissions and statutory consents and approvals to allow the Company to undertake the Company Works;
 - d) The Customer has complied with its obligations under clause 9 to clause 31 (inclusive) and provided the Company with information required under clause 82;
 - e) The Customer has paid to the Company in full the Charges and any subsequent invoices issued to the Customer in respect of any additional charges and/or variations;
 - f) The Customer has provided the Company with any notices required under the Statutory Consents, Traffic Management Act 2004 and the New Roads and Street Works Act 1991 in respect of the Works;
 - g) Any Disputes have been resolved;
 - h) The Customer has identified and removed any contamination from the Premises (including from the land). If any contamination is discovered at any time during the term of this Agreement, the Company reserves the right to stop and not start the Company Works until all such contamination has been removed by the Customer. For the avoidance of doubt, the Company shall have no liability or responsibility for any such contamination, and any such treatment and/or removal of contamination shall be at the Customer's cost and expense;
 - i) The Customer has complied and continues to comply at its own cost and expense with all health and safety requirements reasonably required by the Company;
 - j) Prior to the energisation of the connection the Customer has entered into a Connection Agreement with the Company and the Customer has entered into any further agreements required by the Company (acting reasonably) to ensure the safe operation of the connection;
 - k) Prior to energisation all necessary equipment has been obtained, satisfactorily installed and legally secured by the Customer to remain available for use for the connection; and
 - l) The Customer has provided (and continues to provide) valid security for payment if required by the Company under clause 65.

34. If the Customer fails to satisfy any of the conditions and/or obligations set out in the Offer and the Company is required to reschedule and/or redesign the Company Works at any time then, unless otherwise stated in the Offer Letter, the Customer shall pay the Company's reasonable costs and expenses incurred and/or committed by the Company in respect of the Company Works. This shall include but not be limited to any works undertaken or to be undertaken, labour hours, materials and Equipment. If the Customer continues to fail to satisfy any of the conditions for more than 6 months after being asked by the Company to comply, the Company may at its absolute discretion suspend its Works and/or energisation for such period of time as it may deem to be reasonable in the circumstances or on notice terminate the Agreement with immediate effect. Such steps shall be, without prejudice to any accrued rights or obligations of either party under the Agreement.

Company's Works

35. Where the Company carries out design in respect of the Company Works, the Company shall exercise the reasonable skill and care to be expected of a qualified architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the Company's Works. The Company shall be free to specify at its own reasonable discretion what materials to use in the Company Works.
36. The Company shall carry out the Company's Works in accordance with the specification and shall exercise reasonable skill and care in carrying out the works. The Company excludes all warranties express or implied in relation to the Company's design and works, including but not limited to any implied term, condition, representation or warranty of satisfactory quality or fitness for a particular purpose, or that the Company's Works or connection equipment will meet the Customer's requirements, whether implied by statute or otherwise, to the fullest extent permitted by law.
37. The Company will carry out the Company Works during normal working hours on a Business Day. There will be an additional charge payable by the Customer for any overtime working at the Customer's request.
38. The Company reserves the right to sub-contract any part of its Works.
39. Time is not of the essence in relation to the Company's Works. Where the Company agrees a period for the commencement and/or completion of the Works this is given as accurately as possible but is not guaranteed.
40. If the Company Works do not proceed due to an act, omission and/or default by the Customer, the Customer shall reimburse the Company for any costs and expenses incurred or committed by the Company, including but not limited to in obtaining any Land Rights and/ or consents or approvals.
41. The Company shall be under no obligation to permit the Customer's connection directly or indirectly to the Company's distribution system unless it is satisfied that the Customer has complied with the Customer's Obligations.
42. The Company shall have no liability whatsoever, arising in contract, tort or delict (including negligence) or breach of statutory duty for any defect, malfunction or otherwise in the Customer's electrical equipment on the Customer's Works or installation or for defects in the Equipment or the Company's distribution system which are a result of any Customer's Works, equipment or Customer actions or omissions.

Company Consents and Company Land Rights

43. If requested by the Customer, the Company shall take reasonable steps to obtain, at the Customer's expense, any Land Rights, statutory consents or approvals in respect of the Works. The Customer shall provide the Company with all such assistance as the Company may require to obtain any such Land Rights and statutory consents.

Transmission Works

44. The Company's works and the timing of any connection to the Company's distribution system may be dependent on prior works being carried out to the electricity transmission system. The distribution system connection will be subject to such transmission system works. The Company will advise the Customer if an application or process is required to establish the need for, scope of and timing for any transmission system works. The Customer shall pay the cost of such application or process. The Company shall advise the Customer of the cost of any transmission system works which the Customer requires to pay. The Company shall be entitled to vary the Agreement to reflect the need for, timing of and cost of transmission system works, including to amend any estimated or actual connection or energisation date. If the Customer does not accept the variation the Company may terminate the Agreement.
45. National Grid will not assess, carry out or arrange any necessary transmission system works without being certain that their costs of doing so and of any cancellation will be met. The Company may require the Customer to provide security to underwrite the transmission system works, the level of security required may change if there are changes in the project or design. The Company will advise the Customer of any such security requirements. The Company shall be entitled to vary the Agreement to reflect the need for such security. If the Customer does not accept the variation the Company may terminate the Agreement.

Variations

46. Either party shall at any time be entitled to propose variations to this Agreement, in addition to those variations expressly provided for within the terms of this Agreement, by providing notice in writing to the other party.
47. The Company shall provide notice of its proposed variation to the Customer by issuing an updated Offer Letter or a variation agreement. Where the Company receives a notice from the Customer proposing a variation, the Company may provide an updated Offer Letter or a variation agreement in response to the Customer as soon as reasonably practical after receipt of such notice. Each updated Offer Letter or variation agreement shall set out detail of the proposed variation and whether, in the Company's reasonable opinion, the proposed variation will result in any addition to and/or deduction from the scope and cost of the Company's Works and will set out the Company's estimate of any potential delay or change in timing of the Company Works.
48. The Customer must confirm to the Company in writing whether it accepts the Company's variation proposal within the period for acceptance following receipt of the Company's updated Offer Letter or variation agreement, or as agreed between the Parties. If the Customer accepts, the Charges, and scope and timing of the Company's Works shall be adjusted accordingly.
49. If the variation proposal is accepted by the Customer, the Agreement shall continue as amended and restated in the form of the accepted updated Offer Letter or variation agreement. Any prior Offer Letter shall cease to have effect once replaced by an updated Offer Letter.
50. If a variation is required by the Company in its absolute discretion, but the Customer does not accept it, the Company shall be entitled to terminate this Agreement.
51. No amendment, modification or substitution to the Agreement shall be effective unless agreed in writing by both parties.

Design and Scope Development

52. The Customer acknowledges and agrees that the scope of works set out in the Offer is based on the results of an off-site, desk-based study of the Premises undertaken by the Company and the Company may require to undertake a more detailed review after the Offer has been accepted. If a further review identifies that amendments are required to the desk-based study results to complete the Works, the Company may require to amend its design or undertake further detailed design and/ or amend the Charges for the Company Works and/ or amend the timing of the Company Works and the completion date.
53. Where further design or alterations to the design are required (at the Company's discretion) following the Offer, the Company shall be entitled to amend the design, carry out a detailed design, adjust the Charges accordingly and /or change the timing of the Works or extend the date for completion by the period which the Company considers to be reasonable in the circumstances.

54. Without prejudice to any other provisions set out in this Agreement, the Company reserves the right to amend any of the Charges and/or the completion date of the Company's Works at any time (including, for the avoidance of doubt, subsequent to the Customer's acceptance of the Offer):
- if subsequent to the date of the Offer it is necessary for the Company to amend the design, scope, programme or specification of the Company Works following the carrying out of a further review or further detailed design in relation to the connection;
 - if an alternative route is necessary or material deviations from the initial route are required when the final route for the Company Works has been established;
 - if subsequent to the date of the Offer, stability studies, power quality assessments, environmental impact surveys, ground condition, archaeological, marine or other such technical studies, assessments, surveys and/or statements are required to be undertaken (at the Company's discretion) for the Company Works and such subsequent studies, assessments and/or surveys indicate that amendment to the scope, design, specification, Charges or programme of the Company Works is necessary;
 - in the event of material movement in the price of metals or other materials or equipment costs to be used in the Company Works;
 - if any aspects of the Works are delayed by (or contributed to) by any act, instruction, default or omission of the Customer and/or by any factor beyond the reasonable control of the Company, including but not limited to change or imposition of law, adverse ground conditions, a Force Majeure Event, absence of Land Rights, consents or approvals, or a network system emergency;
 - if the Works require the diversion of any of the Company's equipment (or any equipment belonging to any third party) and this was not provided for in the Offer;
 - to include any additional costs in respect of works, permits and/or other expenses associated with traffic management activities required pursuant to local authority requirements, the New Roads and Street Works Act 1991 and the Traffic Management Act 2004; and/or
 - if there is or may be any impact on the electricity transmission system as a result of or/in connection with this Agreement and the proposed connection requires reinforcement works, a statement of works or a modification application or other transmission related works, assessments or processes.

Adverse Ground Conditions

55. Notwithstanding any other term of this Agreement, the Company shall have no responsibility or liability whatsoever for any ground, site and/or physical conditions and/or any artificial obstructions including but not limited to rock, subsidence, contamination, mine excavations, WWII bombs, etc. ("Adverse Ground Conditions") which affect the carrying out of the Works. For the avoidance of doubt, the Company shall bear no responsibility for identifying or investigating in advance of an Offer whether any such Adverse Ground Conditions may affect the Works irrespective of their foreseeability.
56. If Adverse Ground Conditions are identified in advance of starting the Works, the Company shall be entitled to vary the Agreement to reflect such Adverse Ground Conditions. If the Customer does not accept the variation the Company may terminate the Agreement. Where any Adverse Ground Conditions are encountered during the performance of the Works, and this results in any additional cost to the Company Works and/or the performance of the Company Works being delayed then the Company shall be entitled to claim the additional cost from the Customer and/or an extension of time to the completion date for the Company Works if required.

Payment

57. The Company shall issue a Quotation in the Offer Letter for sums due for the Company Works. The Quotation is an estimate and not a fixed price offer. The Quotation and proposals set out in this Offer are based on material and labour costs prevailing, and the information available to the Company, at the date of the Offer Letter. The price charged will reflect the actual costs of materials, labour, contractor costs incurred and third party costs, for example to obtain land rights. The Company shall have the right to vary the Quotation in accordance with any variations in the material and/or labour costs which the Company becomes aware of subsequent to the date of the Offer Letter by providing the Customer with written notice of any increase or decrease in costs in the form of an updated Offer Letter for the Customer's acceptance. If the Customer does not accept the variation the Company may terminate the Agreement.
58. The Company's Charges are based on the Company being able to carry out its Works in the sequence the Company would normally follow (at the Company's discretion) in carrying out works of a similar nature, without obstruction or restriction during normal working hours and on information which the Customer provides to the Company which is necessary for the Company to carry out the Company's Works. If for any reason beyond the Company's control it is unable to perform the Works as it has planned, or if the information which the Customer provides to the Company is inaccurate, incomplete or misleading, then additional charges will be payable by the Customer at the Company's absolute discretion to cover the additional cost and expenses incurred by the Company.
59. Works and costs which are the responsibility of the Customer are excluded from the Quotation. Unless otherwise stated in the Offer, the Quotation has been calculated on the assumption that the Customer will carry out all of the excavation and backfilling required for all works on and off the site.
60. Unless otherwise agreed with the Company, the Customer shall pay to the Company in full the Charges on its acceptance of the Offer. Unless otherwise agreed in writing, payment of the Charges will be required in advance of the Company commencing the Works. Where additional Charges are identified or payable after acceptance of the Offer the Company may invoice the Customer for such additional Charges.
61. The Company shall be entitled to invoice the Customer at any time for sums due. The Customer must pay in full invoices received from the Company within thirty (30) calendar days of the date of the invoice. The Company shall not be liable to the Customer for any delay or any costs, damages, expenses or losses resulting from a Customer's failure to pay an invoice in the agreed timescale.
62. The Customer shall pay all sums due to the Company under this Agreement. Where the Company has agreed to payment by a third party and has received written authority from the Customer (to the Company's satisfaction) that a third party is authorised to pay, payment may be made to the Company by a third party and/or agent on the Customer's behalf. The Company may limit the number of third party payers.
63. Any refunds of sums due from the Company to the Customer under this Agreement shall be paid by the Company in accordance with its payment policies. The Customer shall provide account details for any such refunds promptly on request.
64. If any amount remains unpaid after the final date for payment of an invoice, the Company shall (in addition to any other remedies) be entitled to charge interest on the amount unpaid at the annual rate of 3% over the base rate of the Bank of England from the final date for payment until the date of payment in full.
65. The Company reserves the right to require that the Customer provides financial security for any payment which may become due pursuant to this Offer and/or section 19 of the Act. The Company may automatically use and apply any such security in cash against any applicable unpaid sums as they become due.
66. If the Company becomes entitled to any additional costs or Charges the Company shall submit an invoice to the Customer setting out the amount of labour expended, and materials purchased or used up to the date of the invoice.
67. All payments by the Customer shall be made in full and payment shall only take effect once payment in full has been received by the Company in cleared funds, without any deductions for retention, set off or any other deductions of whatever nature. Under current economic conditions and with many materials being sourced abroad we are seeing rapid volatility in material costs. These changes will be passed through to the Customer.
68. Where chargeable, the Customer shall pay value added tax ("VAT") at the appropriate rate. If any adjustments are made to any of the rates of VAT the adjusted rate(s) will be applied at the date of invoice or payment, whichever is the earlier.

69. If the Customer is a Second Comer, then the Customer shall be liable to pay a Second Comer Charge as stated in the Offer Letter or as otherwise advised by the Company.
70. For some connections the Company may Charge the Customer connection offer expenses pursuant to the Electricity (Connection Offer Expenses) Regulations 2018 ("Connection Offer Expenses"). Where applicable the Connection Offer Expenses will be invoiced together with the Offer and shall be payable by the Customer whether or not the Offer is accepted. Where Connection Offer Expenses apply and the Customer requests material changes to the proposed connection, following receipt of the Offer but prior to energisation of the connection, the Customer may be liable for additional Connection Offer Expenses which will be notified to the Customer and invoiced at that time.
71. Subject to any variations in accordance with this Offer, the Charges are fixed for 90 days from the date of the Offer Letter, from then on actual costs will be applied. The Charges will be indexed on each anniversary of the date of the Offer Letter calculated in accordance with the formula specified below and the indexed Charges shall apply to any Company Works executed during each subsequent year of the Offer Letter:

$$Pt = Pt-1 \times RPI$$

Where:

$$Pt = \text{Price for the new year}$$

$$Pt-1 = \text{Price for the previous year}$$

$$RPI = RP It-1/RPIt-2$$

Where:

RPIt-1 = the Retail Prices Index (table 18.1 - CHAW monthly figures or its direct successor) published by the Office for National Statistics applicable for April of the previous year.

RPIt-2 = the Retail Prices Index (table 18.1 - CHAW monthly figures or its direct successor) published by the Office for National Statistics applicable for April immediately preceding the previous year.

Cost Apportionment

72. The Quotation is net of any Cost Apportionment Contribution due to the Customer and no further contributions or allowances are applicable. The value of any Cost Apportionment Contribution has been calculated on the basis of, inter alia, the Equipment specified in the Offer Letter, the available capacity agreed for the development, the build rate and the electrical heating the Customer has declared will be installed.
73. The value of Cost Apportionment Contribution made in favour of the Customer by the Company will be indicated in the Quotation and its value may be recalculated by the Company to reflect any alteration to the basis of the calculation and the Customer will refund any excess Cost Apportionment Contribution made by the Company following a demand for reimbursement by the Company.
74. The Customer shall be liable to pay to the Company the full value of the Cost Apportionment Contribution received from the Company in the event this Agreement is terminated prior to the completion of the Company Works.

Liability and Insurance

75. The Customer shall indemnify and keep indemnified the Company from all claims, liability, loss, costs, expenses and/or damage incurred or suffered by the Company as a result of the Works and this Agreement (unless due to any negligence of the Company or any person for whom the Company is responsible).
76. The Company shall have no liability to the Customer whether in contract, tort or delict (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this Agreement, for any indirect or consequential loss, any loss of profit, revenue, generation, use, contract, business, savings, (anticipated or otherwise) or any other form of economic loss (whether or not occurring in connection with physical damage) provided that this clause 76 shall not exclude or restrict the liability of the Company for death or personal injury, fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by applicable law.
77. Notwithstanding any other provision of this Agreement, the Company's liability under or in connection with this Agreement shall be limited to £1 million in aggregate. This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, by tort or delict (including negligence) or by breach of statutory duty or otherwise, provided that this clause 77 shall not exclude or restrict the liability of the Company for death or personal injury, fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by applicable law.
78. The Company shall be entitled but not obliged at any time without notice to set off any liability to the Customer against any liability of the Customer to the Company however arising.
79. Where any Customer liability or obligations are undertaken by two or more persons, the liability or obligation of each of them shall be joint and several.
80. The Customer shall take all necessary measures to mitigate any loss which has occurred.
81. Without prejudice to the Customer's liability to indemnify the Company, the Customer shall have in place such insurance policies as are necessary to cover the Customer's liabilities, including but not limited to cover for liability to third parties, and that such policies are with a reputable insurer and such policies shall be kept in force during and until completion of the Works. The Customer shall insure the site and any materials that the Company has supplied to site to cover any damage to them from any cause whatsoever. The Company shall be entitled to suspend provision of the Works until such time as the Customer provides evidence of this insurance to the Company. If the Customer fails to provide the Company with the required evidence of insurance within 14 days of the Company's request, the Company shall be entitled to terminate this Agreement immediately.

Customer's Information

82. The Customer acknowledges and agrees that:
- it has submitted to the Company all information it has in its possession regarding the site and the Premises and/or which may impact the Company's Works and/or affect any of the terms of this Agreement including details of any Disputes; and
 - the Offer has been based on the information provided by the Customer to the Company relating to the Customer's proposed connection.
83. If it is shown that (i) any information provided by the Customer is incorrect and/or misleading; and/or (ii) the Customer fails to provide and/or omits any information pursuant to clause 82 and this impacts the Company's Works and/or affects any terms of this Agreement then the Company reserves the right to revise any affected terms of this Agreement including, but not limited to, the Charges, the design and the completion date so as to put the Company back in the same position as it would have been had the correct information been known by, and provided to, the Company prior to the date of the Offer Letter.

Ownership of Equipment and the Works

84. The Equipment shall at all times remain the property of the Company and shall be installed in a position agreed by the Company. The Customer shall protect the Equipment from any damage or interference between delivery to the site and completion of the Works and shall indemnify the Company for any loss or damage to the Equipment during such period.
85. On completion of the Company Works and, on completion of any Contestable Connection Works undertaken by the Customer (the Customer both satisfactorily completing any Contestable Connection Works and an Adoption Agreement with the Company covering the Contestable Connection Works), the whole of the Works (including the Equipment) shall become the property of the Company who may use it as it determines in its distribution system. The issue of an Adoption certificate shall transfer to the Company full title in the adopted works, following adoption the adopted works shall be owned operated and maintained by the Company and form part of its distribution system.
86. The Company shall be responsible for the final connection of the Works to its distribution system. The Customer shall not carry out the connection to the connection point, energise the connection point or allow another person except the Company to connect the Customer to the connection point. If the Customer or another person takes a supply of electricity through the connection point when it is not entitled to do so the Company reserves the right to de-energise the connection and the Customer must pay on demand the losses and reasonable costs the Company has suffered including the costs of de-energisation and re-energisation.

Termination

87. Either party may immediately terminate the Company's engagement under the Agreement by giving written notice to the other party if:
- the other party commits a material, persistent or repeated breach of its obligations under the Agreement which (in the case of a breach being capable of remedy) it fails to remedy within thirty (30) Days of receiving a written notice requiring it to do so; and/or
 - subject to section 233B of the Insolvency Act 1986 (as updated from time to time), the other party becomes subject to an insolvency process, including but not limited to bankruptcy, a resolution or order for its winding up or dissolution being made, the appointment of an administrator, receiver or liquidator over the business or a significant asset or part of the business of that party or making an application to court for protection from its creditors generally or that party being unable to pay its debts.
88. The Company may terminate its employment under the Agreement with immediate effect by written notice to the Customer if:
- the Customer fails to pay any amount which is due to be paid in accordance with the Agreement and such failure to pay is not remedied by the Customer within fifteen (15) Business Days of receipt of a written notice of such failure;
 - the Customer fails to meet any of its obligations under clause 9 (facilities), clause 10 (access) and/or clause 11 (site);
 - any of the rights to terminate under this Agreement, including in clauses 27, 28, 34, 44, 45, 50 and/or 81 apply;
 - the necessary Land Rights and consents and approvals required to undertake the Works have not been granted and/or transferred to the Company or are varied in any way so as to adversely affect (in the Company's reasonable opinion) the Company's ability to carry out the Works;
 - the Customer does not accept or disputes any variation required by the Company under the Agreement;
 - one (or more) of the statutory exceptions to the duty of the Company to connect set out in Section 17 of the Electricity Act 1989 applies;
 - milestone deadlines for steps to have been taken by the Customer have been included in the Offer and the Customer fails to meet one or more milestones as identified in the Offer;
 - a Force Majeure Event (hereinafter defined) under clause 110 continues for a period of or exceeding three (3) months; and/or
 - the Customer repeatedly fails to respond to a request from the Company for information within a reasonable period.
89. The Customer may terminate only following receipt of the Company's prior written consent as other parties may be affected, such consent not to be unreasonably withheld.

Consequences on Termination

90. If the Company terminates:
- before commitment or commencement of the Works and/or any associated tasks, the Company will return any sums paid to the Company by the Customer minus any Connection Offer Expenses and any administration costs. The Company will be entitled to seek reimbursement of such amounts from the Customer.
 - before completion of the Works but after commitment or commencement of any associated tasks, the Customer will be liable for any reasonable charges for the work done or committed and materials purchased and/or committed to be purchased prior to termination and any costs or expense incurred, including in relation to obtaining any wayleaves or consents or other such land rights. The Company will be entitled to issue and invoice and seek reimbursement of such amounts from the Customer or to deduct such amounts, together with the Connection Offer Expenses and any applicable administration costs from any sums paid to the Company.
91. In the event the Agreement is terminated (however that arises) the Customer shall remain liable and shall be obliged to pay to the Company:
- all costs, charges (including the Charges) and expenditure due for payment to the Company;
 - all costs, charges (including the Charges) and expenditure incurred and/or committed by the Company prior to the date of termination including Connection Offer Expenses, any applicable administrative costs, any abortive costs and in relation to any goods and materials ordered prior to the date of termination and paid for or committed to be paid for and costs caused by the termination;
 - all costs, charges and expenditure for any additional works the Company is required to undertake to render the existing works safe to the reasonable satisfaction of the Company;
 - in the event that the Agreement is terminated by the Company under clause 87 or 88 a), all costs, charges and expenses (including disbursements) incurred by the Company as a direct result of the termination; and
 - in the event that the Agreement is terminated the Company shall be entitled to recover any of its equipment from the Customer.
92. The Company shall be entitled to carry on and complete so much of the Company's Works as it considers necessary to render the same stable and safe or to comply with any land right and to ensure that its distribution system will not operate less effectively than before the commencement of the Works and the cost properly incurred by the Company in doing so shall be borne by the Customer, except where termination is as a result of the Company's material breach.
93. Following termination, the Company will be entitled to seek reimbursement of such amounts from the Customer or to deduct such amounts from any sums paid to or payable by the Company.
94. The Parties shall take all reasonable steps to mitigate any such costs, charges and expenditure as a result of the termination of this Agreement.
95. Termination of the Company's engagement under the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

Notices

96. Any notice required to be given under this Agreement may be delivered:

- a) electronically: (1) for notices to the Customer to the email address stated in the Customer's application; and (2) for notices to the Company to the email address stated in the Offer (or such other email address notified in accordance with this clause 96);
- b) personally, or sent by first class post or courier, to the other party at the address stated at the top of the Offer Letter or such other address as may be notified in accordance with this clause 96 from time to time.

97. Any notice so sent shall be deemed to have been given: (i) if sent by personal delivery or courier, upon delivery at the address of the relevant party; (ii) if sent electronically, at the time of transmission of the email; and (iii) if sent by post, two Business Days after posting.

Intellectual Property

98. All intellectual property rights (including copyright) in the designs, specifications models, plans, reports notes, calculations and any other material created and/or provided by a party under or in connection with this Agreement shall belong to the party who provided and/or created it.

99. Each party grants to the other under this clause 99 a non-exclusive, irrevocable, royalty free licence to copy and make use of these designs, specifications models, plans, reports notes, calculations and materials for the purposes of performing their obligations under this Agreement. This licence shall allow the parties to use the designs, specifications models, plans, reports notes, calculations and materials under this clause 99 only in connection with the Works or any extension to or amendment of the Works. The parties shall not be liable for use of the designs, specifications models, plans, reports notes, calculations and materials for any purpose other than that for which they were prepared and/or provided. Neither party shall be entitled to make copies of the designs, specifications models, plans, reports notes, calculations and materials without the other party's prior written consent.

Assignment / Assignment

100. The Company may assign the benefit of this Agreement without consent. This Agreement is personal to the Customer and the Customer may not, without the prior written consent of the Company assign, novate, transfer or charge this Agreement or any part of it.

Entire Agreement

101. This Agreement constitutes the entire agreement between the parties and supersedes and replaces any and all previous agreements, representations, understandings, or arrangements between the parties whether oral or in writing relating to its subject matter, including but not limited to any other terms or conditions stipulated by or requested by the Customer. The Customer acknowledges and confirms that it does not enter into the Agreement in reliance on and shall have no remedies in respect of any previous agreements, statements, representations (including an oral representations), understandings, arrangements, assurances, warranties (whether made innocently or negligently), promises or undertakings relating to its subject matter that are not set out in the terms of this Agreement. Nothing in this clause 101 shall limit or exclude any liability for fraud.

102. To the extent that any provisions in these general terms and conditions forming part of the Agreement conflict with any other documents constituting the Agreement, the following order of precedence shall apply: (1) the Consumer Terms and Conditions (if applicable); (2) these terms and conditions; and (3) the Offer Letter.

Third Party Rights

103. Except as expressly provided in (assignment/ assignment) clause 100, a person who is not a party to this Agreement shall not have any rights under the Contracts (rights of Third Parties) Act 1999 or the Contract (Third Party Rights) (Scotland) Act 2017 (as applicable) to enforce any term of this Agreement.

Confidentiality

104. All data and information obtained by a party from or on behalf of the other party under or in connection with this Agreement which would ordinarily and reasonably be treated by a party as confidential and/or which is marked as confidential shall be kept confidential and not disclosed by the receiving party to any third party except as permitted under clause 105.

105. The receiving party may disclose the other party's confidential information:

- a) where such disclosure is necessary for the purposes of carrying out its obligations under or in connection with the Agreement;
- b) as may be required by law (including to a court of competent jurisdiction) or any governmental or regulatory authority (including Ofgem);
- c) where any such information is in the public domain other than as a result of breach of the Agreement;
- d) where the receiving party is the Company, to any of its Affiliates provided that the Affiliate accepts confidentiality provisions no less onerous than the confidentiality provisions set out under clauses 104 to 106, inclusive;
- e) to enable efficient electricity network management in line with Ofgem's Data Best Practice Guidance; and/or
- f) with the other party's prior written consent.

106. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under the Agreement.

Data Protection

107. Each Party shall, at its own expense, ensure that it complies with all applicable data protection law.

108. The Company shall use, and process information provided to it by the Customer in accordance with the Company's Privacy Policy, which can be found on the Company's website at www.ssen.co.uk/privacy-notice/.

Force Majeure

109. Neither party shall be liable for any delay in performing or for failure to perform its obligations under this Agreement if the delay or failure results from any cause or circumstance beyond its reasonable control, including any breach or non-performance of this Agreement by the other party (**Force Majeure Event**) provided that the delay or failure to perform is not caused by the fault or negligence of the affected party.

110. If a Force Majeure Event occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Force Majeure Event, but if such Force Majeure Event continues for a period of or exceeding three (3) months, either party may terminate this agreement immediately by written notice to the other party.

111. Each party shall use its reasonable endeavours to minimise and mitigate the effects of any Force Majeure Event.

Waiver and Survival

112. Failure by any party to enforce or exercise any term of this Agreement at any time or for any period does not constitute, and shall not be construed as, a waiver of such term and shall not affect any future right to enforce such term or any other term in this Agreement.

113. Provisions of this Agreement which are either expressed to survive its termination or, from their nature or context, are intended to survive such termination shall remain in full force and effect notwithstanding termination.

Dispute Resolution

114. The parties shall use their reasonable endeavours to resolve any dispute or difference between them through negotiation or mediation, subject to either party's right to adjudicate at any time where the Housing, Construction Grants, Construction and Regeneration Act 1996 (as amended) (the "Construction Act") applies to this Agreement.

115. Where the Construction Act applies either party may refer a dispute arising under this Agreement to adjudication at any time under Part 1 of The Scheme for Construction Contracts (England and Wales) Regulations 1998 or The Scheme for Construction Contracts (Scotland) Regulations 1998 (SI 1998/687) (as applicable), which Part shall take effect as if it was incorporated into this paragraph.

116. The adjudicator shall be appointed by Chartered Institute of Arbitrators (CI Arb) unless otherwise agreed between the parties.

117. The Customer may refer a relevant dispute under this Offer and Agreement to Ofgem within 1 year of connection in accordance with section 23 of the Act.

118. Nothing in clauses 114 to 117 inclusive shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or interdict or such other provisional, equitable or emergency judicial relief as it considers necessary to avoid irreparable damage.

Severance

119. The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement shall not adversely affect the validity or enforceability of the remaining terms and rights.

Jurisdiction

120. Without prejudice to the rights of the Parties under Section 23 of the Act and subject to clauses 114 to 118 inclusive each party irrevocably agrees that:

- a) where the Premises are situated in England and/
- b) or Wales, the courts of England and Wales; or
- c) where the Premises (including part thereof) are situated in Scotland, the Scottish courts,

shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Governing law

121. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the law of England and Wales (where the Premises are situated in England and/or Wales) or in accordance with Scots law (where the Premises (including part thereof) are situated in Scotland).

Supplementary Consumer Terms and Conditions

1. Application of these Terms and Conditions

1A) These Supplementary Consumer Terms and Conditions apply to where the Company's Offer is issued to a consumer. A consumer is an individual who applies for a connection from the Company for personal use.

1B) If you are a consumer these Supplementary Consumer Terms and Conditions shall be incorporated into the terms of the Offer and these Supplementary Consumer Terms and Conditions shall take priority over any inconsistent terms in the Offer or the Company's standard terms and conditions.

2. Rights to Cancel

2A) You have the right to cancel your Agreement with us without giving any reason within 14 days of us receiving your acceptance. This right of cancellation will last for 14 calendar days from the day we receive your acceptance. This right is in addition to any other right to cancel that you have under our standard terms and conditions.

2B) You also have the right to cancel your Agreement with us without giving any reason after 14 calendar days of us receiving your acceptance but within 25 calendar days of us receiving your acceptance. This right of cancellation will expire 25 calendar days from the day we receive your acceptance. This right is in addition to any other right to cancel that you have under our standard terms and conditions.

If you decide to use either of these rights to cancel, you must inform us of your decision to cancel the Agreement by a giving us clear notice in writing (for example a signed letter sent by post or e-mail) within the period allowed for cancellation. You may use the attached cancellation form, but it is not obligatory.

3. Effect of Cancellation

3A) If you cancel the Agreement in accordance with paragraph 2A above, we will refund to you all payments received from you.

3B) If you cancel the Agreement in accordance with paragraph 2B above, you may have to pay a reduced Connection Offer Expense. If you have already paid the Connection Offer Expense, we will refund the overpayment to you.

3C) We will make these refunds without unnecessary delay. We will make any refund in accordance with our payment policy; you should not incur any fees as a result of the refund. (Any reimbursement will be subject to any payment restrictions guidance issued by OFSI.)

3D) If you requested that we start the Company Works during the cancellation period, you shall pay us for any work we carried out before you cancelled of the Agreement.

CANCELLATION FORM

Only fill in and return this form if you want to withdraw from the contract.

To: Connections and Engineering
Walton Park
Walton Road
Cosham
PO6 1UJ
connections@ssen.co.uk

I/We [*] want to cancel my/our [*] Agreement for the connection at [**]: (Add details of the premises to be connected)

Job reference:

Date you accepted the Offer:

Your name:

Your address:

Your signature:

Date:

[*] Delete as appropriate.

[**] Populate as appropriate.

Detailed Cost Breakdown

Please note that due to rounding within the calculation of the Breakdown of Charges which forms part of this Offer, the total shown below may differ slightly from the "Total charge to applicant" amount in the Offer Letter. For the avoidance of doubt the "Total charge to applicant" figure in the Offer Letter reflects our detailed forecast and calculations and is the accurate figure. It is the amount we need to receive before we can schedule works.

This does not form part of our Offer and is not legally binding.

Job Details

Job Reference
Version



Estimate Summary List

Section Qty.	Contestable Works: Connection Description	Voltage	Cost(£)
100	Lay earth wire in trench or with other cables	LV	£411.70
200	Excess Length 1 Phase (North)	LV	£754.78
80	100A 1 Phase off Main (North)	LV	£26,556.97
12	Fit Earth caps (per mains cable length)	LV	£1,690.20
1157	D304 - Lay & Blind Only	LV	£11,908.34
5	Collect, Deliver and return cable drum to base on trailer	LV	£516.80
335	300mm 3 core Wavecon	LV	£12,929.87
822	185mm 3 core Wavecon	LV	£26,457.91
100	LV earth 70mm Cu	LV	£564.52
2	Straight Joint	LV	£378.89
5	Switch Term	LV	£744.64
10	LV Pot End	LV	£809.20
5	Breeches Joint	LV	£1,228.93
1000	Traffic Management (£)	HV	£1,559.46
2	Fit Earth cap (per mains cable length)	HV	£281.70
208	D306 - Lay & Blind Only	HV	£3,042.57
12	D1085 - Road Crossing	HV	£4,216.34
60	D1065 - Road - Dual	HV	£18,557.26
20	D1051 - Unmade	HV	£900.12
2	Collect, Deliver and return cable drum to base on trailer	HV	£206.72
380	150mm XLPE	HV	£9,380.77
2	Pole Termination (inc o/h) without HV Jumper	HV	£1,387.73
1	GRP Housing (for 1500 kVA transformer)	11kV Plant	£6,534.32
1	Lorry hire to bring SS to site	11kV Plant	£389.86
1	Substation Earthing	11kV Plant	£730.56
1	1600A 5 Way	11kV Plant	£4,395.29
1	800 kVA Unit	11kV Plant	£29,973.12
1	RMU T/M	11kV Plant	£6,187.44
1	Assemble Unit S/S	11kV Plant	£623.78
1	Wayleaves 3rd party negotiation/ planning etc requirements	Wayleaves	£458.42
1	Wayleave(s)/easement(s) only on a residential site fm Dev	Wayleaves	£794.59
1	Wayleave(s)/easement(s) from third party owner(s)	Wayleaves	£794.59
1	Residential development s/station site from developer	Wayleaves	£794.59
1	Connection Offer Expenses HV Demand >250 Contestable	Assessment & Design	£430.91
Total (£)			£176,592.90

Section Qty.	Contestable Works: Diversion Description	Voltage	Cost(£)
7	Supply & Install Cable Marker post	EHV	£791.70
6	33kV Road Crossing, lay ducts, cable, permanent reinstate/m	EHV	£2,665.73
1	33kV Cable Survey (pre-contract) Contractor/km	EHV	£2,113.80
55	33kV Agricultural Excavation, lay & permanent reinstate/m	EHV	£3,378.81
238	33kV 3 x 1c cables, lay & blind in prepared trench/m	EHV	£10,963.91
1	33 kV straight joint (95-630mm poly-poly) 3 ph	EHV	£626.06
320	33 kV 3 x 1c 300mm Al XLPE Cable /m	EHV	£14,706.44
2	33kV cable drum delivery	33kv	£620.38
3	33kV earth caps	33kv	£1,267.58
Total (£)			£37,134.41

Section Qty.	Non-Contestable Works: Final Connection Description	Voltage	Cost(£)
2	Erect & Connect pre-jointed 11kV cable termination	HV	£1,500.00
1	Connection Offer Expenses HV Demand >250 Non-Contestable	HVPOC	£1,342.00
1	Digger Hire	11kV Light	£750.00
1	Lorry Hire	11kV Light	£375.00
1	Dismantle Span	11kV Light	£136.55
2	Stay	11kV Light	£630.09
1	Terminal Pole	11kV Light	£1,153.92
1	Suite of POS Padlocks	11kV Plant	£1,170.20
1	Shutdown Charge (8 hrs)	11kV Plant	£677.63
2	D2/2 Padlocks	11kV Plant	£169.50
1	Design Approval GEN/DEM EHV/132	EHV	£1,575.00
1	EHV network @ level 3	EHV	£315.00
2	Erect & Connect pre-jointed 33kV cable termination	EHV	£2,250.00
1	Dismantle H-Pole	33kV Light	£530.36
1	Digger Hire	33kV Light	£750.00
1	Lorry Hire	33kV Light	£375.00
3	Dismantle EHV Span (2.24Hours)	33kV Light	£341.01
1	Dismantle ABSD	33kV Light	£201.17
4	Stay	33kV Light	£1,296.30
2	H Stout Terminal Pole	33kV Light	£6,443.65
4	Dismantle Pole	33kV Light	£1,165.56
1	Stout Section Pole	33kV Light	£1,814.16
1	Shutdown Charge (8 hrs)	33kv	£677.63
1	33kV A/B Isol	33kv	£3,274.12
1	Final legal paperwork for Wayleaves/Legals	Wayleaves	£450.00
Total (£)			£29,363.85

Section	Non-Contestable Works: Other	
Description	Cost (£)	
Other Cost - Rebate		£0.00
Other Cost - 2nd Comer		£0.00
Other Cost - O & M		£0.00
Other Cost - High Cost O & M		£0.00
	Total (£)	£0.00
	DNO Costs (£)	£0.00
	Customer Costs (£)	£243,091.20
Totals		Cost(£)
Contestable Total		£213,727.30
Non-Contestable Total		£29,363.85

For an explanation of the technical terms or abbreviations used in the above cost breakdown please visit our website at www.ssen.co.uk.