

Southern Electric Power
Distribution plc
Connections And Engineering
Walton Park
Walton Road
Cosham
PO6 1UJ



10 May 2023



# Pat Bear Close Redbridge Southampton SO15 0NS

Thank you for your recent enquiry. We are pleased to provide you with an Offer on behalf of Southern Electric Power Distribution plc, for unmetered connection services. 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 <a href="https://www.ssen.co.uk/our-services/land-rights/">www.ssen.co.uk/our-services/land-rights/</a>.



13,172.29

This Offer for Contestable 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.

You can see a Breakdown of Charges included in our Offer on the next page. 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.





- 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 for all works on and off the land in your or your clients' ownership. Please note you must comply with the requirements for any works in the public highway as detailed in the enclosed Information Pack.

#### How long will it take?

It typically takes us **10 weeks** to complete a connection offer of this type, from the date acceptance is received. This date relates only to the Distribution Works required to provide the Connection, where applicable, and does not account for any Transmission Works that may be required.

This timescale 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.

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 <a href="https://www.ssen.co.uk/about-ssen/library/charging-statements-and-information/">www.ssen.co.uk/about-ssen/library/charging-statements-and-information/</a>. 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 <a href="https://www.ssen.co.uk">www.ssen.co.uk</a> for further information.

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: Southampton City Council Southampton City Council Payer: Southampton City Council

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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: <a href="https://www.ssen.co.uk/our-services/new-supplies/contracted-parties">www.ssen.co.uk/our-services/new-supplies/contracted-parties</a>

Yours faithfully,

Connections Quoter





#### **Glossary of Defined Terms**

"Statement of

**Charges for** 

Methodology and

"Connections 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 the licensee or

by an ICP or an IDNO.

"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 Network Operators (IDNOs)

located within the areas covered by the DNOs.

"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 a electricity distributor to distribute electricity. 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

**Connection**" the provision of a connection.





#### 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



Southern 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 the
entirety of these works are they
are fully contestable. Please refer
to <a href="https://www.lrqa.com/en-gb/utilities/ners/search/">https://www.lrqa.com/en-gb/utilities/ners/search/</a> 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.

# Your All Works Offer explained

# **Breakdown of Charges**

## **Description of connection charges**

LV	£10,976.91
Total connection charges	£10,976.91
All works totals	
Net total at standard rate VAT	£10,976.91
Net total at low rate VAT	£0.00
Net total at zero rate VAT	£0.00
VAT at standard rate (20%)	£2,195.38
VAT at low rate (5%)	£0.00
Total charge to applicant	£13,172.29

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





# Alternative Offer to provide Contestable Works for unmetered connection services

All the works included in the above 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 <a href="https://www.lrqa.com/en-gb/utilities/ners/search/">https://www.lrqa.com/en-gb/utilities/ners/search/</a>, and may be able to provide you with alternative Offers for the entirety of the works.

#### Non-contestable Works totals

Net total at standard rate VAT	£0.03
Net total at low rate VAT	£0.00
Net total at zero rate VAT	£0.03
VAT at standard rate (20%)	£0.00
VAT at low rate (5%)	£0.03
Total charge to applicant	£0.00





# **Additional Charges and Assumptions**

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.

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. 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.

#### Important notice: Traffic Management Act - Street Works Permit schemes

Local Authorities in England and Wales are likely to introduce a new Permit Scheme for street works that will include charges for providing the permits. It is not clear at this time which Local Authorities will introduce this scheme, when the scheme will be introduced, which streets will be affected or what the level of charges will be. These charges are not within Southern Electric Power Distribution plc's control.

This Offer excludes any charges that may be levied by the Local Authority in respect of these costs. It is important to note that any such charges which are relevant to this project will subsequently be passed on to you through a separate invoice. In addition to the actual charges from the Local Authority, we will charge £25.00 + VAT to cover our administrative costs. Acceptance of this Offer means that you also accept these additional charges.

You may wish to seek clarification on how these charges may affect you from the relevant Local Authority.

#### Land Rights (including wayleaves), Planning and Other Consents

Ducting for cables within third party's land is 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 Southern Electric Power Distribution plc'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

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- 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 Southern Electric Power Distribution plc.





#### 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.







Electricity Networks	080
Electricity Networks	Centra 080
ob reference:	

Jo Offer for Unmetered Connection at Please indicate your acceptance of this: Contestable Works Offer 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

# **Phone Payment Reference:**

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 Southern 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: Southern Electric Power Distribution plc

Bank: **NatWest** Sort code: 60-17-21 **Account number:** 89542592

**IBAN** code: GB17 NWBK 601721 89542592

Swift No (BIC): **NWBK GB 2L** 64581 10616 VAT registration number: 553 7696 03

Amount Paid:	£
- d of maximo out.	

Choose you	ır method of ı	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 al address:	
lf you wish	to accept this Offer, please date and sign the acceptance at the end of this acceptance form.
	ce we have received your payment in cleared funds, we will issue a receipt to you at the address a have notified to us or to such alternative address as you advise us prior to issue of the receipt.
ob	we receive your payment without this completed acceptance form, we shall be entitled but not iged to treat your payment as acceptance of our Offer. Where the quotation value is greater than 00,000 (including VAT) we do require the completed acceptance form.
as	you cancel the works referred to in this Offer before commitment or commencement of any sociated tasks, we will return any sums paid to us minus administration costs. If you entered into a ntract with us as a consumer the terms of our Supplementary Consumer Terms and Conditions will ply in respect of your cancellation and refund rights.
co: co:	rou cancel the works before completion, we will deduct any costs incurred which will include the sts of any site visits conducted, drawings and plans produced for your works and administration sts incurred prior to receipt of your cancellation notice. If you entered into a contract with us as a ansumer the terms of our Supplementary Consumer Terms and Conditions will apply in respect of ur cancellation and refund rights.
Suppleme are entitled any payme this 14 day	accepting this Offer as a consumer our Standard Terms and Conditions are varied by the enclosed of tary Consumer Terms and Conditions. Please note that your rights as a consumer mean that you do to cancel the contract within 14 days following your acceptance of our Offer and we must refund ent you have made to us in respect of the works. We are not allowed to commence the works during a period, unless you consent to this. If you want us to undertake the works at the earliest possible there possible to start during the 14 day cancellation period, please confirm by marking an "X" in the
□ I d	confirm that I consent to the provision of the works during the 14 day cancellation period and that I the enclosed Supplementary Consumer Terms and Conditions.
	e that it may not be possible for us to commence the works during the 14 day cancellation period onsent does not mean that we are under any obligation to do so.
I confirm tl Offer.	nat I have read, understood and accept the terms and conditions set out in and accompanying this
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







# 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 <a href="https://www.ssen.co.uk/about-ssen/performance-standards/">www.ssen.co.uk/about-ssen/performance-standards/</a>.

Please visit the Gov.uk website at <a href="http://www.legislation.gov.uk/uksi/2015/698/made">http://www.legislation.gov.uk/uksi/2015/698/made</a> 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 <a href="http://www.ofgem.gov.uk/publications-and-updates/distributed-generation-standards-direction-guidance-document">http://www.ofgem.gov.uk/publications-and-updates/distributed-generation-standards-direction-guidance-document</a>.

#### Your connection details

This details what size (capacity) and voltage your connection(s) will be. It includes information about your Unmetered Connection Agreement (if required), and advice on appointing a supplier, 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 Southern Electric Power Distribution plc'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 Southern Electric Power Distribution plc.

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 072 7282 (Central southern England) 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 <a href="https://www.linesearchbeforeudig.co.uk/">https://www.linesearchbeforeudig.co.uk/</a>.

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





#### Your connection details

#### **Earthing**

The electrical installation must comply with statutory requirements. Protection against earth leakage currents is at all times the responsibility of the customer. We are unable to provide an earthing terminal and it will be necessary for you to make your own arrangements for protection against earth leakage currents. The usual and preferred method would be the adoption of an earth electrode and a suitable residual current device (RCD) – TT system.

#### **Service Intake and Street Furniture Location**

The service cable to the unmetered supply will be installed in 32mm internal diameter **black** PVC service ducting. Please lay the service ducting with a minimum cover of 450mm, on the routes shown on our site plan, terminating inside, and ensuring 'easy bends' along the route. You must provide a draw wire or rope in each service duct, and you will be responsible for clearing any service ducts that are 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 <a href="https://www.ssen.co.uk/our-services/tools-and-maps/g81/">www.ssen.co.uk/our-services/tools-and-maps/g81/</a>.

#### **Unmetered Connection Agreement**

This Offer is for unmetered connection services. This is subject to you, or the unmetered asset owner who is to adopt the asset, holding an Unmetered Connection Agreement with Southern Electric Power Distribution plc. It is imperative that this agreement is fully completed, inclusive of number of units, their charge code and switch regime. We are unable to complete new connections until we have received this document and are satisfied that it has been fully completed.

Before we can provide you with an unmetered supply of electricity, you must appoint an Electricity Supplier and arrange a Supply Contract. Once you have chosen your preferred Supplier you will need to contact them to register the MPAN associated with the supply(ies). We suggest you do this as soon as possible to avoid any delays.

We are unable to give advice on a choice of Supplier. A quick internet search for lists of Energy Suppliers will provide you with an array of different electricity suppliers to choose from. Suggested sources of information can be found at: <a href="https://www.ofgem.gov.uk/information-consumers">www.ofgem.gov.uk/information-consumers</a>.

For further consumers' information on your energy supply, follow the links to Citizens Advice by clicking <u>here</u> for England, or <u>here</u> for Wales, or <u>here</u> for Scotland.

The service termination(s) of the unmetered connection(s) will be at the position(s) shown on the enclosed plan.





# 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.

Southern Electric Power Distribution plc Reference:

Site address:



Offer date: 10 May 2023

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

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.

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





# Removal of Southern Electric Power Distribution plc'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.



The Company's Standard Terms and Conditions

Definitions

The "Company"

The "Adoption Agreement":

The "Agreement" The "Agreement Date":

The "Company's Requirements":

The "Connection Agreement":

"Consumer"

"Consumer Terms and Conditions": The "Contestable Connection Works' The "Cost Apportionment Contribution":

The "Customer" The "Equipment" The "Land Rights":

The "Land Rights Criteria":

The "Offer"

The "Quotation": The "Information Pack":

The "Offer Letter":

The "Website"

The "Works"

"Second Comer Charge":

Shall mean either Scottish Hydro Electric Power Distribution plc or Southern Electric Power Distribution plc as specified in the Offer Letter;

The agreement between the Customer and the Company for adoption of any Contestable Connection Works undertaken by the Customer;

The agreement constituted by the Offer and the Customer's acceptance and any permitted variation from time to time; The date of the Customer's acceptance of the Offer;

The Company's technical requirements as set out on the Website and the Offer;

The agreement between the Company and the Customer relating to the connection of the Customer's premises;

Means an individual acting for purposes which are wholly or mainly outside the individual's trade, business, craft or Means the Supplementary Consumer Terms and Conditions attached to these Standard Terms and Conditions;

The part of the Works that the Customer may elect to undertake or appoint an appropriate third party to undertake; A financial contribution made with respect to the costs of connection from the Company in favour of the Customer;

The person, firm or company whose name and address is shown in the Offer Letter;
The equipment, plant and/ or apparatus the Company will supply as detailed in the Offer Letter;
Means rights in, under or over land for the construction, installation, operation, repair, maintenance, renewal or use of the

Contestable Connection Works and/or the Works;
The criteria as set out on the Website providing the Company's requirements for Land Rights;
These standard terms and conditions and the Offer Letter;

The letter and attached pages sent to the Customer by the Company setting out details of the Works, the Quotation and

other matters relating to the connection;

The Quotation for the Works as set out in the Offer Letter;

The customer site requirements document supplied with the Offer;
The website at <a href="https://www.ssen.co.uk">www.ssen.co.uk</a> or at such other domain name as the Company may use from time to time;

The works that the Company will carry out as detailed in the Offer; and

Means any amounts payable by the Customer pursuant to The Electricity (Connection Charges) Regulations 2002 or Electricity (Connection Charges) Regulations 2017 as applicable.

- The Offer remains open for acceptance in writing for 90 days from the date of issue, unless notified by the Company in writing to the contrary. The Company reserves the right to amend or withdraw the Offer at any time prior to the Customer accepting it.
- If the Customer has entered into the contract as a Consumer, the 2. Consumer Terms and Conditions shall be incorporated into these terms and conditions and to the extent of any inconsistency, the terms of the Consumer Terms and Conditions shall prevail.
- The Customer will provide the Company with the facilities reasonably necessary to enable it to complete the Works in the most economical manner. In default the Customer shall pay the Company such reasonable additional costs that may result.
- Where any changes to the Works are required other than as a result of the Company's negligence the Company shall submit written details of the additional cost to the Customer who shall be entitled to terminate the contract upon giving the Company written notice within 5 working days of the date of submission of such details. In the event of termination, the Customer shall pay the Company's reasonable charges for the work done or committed and materials purchased prior thereto and reimburse any costs or expense incurred or committed by the Company in obtaining any wayleaves and consents. In accordance with the Land Rights Criteria, the Customer will (i)
- grant (at no cost to the Company, or for a nominal sum of £1) any Land Rights for cables, overhead lines, substations and all other apparatus to be installed over or within their property, (ii) provide and install ducts for on-site road crossings and for service cable entry and (iii) agree service terminations in a position acceptable to the Company and provide and install service tubes from the back of the footpath to the premises to which the connection is required terminating where possible in an external meter reading cabinet.
- The Customer will meet (i) their own agent's legal and other fees and 6 expenses, (ii) the legal and other fees and expenses of the Company, and (iii) the legal and other expenses of any consenter or other third party in connection with the grant of the Land Rights.
- The Company reserves the rights not to install the Works on contaminated land. Where contamination is found by or becomes known to the Company, additional charges may be rendered to the Customer in accordance with Condition 4.
- The Customer will, at no cost to the Company and to a satisfactory standard reasonably specified by the Company, be responsible for carrying out all on site cable trenching for services, LV and HV mains cable, other than within substation sites and for backfilling and trench reinstatement once the Company has laid and covered the aforesaid
- The Customer will be responsible for all building costs associated with 9. the supply intake and any meter cabinets.
- The Customer will provide service termination facilities, in a position acceptable to the Company.
- The Company shall be entitled to terminate the contract constituted by your acceptance of the Agreement by written notice to you, at any time following the expiry of the period specified in the Quotation, if the works referred to in the Quotation have not commenced or did

- commence but subsequently ceased and such delay in commencing or completing the works is not attributable to the act or omission of the Company. If the Company terminates before commitment or commencement of the works referred to in the Quotation and/or any associated tasks, the Company will return any sums paid to us minus administration costs. If the Company terminates before completion of the works referred to in the Quotation 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 prior to termination and any costs or expense incurred in relation to obtaining any wayleaves or consents or other such land rights. The Company will be entitled to deduct such amounts, together with administration costs from any sums paid to
- The Offer is subject to the Company obtaining all required Land Rights and statutory consents for carrying out the Works. Unless otherwise stated the Offer assumes that all plant and equipment will be placed in the adopted public highway or land owned or controlled by the Customer who will provide all Land Rights in accordance with Condition 5. The Customer will pay the full cost of obtaining any Land Rights required from third parties (including settlement of all properly reimbursed claims thereunder) in addition to the charges identified in the Quotation provided that where these have a significant impact on the overall cost the Customer shall be entitled to terminate the contract upon written notice to the Company. In the event of termination, the Customer shall pay the Company's reasonable charges for the work done or committed and materials purchased prior thereto and reimburse any costs or expense incurred or committed by the Company in obtaining any Land Rights.
  It is assumed that the Company will carry out all Works during normal
- working hours. There will be an additional charge for any overtime working at the Customer's request.
- The Quotation is based on material and labour costs prevailing at the date of the Offer Letter. The Company shall have the right to vary the Quotation in accordance with any variations in the material or labour costs subsequent to the date of the Offer Letter (unless otherwise stated in the Offer Letter) upon submitting written details of the additional cost to the Customer who shall be entitled to terminate the contract upon giving the Company written notice within 5 working days of the date of submission of such details. In the event of termination, the Customer shall pay the Company's reasonable charges for the work done or committed and materials purchased prior thereto and reimburse any costs or expense incurred or committed by the Company in obtaining any Land Rights.
  Unless otherwise agreed the Company requires full payment of the
- amount due on acceptance 30 days prior to commencement of the Works. All other arrangements will be subject to status.
- The Company may submit progress invoices to the Customer, in respect of the amount of labour expended and materials delivered to site and the Company's stores up to the date of the progress invoice.
- Adjustments will be made to the rates of VAT to those applicable at the date of invoice or payment, whichever is the earlier.





The Company's Standard Terms and Conditions

Definitions

The "Agreement"

"Consumer"

The "Customer" The "Equipment" The "Land Rights":

The "Offer"

The "Agreement Date": The "Company's Requirements":

The "Connection Agreement":

The "Land Rights Criteria":

"Consumer Terms and Conditions":

The "Contestable Connection Works'

The "Cost Apportionment Contribution":

The "Company" Shall mean either Scottish Hydro Electric Power Distribution plc or Southern Electric Power Distribution plc as specified in the Offer Letter;

The "Adoption Agreement": The agreement between the Customer and the Company for adoption of any Contestable Connection Works undertaken by the Customer:

The agreement constituted by the Offer and the Customer's acceptance and any permitted variation from time to time; The date of the Customer's acceptance of the Offer;

The Company's technical requirements as set out on the Website and the Offer;

The agreement between the Company and the Customer relating to the connection of the Customer's premises;

Means an individual acting for purposes which are wholly or mainly outside the individual's trade, business, craft or

Means the Supplementary Consumer Terms and Conditions attached to these Standard Terms and Conditions; The part of the Works that the Customer may elect to undertake or appoint an appropriate third party to undertake: A financial contribution made with respect to the costs of connection from the Company in favour of the Customer;

The person, firm or company whose name and address is shown in the Offer Letter;
The equipment, plant and/ or apparatus the Company will supply as detailed in the Offer Letter;
Means rights in, under or over land for the construction, installation, operation, repair, maintenance, renewal or use of the

Contestable Connection Works and/or the Works;
The criteria as set out on the Website providing the Company's requirements for Land Rights;
These standard terms and conditions and the Offer Letter;

The "Offer Letter": The letter and attached pages sent to the Customer by the Company setting out details of the Works, the Quotation and

other matters relating to the connection;

The "Quotation": The "Information Pack": The Quotation for the Works as set out in the Offer Letter;

The customer site requirements document supplied with the Offer;
The website at <a href="https://www.ssen.co.uk">www.ssen.co.uk</a> or at such other domain name as the Company may use from time to time; The "Website"

The "Works" The works that the Company will carry out as detailed in the Offer; and

"Second Comer Charge": Means any amounts payable by the Customer pursuant to The Electricity (Connection Charges) Regulations 2002 or

Electricity (Connection Charges) Regulations 2017 as applicable.

- 18. The Company will issue a further invoice to the Customer on completion of the electrical works in respect of the Second Comer Charge
- 19. The Customer must settle invoices within 30 days of the date of the invoice.
- If any amount remains unpaid after the due date, the Company shall 20. (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 due date to the date of payment in full.
- The Company reserves the right to require that the Customer provides security for any payment which may become due pursuant to this Offer and/or section 19 of the Electricity Act 1989. The Company may automatically apply any such security in cash against any such sums as they become due.
- Unless otherwise agreed in writing by the Company time is not of the 22 essence in relation to the Company's Works.
- 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, business, savings, (anticipated or otherwise) or any other form of economic loss (whether or not occurring in connection with physical damage) provided that this Condition 20 shall not exclude or restrict the liability of the Company for death or personal injury or any other liability which cannot be limited or excluded by applicable law.
- The Company's liability under or in connection with this Agreement shall be limited to £1 million in the aggregate. This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort or delict (including negligence) or arising by breach of statutory duty provided that this Condition 21 shall not exclude or restrict the liability of the Company for death or personal injury or any other liability which cannot be limited or excluded by applicable law.
- The Customer acknowledges and confirms that it does not enter into the Agreement in reliance on any oral representation, warranty or undertaking not fully reflected in the terms of the Agreement and that no amendment, modification or substitution to the Agreement shall be effective unless executed in writing by both parties.
- The Equipment shall at all times remain the property of the Company. On completion of the Works and, with respect to 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, Equipment and the aforesaid Contestable Connection Works shall become the property of 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. The Company shall be responsible for the final connection of the Works to its distribution system.

- The Quotation is net of any Cost Apportionment Contribution due to the Customer and no further contributions or allowances are applicable. The value of the 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. The value of Cost Apportionment Contribution made in favour of the Customer by the Company will be indicated in the attached 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 upon demand. 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 Connection. In such event, the Customer shall be liable to pay to the Company a proportion (to be determined by the Company) of the Cost Apportionment Contribution.
- It is a condition of the Offer that the Customer or the end customer who will be responsible for the associated charges shall (where applicable) enter into a Connection Agreement with the Company prior to energisation of the Connection.
- The Customer will carry out the site work specified in the Information Pack (Site Requirements Schedule document).

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#### **Supplementary Consumer Terms and Conditions**

#### 1. Application of these Terms and Conditions

These Supplementary Consumer Terms and Conditions apply to an Offer issued by Southern Electric Power Distribution plc to a consumer. Where applicable these Supplementary Consumer Terms and Conditions shall be incorporated into the terms of the Offer and where inconsistent with any term of the Offer, these Supplementary Consumer Terms and Conditions shall prevail.

#### 2. Right to Cancel

You have the right to cancel your contract with us within 14 days of us receiving your acceptance without giving any reason. The cancellation period will expire after 14 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.

To exercise the right to cancel, you must inform us [Connections and Engineering, Walton Park, Walton Road, Cosham, PO6 1UJ, <a href="mailto:connections@ssen.co.uk">connections@ssen.co.uk</a>] of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

## 3. Effect of Cancellation

If you cancel the contract in accordance with paragraph 2 above, we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the contract.

We will make the reimbursement using the same means of payment as you used for payment, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested that we begin the performance of works during the cancellation period, you shall pay us an amount which is in proportion to what has been performed prior to your cancellation of the contract, in comparison with the full works provided for in the contract.



Connections And Engineering



#### MODEL CANCELLATION FORM

To:

(Complete and return this form only if you wish to withdraw from the contract)

Walton Park
Walton Road
Cosham
PO6 1UJ
connections@ssen.co.uk
I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [**],
Offer accepted on [**],
Name of customer(s),
Address of customer(s),
Signature of customer(s) (only if this form is notified on paper),
Date
[*] Delete as appropriate [**] Populate as appropriate



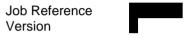


#### **Detailed Cost Breakdown**

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**



#### **Estimate Summary List**

Section Qty.	Contestable Works: Connection Description	Voltage	Cost(£)
90	185mm 3 core Wavecon	LV	£3,602.10
1	JT.01.02 - LV Mains Pot End	LV	£289.60
6	New UM Connection up to 3m no exc/rein	LV	£4,229.41
1	JT.01.01 - LV Mains Straight Joint	LV	£603.21
90	TR.05.04 - LV mains lay & blind - issue marker tape	Lay & Blind	£2,252.58
		Total (£)	£10,976.90

Section Non-Contestable Works: Other		0+(0)
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 (£)	£10,976.90
_Totals		Cost(£)
Contestable Total		£10,976.90
Non-Contestable Total		£0.00

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