

The Company's Standard Terms and Conditions – Minor Connections

Definitions

The "Act":	Shall mean the Electricity Act 1989.
The "Adoption Agreement":	The agreement between the Customer's Alternative Provider and the Company for adoption of any Contestable Connection Works undertaken by the Customer's Alternative Provider.
The "Agreement":	The agreement between the Company and the Customer constituted by the Company's Offer and the Customer's acceptance and any agreed variation from time to time.
"Alternative Provider":	Means a National Electricity Registration Scheme (NERS) accredited Independent Connection Provider (ICP) or an Independent Distribution Network Operator (IDNO).
The "Company":	Shall mean either Scottish Hydro Electric Power Distribution plc or Southern Electric Power Distribution plc 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.
"Consents":	Means statutory or other consents, permissions, licences and approvals required to carry out the Works.
The "Consumer":	Means an individual acting for purposes which are wholly or mainly outside the individual's trade, business, craft or profession.
The "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 "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 and/or its Alternative Provider will carry out, including where applicable the Contestable Connection Works.
The "Equipment":	The equipment, plant and/or apparatus the Company shall supply as detailed in the Offer Letter.
The "Land Rights":	Means rights in, under or over land for the construction, installation, connection, operation, repair, maintenance, renewal, supplementation, removal or use of the connection and Works.
The "Land Rights Requirements":	The document "Land Rights Requirements" relates to assets to be installed, adopted or diverted by Scottish Hydro Electric Power Distribution plc or Southern Electric Power Distribution plc and the associated "SSEN Guidance Note" as set out on the Website providing the Company's minimum requirements for Land Rights.
The "Non-Contestable Works":	Means the part of the Works that the Company must undertake, and which cannot be performed by an Alternative Provider.
The "Offer":	These standard terms and conditions and the Offer Letter, including where applicable the Consumer Terms and Conditions.
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.
"Ofgem":	Means the Office of Gas and Electricity Markets, being the government regulator for the electricity markets in Great Britain.
The "OFSI Consolidated List":	Means 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 and any access or cable routes.
The "Quotation":	The Quotation for the Works as set out in the Offer Letter.
The "Retail Price Index":	Means the retail price index published by the Office for National Statistics.
The "Second Comer Charge":	Means any amounts payable by the Customer pursuant to The Electricity (Connection Charges) Regulations (as amended from time to time).
The "Website":	The Company's website at www.ssen.co.uk or at such other domain name as the Company may use from time to time.
The "Works":	The works that the Company shall carry out as detailed in the Offer Letter, including the Company's Works and the Contestable Connection Works, including the assets constructed during those works such as electric lines and electrical plant.

Acceptance of the Offer

1. 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 may amend or withdraw the Offer at any time prior to the Customer accepting it.
2. Where a Customer accepts the Offer, the following terms shall apply:
 - a) these standard terms and conditions;
 - b) the terms set out in the Offer Letter; and
 - c) if the Customer has entered into the Agreement as a Consumer the Consumer Terms and Conditions.

If there is any inconsistency, the Consumer Terms and Conditions shall prevail.
3. A third party may accept the Offer and engage in communications regarding the Works on behalf of the Customer, provided that the third party has been appointed by the Customer to act on its behalf by a letter of authority which is acceptable to the Company. If the third party ceases to act for the Customer, the Customer shall immediately notify the Company of this.
4. The Customer acknowledges and agrees both that:
 - a) it has submitted to the Company all information it has in its possession regarding the site and the Customer's property which may impact the Company's Works and/or affect any of the terms of this Agreement; and
 - b) the Offer is based on the information provided by the Customer to the Company for the proposed connection.

If the Customer's information is incorrect and/or misleading, or the customer fails to provide information and this impacts on the Company's Works then the Company reserves the right to change the affected terms of this Agreement including, but not limited to the charges in the Quotation.
5. 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. If at any time the Customer's details are found on the OFSI Consolidated List, the Company shall follow the OFSI guidelines.
6. 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 Offer 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. More detail of the interactivity process can be found in the interactivity section of the Website: www.ssen.co.uk/Connections/InteractivityProcess/.

Customer's Obligations

7. The Customer shall carry out the Customer's obligations set out below at the Customer's own cost and expense. If the Customer fails to comply with the Customer's obligations the Customer shall be required to pay the Company any reasonable additional costs and expenses incurred by the Company as a result, including but not limited to the cost of any rescheduling and redesign. The Company shall not be obliged to commence, continue with or complete the Company's Works or to permit the Customer's connection until the Customer has complied with the Customer Obligations and the Company shall be entitled to such extension of time for the performance of its obligations as it shall reasonably require as a result.
8. The Customer shall provide the facilities necessary to enable the Company to complete the Works in the most economical manner.
9. The Customer shall provide the Company with such access to and within each part of the Premises as is required for the Works.
10. The Customer shall at its own cost and expense and to a satisfactory standard as reasonably specified by the Company provide, install and be responsible for all:
 - a) ducts and marker tape where required to enable the Company to pull cables through;
 - b) on site cable trenching, including excavation and backfilling and reinstatement once the Company has laid and covered the cabling;
 - c) service tubes from the back of the footpath to the Customer's property to which the connection is required terminating where possible in an external meter reading cabinet;
 - d) agreeing service terminations in a position acceptable to the Company and installation of external cabinet for Company's service termination facilities in a position acceptable to the Company;
 - e) providing suitable accessible access points, openings and housings, in each case in a position acceptable to the Company and in accordance with applicable law; and
 - f) LV mains cable.
11. The Customer shall be responsible for electricity metering and any associated communications facilities required for the connection. The Customer shall register its Meter Point Administration Number (MPAN) with its chosen electricity supplier and book an appointment with that supplier for the meter to be installed. The Customer shall enter into an agreement with a meter operator for the required metering. The Customer shall advise the Company which meter operator has been appointed, prior to energisation of the connection. The Customer is responsible for meeting all costs and expenses associated with the metering, the supply intake and any meter cabinets.
12. The Customer shall grant the Company a non-exclusive, irrevocable, royalty free licence to make use of and copy all information, analysis, designs and materials which the Customer shares but only for the purposes of enabling the Company to perform its obligations under this Agreement. Save for this all intellectual property rights shall remain with the party who provided and/or created them. 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, save as required by law or any regulatory requirement or to enable efficient electricity network management in line with Ofgem's Data Best Practice Guidance.



13. The Customer must at its own cost and expense give such assistance and information 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.
14. The Customer shall at its own cost and expense ensure that the area within which the Company is to undertake the Company's Works is safe, secure and free from obstruction and contamination. The Company shall have no responsibility for any adverse ground conditions or contamination which affect the Works. The Company shall have no responsibility for any adverse ground conditions which affect the Works. The Customer shall at its own cost comply with any reasonable requirements from the Company in relation to health, safety and environmental issues. The Company shall not be under any obligation to commence, continue or complete the Works and may stop the Works until it is reasonably satisfied that each part of the Premises and any Customer's Works are safe and will not cause interference to the Company's Works and/or distribution system.
15. The Customer shall ensure that any electrical work it carries out (or which is carried out on its behalf) is carried out by a qualified electrical contractor to the requirements of the current Institution of Engineering and Technology (IET) wiring regulations.
16. The Customer shall carry out any Customer and site work required for the connection specified in the Offer Letter promptly after acceptance of the Offer with reasonable skill and care and to a satisfactory standard as reasonably specified by the Company and in accordance with the Company's Requirements and applicable law. 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 and applicable law. The Company may inspect the Customer's property and works and test them to its satisfaction. Any costs incurred by the Company in rectifying issues affecting the Customer's property and/or Customer's Works shall be paid by the Customer to the Company. The Customer shall pay to the Company its reasonable costs incurred in relation to any repeat tests and abortive visits to the Customer's property. The Company is not responsible for the adequacy and safety of the property and works.
17. If Customer's Works or site works are required, the Customer must complete those works which are necessary before the Company commences, continues or completes its Works.

Land Rights

18. The Offer is subject to the Company obtaining all required Land Rights and Consents for carrying out the Works. The Company cannot and will not start its Works until all the necessary Land Rights and Consents are in place.
19. Where the Works will take place on land owned by the Customer or over which the Customer has legal rights, the Customer shall grant any Land Rights necessary for cables, overhead lines, substations and all other apparatus to be installed over, under or within their property at no cost to the Company, with full title guarantee, without conditions and free from encumbrances.
20. Unless otherwise stated the Offer assumes that all plant and equipment shall be placed in the adopted public highway or land owned or controlled by the Customer, if this is not the case the Company shall be entitled to vary this Agreement to include such extension of time for and additional charges as it shall reasonably require to obtain Land Rights from third parties.
21. In connection with the grant of the Land Rights the Customer shall meet its own costs and expenses and the full fees, costs and expenses of any professional advisor it uses, together with meeting the fees, costs and expenses of the Company and any fees, costs and expenses incurred by the Company's professional advisers and the fees, costs and expenses of any consenter or other third party and their professional advisors and any other applicable fees, costs and expenses. Provided that where these fees, costs and expenses have a significant impact on the overall cost the Customer shall be entitled to terminate this Agreement upon written notice to the Company.
22. The Company or its professional advisors may incur costs checking Land Rights being offered and working with the Customer or others to ensure the proposed Land Rights are obtained and are satisfactory. The Company or its professional advisors will invoice such costs to the Customer and the Customer shall pay those costs in full.
23. The Customer shall provide the Company with all such assistance as the Company may require obtaining any such Land Rights and statutory Consents.
24. If the Company is required to reschedule and/or redesign the Company's Works as a result of Land Rights and Consents not being in place, then the Customer shall pay the Company's reasonable costs and expenses incurred and/or committed by the Company.

Company's Works

25. The Company shall carry out the Company's Works in accordance with its specification and shall exercise reasonable skill and care in designing and 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 shall meet the Customer's requirements, whether implied by statute or otherwise, to the fullest extent permitted by law.
26. The Company shall carry out all Works during normal working hours. There will be an additional charge for any overtime working at the Customer's request.
27. The Company reserves the right to sub-contract any part of its Works.
28. The Equipment shall at all times remain the property of the Company. On completion of the Works, the whole of the Works and the Equipment 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. The Company shall be responsible for the final connection of the Works to its distribution system.

Alternative Provider's Contestable Connection Works

29. Where the Customer accepts a Non-Contestable Works offer only it must appoint an Alternative Provider to carry out any Contestable Connection Works. The Customer shall notify the Company of the identity of its Alternative Provider in advance of submitting any designs. The Alternative Provider 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. The Alternative Provider's design must be in accordance with the Company's design standards (as amended from time to time), for further information see the Website. The Company will charge, and the Customer shall pay, for the review of the Alternative Provider's design. Following the Works, the Alternative Provider 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 Alternative Provider and shall pay the Company the costs the Company incurs as a consequence of any such errors, omissions or discrepancies.
30. Where an Alternative Provider is carrying out Contestable Connection Works, the Alternative Provider shall be responsible for obtaining at the Customer's cost (including all professional, legal and other fees and costs of the Company and any third party) all necessary rights, permissions and approvals for the carrying out and maintenance of those Contestable Connection Works and shall ensure that the required Consents and Land Rights are made available to the Company and are in place at the adoption of those Works by the Company. The Company may charge for any checking of these Land Rights and Consents to ensure they are satisfactory. The Company or its advisors will invoice such costs to the Customer and the Customer shall pay those costs in full.
31. Where the Customer has appointed an Alternative Provider to carry out the Contestable Connection Works the Alternative Provider shall be responsible for the design and construction of the Contestable Connection Works under the Construction (Design & Management) Regulations 2015 and the Electricity Safety, Quality and Continuity Regulations 2002. The Alternative Provider shall agree with the Company delineation of responsibility at the site for construction works. The Alternative Provider is responsible for the adequacy and safety of the Contestable Connection Works. The Alternative Provider 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.
32. The Alternative Provider 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 Contestable Connection Works shall not cause any nuisance, inconvenience, or disturbance to adjoining premises. The Alternative Provider shall make all reasonable endeavours to obtain manufacturers' warranties and to pass these on to the Company.
33. The Company shall be entitled to inspect the Customer's Premises and the Alternative Provider's Contestable Connection Works and test them to its satisfaction. If the Contestable Connection Works are defective, fail any test and/or where reasonably required by the Company, the Alternative Provider 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 Contestable Connection Works or in relation to third party claims arising out of the Contestable Connection Works 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 in relation to the Contestable Connection Works. The Alternative Provider shall enter into an Adoption Agreement with the Company for the Contestable Connection Works to be adopted by the Company prior to final connection. The Company will not finalise the adoption arrangements where it reasonably considers the Contestable Connection Works to be defective.
34. Review of the Alternative Provider's design by the Company or inspection or adoption of the Contestable Connection Works shall not constitute any warranty or representation by the Company as to the adequacy, safety or other characteristics of the Contestable Connection Works. The issue of an Adoption Agreement or 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.

Timing

35. Time is not of the essence in relation to the Company's Works.
36. 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.
37. Timing of the Works may change as a result of future developments including but not limited to:

- a) access arrangements;
- b) changes in the design or Works;
- c) requirements relating to Land Rights or Consents
- d) faults on the Company's distribution system;
- e) changes in the Customer's requirements;
- f) delays or breaches by others or the Customer preventing or delaying the Company's Works;
- g) the connection being dependent on and subject to actions of other parties outside of the Company's control, such as works being carried out to the electricity transmission system; and
- h) any other changes or variations in accordance with this Agreement.

Change/variation

38. Either party shall at any time be entitled to propose changes to this Agreement, by providing notice in writing to the other party.
39. 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 undertaken by the Company and the Company may require to undertake a more detailed review after the Offer has been accepted. 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, adjust the charges in the Quotation, accordingly, 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.
40. The Company shall be entitled to amend the design, adjust the charges in the Quotation or extend the date for completion:
 - a) due to third party requirements, including but not limited to local authority requirements, road closures required and other utilities being in the area of the Works;
 - b) where additional or changed information becomes available to the Company;
 - c) where the Company is required to obtain additional or different Land Rights and/or Consents;
 - d) if the Customer changes its requirements; or
 - e) due to the Customer not being ready for the Works or due to delays by the Customer or its representatives or where the customer does not comply with the terms set out in this Agreement; and
 - f) due to any other changes or variations in accordance with this Agreement.
41. Where any changes to the Works are required by the Company or are agreed with the Customer, the Customer shall bear the cost of those changes, unless they are as a result of the Company's negligence.
42. The Company shall submit written details of the additional cost and altered timing to the to the Customer resulting from the proposed changes. The Customer must confirm to the Company in writing whether it accepts the Company's updated costs and/or altered timing within 5 working days of the date of submission of such updated cost details. If the Customer accepts the changes in the Quotation, the scope, cost and timing of the Company's Works shall be adjusted accordingly, and the Agreement shall continue as amended.
43. If the Customer does not accept, the Customer shall be entitled to terminate the Agreement upon giving the Company written notice within 5 working days of the date of submission of such updated cost and timing details. If the Customer does not accept or reject the changes within thirty (30) days of the date of submission of such updated cost and timing detail the Company may terminate the Agreement.
44. No amendment, modification or substitution to the Agreement shall be effective unless executed in writing by both Parties.

Payment

45. The Company shall issue a Quotation in the Offer Letter for sums due for the Company's Works. The Quotation is an estimate and not a fixed price offer. The Quotation and proposals set out in the 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. 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. 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 or other variation for the Customer's acceptance. If the Customer does not accept the variation as set out above the Company may terminate the Agreement.
46. The charges in the Quotation will be increased for inflation on each anniversary of the date of the Offer Letter calculated in accordance with the Retail Price Index.
47. The Company's charges in the Quotation 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 the Customer providing to the Company all information 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 and the timing of the Works may be rescheduled. Works and costs which are the responsibility of the Customer are excluded from the Quotation.
48. Unless otherwise agreed with the Company, the Customer shall pay to the Company in full the charges in the Quotation on its acceptance of the Offer. Unless otherwise agreed in writing, payment of the charges in the Quotation 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. Unless the Customer has paid charges in full, the Company shall not be obliged to commence, continue or complete its Works.
49. The Company shall be entitled to invoice the Customer at any time for sums due. The Customer must pay invoices received from the Company within thirty (30) days of the date of the invoice. Payment by the Customer must be in full, in cleared funds and without any deductions or set off of whatever nature.
50. If any amount remains unpaid after the due date, 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 due date to the date of payment in full.
51. Where chargeable, the Customer shall pay value added tax ("VAT") at the appropriate rate.
52. 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 and the Customer shall inform the Company immediately if the third party is no longer authorised by it as a payer.
53. 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 on the Website. The Customer shall provide account details for any such refunds promptly on request.
54. The Company shall issue a further invoice to the Customer on completion of the electrical works in respect of any Second Comer Charge.
55. 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 Act. The Company may automatically use and apply any such security in cash against any such sums as they become due.

Liability, indemnity and insurance

56. 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).
57. Nothing in this Agreement shall 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.
58. 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).
59. The Company's liability under or in connection with this Agreement shall be limited to £1 million (one million pounds) in 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.
60. The Company shall have no liability 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 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.
61. 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.

62. 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, provided that the delay or failure to perform is not caused by the fault or negligence of the affected party. The performance of the obligation affected shall be postponed for as long as is necessary but if the issue continues for a period exceeding three (3) months, either party may terminate this Agreement immediately by written notice to the other party.
63. 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.

Termination of Agreement

64. The Company shall be entitled to terminate the Agreement with immediate effect by written notice to you if:
- the Works referred to in the Quotation have not commenced within three (3) months from the date of acceptance of the Offer or did commence but subsequently ceased for a period of more than three (3) months and such delay in commencing or completing the Works is not attributable to the act or omission of the Company;
 - 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 twenty one (21) days of receipt of a written notice of such failure;
 - if the Customer commits a material, persistent or repeated breach of its obligations under this 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;
 - If the Customer becomes subject to a bankruptcy, insolvency or similar process; or
 - the Customer does not accept any variation required by the Company under the Agreement.
65. The Customer may terminate the Agreement at any time on fourteen (14) days' written notice to the Company.
66. If a party terminates this Agreement:
- before commitment or commencement of the Works referred to in the Quotation and/or any associated tasks, the Company shall return any sums paid by the Company less administration costs; or
 - before completion of the Works referred to in the Quotation but after commitment or commencement of any associated tasks, the Customer shall be liable for and shall pay to the Company any reasonable charges for the work done or committed and materials purchased or committed by the Company prior to termination and any costs or expense incurred by the Company and/or others in relation to obtaining any Land Rights or Consents or approvals. The Company shall be entitled to deduct such amounts, together with administration costs from any sums payable to the Customer; or
 - due to an act, omission and/or default by the Customer, the Customer shall reimburse the Company for all costs and expenses reasonably incurred or committed by the Company, including but not limited to in obtaining any Land Rights and/or Consents or approvals.
67. On termination 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.
68. 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. 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.
69. If the Agreement is terminated the Customer shall no longer have any entitlement to any capacity and/or the connection and, if the Customer still wants a connection to the Company's distribution system, the Customer must re-apply for that connection.

General Terms

70. This Agreement is the entire agreement between the parties and the Customer acknowledges and confirms that it does not enter into the Agreement in reliance on any oral or written representation, warranty or undertaking not fully reflected in the terms of the Agreement.
71. All data and information obtained by a party from the other 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.
72. A person who is not a party to this Agreement shall not have any rights to rely on or to enforce any terms under this Agreement.
73. This Agreement is personal to the Customer and the Customer may not, without the prior written consent of the Company assign, novate, transfer this Agreement or any part of it.
74. 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.
75. Any notices required to be given under this Agreement may be delivered electronically, personally or by first class post to the other party at the address stated at the top of the Offer Letter or such other address (including email addresses) as may be notified in accordance with this clause from time to time. A notice shall be deemed to have been given if delivered in person upon delivery, if sent electronically at the time of transmission (unless a notice of non-delivery is received) and if sent by post two (2) working days after posting.

Dispute Resolution

76. The parties shall use their reasonable endeavours to resolve any dispute or difference between them through negotiation.
77. 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.

Governing law and jurisdiction

78. Each party irrevocably agrees that where the Customer's Premises is situated in England and/or Wales, the courts of England and Wales and where the Customer's Premises is 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).
79. 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 Customer's Premises is situated in England and/or Wales) or in accordance with Scots law (where the Customer's Premises (including part thereof) is 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) 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.)
- 3C) If you requested that we start the Company's 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: Attn. Quote Acceptance, Connections and Engineering
Scottish and Southern Electricity Networks
4 Penner Road
Havant
Hampshire
PO9 1QH

E-mail: quote.acceptance@sse.com

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.