

[Customer Address line 1]
[Customer Address line 2]
[Customer Address line 3]
[Customer Address line 4]
[Customer Address line 5]

Primary System Design
[Office Address line 1]
[Office Address line 2]
[Office Address line 3]
[Office Address line 4]
Telephone:
Fax:

Our ref
[enquiry no.]

Your ref
[customer ref]

Extension
[]

Date
[]

Dear []

Interactive *[Delete if non-interactive]* Offer for an electricity connection at [premises address] by Western Power Distribution (South Wales / South West / East Midlands / West Midlands) plc ("WPD")

Thank you for your application requesting an offer to make a new electricity connection/augment the existing electricity connection to the Premises. I am pleased to provide WPD's formal offer to carry out the Connection Works for the Customer (the "Connection Offer").

The following provides an overview of the Connection Offer based on WPD's understanding of the Customer's requirements. Further detail is provided within this letter (the "Offer Letter") and associated documentation listed below this summary information.

Summary of the electricity connection requirements

<i>Enter here a brief description of the electricity works to be undertaken (both non-contestable and contestable), the number of connections and import/export capacity e.g.</i> To supply and install approximately 500m of 11,000V single circuit underground cable and metering circuit breaker to provide a maximum Import Capacity of 50kVA and Maximum Export capacity of 5000kVA. <i>[this may be a new data entry field in E&C],</i>
--

Summary of electricity reinforcement work required

<i>Enter here a brief description of any electricity reinforcement works to be undertaken (both non-contestable and contestable) e.g.</i> To overlay approximately 500m of 11,000V underground cable. <i>[this may be a new data entry field in E&C],</i>
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The Connection Offer comprises this Offer Letter and the following documents:

- a. Specific Conditions for Connection Works;
- b. General Conditions for Connection Works;
- c. Plan No. [] dated [] showing WPD's existing Distribution System, Point of Connection location and Premises;
- d. a single line diagram No. [] showing WPD's existing Distribution System and Point of Connection location; *[new data entry?]*
- e. a breakdown of the Connection Charge;
- f. the Letter of Acceptance (a form of which is attached), to be signed by the Customer;
- g. a Health and Safety Questionnaire to be completed by the Customer; and
- h. Cost of Legal Fees Statement

This Connection Offer is made pursuant to and in accordance with the provisions of WPD's distribution licence. The terms and conditions for WPD carrying out the Connection Works are more particularly described in both the attached Specific Conditions for Connection Works and General Conditions for Connection Works, save that references to "**Contestable Connection Works**" shall be deemed to include "**PFR Contestable Works**", where upstream reinforcement, subject to part payment by the Customer, is necessary to enable the new electricity connection to be provided.

Unless the context otherwise provides, all words and expressions defined in the General Conditions for Connection Works shall have the same meaning in the Offer Letter and the Specific Conditions for Connection Works.

Please ensure that you read the aforementioned documents carefully.

Provision of the Connection Works and the Connection Charge

Competition in Connections ("**CIC**") is the term attributed to the opening up of the market for the design, procurement and installation of new assets necessary to accommodate a new or modified electricity connection. The Customer has the option to have some of the Connection Works, referred to as "**Contestable Connection Works**", carried out by an independent connection provider (the "**Connection Provider**"). Any Connection Works that can only be undertaken by WPD are referred to as Non-contestable Connection Works.

WPD is currently undertaking a trial, operating for connection offers accepted before the 31st March 2016, to open up Part-Funded Reinforcement (as defined in paragraph 1.2 of the Specific Conditions for Connections Works) to competition. As part of this trial, a Customer has the option to have some of the Part-funded Reinforcement works, referred to as "**PFR Contestable Works**", carried out by a Connection Provider in addition to some or all of the Contestable Connection Works.

This Connection Offer contains three options for completing the Connection Works, Option 1, Option 2 and Option 3. These options are mutually exclusive and you may only accept one of them. Option 3 is being made available by WPD as part of the trial to open up Part-Funded Reinforcement work and can only be accepted by the Customer if the Customer's appointed Connection Provider is party to WPD's Framework Network Access and Adoption Agreement.

If the Customer wants WPD to undertake all the Connection Works (the Non-contestable Works, the PFR Contestable Works and all the Contestable Connection Works) the Customer should accept **Option 1**. The Connection Charge for **Option 1** is set out below:

Non-contestable Assessment and Design Fees	£[●]
Non-contestable Connection Works	£[●]
Contestable Connection Works	£[●]
PFR Contestable Works (Customer Contribution)	£[●]
Connection Charge excluding VAT	£[●]
VAT on £[●] @ 20%	£[●]
Connection Charge including VAT	£[●]

If the Customer wants WPD to undertake only the Non-contestable Works, the PFR Contestable Works [and any Contestable Connection Works specified in paragraph 3.3.2][delete if no works in 3.3.2] the Customer should accept **Option 2**. The Connection Charge for **Option 2** is set out below.

Non-contestable Assessment and Design Fees	£[●]
Non-contestable Connection Works	£[●]
[Contestable Connection Works][delete if none]	£ [●]
PFR Contestable Works (Customer Contribution)	£[●]
Connection Charge excluding VAT	£[●]
VAT on £[●]@ 20%	£[●]
Connection Charge including VAT	£[●]

If the Customer wants WPD to undertake only the Non-contestable Works [and any Contestable Connection Works specified in paragraph 3.4.2][delete if no works in 3.4.2]the Customer should accept **Option 3**. The Connection Charge for **Option 3** is set out below.

Non-contestable Assessment and Design Fees	£[●]
Non-contestable Connection Works	£[●]
[Contestable Connection Works][delete if none]	£ [●]
Connection Charge excluding VAT	£[●]
VAT £[●]@ 20%	£[●]
Connection Charge including VAT	£[●]

Unless otherwise specified the terms and conditions within the Connection Offer shall apply equally to all three options.

A description of the Non-contestable Connection Works, Contestable Connection Works and PFR Contestable Works is provided in paragraphs 3.2, 3.3 and 3.4 of the Specific Conditions for Connection Works. The enclosed Customer Breakdown of Charges also provides further detail.

If the Customer accepts Option 2 or Option 3, the Customer (or the Customer's appointed Connection Provider) will undertake some of the Contestable Connection Works and PFR Contestable Works. WPD will only complete and energise the connection if the Contestable Connection Works and the PFR Contestable Works are completed to the appropriate standards specified by WPD. If the Customer accepts Option 3, the Customer must appoint the same Connection Provider to carry out the Contestable Connection Works and the PFR Contestable Works.

The enclosed guide provides further explanation on Competition in Connections. If you wish to discuss the options available to you please do not hesitate to contact me.

Duration of the Connection Offer

WPD's Offer is normally open for acceptance for **ninety days** from the date of the Offer Letter after which it will (if not accepted) automatically expire (unless WPD agrees otherwise with you in writing). If however, this Connection Offer should become interactive with another connection offer we will write to you notifying you of the fact and advising you that the right of all applicants to accept their interactive connection offer will be suspended until the end of a moratorium period.

[Delete this sentence if Notice of Interactivity section (below) is to be applied]

Notice of Interactivity *[Latest Interactivity choices to be applied]*

Please note that this Connection Offer is deemed to be an **Interactive Connection Offer** and we are notifying you of this in accordance with paragraph [●] of our Statement of Methodology and Charges for Connection. All emboldened terms in this section are defined in that document, an extract of which is enclosed entitled "Interactive Connection Applications".

This means that WPD has received a separate application for a connection which makes use of the same part of WPD's **Existing Network**, or **Committed Network**, or otherwise has a material effect on the operation of WPD's **Distribution System**.

Your **Interactive Connection Offer** is currently [enter position in queue] in the **Interactive Queue**.

Your position in the **Interactive Queue** is determined by your **Application Date** or **Legacy Date**. Please note that your current position may be subject to change if an **Affected Party** with an earlier **Legacy Date** joins the **Interactive Queue**.

This **Interactive Connection Offer** is open for acceptance for a period of 90 days from the date of this Offer Letter after which time it will, if not accepted, automatically expire. However, it is also conditional upon the **Affected Parties** with priority in the **Interactive Queue** not accepting their **Interactive Connection Offers** first.

Acceptance of all **Interactive Connection Offers** in the **Interactive Queue** is now suspended until 9:00am on the next **Business Day** following the end of the **Moratorium Period**. Therefore, your right to accept this **Interactive Connection Offer** is currently suspended and the earliest date upon which you may accept this **Interactive Connection Offer** is 9:00am on [enter date, e.g. Wednesday 3 November*]. You may submit your acceptance prior to this date, but it will be deemed by WPD to have been received at 9:00am on [enter date, e.g. Wednesday 3 November*].

The first acceptance received by WPD following the end of the **Moratorium Period** shall be valid acceptance and the **Affected Party** shall be the **Successful Applicant**. If more than one **Interactive Connection Offer** acceptance is received on any given day, the **Affected Party** with priority in the **Interactive Queue** will be the **Successful Applicant**. Where the constraint

on the network allows for valid acceptance of more than one **Interactive Connection Offer** there may be multiple **Successful Applicants**. WPD will notify all **Successful Applicants** that their **Interactive Connection Offers** have been validly accepted.

All **Interactive Connection Offers** made to **Unsuccessful Applicants** will be automatically withdrawn. For the avoidance of doubt, WPD may withdraw this **Interactive Connection Offer** even after you have submitted your acceptance to WPD.

If you are an **Unsuccessful Applicant**, WPD will give you written notice that this **Interactive Connection Offer** has been withdrawn and that during the **Reapplication Period** you may:

- I. re-apply on the same or amended terms for a new **Connection Offer**; and
- II. retain your original **Application Date** as a **Legacy Date** for the purposes of determining your position in a subsequent Interactive Queue.

If no **Affected Party** in the **Interactive Queue** accepts their **Interactive Connection Offer** during the **Post Moratorium Acceptance Period**, your **Interactive Connection Offer** will remain open for acceptance:

- I. for a period of ninety days from the date of this Offer Letter after which time it will, if not accepted, automatically expire;
- II. until an **Affected Party** accepts their **Interactive Connection Offer** upon which this **Interactive Connection Offer** will be automatically withdrawn; or
- III. until a new **Interactive Connection Offer** is issued to a new **Customer** and a new **Round of Interactivity** is triggered.

Any new **Interactive Connection Offer** issued during the **Post Moratorium Acceptance Period** to a new **Customer** will not trigger a new **Round of Interactivity**.

Please note that the terms and conditions of any new **Connection Offer** we make to you may differ from the terms and conditions of this Offer Letter.

The process for accepting your **Interactive Connection Offer** is set out in more detail in the enclosed document entitled "Interactive Connection Applications".

Please note that proof of posting of your acceptance of your **Interactive Connection Offer** will not be considered as proof of receipt. If you have any questions relating to this letter please do not hesitate to contact me.

Acceptance

If you would like to accept this Connection Offer and confirm your acceptance to the terms therein please sign the enclosed Letter of Acceptance (confirming which option you wish to accept) and return it together with the completed Health & Safety Questionnaire to the above address. Once we receive the signed Letter of Acceptance the Connection Offer will be known as the "Agreement" and we will ask you to make a payment in accordance with our payment terms. For the avoidance of doubt, you will be liable for the costs we have incurred even if you cancel the Connection Works and the Agreement is terminated.

If you have any queries or are not satisfied with the terms of this Connection Offer and, after discussion, you and I are unable to reach agreement, I hope you will take the opportunity of talking to my manager: Tony Berndes, Primary System Design Manager (telephone number 0117 933 2101). If, following discussion with the Primary System Design Manager, we still cannot reach an agreement, please contact Alison Sleightholm on 0117 933 2175 or write to her at Avonbank, Feeder Road, Bristol BS2 0TB. She will investigate and try to resolve the matter with you. Our complaints procedure is available on our website www.westernpower.co.uk. If we are unable to resolve your complaint, you will have the right to refer the matter to the Energy Ombudsman for a decision. This is a free and independent dispute resolution service.

If you have any questions or wish to discuss any of the above, please do not hesitate to contact me.

Yours sincerely

[enter name]

Primary System Design

Western Power Distribution (South Wales / South West / East Midlands / West Midlands) plc

Important:

All rights in the design, specification, plans or drawings or any other document contained or accompanying this Connection Offer belong to and remain with WPD and shall not be used or disclosed by the Customer or any other person without WPD's written consent.

All data and information acquired or reviewed by the parties in connection with this Connection Offer is confidential and shall not be divulged to any third party without the prior written consent of the other party except insofar as may be required by law.

Specific Conditions for Connection Works

1. Definitions

- 1.1 All words and expressions defined in the Offer Letter and the General Conditions for Connection Works shall, unless the context otherwise provides, have the same meanings in these Specific Conditions for Connection Works.
- 1.2 Unless the context otherwise requires, the following words shall have the following meanings:

"Connection Agreement" means the connection agreement entered into prior to Energisation of the Customer's Installation between the Customer and WPD.

"Connection Provider" means a person with appropriate accreditation to undertake all or part of the Contestable Connection Works.

"Customer" means [enter Customer name] (Company No. [if appropriate]).

"Excess Capacity" means any capacity within the Maximum Export Capacity (as made available pursuant to paragraph 2.2.1) which exceeds the Installed Capacity.

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

"Installed Capacity" means the capacity of the Customer's generating equipment once installed.

"Notice of Completion of Installation" means the notice issued by the Customer to WPD in accordance with paragraph 13 in such form as WPD may from time to time prescribe.

"Part-funded Reinforcement" means assets installed that add capacity to the Distribution System where the costs of the associated works are apportioned between WPD and the Customer.

"Point of Connection" means the point on the Distribution System to which the new assets will be connected.

"Reservation Period" means a period of time determined by WPD up to a maximum of 18 months from the date of the Connection Agreement.

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

"WPD Technical Information Site" means the website:

www.westernpower.techinfo.co.uk where WPD publish Standard Techniques and other guidance.

2. Basis of the Connection Offer

2.1 Customer's Installation

- 2.1.1 WPD understands that the proposed Customer's Installation will comprise the following:-

- [List of Customer's generation & OTHER equipment (not the Works)]

2.2 Connection and Supply Specification

2.2.1 The characteristics of the new connections will be:

Nominal Voltage at Connection Point: [33,000] V

No of Phases: 3

Nominal Frequency: 50 Hz

Maximum Export Capacity: [] kVA *[remove power factor]*

Maximum Import Capacity: [] kVA *[remove power factor]*

[LV Option – delete 2.2.3 and 2.2.4]

Acceptable Power Factor for Export Capacity: Unity with transient excursions to 0.95 lagging and leading power factor

Acceptable Power Factor for Import Capacity: 0.95 lag to unity

[HV Option – include para 2.2.3 and 2.2.4]

Subject to paragraph 2.2.3 acceptable Power Factor for Export Capacity: 0.98 leading with transient excursions to 0.95 leading and unity power factor.

Acceptable Power Factor for Import Capacity: 0.95 lag to unity.

(both subject to agreement of National Grid Electricity Transmission plc (NGET)).

2.2.2 Maximum Import Capacity and Maximum Export Capacity means the maximum power in kilovolt amperes (kVA) which has been requested by the Customer and which WPD is prepared to make available. WPD accepts no obligation to provide capacity in excess of this. Further information is provided in WPD's Statement of Methodology and Charges for Connection to our Distribution System which is available to view on WPD's website: www.westernpower.co.uk

2.2.3 The Customer's Installation must be designed and operated to ensure there is no kilovolt amperes reactive (kVAR) power flow into the existing Distribution System at the Point Of Connection. Therefore the site shall operate at a leading power factor when exporting real power, and at a lagging power factor when importing real power to negate the kVAR effects of the Connection Equipment and the Customer's Installation on the Distribution System beyond the Point of Connection. *[HV/EHV only]*

2.2.4 Upon completion of the design the parties shall agree the mitigation measures required in order to comply with the requirements of paragraph 2.2.3 above and the Customer shall ensure that these are in place prior to Energisation. *[HV/EHV only]*

2.2.5 Prior to Energisation of the Customer's Installation the Customer must enter into a formal Connection Agreement with WPD specifying the Installed Capacity of the Customer's generating equipment. Subject to paragraph 2.2.6, where the Installed Capacity is less than the Maximum Export Capacity, WPD will be under no obligation to reserve any Excess Capacity for future use by the Customer.

- 2.2.6 If the Customer intends to install further generation plant that will use the Excess Capacity, it shall provide written notice to WPD prior to entering into the Connection Agreement. If WPD receives written notice of such intention, the Excess Capacity shall be reserved for the Customer for the duration of the Reservation Period. Unless agreed otherwise in writing with WPD, on the expiry of the Reservation Period any Excess Capacity that is not being used by the Customer's installed generation plant shall be relinquished, and WPD will be under no further obligation to reserve any Excess Capacity for the Customer.
- 2.2.7 The terms and conditions under which WPD will agree to use any Excess Capacity to increase the Installed Capacity of the Customer's generating equipment shall be specified in the Connection Agreement.

2.3 Point of Connection

- 2.3.1 The Point of Connection to WPD's existing Distribution System will be [identify point of connection to the existing network].

2.4 Connection Point

- 2.4.1 The Connection Point will be the *[Insert description as necessary, e.g.]* [33,]000V cable gland on the Customer's side of WPD's [33,]000V metering unit. *[Amend description and voltage if necessary]* The section of the Customer's out-going cable within the [33,]000V metering circuit breaker cable end box will need to be to WPD specification [or] [the out-going terminals of WPD's fused cut-out]. It will be the Customer's responsibility to provide and maintain the Customer's Installation beyond the Connection Point in conformity with any regulations and orders for the use of electricity on the Premises.

2.5 Security of Supply - Non-Firm Connection Scheme

[Delete if Firm Connection Required]

- 2.5.1 WPD has based its design and costs on a single circuit connection. As a condition of the Connection Offer for a single circuit connection, the Customer acknowledges and accepts the increased risk of disconnection for fault or maintenance and that generation and/or demand may be constrained off for repair time or during certain stages of planned maintenance outages. WPD shall not be liable for any loss of output due to Distribution System unavailability, any DG network unavailability payments, or any related losses including but not limited to any financial loss.

[OR]

- 2.5.1 WPD has based its design and costs on a looped 11KV connection. The alternative supply available will not be capable of accepting any generation. The Customer acknowledges and accepts the increased risk of disconnection for fault or maintenance and that generation may be constrained off for repair time or during certain stages of planned maintenance outages. WPD shall not be liable for any loss of output due to Distribution System unavailability, any DG network unavailability

payments, or any related losses including but not limited to any financial loss.

- 2.5.2 At times of abnormal Distribution System conditions generation export will need to be constrained at the instruction of the WPD Control Centre. Where periods of constraint are identified for planned work WPD will so far as is reasonably practicable provide as much notice of the restrictions as we are able. For unplanned events WPD will use reasonable endeavours to request the generation be run down in a controlled manner, but reserve the right, depending upon system conditions prevailing on either WPD's or NGET's network at the time, to undertake the constraint of the generation, without notice. In such unplanned events it is in the Customer's own interest to ensure that WPD has 24 hour contact details and that the Customer is able to respond to requests from WPD to constrain without any delay.

2.5 Security of Supply - Firm Connection Scheme

[Delete if Non-Firm Connection Required]

- 2.5.1 This Connection Offer has been prepared on the understanding that the Customer requires two separate circuits. This will be a firm connection up to the Connection Point therefore the site will remain on supply during maintenance, or a single cable or overhead line fault but will still lose supply if both circuits are lost.
- 2.5.2 At the Customer's request the proposed electricity connection has been made as a secure connection between Distribution System and the Customer's Installation through one Connection Point. For the avoidance of doubt, WPD does not guarantee that the Customer will be able to import or export electricity through the Connection Point at all times (whilst we endeavour to minimise any outages, our Distribution System is subject to routine maintenance and other operational work that could result in the Customer's installation becoming disconnected from time to time, as necessary, for the duration of the repair/outage). The ability to export is conditional upon the Connection Point being Energised. As a consequence, the Customer waives its rights to any rebate payable by WPD due to Distribution System unavailability.

2.6 Identified Generator Export Constraints

Note: This is not an exhaustive list

- 2.6.1 Generation may be constrained off under abnormal system running conditions. These constraints may include but are not limited to:
- [Include necessary constraints]

2.7 Fault Level at the Connection Point

- 2.7.1 WPD's connection proposals are based on a maximum generator plant capacity of [enter capacity]MVA and our assumption that the total contribution from the Customer's Premises, as modelled at the [33],000V Connection Point, has been calculated to be:

- L-L-L-G [enter value]kA Make (Asymmetrical Peak @ 10ms - Make);
and
- L-L-L-G [enter value]kA Break (RMS Symmetrical @ 50ms - Break);

- 2.7.2 Final details of your proposals should include the total contribution to fault level from the Premises at the Connection Point. The proposed connection increases the sub-transient, transient and steady state fault level on the Distribution System. Under normal system configuration, this increased fault level is either within the rating of WPD switchgear or it can be managed within existing Distribution System constraints via network management. Your proposals impact on the fault rating of existing equipment. Our assessment, based the values stated above, is that no remedial works will be necessary.
- 2.7.3 Please note that WPD may need to revisit fault level calculations for WPD's equipment and potentially other third party apparatus when full and final details of the Customer's proposals are available. The costs of any resultant remedial works that may come to light as a result of these investigations are to be borne by the Customer.
- 2.7.4 *[Not required for LV schemes]* The Connection Offer is subject to final Distribution System studies when full generator plant information is known.
- 2.7.5 *[Not required for LV schemes]* Transient and steady state stability studies may be required to be carried out prior to any construction works or orders being placed. This Connection Offer is made subject to the results of these studies. The costs of these studies are not included in our Connection Charge and shall be borne by the Customer. Should the results of these stability studies indicate any modification required to our proposals, WPD reserves the right, at its sole option, to terminate the Agreement or modify the Connection Offer as appropriate. Should the results of the stability studies indicate a requirement for specific protection to be installed as part of the generator/site protection, these modifications and the associated costs shall be borne by the Customer.

2.8. Cost Apportionment for Part-funded Reinforcement works

- 2.8.1 In order to provide the connection requested by the Customer it is necessary to carry out reinforcement works on the network to create the additional capacity required. As part of the current trial, the Customer has the option to have some of the Part-funded Reinforcement works, the PFR Contestable Works, carried out by a Connection Provider in addition to the Contestable Connection Works.
- 2.8.2 Under Options 1 and 2, WPD carry out the PFR Contestable Works and the costs are apportioned between the Customer and WPD (i.e. they are 'part-funded' by both WPD and the Customer). The Customer's apportionment % contribution towards the cost is calculated in accordance the apportionment rules contained in our Statement of Methodology and Charges for Connection to our Distribution System (which may be found on our website: www.westernpower.co.uk). The apportionment rules apply the following formula to determine the Cost Apportionment Factor (CAF):

[either]

$$\text{Security CAF} = \frac{\text{Required Capacity}}{\text{New Network Capacity}} \times 100$$

$$\frac{[\text{Required Capacity}]}{[\text{New Network Capacity}]} \times 100 = [\text{calculated CAF}]$$

[or]

$$\text{Fault Level CAF} = \frac{3 \times \text{Fault level contribution from connection}}{\text{New Fault Level Capacity}} \times 100$$

$$\frac{[3 \times \text{Fault level contribution from connection}]}{[\text{New Fault Level Capacity}]} \times 100 = [\text{calculated CAF}]$$

Customer apportionment %: [insert percentage]

WPD apportionment %: [insert percentage]

Optional paragraph where £200/kw rule applies

- 2.8.3 The above calculated CAF only applies to those reinforcement costs up to the high-cost project threshold of £200/kW, i.e. $200 \times [\text{enter kVA requirement}] = \text{£}[\text{enter threshold}]$. All reinforcement costs in excess of this value are charged to the Customer in full.
- 2.8.4 Option 3 is available as part of a trial for connection offers accepted before the 31st March 2016. Under Option 3, the Customer can perform (or appoint a Connection Provider to perform) the PFR Contestable Works in addition to some or all of the Contestable Connection Works.
- 2.8.5 As under Option 3 WPD do not perform the PFR Contestable Works and the associated cost is quoted to the Customer by its appointed Connection Provider, it is not possible to set out the costs between WPD and the Customer in the same way as under Options 1 and 2. If the Customer proceeds on the basis of Option 3 and the apportionment rules apply, the Customer will be entitled to a contribution to the cost of the PFR Contestable Works from WPD. The cost of the PFR Contestable Works will be apportioned between the Customer and WPD using the same formula and CAF as under Options 1 and 2, but WPD's contribution will be capped at an amount equal to that quoted in paragraph 3.4.6 below (the "**Capped Sum**"), as this reflects the costs that WPD would have faced had it undertaken the PFR Contestable Works for the Customer, not including PFR costs that WPD would still face under Option 3.
- 2.8.6 WPD shall pay to the Customer (or its appointed Connection Provider) WPD's contribution to the cost of the PFR Contestable Works following successful Energisation of the connection and adoption of the assets installed by the Connection Provider.
- 2.8.7 WPD shall not be liable to make any contribution to the cost of the PFR Contestable Works (by way of payment to the Customer or its appointed Connection Provider) in excess of the Capped Sum unless agreed by WPD in writing prior to the commencement of the associated PFR Contestable Works.

2.8.8 For the avoidance of any doubt:

- (a) WPD has not engaged the Customer or Connection Provider to carry out the Contestable Connection Works or the PFR Contestable Works and is not a party to the construction contract between them for the carrying out of the Contestable Connection Works or PFR Contestable Works; and
- (b) WPD's contribution to the cost of the PFR Contestable Works does not affect the rights or obligations of WPD or the Connection Provider under the Framework Network Access and Adoption Agreement.

3. Outline of the Connection Works

3.1 This Connection Offer provides the Customer with three mutually exclusive options for Connection Works.

3.2 OPTION 1

The first option is for WPD to undertake the Non-contestable Works, the PFR Contestable Works and the all Contestable Connection Works.

3.2.1 Non-contestable Connection Works undertaken by WPD

WPD will provide the connection by performing the following Non-contestable Connection Works:

[Amend as necessary]

- undertake an overhead line survey to design the tee-off configuration
- impose a new stout pole with pin insulators into the existing __V overhead line complete with a cross-arm and two backstays in tandem
- erect []m of [33],000V overhead line from the tee-off pole to the section pole
- install telecontrol equipment within the Connection Point substation, for supervisory control and data acquisition for WPD's apparatus at the substation
- install a metering panel in the metering room at the Connection Point substation and make the final connection, onto the metering panel, of the multicore wiring between the proposed [33],000V metered indoor circuit breaker at the Connection Point substation and the metering panel. WPD shall provide the multicore cable required for the wiring between the circuit breaker and the metering panel
- witnessing of commissioning of protection, including (G59) protection
- [list any non-contestable PFR Works here]

3.2.2 Contestable Connection Works undertaken by WPD

WPD will provide the connection by performing the following Contestable Connection Works:

[Amend as necessary]

- erect a stout section pole with a lightweight [33],000V ABI
- erect []m of [33],000V overhead line;
- erect a stout terminal pole with two backstays in tandem to terminate the [33],000V cable
- lay approximately []m of [185mm² EPR 33],000V underground cable to the Connection Point substation. All [off site excavation / excavation], [delete as necessary]cable installation, backfill and reinstatement of the cable route shall be undertaken by WPD. The proposed cable route is as per Plan No. []
- install a new [33],000V metering circuit breaker at the Customer's site, in a building provided by the Customer to WPD's specification
- terminate the [33],000V incoming (WPD side) cable onto the metering circuit breaker
- install d.c. batteries and charger for use with WPD's apparatus at the Connection Point substation
- install the multicore wiring between the [33],000V metering circuit breaker at the Connection Point substation and WPD's metering panel (the final connection onto the metering panel shall be performed by WPD), using multicore cable provided by WPD

3.2.3 PFR Contestable Works undertaken by WPD

WPD will provide the connection by performing the following PFR Contestable Works:

[WPD to insert details of the reinforcement works]

3.2.4 Connection Charge

The contribution required for providing an electricity connection to the Customer's Premises is:

£ () excluding VAT which shall be payable at the appropriate rate (the "Connection Charge").

The Connection Charge is broken into separate elements covering the Contestable Connection Works, Non-contestable Connection Works and PFR Contestable Works as follows:

Non-contestable Assessment & Design Fees :	£ ()
Non-contestable Connection Works:	£ ()
Contestable Connection Works:	£ ()
PFR Contestable Works (Customer Contribution):	£ ()

3.2.5 WPD's contribution to the costs of the PFR Contestable Works calculated in accordance with paragraph 2.8.2 is £ ().

Further detail concerning the Connection Charge is provided in the enclosed Customer Breakdown of Charges.

3.2.6 Payment

Payment of the Connection Charge shall be made in staged payments in line with WPD's incidence of expenditure. Details of payment stages are included in the following table.

Stage/Date	Amount due (Excluding VAT)
Initial payment on acceptance of the Connection Offer	£[]
Prior to order of plant	£[]
Prior to WPD Connection Works commencing	£[]
Prior to [enter stage]	£[]

[Payment profile above is indicative and should generally be adhered to however additional milestones may be included where it is deemed appropriate]

WPD may invoice the Customer when each payment is due. Payment must be made within 28 days of the date of the invoice. This Agreement Offer will automatically terminate unless otherwise agreed in writing by WPD if the Customer fails to pay the initial payment within 28 days of the date such invoice is issued. WPD shall be under no obligation to start the Connection Works until the initial payment has been received.

Subject to paragraph 13.2 of the General Conditions for Connections Works, all payments shall be made in full without deduction, withholding or deferment in respect of any set-off or counterclaim.

3.3 OPTION 2

The second option is for WPD to undertake the Non-contestable Connection Works, [some of the Contestable Connection Works] *[delete if 3.3.2 is 'None']*. and the PFR Contestable Works.

3.3.1 Non-contestable Connection Works performed by WPD

WPD will provide the connection by performing the following Non-contestable Connection Works:

[Amend as necessary]

- undertake an overhead line survey to design the tee-off configuration
- impose a new stout pole with pin insulators into the existing __ V overhead line complete with a cross-arm and two backstays in tandem
- erect []m of [33],000V overhead line from the tee-off pole to the section pole

- install telecontrol equipment within the Connection Point substation, for supervisory control and data acquisition for WPD's apparatus at the substation
- install a metering panel in the metering room at the Connection Point substation and make the final connection, onto the metering panel, of the multicore wiring between the proposed [33],000V metered indoor circuit breaker at the Connection Point substation and the metering panel. WPD shall provide the multicore cable required for the wiring between the circuit breaker and the metering panel
- witnessing of commissioning of protection, including (G59) protection
- [list any non-contestable PFR Works here]

3.3.2 Contestable Connection Works undertaken by WPD

WPD will provide the connection by performing the following Contestable Connection Works:

None *[Amend as necessary]*

3.3.3 Contestable Connection Works undertaken by the Customer (or the Customer's appointed Connection Provider)

The Customer shall, at no cost to WPD, undertake the following:

- design and construct the Contestable Connection Works from the Point of Connection to the Connection Point
- arrange legal documentation (wayleave, easement, lease or transfer as applicable to the site and WPD policy) to be completed in WPD's name prior to adoption of the equipment by WPD.
- [enter any other works as necessary]

3.3.4 PFR Contestable Works undertaken by WPD

WPD will provide the connection by performing the following PFR Contestable Works:

- [WPD to insert details of the reinforcement works]

3.3.5 Connection Charge

The contribution required for providing an electricity connection to the Customer's Premises is:

£ () excluding VAT which shall be payable at the appropriate rate (the "Connection Charge").

The Connection Charge is broken into separate elements covering Contestable and

Non-contestable Connection Works as follows:

Non-contestable Assessment & Design Fees :	£ ()
Non-contestable Connection Works:	£ ()
Contestable Connection Works:	£ ()
PFR Contestable Works (Customer Contribution)	£ ()

- 3.3.6 WPD's contribution to the costs of the PFR Contestable Works calculated in accordance with paragraph 2.8.2 is £ ().

Further detail concerning the Connection Charge is provided in the enclosed Customer Breakdown of Charges.

3.3.7 Payment

Payment of the Connection Charge shall be made in staged payments in line with WPD's incidence of expenditure. Details of payment stages are included in the following table.

Stage/Date	Amount due (Excluding VAT)
Initial payment on acceptance of the Connection Offer	£[]
Prior to order of plant	£[]
Prior to WPD Connection Works commencing	£[]
Prior to [enter stage]	£[]

[Payment profile above is indicative and should generally be adhered to however additional milestones may be included where it is deemed appropriate]

WPD may invoice the Customer when each payment is due. Payment must be made within 28 days of the date of the invoice. This Agreement will automatically terminate unless otherwise agreed in writing by WPD if the Customer fails to pay the initial payment within 28 days of the date such invoice is issued. WPD shall be under no obligation to start the Connection Works until the initial payment has been received.

Subject to paragraph 13.2 of the General Conditions for Connections Works, all payments shall be made in full without deduction, withholding or deferment in respect of any set-off or counterclaim.

3.4 OPTION 3

The third option is for WPD to undertake just the Non-contestable Connection Works [and some of the Contestable Connection Works.] *[delete if 3.4.2 is 'None']*.

3.4.1 Non-contestable Connection Works performed by WPD

WPD will provide the connection by performing the following Non-contestable Connection Works:

[Amend as necessary]

- undertake an overhead line survey to design the tee-off configuration
 - impose a new stout pole with pin insulators into the existing ___ V overhead line complete with a cross-arm and two backstays in tandem
 - erect []m of [33],000V overhead line from the tee-off pole to the section pole
 - install telecontrol equipment within the Connection Point substation, for supervisory control and data acquisition for WPD's apparatus at the substation
 - install a metering panel in the metering room at the Connection Point substation and make the final connection, onto the metering panel, of the multicore wiring between the proposed [33],000V metered indoor circuit breaker at the Connection Point substation and the metering panel. WPD shall provide the multicore cable required for the wiring between the circuit breaker and the metering panel
 - witnessing of commissioning of protection, including (G59) protection
- *[list any non-contestable PFR Works here]*

3.4.2 Contestable Connection Works undertaken by WPD

WPD will provide the connection by performing the following Contestable Connection Works:

None *[Amend as necessary]*

3.4.3 Contestable Connection Works undertaken by the Customer (or the Customer's appointed Connection Provider)

The Customer shall, at no cost to WPD, undertake the following:

- design and construct the Contestable Connection Works from the Point of Connection to the Connection Point
- arrange legal documentation (wayleave, easement, lease or transfer as applicable to the site and WPD policy) to be completed in WPD's name prior to adoption of the equipment by WPD.
- *[enter any other works as necessary]*
-

3.4.4 PFR Contestable Works undertaken by the Customer (or the Customer's appointed Connection Provider)

The Customer shall undertake the following PFR Contestable Works:

- [WPD to insert details of the reinforcement works]

3.4.5 Connection Charge

The contribution required for providing an electricity connection to the Customer's Premises is:

£ () excluding VAT which shall be payable at the appropriate rate (the "**Connection Charge**").

The Connection Charge is broken into separate elements covering Contestable and Non-contestable Connection Works as follows:

Non-contestable Assessment & Design Fees : £ ()

Non-contestable Connection Works: £ ()

Contestable Connection Works: £ ()

3.4.6 The Customer is entitled to a contribution from WPD towards the costs of the PFR Contestable Works (in accordance with paragraphs 2.8.4 to 2.8.8) up to a maximum value of £ () (the "**Capped Sum**").

Further detail concerning the Connection Charge is provided in the enclosed Customer Breakdown of Charges.

3.4.7 Payment

Payment of the Connection Charge shall be made in staged payments in line with WPD's incidence of expenditure. Details of payment stages are included in the following table.

Stage/Date	Amount due (Excluding VAT)
Initial payment on acceptance of the Connection Offer	£ []
Prior to order of plant	£ []
Prior to WPD Connection Works commencing	£ []
Prior to [enter stage]	£ []

[Payment profile above is indicative and should generally be adhered to however additional milestones may be included where it is deemed appropriate]

WPD may invoice the Customer when each payment is due. Payment must be made

within 28 days of the date of the invoice. This Agreement will automatically terminate unless otherwise agreed in writing by WPD if the Customer fails to pay the initial payment within 28 days of the date such invoice is issued. WPD shall be under no obligation to start the Connection Works until the initial payment has been received.

The Customer (or its appointed Connection Provider) may invoice WPD for its contribution to the PFR Contestable Works following successful Energisation of the connection and adoption of the assets installed by the Connection Provider. WPD shall release payment of the invoice for its contribution by the end of the month following the month of the date of the invoice (unless agreed otherwise with WPD in writing).

Subject to paragraph 13.2 of the General Conditions for Connections Works, all payments shall be made in full without deduction, withholding or deferment in respect of any set-off or counterclaim.

The following terms and conditions 4 to 6 apply to only Option 2 and Option 3

4. Design Approval

- 4.1 The Customer (or their Connection Provider) is required to provide WPD with all information relating to their design in order to confirm suitability for adoption and connection to WPD's Distribution System. We require a (single) full and comprehensive design submission for all of the plant, equipment and cables/lines offered for adoption by WPD. Part or incomplete designs will not be accepted as the formal design submission. Where WPD does not consider the submission to be full and comprehensive, we will inform the Customer/Connection Provider that the submission has been rejected.
- 4.2 The Customer should refer to and comply with the requirements laid out under WPD'S appropriate Standard Technique for switchgear and associated equipment. A copy of the appropriate Standard Technique and other design specification information is available on request or on the WPD Technical Information Site.
- 4.3 Where reasonably practicable the design submission shall be in electronic format. On receipt of a full design submission, WPD will either provide confirmation of approval or an explanation for rejection within 10 working days of receipt of the design (20 working days where EHV works are required). Where the design submission is rejected WPD may levy additional charges for considering subsequent design submissions.

5 Inspections

- 5.1 The charge for inspection of the Contestable Connection Works and inspection of the PFR Contestable Works given in the enclosed break-down of Non-contestable costs is estimated according to the number of visits WPD anticipate it will normally make for this type and size of connection. Any additional visits subsequently required may be charged for.

6 Adoption Agreement

- 6.1 Where the Customer (or the Customer's appointed Connection Provider) wishes to provide some or all the Contestable Connection Work or the PFR Contestable Works they must firstly satisfy WPD that they have the necessary competence and experience to carry out the work properly and safely by providing evidence of appropriate accreditation under the Lloyds Registration scheme. For further information reference should be made to www.lloydsregister.co.uk.
- 6.2 The Customer (or their appointed Connection Provider) must comply with all appropriate legislation, national standards, technical/engineering recommendations, WPD specifications for design, planning, materials, installation and recording of the Contestable Connection Works and PFR Contestable Works. Further information is available on request and via WPD's website: www.westernpower.co.uk.
- 6.3 If the Customer's appointed Connection Provider for the Contestable Connection Works and PFR Contestable Works is party to WPD's Framework Network Access and Adoption Agreement, which sets out the terms and conditions upon which WPD shall adopt the assets installed by the Connection Provider, WPD will (upon approval by WPD of the Connection Provider's design) issue a site specific agreement to the Connection Provider for signature. If the Customer's appointed Connection Provider is not party to WPD's Framework Network Access and Adoption Agreement the Customer and their appointed Connection Provider for the Contestable Connection Works must enter into an Adoption Agreement with WPD setting out the terms and conditions upon which WPD shall adopt the assets installed by the Connection Provider. This Connection Offer will form part of the Adoption Agreement.

The following terms and conditions apply to all three Options.

7. Other Works to be undertaken by the Customer

- 7.1 The Customer shall provide and install, at no cost to WPD, the following:-

[Amend as necessary]

- all the required civil works for establishment of the switchgear accommodation located at the Premises, Where required this may include a suitably fenced and level compound. A programme of on-site excavation must be agreed with WPD in advance of works commencing
- terminate the [33],000V outgoing (Customer side) cable onto the metering circuit breaker
- a suitable ducted cable entry, when required, for WPD's cables including any subsequent weatherproofing or other civil works after the cables have been installed
- a suitable weatherproof building to accommodate WPD's metering circuit breaker and auxiliary equipment, including protection and telecontrol equipment, d.c. batteries and charger. This building shall include provision of a separate metering room for WPD's metering equipment
- any works to the Customer's Installation required to establish inter-tripping and

interlocking arrangements between the Customer's main circuit breaker and WPD's metered Connection Point circuit breaker

- a 230 volt supply and electrical installation within the substation building for lighting, battery charging, frost protection heating (including the heater) and twin switched socket outlets within the WPD section of the switchroom. . The 230 volt supply must always be available whilst the Connection Point is Energised. The Customer will bear the cost of the electricity consumed.
- where appropriate, a standard dedicated telephone line, with associated socket installed in the metering room, for use by the Customer's appointed meter operator for modem data collection from on-site metering. The Customer shall confirm the requirements for a standard telephone line with their appointed meter operator and install such a line, where required
- a suitable earthing system for the Customer's Premises
- outputs, to WPD's specification, for inclusion in WPD's telecontrol and other systems by the date of Energisation of the Connection Point
- any necessary masts or supporting structures for communication equipment
- *[Optional, where Customer provides on-site excavation]* all on site cable excavation and reinstatement. The programme of on-site excavation must be agreed with WPD. Where required, the Customer shall be responsible for the provision of a stone dust bed around cables to WPD's specification.

7.2 The Customer shall be responsible for all on-going repairs and maintenance of all accommodation and facilities it has provided.

8. Conditions of the Connection Charge

8.1 The Connection Charge is based upon current market rates and design assumptions. It is subject to the following variables:

- 8.1.1 A full design review of the protection regime following acceptance of the Connection Offer. Allowance has been made for a basic scheme only. No allowance has been made beyond the WPD's metering circuit breakers into the Customer's Premises.
- 8.1.2 A full site survey, layout and design at the Customer's Premises substation for the required civil works.
- 8.1.3 Any works, which are identified as being required following a future Steady State, Transient or Voltage Stability Study.
- 8.1.4 Any potential adverse effect to WPD's switchgear and Distribution System assets due to an increase in fault level identified when full and final details of the Customer's generators and their contribution to fault level are known.
- 8.1.5 Proposed cable/overhead line routes indicated being achievable.
- 8.1.6 Subsequent information provided relating to health, safety and the environment that influence the design of the scheme.

- 8.1.7 Any change to the characteristics of the connection design and/or data for the proposed connection.
 - 8.1.8 *[EHV ONLY]* Final competitive tenders and increases in labour, contract, or material costs. For schemes with long lead in times this may be some time after acceptance of the Connection Offer.
 - 8.2 WPD reserves the right to amend its proposals and Connection Charge to account for any of the variables identified under paragraph 9.1. WPD will notify the Customer in writing as soon as is reasonably practicable informing the Customer of any changes to the proposals and/or Connection Charge.
- 9. Matters outside the scope of the Connection Charge**
- 9.1 The following matters have not been included in the estimated Connection Charge:
 - 9.1.1 The diversion of any third party apparatus (including without limitation any gas pipes and telephone lines);
 - 9.1.2 Unless otherwise stated, the diversion of WPD's existing assets (if any) undertaken as a consequence of the Connection Works that are required to provide the connection to the Premises;
 - 9.1.3 Specialist disposal of soil (in accordance with The Landfill (England and Wales) Regulations 2007) and import of suitable backfill;
 - 9.1.4 Excavation and cable laying at abnormal depth, or through rock or other hard substances or in contaminated soil;
 - 9.1.5 Foundations for buildings, towers etc. to be established in ground which is not normal ground bearing type;
 - 9.1.6 Construction of access roads to the substation site;
 - 9.1.7 Costs associated with the extension of existing system inter-tripping;
 - 9.1.8 Unforeseen costs incurred in complying with the Traffic Management Act including permits, alterations to the route, or restrictions on working hours;
 - 9.1.9 Permanent reinstatement of any excavation on the Premises; and
 - 9.1.10 Testing and commissioning that is undertaken in accordance with Engineering Recommendation G59/2 that must be witnessed by WPD. WPD's charges for witnessing are available on request.
 - 9.2 WPD shall not be responsible for any increase to the Connection Charge or liable for any delay in commencement or performance of the Connection Works resulting from any of the above. Any costs resulting from such delay shall be borne by the Customer.

10. Customer Installation

- 10.1 The Customer shall be required to confirm the electrical layout, provisions for protection and electrical parameters of the Customer's Installation prior to commencement of the Connection Works by WPD.
- 10.2 WPD has the right to amend the Agreement in the event that the Customer makes changes to the proposed apparatus at the Customer's Installation that, in the opinion of WPD, cause the Connection Works to be unsuitable.
- 10.3 The Customer shall also ensure that any voltage fluctuation or unbalance and harmonics caused by any of its electrical equipment or apparatus on the Development site does not exceed the levels laid down in National Engineering Recommendations P28, P29 and G5/4, as amended, and if appropriate, as modified by us.
- P28 covers 'Planning limits for voltage fluctuations caused by industrial, commercial and domestic equipment in the United Kingdom'
 - P29 covers 'Planning limits for voltage unbalance in the United Kingdom'
 - G5/4 sets down the 'Limits for harmonics in the United Kingdom supply system'
- 10.4 Please note that where appropriate, we may define harmonic limitations that take account of the multiple connection applications to the same part of the Distribution System to give equitable treatment for all. This means that the Customer may be allocated a portion of the margin between background level and planning level as set out in G5/4, rather than allowing one connection to take the whole margin.
- 10.5 WPD shall not Energise the connection until WPD is satisfied the requirements of G5/4 and P28 are met and any required mitigation put in place. The Customer's choice of equipment may influence the need for mitigation significantly (e.g. harmonic emissions produced by equipment with a similar function can vary substantially with some makes/models being cleaner than others). If requested by the Customer, WPD will undertake Stage 2 power quality assessments under G5/4 and P28 following acceptance by the Customer of this Connection Offer.

11. Programme of Connection Works

- 11.1 A detailed programme of Connection Works has not yet been finalised. The program will be discussed and agreed following acceptance of the Connection Offer and depending on the level of Contestable Connection Works undertaken by the Customer. By way of non-binding indication, a scheme of this nature typically has a timescale of approximately [12-18- months] from acceptance of the Connection Offer to Energisation. This Connection Offer is however, made on the understanding that the following milestones are met:

[timescales below are default values and should generally be adhered to however they may be extended where it is deemed appropriate to do so]

- i) Planning consent shall have been granted within [12] months of the date of acceptance of this Connection Offer;

- ii) the Connection Works are commenced within [18] months of the date of acceptance of this Connection Offer (save for in the event that this milestone is missed as a direct result of an act or omission by WPD); and
 - iii) the Connection Works are completed within [24] months of the date of acceptance of this Connection Offer (save for in the event that this milestone is missed as a direct result of an act or omission by WPD).
- 11.2 Upon request the Customer shall provide evidence to WPD's reasonable satisfaction confirming the progress on each of the above milestones and that it has, or reasonably believes it will meet each one by the dates specified. In the event that the Customer is unable to meet the above milestones WPD shall be entitled, at its sole option, to terminate the Agreement or to propose an amendment to the Connection Offer and/or Connection Charge under the Agreement. Where the Customer becomes aware that it will fail to meet any of the milestones but can demonstrate to WPD that it is still making progress toward the relevant milestone, WPD may take due account of this fact before considering whether to terminate the Agreement. Should the Customer's programme of works fall outside the above timescale, WPD reserve the right to vary or terminate the Agreement as WPD deem appropriate.
- 11.3 The date of connection is dependent on Distribution System access, operational constraints, manpower availability and delivery times for cables, switchgear, transformers and other equipment. WPD accept no liability should any of the above mentioned delay the date of connection. It is also conditional upon the Customer fulfilling the Agreement terms and conditions and any additional requirement reasonably required by WPD. However, WPD will use commercially reasonable endeavours to meet the Customer's requested connection date.
- 11.4 If WPD is unable to complete the Connection Works by the end of the [24] month period due to any reasons beyond WPD's reasonable control, WPD reserves the right, at its sole option, to amend or terminate the Agreement, including amending the Connection Charge.

12. Additional Conditions Precedent to commencement of Connection Works

- 12.1 In addition to the conditions set out in this Connection Offer, the Connection Works are also subject to the following conditions:
- 12.1.1 WPD obtaining any necessary wayleaves and consents for the Connection Works;
 - 12.1.2 WPD/the Customer obtaining any necessary planning consents from the local authority;
 - 12.1.3 the Customer, where required, confirming it has fulfilled its obligations in accordance with the Distribution Code;
 - 12.1.4 the Customer shall have signed and returned the Letter of Acceptance;
 - 12.1.5 the Customer shall not make or request any modification or deviation to the physical or electrical characteristics documented within the Specific Conditions for Connection Works, and

12.1.6 the Customer having completed the enclosed Health and Safety Questionnaire identifying any hazards specific to this site together with the risks that they may pose to people working on the site with the control measures that you may be planning.

12.2 Should any of the above conditions not be met at any time, WPD reserves the right, at its sole option, to terminate the Agreement and issue a new connection offer or to revise the Connection Charge in this Connection Offer. For the avoidance of doubt this may be after acceptance by you.

13. Notice of Completion

13.1 WPD will, where agreed between WPD and the Customer, allow the connection to be/remain Energised subject to the terms and conditions as set out below and any other conditions set out under this Connection Offer.

13.1.1 The Customer shall ensure that the Customer's Installation is installed in such a manner that it will comply with Regulations 8(4) and 25 of The Electricity Safety, Quality and Continuity Regulations 2002, as amended immediately prior to Energisation.

13.1.2 The Customer must provide WPD with a completed Notice of Completion of Installation.

13.1.3 The Customer must allow WPD access to any property covered by the Connection Offer to ensure that the Customer's Installation complies with Regs 8(4) and 25.

14. Safety

14.1 Any work in the vicinity of WPD equipment must be carried out in a safe manner, including, as a minimum, compliance with the relevant Health and Safety Executive Guidance Notes available from HMSO.

14.2 In particular:

- GS6 - Avoidance of danger from overhead electric lines.
- HS(G)47 - Avoiding danger from underground cables.

14.3 As part of your planning process and before commencement of any site works you should contact WPD's Map Response Team to ascertain the location of any existing WPD apparatus on or in close proximity to the site and to take the necessary precautions to avoid possible danger from that apparatus. The WPD Map Response Team can be contacted on 0121 623 9780 or by email on WPDMapResponse@westernpower.co.uk

15. System Protection

15.1 It is a precondition for Energisation, and the Customer's responsibility, to ensure that:

15.1.1 the operation of any generators in parallel with WPD's Distribution System conforms to National Engineering Recommendations G59: 'Recommendations

for the Connection of Generating Plant to the Distribution Systems of Licensed Distribution Network Operators' (ERG59) as amended from time to time. This will include a requirement for interface protection, including loss of mains protection. The detail of this protection is to be agreed with WPD.

[Optional paragraphs]

- 15.1.2 the proposed generation runs in parallel with WPD's Distribution System through the agreed Connection Point. Any alternative or back-up supplies must be subject to WPD's agreement and suitably interlocked.
- 15.1.3 the multiple generating units start (and under normal operating conditions, stop) sequentially in order to minimise the rate of voltage rise on the surrounding Distribution System.
- 15.1.4 that there shall be no electrical interconnection between the proposed new electricity connection and any existing connection at the Premises.
- 15.2 Prior to any parallel operation of the Customer's proposed new generation with the Distribution System WPD reserve the right, following sufficient notification from the customer, to witness commissioning tests carried out on the Customer's Installation with regard to compliance with ERG59 (as amended). WPD will make an additional charge for providing this service. Parallel operation with the Distribution System can only be permitted following written confirmation that the commissioning has been successfully completed by the Customer and, where necessary, witnessed by WPD. A minimum of two weeks' notice will be required for the witnessing to be arranged.
- 15.3 The proposed WPD-owned [11],000V metered circuit breaker at the Connection Point substation shall have installed as standard overcurrent and earth fault protection. In addition, depending on Distribution System configuration and operational conditions there may be a requirement for additional protection inter-tripping to be installed. WPD shall provide the Customer with details of the protection settings employed at the metering circuit breakers. It is the Customer's responsibility to ensure that these settings provide adequate protection of the Customer's Installation.
- 15.4 To ensure compliance with the Electricity, Safety, Quality & Continuity Regulations 2002 (as amended) the Customer shall ensure their equipment and installation is adequately protected, both mechanically and electrically.
- 15.5 WPD may consider accepting tripping signals from the Customer. Each request will be considered on its merits. Where WPD agrees to accept tripping signals from the Customer, normally open volt free contacts for this purpose shall be provided by the Customer.
- 15.6 WPD's Connection Point circuit breaker and its associated protection may be included in the Customer's protection scheme for the site. The inclusion of WPD's equipment and protection into the Customer's protection scheme is the responsibility of the Customer. This facility is provided entirely at the Customer's risk and (subject to paragraph 10.1 of the General Conditions for Connection Works)

WPD shall not be liable for any costs, expenses, damages or any other losses arising out of, or in connection with, the facility. WPD shall provide the Customer with details of the protection settings employed at the Connection Point circuit breaker. It is the Customer's responsibility to ensure that these settings provide adequate protection of the Customer's plant and apparatus.

[delete if not required]

- 15.7 A trip operation of WPD's metering circuit breaker(s), shall cause the Customer's generator circuit breaker to be tripped. A single set of normally open 'remote trip' volt free contacts, for incorporation, by the Customer, into the tripping circuit of the Customer's generator circuit breaker, shall be provided from WPD's metering circuit breaker(s).

[delete if not required]

- 15.8 The Customer shall provide an emergency trip button, of a break glass type, within the metering room, for the Customer's purposes. WPD will make provision to enable the Customer to trip WPD's metering circuit breaker(s), using the emergency trip button should an emergency arise. The Customer shall provide a single set of normally open volt free contacts from the emergency trip button, for this purpose.

[Optional]

- 15.9 Costs will be subject to review following the design of a full operational inter-trip scheme following acceptance of this Connection Offer.
- 15.10 The Customer shall be responsible for the costs of any communication channels required for telecontrol, protection and operational inter-tripping.
- 15.11 Please note, all protection requirements shall be agreed with WPD prior to installation.

[Optional]

- 15.12 Inter-tripping will be required between WPD's Distribution System and the Customer's Installation (inter-trip received from both WPD's and the Customer's Installation). Allowance has been made for a basic scheme. No allowance has been allowed beyond the metering circuit breaker(s) into the Premises. The responsibility and costs of this part of the inter-tripping scheme is to be borne by the Customer. Details of the final inter-trip scheme will need to be agreed with WPD. WPD reserve the right to amend proposals and costs to accommodate the Customer's protection proposal.

16. Earthing

- 16.1 The earthing system must meet the requirements of Engineering Recommendation ENA TS 41-24 (available from the Electricity Networks Association) and any WPD specification as notified.
- 16.2 Upon completion of the Customer's earthing system installation, the Customer shall provide WPD with detailed 'as constructed' drawings for the Customer's earthing system, including details of electrode size and installed depth.

- 16.3 It is the Customer's responsibility to ensure that the Customer's Installation has adequate earth fault protection, and no liability will be accepted by WPD if its earth terminal is used. The Customer shall allow WPD to connect to the Customer's earthing system at no cost.
- 16.4 *[HV connection only]* Special precautions must be taken with telecommunications plant and strict working procedures adopted in the immediate vicinity of substations where the rise of local earth potential could under severe fault conditions exceed 430V. Where this limit is exceeded the site will be classified as 'hot'.
- 16.5 *[HV connection only]* ENA Engineering Recommendation S36, as amended, defines the criteria for classification of substations and power stations as 'Hot Sites'. For safety reasons it may be necessary for mitigation to be applied at and in the vicinity of Hot Sites. If the WPD substation/Customer Installation is assessed to be a Hot Site then the Customer shall consult with Openreach to establish if any mitigation is required. WPD require written confirmation that Openreach agree to Energisation of the Hot Site before WPD will Energise a Hot Site. This confirmation must be relevant to the actual installed substation/customer installation. Note that sometimes sites that are predicted to be 'cold' do become Hot Sites if the earth impedance actually achieved is higher than predicted. As this can be identified late in the connection process it is recommended that assessments at the design phase are conservative and that consultation with Openreach occurs at an early stage to avoid prolonged delays to the Premises being Energised, in the case of Openreach mitigation measures.
- 16.6 *[HV connection only]* Before Energisation WPD will examine the Customer's earthing design to ensure that it complies with WPD's specification.
- 16.7 This Connection Offer is conditional on an earthing study being carried out for the Premises to assess the earthing requirements for the connection. The costs of such a study are not included in the Connection Charge and shall be borne by the Customer. It is the Customer's responsibility to arrange this study and provide a copy of the results to WPD free of charge. On request, WPD will provide the necessary fault level and circuit information in order that these studies can be completed.
- 16.8 The earthing system must be designed so that, if reasonably practicable, the substation does not become 'hot'. The costs of any works associated with making the Customer's Installation or WPD's substation 'cold', or for any remedial works by third parties due to either installation being 'hot', shall be borne by the Customer.

[Optional cold site]

- 16.9 As the site is likely to be declared 'Cold' (as defined in ENA Engineering Recommendation S36), confirmation is required that step and touch potential limits are not exceeded on or off site. Making the site 'Cold' does not necessarily make the installation and adjacent properties safe for step and touch potential.
- 16.10 WPD has a duty of care to ensure it does not knowingly Energise a site that could be unsafe. We therefore require confirmation that the site is safe in this respect before

we can approve the design. Touch and step potentials will need to be calculated and verified within the Customer's Installation and any adjacent properties.

[or hot site]

16.11 Where the site is classified as 'hot' (as defined in ENA Engineering Recommendation S36), the Customer shall ensure that;

- there is adequate segregation between HV and LV earthing systems
- there is adequate segregation between WPD's HV switchgear and the Customer's transformer / LV system / PV panels.
- a WPD approved isolation transformer for the LV supply within the switch room / enclosure is provided by the developer.
- adequate isolation equipment in the signal cables between WPD's control panel and the Customer's Installation.

17. Construction of substation enclosures *(DELETE IF NOT REQUIRED – will effect paragraph numbering!)*

17.1 WPD cannot warrant the suitability of the substation enclosure design for a particular site and whilst the superstructure arrangement is fixed, the suitability of the proposed substructure detail needs to be ascertained through investigation by the Customer, who will be required to propose modifications/ alternative proposals to WPD as necessary. The Customer, in evaluating the suitability of the WPD proposal, should take into account engineering considerations including:

- Bearing capacity at proposed founding depth;
- Risk of differential settlement;
- Potential passage of radon, explosive gases, contaminants and the like;
- Effect of groundwater; and
- Other site-specific geotechnical considerations outside the above.

17.2 Where the substation includes a shared building (to be built to WPD specification) for both the Customer's Installation and WPD's protection, telecontrol and battery equipment then the Customer shall either:-

- establish separate sections of the building for WPD and the Customer's equipment, with separate access and locking arrangements for WPD personnel and the Customer's personnel, such that access to any of the WPD equipment is limited to WPD personnel only and access is not possible from any section of the switchroom to which the Customer has access; or
- ensure that where access is required by the Customer, or a representative thereof, to any part of the building that contains any of the WPD equipment, then the Customer, or Customer's representative, shall be appropriately authorised by WPD for such access.

17.3 For safety & operational reasons, the Customer shall be required to provide 24 hour unhindered vehicular access to the substation for WPD personnel, or authorised agents thereof.

- 17.4 The Customer shall produce detailed civil drawings & specifications in line with WPD's performance specification for the construction of the substation. Detailed proposals shall be submitted to WPD for approval, at least one calendar month in advance of commencement of construction works on site.
- 17.5 WPD reserves the right to make site inspections by prior arrangement with the Customer to ensure construction meets the required specification and quality. This does not remove the Customer's obligation to provide a structurally stable, secure, weather-tight and non-hazardous environment to accommodate WPD plant.
- 17.6 The construction of substations is not usually classed as permitted development and consequently the Customer may need to obtain planning permission for the construction beforehand.
- 17.7 All work shall be carried out to WPD specification. This specification is prepared on the presumption of a level site and that competent, non-variable bearing strata can be achieved at normal founding depth.
- 17.8 WPD will provide applicable specification documents upon acceptance of this Connection Offer.

20. Appointing a Supplier / Meter Operator

- 20.1 Before a supply of electricity can be imported or exported through the new connection the Customer must ensure an electricity supplier is appointed and has registered in accordance with electricity trading arrangements. For a list of licensed suppliers please call WPD on (01208) 892288. Alternatively, you can visit the Ofgem website, www.ofgem.gov.uk/Licensing.
- 20.2 Prior to connection WPD will provide the Customer with an import and export Supply Number for the new electricity connection. The Customer will need to quote the Supply Number(s) to the electricity Supplier of their choice in order to arrange an electricity supply. If the Supplier fails to register the Supply Number WPD will be unable to Energise the connection.
- 20.3 For connections with a maximum demand above 100kW and a generation capability above 30kW, half hourly metering is mandatory. The Customer's appointed Supplier may arrange for a Meter Operator to install half hourly metering but it is usual for the Customer to appoint their Meter Operator directly.
- 20.4 A list of Meter Operators can be obtained from the Association of Meter Operators, www.meteroperators.org.uk. It will be necessary for the Customer to ensure in conjunction with the meter operator, that suitable metering exists/is installed for the required level of import/export capacity.
- 20.5 WPD provides metering services to customers in the UK and can provide half hourly metering. Please inform us if you would like WPD to be your Meter Operator.

21. Connection Agreement

The Connection Agreement entered into by the Customer with WPD prior to Energisation will govern the terms and conditions under which the Customer's Installation may be connected (and remain connected) to WPD's Distribution System. The Connection Agreement is based on an industry standard and terms and conditions contained therein are largely non-negotiable. Any request by the Customer to amend the Connection Agreement will require referral for legal advice and the Customer shall be responsible for costs incurred by WPD regardless of whether or not these changes or amendments are agreed and incorporated in the Connection Agreement.

22. Statement of Works *[delete if not required]*

- 22.1 WPD may be required to request a Statement of Works from NGET in order to ascertain the effects of the generator proposals on the transmission system. On receipt of this request, NGET will consider whether or not a modification application is required. NGET fees for a Statement of Works and a modification application are payable in advance.
- 22.2 The Customer shall be responsible for the initial advance payments and any further additional fees as required. These fees are not included in this Connection Offer and will be notified to the Customer upon confirmation from NGET at the time of application.
- 22.3 The Customer shall be responsible for the costs of any works required on the transmission system as a result of the modification application.

WPD
General Conditions For Connection Works ("The Conditions")

1. Definitions and Interpretation

1.1 All words and expressions defined in the Offer Letter and the Specific Conditions (if any) shall, unless the context otherwise requires, have the same meanings in these General Conditions.

1.2 Unless the context otherwise requires, the following words have the following meanings:

"Act" means the Electricity Act 1989 as amended from time to time.

"Agreement" means these General Conditions, the Offer Letter, the Specific Conditions, the Characteristics and Charge Statement or Letter of Acceptance each signed by the Customer and any schedule or annexure to the Offer Letter, and any other document in agreed form.

"Characteristics and Charge Statement" means the electrical characteristics of the proposed connection at the Connection Point and details of the Connection Charge to be completed and signed by the Customer confirming the Customer's acceptance to the terms of the Connection Offer and concluding the contract between the parties in respect of the subject matter of this Agreement.

"Conditions Precedent" means the conditions which must be fulfilled prior to the commencement of the Connection Works and continue to be fulfilled for the duration of the Agreement, as detailed in clause 2 and the Specific Conditions, if applicable.

"Connection Equipment" means all electric lines, materials, structures, equipment, plant, cables and apparatus necessary for the supply of electricity to or from the Connection Point, which forms part of the Distribution System.

"Connection Point" means the point of connection at which a supply of electricity may flow between the Distribution System and the Customer's Installation upon Energisation.

"Connection Works" means the works carried out by WPD under this Agreement as more particularly set out in the Specific Conditions.

"Contestable Connection Works" means the works that the Customer has an option to carry out itself or by appointing a contractor as more particularly described in the Specific Conditions.

"Customer's Installation" means any electric lines, materials, structures, equipment, plant, cables and apparatus (not being Connection Equipment) installed or to be installed by the Customer, owned or operated, used or to be used by the Customer and connected or to be connected to the Distribution System pursuant to this Agreement (including, without limitation the Customer's distribution network or generating plant).

"Customer Works" means any works to be carried out by the Customer or the Customer's contractor including, without limitation Contestable Connection Works as set out in the Specific Conditions.

"Distribution System" means WPD's electricity distribution system.

"Energisation" means the movement of any switch or the insertion of any fuse or the taking of any other step so as to enable an electrical current to flow to or from the Distribution System through WPD's Connection Equipment to and, where applicable, from the Customer's Installation at the Connection Point and **"Energise"** shall be construed accordingly.

"Event of Force Majeure" means an event beyond the reasonable control of a party including but not limited to acts, defaults or omissions of sub-contractors, strike, lock out or other form of industrial action, other than by a party's own employees or agents, act of God, fire, explosion or flood, any third party obstruction preventing access to the Premises, theft and malicious damage or an electrical system emergency, provided that no event shall be treated as an Event of Force Majeure if it is attributable in whole or part to any wilful act or omission or any failure to take reasonable precautions by the affected party.

"Letter of Acceptance" means the letter in the form attached to the Offer Letter to be completed and signed by the Customer confirming the Customer's acceptance to the terms of the Connection Offer and concluding the contract between the parties in respect of the subject matter of this Agreement.

"Non-contestable Connection Works" means that part of the Connection Works which will always be carried out by WPD and which the Customer is not entitled to carry out itself or through an appointed contractor as more particularly set out in the Specific Conditions.

"Premises" the premises or development (including, without limitation, any land, building or structure, owned or occupied by the Customer) where or in relation to which the Connection Works are to be carried out.

1.3 In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or other statutory provision includes:
 - (i) any subordinate legislation (as defined in Section 21(1) Interpretation Act 1978) made under it;
 - (ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and
 - (iii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;

- (c) references to:
 - (i) any party include its permitted successors in title and permitted assigns;
 - (ii) clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear;
- (d) the headings are for convenience only and shall not affect the interpretation of this Agreement.

2. Commencement of Connection Works and Conditions Precedent

- 2.1 As soon as reasonably practicable after WPD has received the Customer's acceptance of the Connection Offer, the parties shall agree in writing a date for commencement of the Connection Works.
- 2.2 WPD shall be under no obligation to commence the Connection Works until the following Conditions Precedent have been met:
 - (a) the Customer has:
 - (i) entered into the Agreement, pursuant to the Connection Offer, by WPD by completing, signing and returning the Letter of Acceptance or Characteristics and Charge Statement, as appropriate;
 - (ii) completed any necessary civil works, civil engineering or building works that are necessary to enable the Connection Works to commence;
 - (iii) complied with its obligations under clauses 3 and 4.1; and
 - (iv) made any initial payments required under the Offer Letter or Specific Conditions; and
 - (b) WPD has, at its normal rates, obtained all necessary easements, leases and transfers as well as any off site third party wayleaves and consents to lay its cables or construct an overhead line connection. Should any of these not be granted, or granted on terms in excess of WPD's normal rates, the Connection Charge may be revised to take account of any additional cost to WPD.
- 2.3 If any of the Conditions Precedent have not been met by either party or waived by WPD within (6) months of the date of the Offer Letter, the Agreement shall automatically expire without prejudice to any accrued rights or obligations to either party under it.
- 2.4 The Customer shall not in any way obstruct or impede Connection Works or the delivery of any Connection Equipment to the Premises, and shall use its reasonable endeavours to procure that its sub-contractors or agents shall not in any way obstruct or impede the Connection Works or the delivery of any Connection Equipment to the Premises so as to prevent WPD from, or hinder or delay WPD in performing its obligations under this Agreement.
- 2.5 WPD shall use its reasonable endeavours to complete the Connection Works within the timescales laid out under the Offer Letter or Specific Conditions. This

period for completion shall be extended to the extent that progress of the Connection Works is delayed as a consequence of any act or omission on the part of the Customer, its agents or sub-contractors or a Distribution System emergency.

3. Property Matters

- 3.1 Where the Customer is the owner of the Premises or any adjacent land on which the Connection Works are to be carried out it shall, where reasonably required, and at the request of WPD, for the sum of £1:
 - (a) grant an easement in perpetuity to WPD to carry out the Connection Works and install, lay, repair, replace, renew, alter and maintain the Connection Equipment; and
 - (b) enter into a lease for a term of 99 years for the benefit of WPD of any part or parts of the Premises for the siting, repairing, maintenance and access to the accommodation and the Connection Equipment, or
 - (c) transfer the Customer's ownership in an acceptable form to WPD of any part or parts of the Premises for the siting, repairing, maintenance and access to the accommodation and/or Connection Equipment.
- 3.2 Where the Customer owns a leasehold interest in the Premises or any adjacent land the Customer shall, where reasonably required, and at the request of WPD, for the sum of £1:
 - (a) grant an easement to WPD for a term of years expiring one day before the end of Customer's interest in the Premises for the benefit of WPD to carry out the Connection Works and install, lay, repair, replace, renew, alter and maintain the Connection Equipment and;
 - (b) enter into a lease with WPD for a term of years expiring one day before the end of Customer's leasehold interest in the Premises for the benefit of WPD of any part or parts of the Premises for the installation, laying, siting, repairing, replacement, renewing, altering, maintenance and access to the accommodation and the Connection Equipment;

provided that WPD shall not be required to enter into the documents set out in 3.2(a) or 3.2(b) until the Customer has obtained the consent of the freehold owner to such documents.
- 3.3 Where the Customer owns neither the freehold or the leasehold interest in the Premises or the adjacent land the Customer shall use reasonable endeavours to procure that the owner of the freehold interest of the Premises and the adjacent land enters into documents set out in clause 3.1 for the benefit of WPD.
- 3.4 Where the Customer is the owner or occupier of the Premises or the adjacent land, the Customer shall indemnify WPD from and keep WPD fully indemnified against any proceedings, claims, demand, costs, charges and expenses WPD incurs as a result of the Customer's failure to grant or obtain for WPD the appropriate easement or property rights to carry out the Connection Works and to install and maintain the Connection Equipment.

- 3.5 WPD may, in its discretion, carry out the Connection Works if it has obtained a wayleave to do so in lieu of any easements. The acquiring of any wayleaves shall not diminish the duties and obligations on the Customer pursuant to this clause 3.
- 3.6 If the Customer or a third party prevents WPD from entering the Premises, adjacent land or other land with the result that WPD is unable to carry out the Connection Works, or the Connection Works are suspended on the Customer's instruction for which WPD is not responsible or due to alterations to the layout of the Premises, WPD shall not be deemed to be in breach of this Agreement and any additional costs reasonably incurred by WPD in consequence thereof shall be added to the Connection Charge.
- 3.7 The Customer shall except and reserve out from the conveyance/lease to the purchaser/lessee of the Premises, full right and liberty for WPD to place/install electric lines through the property conveyed or leased and thereafter to use, inspect, repair, replace, alter, maintain and renew the same provided that WPD shall make good any damage caused as soon as practicable and shall not break open the surface of any land covered by a building.
- 3.8 Any legal costs incurred in conveying any part of the Premises to WPD shall be apportioned between the parties in accordance with the Specific Conditions.

4. Compliance, consents, safety and access

- 4.1 The Customer shall:
- (a) before the time specified for delivery of any of WPD's Connection Equipment to the Premises, obtain all consents and approvals in connection with the regulations and by-laws of any local or other authority which shall be applicable to the Connection Works on the Premises;
 - (b) provide all accommodation, equipment, buildings, structures, foundations, approaches or work equipment of the quality specified in the Specific Conditions, if any;
 - (c) ensure that the 'Co-ordinator' and the 'Principal Contractor' as defined by the Construction (Design & Management) Regulations 2007 ("CDM Regulations") carry out all their duties and obligations as set out in the CDM Regulations;
 - (d) at all times provide and maintain suitable access to the Premises for the purposes of carrying out the Connection Works or delivering, installing, laying, repairing, replacing, renewing, altering, or maintaining the Connection Equipment and on production of written identity the Customer shall allow any WPD representative to enter the Premises provided that such visits are made during normal working hours (being between 07:00-19:00 hrs, Monday to Friday except for bank holidays); and at other times with the Customer's consent.
- 4.2 Each party shall take all reasonable steps to ensure the safety of the other party's employees, sub-contractors and agents while the Connection Works are in progress or while WPD is maintaining or repairing the Connection Equipment.

- 4.3 WPD shall not be under any obligation to commence or continue to provide the Connection Works unless it is reasonably satisfied that each part of the Customer's Installation is so constructed, installed, protected and used so far as is reasonably practicable to prevent danger, and not to cause interference with the Distribution System.

- 4.4 The inspection, non-inspection or non-rejection of the Customer's Installation by WPD shall not constitute any warranty or representation express or implied as to the adequacy, safety or other characteristics of the Customer's Installation.

5. Performance of Connection Works

- 5.1 WPD shall:
- (a) perform the Connection Works with reasonable skill and care and in accordance with the terms of this Agreement; and
 - (b) provide such information as is reasonably required by the Customer from time to time to keep the Customer informed of the progress of the Connection Works.
- 5.2 WPD specifically excludes all warranties, express or implied, including but not limited to any implied term, condition, representation or warranty of satisfactory quality or fitness for a particular purpose, that the Connection Works or Connection Equipment will meet the Customer's requirements except those that cannot be excluded at law.

6. Connection Charges and payment

- 6.1 The Customer will pay to WPD the Connection Charge. The Connection Charge has been determined on the basis that WPD will provide the Non-contestable Connection Works and those Contestable Connection Works, if any, as identified in the Specific Conditions. If the Customer wishes to provide some or all the Contestable Connection Works it shall first satisfy WPD that it (or its appointed contractor) has the necessary competence and experience to carry out such Contestable Connection Works properly and safely.
- 6.2 If WPD is unable to complete the Connection Works within the estimated timescales set out in the Offer Letter or Specific Conditions due to any act, default or omission by the Customer, its employees, agents or sub-contractors or the Customer's breach of the Agreement or breach of statutory duty, WPD reserves the right to increase the Connection Charge to recover any costs incurred by it as a result of such delay.
- 6.3 Payment of the Connection Charge shall be made in accordance with the Offer Letter or Specific Conditions. WPD shall invoice the Customer the amount stated. The Customer shall pay WPD within 28 days of receipt by the Customer of such invoice.
- 6.4 If the Customer makes any late payment of the Connection Charge or any part of it WPD may, at its discretion, suspend the Connection Works or postpone their commencement.
- 6.5 Without prejudice to any other rights and remedies which WPD may have, if the Customer fails to pay WPD by date an invoice is due, WPD may charge interest at a rate of 5% over the base rate of the Lloyds TSB, until it

receives full payment of such invoice in cleared funds from the Customer.

- 6.6 WPD shall be under no obligation to Energise the Connection Point prior to receiving full and final payment of the Connection Charge in cleared funds from the Customer. Full payment of the Connection Charge shall be due in accordance with the payment terms set out under the Offer Letter or Specific Conditions and in any event at least 7 days prior to the Energisation date.

- 6.7 Where under this Agreement any party agrees to pay to any other party any sum or to furnish to any other party consideration which (in either case) is consideration for a taxable supply that sum or consideration shall be exclusive of Value Added Tax payable on it and the recipient of the supply shall pay an amount equal to such Value Added Tax in addition to any sum or consideration on receipt of a valid Value Added Tax invoice from the relevant party.

- 6.8 WPD shall be entitled to require security from the Customer before the commencement of the Connection Works.

7. Ownership, use and removal of Connection Equipment

- 7.1 The Connection Equipment shall be installed in a position agreed by WPD.
- 7.2 The property in the Connection Equipment shall remain with WPD who may use it to connect its other customers.
- 7.3 If prior to the Connection Works being completed, WPD or the Customer cancels the Connection Works or part of them WPD may require the Customer, (at no cost to WPD), to assist WPD in removing the Connection Equipment and to pay within 7 days to WPD the amount of any expenditure reasonably incurred by WPD in the expectation of the performance of such Connection Works or part of them, or otherwise arising in consequence of such cancellation to the extent not yet invoiced.

8 Customer Works and Customer Installation

- 8.1 The Customer shall carry out all Customer Works with reasonable skill and care and in accordance with all applicable laws, rules and regulations.
- 8.2 WPD shall be under no obligation to permit the Customer's Installation to be connected directly or indirectly to the Distribution System unless it is satisfied that:
- (a) it will not cause danger or damage to, or undue interference with the Distribution System or the electricity supply to any third party; and
 - (b) if applicable, the Customer has done everything necessary to lawfully operate and use the Customer's Installation for export of electricity to the Distribution System.

- 8.3 The Customer shall produce such evidence as may be reasonably required by WPD to show that the Customer has complied with its obligations under clause 8.2 above.

- 8.4 Save where express written representations are made by WPD or where the relevant works are carried out by WPD, neither by inspection, Energisation, connection nor in any other way does WPD give any guarantee or warranty, expressed or implied, as to the adequacy, safety or any other characteristic of the Customer's Installation or anything connected to it directly or indirectly (save for any Connection Equipment). WPD shall be under no obligation to carry out any repair or maintenance to the Customer's Installation.

9. EU Procurement Regulations

Where the EC Procurement Regulations apply to the procurement by WPD of works, goods or services which are necessary to carry out the Connection Works, WPD shall comply with such Regulations and provide any details reasonably required by the Customer to prove such compliance.

10. Liability

- 10.1 Each party accepts unlimited liability for death or personal injury caused by its negligence.
- 10.2 WPD's aggregate liability for physical damage to the Customer's tangible property (save where provided in clause 10.3) resulting from any act, default or omission (whether negligent or otherwise) of WPD, its employees, agents or sub-contractors, or from WPD's breach of the Agreement or breach of statutory duty, shall be limited to £5,000,000 per event or series of connected events.
- 10.3 WPD shall have no liability whatsoever, arising in contract, tort (including negligence) or breach of statutory duty, for any:
- (a) defect, malfunction or otherwise in the Customer's electrical equipment or the Customer's Installation, if applicable;
 - (b) defects in the Connection Equipment and the Distribution System which are a result of any Customer Works;
 - (c) loss of profit, business, contract, revenue, opportunity, goodwill, use of software or data, anticipated savings or for any administrative and overhead costs;
 - (d) indirect or consequential loss; and
 - (e) loss arising from any claim made against the Customer by any other person, unless such loss results directly from WPD's negligence or breach of contract in which event WPD's liability shall be limited to £5,000,000 per event or series of connected events.
- 10.4 Nothing in this clause 10 shall exclude or restrict or otherwise prejudice or affect the rights, powers, duties and obligations of either party which are conferred or created by the Act, WPD's distribution licence or the Electricity Safety, Quality and Continuity Regulations 2002, as amended.

11. Force Majeure

11.1 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay or non-performance of any of its obligations (other than any payment obligations) under this Agreement to the extent that such delay or non-performance is due to an Event of Force Majeure. Such obligations shall be suspended while the Event of Force Majeure continues.

11.2 The party affected by an Event of Force Majeure shall immediately notify the other party in writing of the nature and extent of the Event of Force Majeure and the affected party shall use all reasonable endeavours to mitigate its effects.

11.3 If the Event of Force Majeure continues for more than 2 calendar months, the unaffected party shall be at liberty to terminate this Agreement with immediate effect by giving written notice on the other. The service of such notice shall be without prejudice to any rights or obligations that have accrued prior to termination.

12. Termination

12.1 The Customer may by 30 days' prior notice in writing terminate the Agreement at any time without cause.

12.2 Either party may by notice in writing terminate the Agreement with immediate effect at any time if the other party commits a material breach of the Agreement provided that where such breach is capable of remedy the party in breach has been advised in writing of the breach and has not rectified it within thirty (30) days of receipt of such advice/notice. For the purposes of this sub-clause a breach shall be considered capable of remedy if time is not of the essence in performance of the obligation and if that party can comply with the obligation within the 30 day period.

12.3 WPD may by notice in writing terminate the Agreement with immediate effect on or at any time on the happening of any of the following events:

- (a) the passing of a resolution for the Customer's winding-up or the making by a court of competent jurisdiction of an order for the winding-up or the dissolution of the Customer;
- (b) the making of an administration order or the appointment of an administrator under the out-of-court procedure under the Enterprise Act 2002 or the appointment of a receiver or an administrative receiver over, or the taking possession or sale by an encumbrancer of, any of the Customer's assets;
- (c) the Customer making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally;
- (d) the Customer ceasing to do business at any time for 30 consecutive days; or
- (e) WPD being unable to commence the Connection Works within two (2) months from the date agreed between the parties due to any act, default or

omission (whether negligent or otherwise) by the Customer, provided that such date shall not be earlier than 6 months from the date of this Agreement.

12.4 On Energisation this Agreement shall automatically expire save as set out in clause 13.

12.5 The provisions of this clause 12 are without prejudice to any other right or remedy either party may have against the other for breach or non-performance of this Agreement.

13. Consequences of Termination

13.1 All rights and obligations of the parties shall cease to have effect immediately upon expiry or termination of this Agreement except that termination shall not affect:

- (a) the accrued rights and obligations of the parties at the date of termination or expiry; and
- (b) the provisions contained in clauses 7, 8, 13, 15, 17, 18, and 19 which shall survive the expiry or termination of this Agreement howsoever caused and shall continue in full force and effect.

13.2 If on termination of the Agreement any staged payments made by the Customer exceed the actual costs incurred by WPD in carrying out the Connection Works up to and including the date of termination, WPD shall issue a credit note in respect of such excess amount and reimburse the Customer accordingly, provided that WPD shall have the right to set off from such amount any sums due to WPD by the Customer under this Agreement.

14. Variation

14.1 Each party shall be entitled to propose variations to the terms of this Agreement provided no purported variation to the Agreement shall be effective unless it is in writing and signed on behalf of both parties.

14.2 The Connection Charge shall be adjusted by such an amount as is reasonable to reflect the increased or, as the case may be, decreased cost to WPD of meeting its obligations under this Agreement as a result of the variation.

14.3 If the parties are unable to agree a proposed variation, the parties shall attempt to resolve the matter in accordance with the internal dispute resolution procedure set out in clauses 15.1 and 15.2. If the senior representatives of the parties fail to resolve the matter, neither party shall have any obligation to implement the variation.

15. Dispute Resolution

15.1 Subject to clause 15.4 if a dispute arises out of or in connection with this Agreement, the parties shall:

- (a) within 7 days of written notice of the dispute being received by the receiving party in good faith seek to resolve the dispute through negotiations between the parties' senior representatives who have the authority to settle it;
- (b) not pursue any other remedies available to them until at least 28 days after the first written notification of the dispute.

15.2 The appointed representatives shall use all reasonable endeavours to resolve the dispute.

15.3 Nothing in this clause 15 shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary to avoid irreparable damage.

16. Assignment

16.1 This Agreement shall be binding on and enure for the benefit of the successors in title of the parties but, except as set out in sub-clause 16.2, shall not be assignable by either party without the prior written consent of the other. In addition, a party to this Agreement may not hold the benefit of the Agreement or any rights under it on trust for any third party or parties.

16.2 WPD may assign the benefit of this Agreement to any company within its Group. For the purposes of this Agreement, "Group" means a company's subsidiaries, its holding companies and any subsidiaries of such holding companies, "subsidiary" and "holding company" having the meanings ascribed to those terms in Section 1159 of the Companies Act 2006.

17. General

17.1 This Agreement and any documents referred to in this Agreement set out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

17.2 To the extent that any of the provisions in these General Conditions conflict with the provisions in the other documents which constitute this Agreement, the order of precedence shall be as follows:

- (a) the Specific Conditions;
- (b) the Characteristics and Charge Statement, or Letter of Acceptance (as appropriate) as signed by the Customer;
- (c) the Offer Letter; and
- (d) these General Conditions.

17.3 To the extent that any provision of this Agreement is found by any court or competent jurisdiction to be invalid, unlawful or unenforceable it shall not affect the enforceability of the remainder of the Agreement.

17.4 No single or partial exercise or failure or delay in exercising any right, power or remedy by either party shall constitute a waiver by that party of, impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

17.5 No express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third parties) Act 1999 by any person who is not a party to it.

17.6 Joint and several liability

- (a) where any liability or obligation is undertaken by two or more persons, the liability or obligation of each of them shall be joint and several;
- (b) the release or compromise in whole or in part of the liability of or grant of any time or indulgence to any

one or more of joint and several obligors shall not affect the liability of the other or others.

18. IP rights and confidentiality

18.1 All rights in the design, specification, plans or drawings contained or accompanying this Connection Offer belong to and remain with WPD and shall not be used by the Customer or any other person without WPD's written consent.

18.2 All data and information acquired or reviewed by the parties in connection with this Connection Offer is confidential and shall not be divulged to any third party without the prior written consent of the other party except insofar as may be required by law.

19. Notices

19.1 Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first class post, prepaid recorded delivery or facsimile to the address of the party as set out in this Agreement or as otherwise notified in writing from time to time.

A notice shall be deemed to have been served:

- (a) at the time of delivery if delivered personally;
- (b) 48 hours after posting; or
- (c) 2 hours after transmission if served by facsimile on a Business Day prior to 3 pm or in any other case at 10 am on the Business Day after the date of despatch.

19.2 A party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement.

20. Governing law and jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of England and Wales and subject to clause 15 the parties irrevocably submit for all purposes to the exclusive jurisdiction of the courts of England and Wales.

Letter of Acceptance

To:

From:

Western Power Distribution (xxxxx) plc
Primary System Design
[Office Address 1]
[Office Address 2]
[Office Address 3]

[Customer Name]
[Customer Address 1]
[Customer Address 2]
[Customer Address 3]
[Customer Address 4]

FAO []

Tel. No. []

Our Ref: [enquiry no.]

Your Ref: []

Connection Offer for an electricity connection at [enter premises address]

We accept the terms of your Connection Offer dated [enter Connection Offer date] for:

Option 1 – WPD to undertake:

Non-contestable Works

PRF Contestable Works

Contestable Works

☐

Option 2 – WPD to undertake:

Non-contestable Works

PFR Contestable Works

☐

Option 3 – WPD to undertake:

Non-contestable Works

[Please tick as appropriate]

☐

We confirm that we do require you to provide a Maximum Import Capacity of [] kVA and a Maximum Export Capacity of [] kVA.

We accept responsibility for all reasonable costs that WPD may incur as a result of our termination of this Agreement or any variation, cancellation of the Connection Works and agree that outstanding costs will then be invoiced by WPD for immediate payment.

Signed:

.....

for and on behalf of the Customer

Full Name.....

Designation

Dated

(THIS MUST BE SIGNED BY AN AUTHORISED PERSON)

[Delete unless specifically required]

Project Definition Phase Construction (Design and Management) Regulations 2007 Health, Safety and Environment Information		
Site Address		
Potential Hazard/Risk	What action is being taken to address this potential risk? By whom and when?	Are further details attached <small>*Please delete as appropriate</small>
Asbestos		yes/no*
Air Pollution		yes/no*
PCBs		yes/no*
Oil Spillage		yes/no*
Noise		yes/no*
Working at Height		yes/no*
Confined Spaces		yes/no*
Demolition		yes/no*
Hot Work		yes/no*
Uneven Ground		yes/no*
Deep Excavation		yes/no*
Limited Access/Egress		yes/no*
Street Works		yes/no*
Heavy Plant		yes/no*
Vehicle Access		yes/no*
Parking/Traffic		yes/no*
Site Security		yes/no*

Earthing System		yes/no*
Other Utilities		yes/no*
Overhead Lines		yes/no*
U/G Cables		yes/no*
Rail Track		yes/no*
Space Restrictions		yes/no*
From Adjacent Sites		yes/no*
To Adjacent Site		yes/no*
Environment: Flammable/Explosive Corrosive/Dusty/Wet* Invasive Plants Protected Species eg Bats		yes/no*
Radon		yes/no*
Mining		yes/no*
Mine Workings		yes/no*
Ground Contamination		yes/no*
Other hazard(s)		yes/no*
		yes/no*
		yes/no*

<p>Is the development subject to notification under the CDM Regulations 2007?</p> <p>If yes, please provide a copy of the F10 and where available the Pre-Construction Health and Safety Information.</p> <p>N.B. WPD will take on duties of the “Client”, and where applicable the “CDM Coordinator” and “Principal Contractor” for the installation of our equipment</p>	yes/no*
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Signature: Print Name:..... Date:

Designation: (if signing for a Company):.....Company:

Legal Fees

1. The Connection Charge stated in this Connection Offer is:
 - 1.1 inclusive of the costs incurred by WPD specialist staff in negotiating consents from third parties in the form of wayleaves, easements or transfers (where such consents are required); and
 - 1.2 exclusive of the costs for professional services provided by our solicitors for the transfer of any 'on-site' land rights (where such professional services are required.)
2. Should you choose to accept this Connection Offer and a transfer is required, we will instruct our solicitor to confirm the estimated cost for the transfer within their initial correspondence to you. Our solicitor will recover these costs directly from you or your appointed legal representative.
3. For guidance purposes only, our solicitors will normally charge in the region of £675 - £800 + VAT and disbursements. For more complicated or larger schemes these costs may increase.
4. Should you accept this Connection Offer please complete the form below and return it with your acceptance in order to help us progress the legal aspects of the connection.

Land owner(s) details	
Land owners name(s):	
Telephone/mobile:	
E-mail:	
Address:	

Legal representative details	
Legal representative acting for land owner(s):	Company Name:
	Contact name:
Telephone/mobile:	
E-mail:	
Address:	