

Mr Smith  
Building  
Street  
Town  
Postcode

Primary System Design  
Herald Way  
Pegasus Business Park  
East Midlands Airport  
Castle Donington  
DE74 2TU

Telephone: 01332 XXXXXX

Our ref  
00000000

Date  
XX/XX/XXXX

Dear Mr Smith

**Alternative Connection Offer for an active constrained electricity connection at Location by Western Power Distribution East Midlands plc ("WPD")**

Thank you for your application requesting an Alternative Connection Offer to make a new electricity connection/augment the existing electricity connection to the Premises.

In addition to our standard Connection Offer 01/01/2015 made pursuant to and in accordance with the provisions of WPD's Distribution Licence (the "**Standard Connection Offer**"), I am pleased to provide this alternative connection offer to carry out the Connection Works for the Customer (the "**Alternative Connection Offer**") on the basis of an active constrained electricity connection. This Alternative Connection Offer, which is based on WPD's understanding of the information provided by the Customer, comprises this letter (the "**Alternative Offer Letter**") and the following documents:

- a. Specific Conditions for Connection Works;
- b. General Conditions for Connection Works;
- c. Plan "Location Geographic Cable Route v1 and EHV POC 01\_01\_15 v1" dated 01/01/2015 showing WPD's existing Distribution System, Point of Connection location and Premises;
- d. a single line diagram "Generator SLD and EHV POC 01\_01\_15" showing WPD's existing Distribution System and Point of Connection location;
- e. a breakdown of the Connection Charge
- f. the Letter of Acceptance (a form of which is attached), once signed by the Customer; and
- g. a Health and Safety Questionnaire to be completed by the Customer; and
- h. Three constraint analysis studies (Study 1, Study 2 and Study 3)

This Alternative Connection Offer is made with the intention of providing a lower cost connection, in exchange for the facility for WPD to constrain the connection when required. Where more than one active constrained connection contributes to the same network constraint, when required WPD will constrain these on the basis of 'last in, first off' (LIFO).

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. Please ensure that you read the aforementioned documents carefully.

**Provision of the Connection Works**

This Connection Offer contains two options for Connection Works, Option 1 and Option 2. These options are mutually exclusive and you may only accept one of them.

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

The Connection Charges stated within each option under this Connection Offer are broken down into contestable and non-contestable elements and are based on WPD undertaking the Non-contestable Connection Works and any Contestable Connection Works specified in clauses 3.2 and 3.3 of the Specific Conditions for Connection Works.

The Customer (or the Customer’s appointed Connection Provider) will undertake the Contestable Connection Works specified in clause 3.3.5 of the Specific Conditions for Connection Works.

**Acceptance of the Standard Connection Offer or the Alternative Connection Offer**

The Standard Connection Offer and this Alternative Connection Offer are mutually exclusive and you may only accept one of them. On acceptance of the Standard Connection Offer this Alternative Connection Offer will automatically expire. On acceptance of this Alternative Connection Offer the Standard Connection Offer will automatically expire.

**The Duration of the Alternative Connection Offer**

This Alternative Connection Offer will (unless WPD agrees otherwise with you in writing) automatically expire on the earlier of:

- (a) **ninety days** from the date of this Alternative Offer Letter; or
- (b) the acceptance of the Standard Connection Offer.

**Curtailement under normal running conditions**

A study has been completed to assess the level of curtailment of this connection under normal running conditions. This study is based on recent historic trends and predicted generation output. Further details on the assumptions can be made available on request.

Estimated worst case with all generation at maximum output and a reduction in current demand by 25%	Estimated XX.X% Energy constrained from 219,150MWh output over 30 months (Jan 12-June 14)
Estimated current scenario with historical load and	Estimated XX.X% Energy constrained

idealized generation profiles	from 76,702MWh output over 30 months (Jan 12-June 14)
Estimated current scenario with historical load and idealized generation profiles with the smart grid technologies working on Project XXXXXX.	Estimated XX.X% Energy constrained from 76,702MWh output over 30 months (Jan 12-June 14)

WPD has used historical load data, outage data, fault data and profiles for new and existing generators to provide an estimated level of constraints for this connection under two different scenarios. For the avoidance of doubt, WPD does not guarantee any level of duration or frequency of curtailment or constraints. The Customer is strongly encouraged to conduct their own assessment of the potential curtailments / constraints and risk associated with an alternative connection.

### **Last In, First Out Position (LIFO)**

Where more than one connection within a given section of network needs to be curtailed then the connections shall be curtailed in order, with the last comer being curtailed first and the first comer being curtailed last. When the network limitation is lifted then the connections are restored to normal in the opposite order, i.e. the first comer is restored first and the last comer is restored last. This principle is known as Last In First Out (LIFO). Where a group of connections are handled in this way they are known as a LIFO stack.

The LIFO position number indicates the number of generators connected through alternative connections ahead of you in the LIFO queue.

Your generator will hold the following LIFO position:           XX

The following generation is above you in the LIFO queue:

Generation Type	Generation Capacity (MW)	Number of Connections
Wind	X	X
Solar	X	X
Synchronous/Other	X	X

### **Acceptance**

If you would like to accept this Alternative Connection Offer and confirm your acceptance to the terms therein please sign the enclosed Letter of Acceptance (confirming which option you wish to accept), the Letter of Indemnity and completed Health & Safety Questionnaire and return them to the above address. Once we receive the signed Letter of Acceptance the Alternative Connection Offer will be known as the "Agreement" and we will ask you to make an initial payment to cover our immediate costs. 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. All provisions in the Specific Conditions which relate to the option that you have not accepted shall not form part of the Agreement.

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](mailto:WPDMapResponse@westernpower.co.uk)

If you have any queries or are not satisfied with the terms of this Alternative 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](http://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

Planner  
Primary System Design

Western Power Distribution East Midlands plc

**Important:**

**All rights in the design, specification, plans or drawings or any other document contained or accompanying this Alternative 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 Alternative 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 Special Conditions for Connection Works.

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

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

**“Customer”** means Mr Smith (Company No.XXXXXX)

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

### 2. Basis of the Alternative Connection Offer

#### 2.1 Customer’s Installation

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

- 5 x 2MVA (2MW), generation; and
- 5 x 2MVA, 33/0.650kV transformers

#### 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: 10,000 kVA @ 0.95 Power Factor

Maximum Import Capacity: 150 kVA @ 0.96 Power Factor

**Please refer to paragraph 2.5.2. for full details of export.**

Acceptable Power Factor Bandwidth for Export Capacity: Unity with transient excursions to 0.95 lagging and leading power factor being accepted (subject to agreement of National Grid Electricity Transmission plc (NGET)).

Acceptable Power Factor Bandwidth for Import Capacity: 0.95 lag to 0.95 lead

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, which is available on WPD's website: [www.westernpower.co.uk](http://www.westernpower.co.uk)

## **2.3 Connection Point and Point of Connection**

2.3.1 The Connection Point will be the 33,000V cable gland on the Customer's side of WPD's 33,000V metering unit. 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. 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.

2.3.2 The Point of Connection to WPD's existing Distribution System will be on the 33kV XXXXXXXX circuit at pole XXXXXXXXX.

## **2.4 Security of Supply - Non-Firm Connection Scheme**

2.4.1 WPD has based its design and costs on a single circuit connection. As a condition of the Alternative 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.

2.4.2 At times of abnormal Distribution System configuration 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 Identified Generator Export Constraints**

Note: This is not an exhaustive list

2.5.1 Generation may be constrained off under abnormal system running conditions. These constraints may include but are not limited to:

- A Substation A 400/132kV super grid transformer outage (planned or unplanned)

- Switchgear outages (planned or unplanned) at Substation A 132kV substation
- A 132kV circuit outage (planned or unplanned) on either the Substation A to Substation B No.1 or No.2 circuits
- Switchgear outages (planned or unplanned) at Substation A 132kV substation
- Switchgear outages (planned or unplanned) at Substation B 132kV substation
- A Substation B grid transformer outage (planned or unplanned)
- 33kV circuit or 33/11kV transformer outages (planned or unplanned) that cause demand transfers to be implemented from the Substation B 33kV group having the effect of reducing the minimum demand on the Substation B 33kV substation.
- 33kV circuit or 33/11kV transformer outages (planned or unplanned) that cause demand transfers to be implemented from 33kV feeders having the effect of reducing the minimum demand on 33kV circuits.
- An outage (planned or unplanned) of the ANM system or associated Customer owned communication systems or Company owned communication systems.

**2.5.2 Generators may be constrained off under the active network management scheme when their output exceeds the ability of the Distribution System to absorb the generated energy. This will typically occur when a number of generators' output is high and, at the same time, distribution system demand is low – leading to either voltage, thermal or protection issues on the network.**

## **2.6 Fault Level at the Connection Point**

2.6.1 WPD's connection proposals are based on a maximum generator plant capacity of 9.9 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           XX.XkA Make (Asymmetrical Peak @ 10ms - Make); and**
- **L-L-L-G           X.XkA Break (RMS Symmetrical @ 100ms - Break);**

2.6.2 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 on information provided to date, is that no remedial works will be necessary.

2.6.3 Please note that WPD will 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.

- 2.6.4 Transient and steady state stability studies are required to be carried out prior to any construction works or orders being placed. This Alternative 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 Alternative 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.
- 2.6.5 The Alternative Connection Offer is subject to final Distribution System studies when full generator plant information is known.

## **2.7 Cost apportionment for reinforcement works**

- 2.8 The Non-contestable Connections Works charge identified under each option in section 3 below includes an amount for reinforcement of WPD's shared use Distribution System. The cost of these works is apportioned between the Customer and WPD in accordance with our charging methodology 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](http://www.westernpower.co.uk). The Customer's contribution toward the cost is calculated using the following formula to determine the Cost Apportionment Factor (CAF):

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

$$\frac{10}{42} \times 100 = 23.8\%$$

- 2.9 The above calculated CAF only applies to those reinforcement costs up to the high-cost project threshold of £200/kW, i.e. 200 x 10,000 = £2,000,000. All reinforcement costs in excess of this value are charged to the Customer in full.

## **3. Outline of the Connection Works**

- 3.1 The Alternative Connection Offer provides the Customer with two mutually exclusive options for Connection Works.

### **3.2 OPTION 1**

The first option is for WPD to undertake both the Non-Contestable and the Contestable Connection Works.



### **3.2.1 Non-contestable Connection Works undertaken by WPD**

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

- undertake an overhead line survey to design the tee-off configuration
- impose a new stout pole with pin insulators into the existing 33,000V overhead line complete with a cross-arm and two backstays in tandem
- erect 30m of 33,000V overhead line from the tee-off pole to the section pole
- erect a stout section pole with a lightweight 33,000V ABI
- 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
- at Substation B 132kV substation, the installation of the ANM overarching controller and associated small wiring exchange box.
- within the Customer's premises (exact location to be agreed), the installation of an ANM individual controller and associated small wiring exchange boxes.
- installation of ANM.
- install Telecontrol and ANM DC batteries and charger,

### **3.2.3 Contestable Connection Works undertaken by WPD**

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

- lay approximately XXXm of 185mm<sup>2</sup> EPR 33,000V underground cable to the Connection Point substation. All excavation, cable installation, backfill and reinstatement of the cable route shall be undertaken by WPD. The proposed cable route is as per Plan "Location Geographic Cable Route v1" and "EHV POC 01\_01\_15 v1" Dated 01/01/2015.
- 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

### **3.2.5 Connection Charge**

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

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

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

Non-contestable Assessment & Design Fees :	<b>£XX, XXX.XX</b>
Non-contestable Connection Works:	<b>£XXX, XXX.XX</b>
Contestable Connection Works:	<b>£XXX,XXX.XX</b>

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

### **3.2.8 Payment**

3.2.9 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	£25,000
Prior to order of plant	£XXX,XXX
Prior to WPD Connection Works commencing	£ XXX,XXX
Prior to Energisation	£ XXX,XXX

3.2.10 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.

### **3.3 OPTION 2**

The second option is for WPD to undertake only the Non-Contestable Connection Works.

#### **3.3.1 Non-contestable Connection Works performed by WPD**

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

- undertake an overhead line survey to design the tee-off configuration
- impose a new stout pole with pin insulators into the existing 33,000V overhead line complete with a cross-arm and two backstays in tandem
- erect 30m of 33,000V overhead line from the tee-off pole to the section pole
- erect a stout section pole with a lightweight 33,000V ABI
- 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
- at Substation B 132kV substation, the installation of the ANM overarching controller and associated small wiring exchange box.
- within the Customer's premises (exact location to be agreed), the installation of an ANM individual controller and associated small wiring exchange boxes.
- installation of ANM.
- install Telecontrol and ANM DC batteries and charger,

**3.3.3 Contestable Connection Works undertaken by WPD**

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

None

**3.3.5 Contestable Connection Works undertaken by the Customer**

3.3.6 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.

**3.3.7 Connection Charge**

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

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

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

Non-contestable Assessment & Design Fees :	<b>£XX,XXX.XX</b>
Non-contestable Connection Works:	<b>£XXX,XXX.XX</b>
Contestable Connection Works:	<b>£0.00</b>

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

### 3.3.10 Payment

3.3.11 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	£25,000
Prior to order of plant	£XX,XXX
Prior to WPD Connection Works commencing	£XX,XXX
Prior to Energisation	£XX,XXX

3.3.12 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.

### 3.3.13 Design Approval

3.3.14 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.

3.3.15 The Customer should refer to and comply with the requirements laid out under WPD'S appropriate design guide for switchgear and associated equipment. A copy of the appropriate guide and other design specification information is available on request or from WPD's website: [www.westernpower.techinfo.co.uk](http://www.westernpower.techinfo.co.uk)

3.3.16 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 20 working days of receipt of the design. Where the design submission is rejected WPD may levy additional charges for considering subsequent design submissions.

### **3.3.17 Inspections**

3.3.18 The charge for inspection of the Contestable Connection 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.

### **3.3.19 Adoption Agreement**

3.3.20 Where the Customer (or the Customer's appointed Connection Provider) wishes to provide some or all the Contestable Connection Work 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](http://www.lloydsregister.co.uk).

3.3.21 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. Further information is available on request and via WPD's website: [www.westernpower.co.uk](http://www.westernpower.co.uk).

3.3.22 If the Customer's appointed Connection Provider for the Contestable Connection Works is party to WPD's 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 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 both Options 1 and Options 2

### 4. Other Works to be undertaken by the Customer

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

- 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 system by the date of Energisation of the Connection Point
- any necessary masts or supporting structures for communication equipment
- 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.
- Any works at the Customer's installation required to accommodate the Company's ANM individual controller and associated small wiring exchange boxes.
- Small wiring connections between the Company's small wiring exchange box and the Customer's generator control system required for monitoring generator parameters, status indication and to deliver control instructions to the generator

4.2 In order to maintain essential electrical protection systems in the event of a prolonged mains supply interruption, the Customer is required to provide an auxiliary back up supply to the Premises, either via an additional connection at LV or HV to

WPD's Distribution System, or via a standby generator arrangement. No provision has been allowed in the Connection Offer for providing an auxiliary supply and the cost of installing any such back up supply is the Customer's responsibility. Any back up arrangement must have an appropriate interlock arrangement to avoid the back up and normal LV supply operating in parallel. Where a standby generator arrangement is installed, an appropriate interlock arrangement must be provided by the Customer to prevent the generator running in parallel with any back up supply. We will be pleased to discuss with you the viability of any permanent auxiliary connection made from our Distribution System and can provide a quotation upon request.

- 4.3 The Customer shall be responsible for all on-going repairs and maintenance of all accommodation and facilities it has provided.
- 3.4 The Customer shall also work with WPD and their Active Network Management supplier, at no cost to WPD, to incorporate their generator plant into the Active Network Management Scheme, responding to instructions to curtail within the specified timescales

## **5. Conditions of the Connection Charge**

- 5.1 The Connection Charge is based upon current market rates and design assumptions. It is subject to the following variables:
  - 5.1.1 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.
  - 5.1.2 A full design review of the protection regime following acceptance of the Connection Offer. Allowance has been made for a basic scheme. No allowance has been allowed beyond the WPD's metering circuit breakers into the Customer's Premises.
  - 5.1.3 A full site survey, layout and design at the Customer's Premises substation for the required civil works.
  - 5.1.4 Any works, which are identified as being required following a future Steady State, Transient or Voltage Stability Study.
  - 5.1.5 Any works which are identified as being required following a future power quality study
  - 5.1.6 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.
  - 5.1.7 Proposed cable/overhead line routes indicated being achievable.
  - 5.1.8 Subsequent information provided relating to health, safety and the environment that influence the design of the scheme.

- 5.1.9 Any change to the characteristics of the connection design and/or data for the proposed connection.
  - 5.1.10 A full ANM study, telecoms design and incorporation to the ANM core systems.
- 5.2 WPD reserves the right to amend its proposals and Connection Charge to account for any of the variables identified under paragraph 5.1. 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.

## **6. Matters outside the scope of the Connection Charge**

- 6.1 The following matters have not been included in the estimated Connection Charge:
- 6.1.1 The diversion of any third party apparatus (including without limitation any gas pipes and telephone lines).
  - 6.1.2 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;
  - 6.1.3 Specialist disposal of soil (in accordance with The Landfill (England and Wales) Regulations 2007) and import of suitable backfill;
  - 6.1.4 Excavation and cable laying at abnormal depth, or through rock or other hard substances or in contaminated soil;
  - 6.1.5 Foundations for buildings, towers etc. to be established in ground which is not normal ground bearing type;
  - 6.1.6 Construction of access roads to the substation site;
  - 6.1.7 Costs associated with the extension of existing system inter-tripping;
  - 6.1.8 Unforeseen costs incurred in complying with the Traffic Management Act including permits, alterations to the route, or restrictions on working hours;
  - 6.1.9 Permanent reinstatement of any excavation on the Premises; and
  - 6.1.10 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.
- 6.2 WPD may increase the Connection Charge to incorporate any costs it has incurred in relation to such matters set out at 6.1.1 to 6.1.10. WPD shall not be liable for any



delay in commencement or performance of the Connection Works resulting from such matters and all costs resulting from such delay shall be borne by the Customer.

## **7. Customer Installation**

7.1 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.

7.2 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.

7.3 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'

7.4 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.

7.5 Assessment reports in line with and in relation to the above documents will be required. Energisation will not be possible until the reports are reviewed and any required mitigation put in place. In view of this the Customer is advised to commence preparation of the reports early in the design process. 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).

## **8. Programme of Connection Works**

8.1 A detailed programme of Connection Works has not yet been finalised. The program will be discussed and agreed following acceptance of the Alternative 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 Alternative

Connection Offer to energisation. This Alternative Connection Offer is however, made on the understanding that the following milestones are met:

- i) Planning consent shall have been granted within 12 months of the date of acceptance of this Alternative Connection Offer;
- ii) the Connection Works are commenced within 18 months of the date of acceptance of this Alternative 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 Alternative Connection Offer (save for in the event that this milestone is missed as a direct result of an act or omission by WPD).

8.2 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 Alternative 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.

8.3 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.

8.4 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.

## **9. Additional Conditions Precedent to commencement of Connection Works**

9.1 In addition to the Conditions set out in this Alternative Connection Offer, the Connection Works are also subject to the following conditions:

- 9.1.1 WPD obtaining any necessary wayleaves and consents for the Connection Works;
- 9.1.2 WPD/the Customer obtaining any necessary planning consents from the local authority;

- 9.1.3 that no action is identified by NGET as a result of any request made by WPD for a Statement of Works;
  - 9.1.4 the Customer, where required, confirming it has fulfilled its obligations in accordance with the Connection and Use of System Code, Grid Code and Distribution Code;
  - 9.1.5 the Customer shall have signed and returned the Letter of Indemnity, printed on its official headed paper together with the Letter of Acceptance;
  - 9.1.6 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.
  - 9.1.7 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.
- 9.2 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 Alternative Connection Offer or to revise the Connection Charge in this Alternative Connection Offer. For the avoidance of doubt this may be after acceptance by you.

## **10. Statement of Works**

- 10.1 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.
- 10.2 The Customer shall be responsible for the initial advance payments and any further additional fees as required. These fees are not included in this Alternative Connection Offer and will be notified to the Customer upon confirmation from NGET at the time of application.
- 10.3 The Customer shall be responsible for the costs of any works required on the transmission system as a result of the modification application.

## **11. Notice of Completion**

- 11.1 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 Alternative Connection Offer.
  - 11.1.1 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.

11.1.2 The Customer must provide WPD with a completed Notice of Completion of Installation (Notice).

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

## **12. Safety**

12.1 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.

12.2 In particular:

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

## **13. Construction of substation enclosures**

13.1 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.

13.2 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.

- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 WPD will provide applicable specification documents upon acceptance of this Alternative Connection Offer.

#### **14. System Protection**

- 14.1 It is a precondition for Energisation, and the Customer's responsibility, to ensure that
- 14.1.1 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.
  - 14.1.2 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.
  - 14.1.3 the multiple generating units start sequentially in order to minimise the rate of voltage rise on the surrounding Distribution System.
  - 14.1.4 that there shall be no electrical interconnection between the proposed new electricity connection and any existing connection at the Premises.
- 14.2 Prior to any parallel operation of the Customer's proposed new generation with the Distribution System WPD must 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 witnessed by WPD. A minimum of two weeks' notice will be required for the witnessing to be arranged.

- 14.3 The proposed WPD-owned 33,000V 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 NVD, overvoltage and inter-tripping schemes. 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.
- 14.4 It is the Customer's responsibility to ensure their equipment and installation is adequately protected. The Customer shall provide IDMT overcurrent, IDMT earth fault and instantaneous overcurrent protection on the Customer's 33,000V circuit breaker. The Customer shall be responsible for the provision of suitable protection to ensure tripping of the proposed generation under 'loss of mains conditions'.
- 14.5 As the Distribution System is predominantly overhead, under fault conditions auto-reclosers will operate. A detailed protection analysis of the effect of the Customer's connection on the Distribution System will need to be performed following acceptance of the Alternative Connection Offer. The cost of any additional works will be borne by the Customer.
- 14.6 WPD may consider accepting tripping signals from the Customer. Each request will be considered on its merits. WPD will not accept any responsibility or liability for the inclusion of its own equipment and protection into the Customer's protection scheme and this facility is offered on the basis that it is entirely at the Customer's risk. These arrangements will need to be agreed prior to completion. Where WPD agrees to accept tripping signals from the Customer, normally open volt free contacts for this purpose shall be provided by the Customer.
- 14.7 The Customer shall make provision for the establishment of inter-tripping and interlocking arrangements as follows:-
- 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).
  - operation of the Customer's emergency trip button at the Customer's Connection Point substation shall trip WPD's metering circuit breaker(s). The Customer shall provide a single set of normally open volt free contacts from the emergency trip button, for this purpose.

- closure of WPD's metering circuit breaker(s), shall be inhibited unless the Customer's generator circuit breaker(s) is open. The Customer shall provide a set of normally closed volt free contacts from the Customer's generator circuit breaker(s) for this purpose.
- 14.8 Where interlocking/inter-tripping arrangements are to be established by wiring between the Customer's generator circuit breaker panel and WPD's metering circuit breaker(s), the Customer shall make arrangements for such wiring to utilise links mounted on the panels to enable the wiring to be segregated, where required for testing.
- 14.9 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.
- 14.10 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.
- 14.11 Costs will be subject to review following the design of a full operational inter-trip scheme following acceptance of this Alternative Connection Offer.
- 14.12 The Customer shall be responsible for the costs of any communication channels required for telecontrol, protection and operational inter-tripping.
- 14.13 Any requirements to accelerate existing protection (and associated cost) will be highlighted as part of the steady state and transient stability analysis. A detailed design of protection requirements will be carried out following completion of the necessary stability studies. In order to carry out these stability studies details of the generator control system and the Customer's proposed protection arrangements will be required.
- 14.14 Please note, all protection requirements shall be agreed with WPD prior to installation.

## **15. Earthing**

- 15.1 This Alternative 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.

- 15.2 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.
- 15.3 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.
- 15.4 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'.
- 15.5 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.
- 15.6 Before Energisation WPD will examine the Customer's earthing design to ensure that it complies with WPD's specification. 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.
- 15.7 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. Appointing a Supplier / Meter Operator**

- 16.1 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](http://www.ofgem.gov.uk/Licensing).

- 16.2 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.
- 16.3 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.
- 16.4 A list of Meter Operators can be obtained from the Association of Meter Operators, [www.meteroperators.org.uk](http://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.
- 16.5 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.

## **17. Connection Agreement**

- 17.1 Prior to Energisation of the Customer's Installation the Customer must enter into a formal Connection Agreement with WPD.
- 17.2 The Connection Agreement 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.

**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 Alternative 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 Alternative 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 Alternative 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 Alternative 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 nor 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 encumbrance 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 Alternative 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 Alternative 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:

Western Power Distribution (East) plc  
Primary System Design  
Herald Way  
Pegasus Business Park  
East Midlands Airport  
Castle Donington  
DE74 2TU

From:

Mr Smith  
Building  
Street  
Town  
Postcode

FAO Planner

Tel. No. 01332 XXXXXX

Our Ref: XXXXXXXX & XXXXXXXX

Your Ref:

### **Alternative Connection Offer for an electricity connection at Location.**

We accept the terms of your Connection Offer dated 01/01/2015 for:

Option 1 – WPD to undertake both Non-contestable and Contestable works

Option 2 – WPD to undertake the Non-contestable work only

*[Please tick as appropriate]*

We confirm that we do require you to provide a Maximum Import Capacity of 150kVA and a Maximum Export Capacity of 10,000kVA.

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)



**Indemnity**

Mr Smith, Company No, XXXXXX (the "**Customer**") has requested **Western Power Distribution East Midlands plc** Company No. 02366923 whose registered office is at Avonbank, Feeder Road, Bristol BS2 0TB ("**WPD**") to carry out the following works on its behalf:

Provide an electricity connection at the premises known as Location in accordance with WPD’s Alternative Connection Offer dated 01/01/2015, Reference: XXXXXXXX & XXXXXXXX (the "**Connection Works**").

**Indemnity**

In consideration of WPD carrying out any action in preparation for its anticipated performance of the Connection Works, such action to include without limitation, placing an order with a manufacturer or supplier for the manufacture, supply, delivery and if appropriate installation of any plant, electrical equipment or other equipment of whatever nature which is not held in stock by WPD and which is required by WPD for the purpose of performing the Connection Works, the Customer HEREBY AGREES TO INDEMNIFY WPD and keep WPD fully indemnified from and against all expenses, losses, costs, claims and damages incurred or suffered by WPD as a result of WPD taking any such action as aforesaid to the extent not covered by a Connection Charge paid by the Customer and received by WPD, notwithstanding a decision by the Customer not to instruct WPD to carry out the Connection Works. The payment of any sum of money due under this indemnity shall be made within 14 days of issue of a written demand by WPD.

Signed:

.....  
for and on behalf of the Customer

Full Name .....

Designation .....

Dated .....

**Project Definition Phase  
Construction (Design and Management) Regulations 2007  
Health, Safety and Environment Information**

<b>Site Address</b>		
<b>Potential Hazard/Risk</b>	<b>What action is being taken to address this potential risk?  By whom and when?</b>	<b>Are further details attached</b>  <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 e.g. 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><b>Is the development subject to notification under the CDM Regulations 2007?</b></p> <p>If yes, please provide a copy of the F10 and where available the Pre-Construction Health and Safety Information.</p> <p><b>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</b></p>	yes/no*
--	---------

Signature: ..... Print Name:..... Date: .....

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