Customer Name
Customer Address 1
Customer Address 2
Customer Address 3

Avonbank Feeder Road Bristol BS2 OTB

For the Attention of: A N Other

Your Reference

Fax: e-mail:

Tel:

25 October 2012

Dear Sir,

Our Reference

Offer for electricity connection works by Western Power Distribution (South West) plc ("WPD") at New Development, Little Stoke, Bristol ("the Connection Works").

Thank you for your enquiry. I am pleased to provide WPD's **Offer** to carry out the Connection Works for you. The Offer comprises this letter ("the Offer Letter") and the following documents:

- a) Characteristics and Charge Statement reference 2/345678/1 dated 25/10/12 stating the charge for the Connection Works ("the Charge");
- b) Plan number(s) 1/123456/A dated 25/10/12 showing the proposed works;
- c) Specific Conditions for Connection Works; and
- d) General Conditions for Connection Works;

#### I also enclose:

- e) a guide providing further information concerning your options for procuring the electricity connection:
- f) Cost of Legal Fees Statement
- g) a breakdown of the costs for the Non-contestable Connection Works

#### **Provision of the Connection Works**

The Charge stated on the Characteristics and Charge Statement mentioned above is broken down into contestable and non-contestable elements based on WPD undertaking all Contestable Connection Works. You are able to seek competitive prices for some or all of the contestable elements. The enclosed guide provides further explanation on competition in new connections works. If you wish to discuss this further please do not hesitate to contact me.

#### **Duration of Offer**

WPD's Offer is open for acceptance for ninety days from the date of this letter after which it

will (if not accepted) automatically expire (unless WPD agrees otherwise with you in writing). The Offer is made on the understanding that the Connection Works are completed within one year from the date of your acceptance.

Should the Connection Works be incomplete at the end of the one year period WPD reserves the right to amend or withdraw the Offer.

The Offer is subject to obtaining any necessary wayleaves and consents. Should the necessary wayleaves and consents not be granted the Offer will be cancelled (at no cost to WPD) and a revised offer made. For the avoidance of doubt this may be after acceptance by you.

#### **Payment**

Payment of the Connection Charge is required on acceptance of this Connection Offer

#### **Appointing a Supplier**

Before you can take a supply of electricity through the new connection you 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.)

Following acceptance of this offer, WPD will provide you with a Supply Number for every electricity connection that you have requested as part of the original application.

You will need to quote the Supply Number(s) to the electricity Supplier of your choice in order to arrange an electricity supply.

If the Supplier fails to register your connection WPD will be unable to Energise the connection.

#### **Works Programme and Commencement Date**

The proposed start and connection dates will be discussed with you when WPD has received your acceptance of the Offer. At this stage I anticipate WPD will need 4 weeks after acceptance of the Offer before starting the Connection Works. (This estimate includes lead in times for procuring materials and arranging the Connection Works.)

#### This estimated time-scale is not binding on WPD

#### Acceptance

The terms and conditions of WPD carrying out the Connection Works are more particularly described in the both the attached Specific and General Conditions for Connection Works. Please ensure that you read the aforementioned documents.

If you have any queries or are not satisfied with this Offer and after discussion, you and I are unable to reach agreement, I hope you will take the opportunity of talking to my Distribution Manager: John Smith on 0117 900 0000. If, following discussion with the Distribution Manager, we still cannot reach an agreement please contact Alison Sleightholm on 0117 9332175, 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 <a href="https://www.westernpower.co.uk">www.westernpower.co.uk</a> 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 would like to accept this Offer and confirm your agreement to the terms therein please could you sign the attached Characteristics and Charge Statement and return it to WPD at the address given at the top of this letter, together with payment as appropriate. Where you make payment but fail to return a signed Characteristics and Charge Statement WPD may, at its absolute discretion, deem such payment to be acceptance of this Offer.

Yours faithfully,

Western Power Distribution (South West) plc

#### Important:

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

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

#### WPD

#### **Specific Conditions for Connection Works**

#### **BASIS OF INFORMATION**

WPD's proposals are based on the information provided, as summarised below:-

- Your enquiry dated 01/10/12
- Your plan Ref.No. 1/3456/A1 dated 01/10/12

WPD's proposals are based on the following design criteria:-

200 connections, each with an After Diversity Maximum Demand (ADMD) of 2 kW

#### **DESCRIPTION OF THE CONNECTION WORKS**

#### WPD will provide the following Connection Works:

Provide off-site excavation and reinstatement. Extend the existing HV mains to a ground mounted 500kVA distribution substation. Lay LV mains and services and terminate services at each dwelling with a fused cut-out.

#### WPD will provide the following Reinforcement Works:

Provide off-site excavation and reinstatement. Overlay and joint the existing HV mains between Primary substation A and distribution substation B.

#### **Summary of Connection Works by WPD**

Length of HV cable/line required = 350 m
Length of LV cable/line required = 600 m
Length of service cable/line required = 1600 m
Number of substations required = 1

#### SUBSTATION SITE ON DEVELOPMENT

WPD shall require the landowner to convey or lease to WPD a site suitable for WPD to establish and use as an electricity substation. WPD needs to have 24 hour access to and from the site for all purposes connected with its use as a substation and will pay a nominal price of one pound for the site on the understanding that it will be provided free from road charges and level. In addition WPD requires that the landowner will grant WPD all reasonable rights to install, retain and maintain electric lines necessary in connection with the supply of electricity to and from the substation including connections to other customers.

The landowner shall agree to bear both their own and WPD's reasonable legal costs incurred in conveying the substation site to WPD.

Should any screening of the sub station site be required, this shall be on land which will not be conveyed to WPD, and WPD will not be responsible for any further maintenance of the screening. The suitability of any screening is to be agreed with WPD before installation.

#### **SUBSTATION BASE**

The Customer / Developer will provide free of charge a substation concrete base as specified on the drawing supplied by WPD.

#### **EXCAVATION AND DUCTS**

All on-site excavation, provision of a 3mm to dust bedding and blinding material, installation of WPD approved ducts and reinstatement will be carried out by the customer/developer at no cost to WPD. Draw cords should be incorporated and the ends marked for ease of location. Trench depths, widths and minimum cover for various cables and circumstances are specified in the following table. Where cables are not protected in duct they must be blinded by 75mm of crushed stone dust and approved yellow "electric cable" marker tape laid above.

Cable Type	Location	Trench Depth	Trench Width Single Cable	Min Cover Over Cable	Two Cables Spacing	Trench Width Two Cables
LV & Services	Pavement or private land	530mm	300mm	450mm	150mm	300mm
LV & Services	Roadway (ducts)	600mm	300mm	520mm	150mm	300mm
HV	Pavement or private land	530mm	300mm	450mm	150mm	300mm
HV	Roadway (ducts)	600mm	300mm	520mm	150mm	400mm

When installing cables in agricultural land, it is necessary that the cable be laid at sufficient depth to allow for deep ploughing and cultivation. The recommended depths, as agreed with the National Farmers' Union is 1000mm depth for all LV and HV cables.

#### **SERVICE TUBING**

Without charge to WPD the customer/developer will install suitable 39mm internal diameter WPD approved tubing from each service position to the footpath or verge etc. as shown on the plan. A pre-formed 'hockey stick' entry duct should be installed at the meter position. A draw cord should be incorporated and the end marked for ease of location. There should be a minimum of 520mm cover in roadways and 450mm cover in pavements and private land.

#### **STORES**

Where the Customer / Developer wishes WPD to supply the ducts and service tubing and the cost of these items have not already been included in this Offer, these may be purchased by arrangement with our Engineering Stores Office at Osprey Road, Sowton Industrial Estate, Exeter EX2 7WP (Telephone 01392 – 352700 Fax 01392 352676

Where the Customer/Developer wishes WPD to supply the ducts and service tubing and the cost of these items have already been included in this Offer, collection may be made by prior arrangement with the local WPD Construction Team at the following locations:

Addresses of local stores in WPD (South West) are:-

Osprey Road, Sowton Industrial Estate, Exeter EX2 7WP

Victoria Road, Barnstaple, Devon, EX32 8PR.

Elliott Road, Prince Rock, Plymouth, Devon, PL4 OSD.

Pavor Road, Watcombe, Torquay, Devon, TQ4 8BQ.

Lostwithiel Road, Bodmin, Cornwall, PL31 1DE.

Trevenson Lane, Pool, Redruth, TR15 3RF.

Avonbank, Feeder Road, Bristol, BS2 OTB.

1 Warne Road, Weston-Super-Mare, North Somerset, BS23 3UU.

Radstock Road, Midsomer Norton BA3 2AA.

South Street, Crewkerne, Somerset, TA18 8AE.

Venture Way, Priorswood Ind. Est., Taunton TA2 8DG

Usual Collection times unless otherwise stated:-

Monday to Thursday (0900-1530) hrs. Friday (0900-1430) hrs.

(To avoid disappointment, please check with local offices for individual collection times) Draw cords are not provided by WPD.

#### **SAFETY**

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. In particular:

GS6 Avoidance of danger from overhead electric lines.

HS(G)47 Avoiding danger from underground cables.

#### STREET WORKS BY CUSTOMER/CONTRACTOR

A customer/developer intending to carry out trenchwork in the public highway must obtain a licence from the relevant Highway Authority and will be responsible for the issue of Street Works Notices. All work, including reinstatement, must comply with the New Roads and Street Works Act 1991.

#### **ELECTRICAL DISTURBANCE**

WPD's proposals and charge are based on the Customer not installing any equipment likely to cause disturbance to WPD's Distribution System or other customers.

#### **ESQC COMPLIANCE**

WPD will where agreed, 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 Offer. The Supplier will arrange for the appointed Meter Operator to provide a meter to a property on a designated site before the agreed Supply Start Date for each individual property. (The Supply Start Date will be the date at which charges will commence.)

1. It is the Customer's responsibility to ensure that the electrical installation to which the Customer requires an electricity connection from WPD 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 ("Regs 8(4) and 25") immediately prior to Energisation.
- 2. The Customer must allow WPD access to any property covered by WPD's Offer to ensure that the electrical installation complies with Regs. 8(4) and 25.

#### **METER OPERATOR**

For connections with a maximum demand above 100kW, half hourly metering is mandatory. Your 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.

A list of Meter Operators can be obtained from the Association of Meter Operators, <a href="https://www.meteroperators.org.uk">www.meteroperators.org.uk</a>

WPD provides metering services to customers in the South West and South Wales regions and can provide your half hourly metering. Please indicate on the bottom of the Characteristics & Charge Statement who your appointed Meter Operator will be.

#### STREET LIGHTING

Where applicable, services to public lighting columns will be the subject of a separate Offer when details are available.

#### **TEMPORARY CONNECTIONS**

This Offer does not include costs for any temporary site services that may be required on your development. Should a temporary supply be required please forward details to this office as soon as possible. An Offer will then be prepared and every effort made to meet your construction programme.

#### STANDARD METER CABINETS

Without charge to WPD, the Customer / Developer will install and maintain a flush single phase meter cabinet to WPD specification, into the structure of each dwelling at the agreed position. The cabinet will only house the service termination and metering equipment. The bottom edge of the cabinet must be between 500mm and 1000mm from ground level. The tails for connection to the meter must enter from the lower right hand side of each cabinet, and holes must not be made in the top or back for any purpose. The WPD service cable will enter the bottom of the cabinet through a surface mounted pre-formed hockey stick therefore no gas, water or telecom termination equipment must be installed directly below it. A drawing showing the installation arrangement is available from WPD on request.

#### **EARTHING ARRANGEMENTS**

The Customer/Developer is responsible for providing and maintaining adequate arrangements for earthing the Customer's Installation and WPD shall not be responsible for any such arrangements except in so far as any applicable regulations may place certain responsibilities on WPD and subject thereto the customer's use of an earth terminal provided by WPD shall be at the customer's own risk. No earth terminal will be provided by WPD for a temporary connection and the installer should provide an RCD.

#### PHASE BALANCE

Where the connection is provided in two or more phases the customer's load shall, as far as is reasonably practical, be balanced.

#### **ADDITIONAL INFORMATION**

- The Connection Point at which we will terminate our responsibility for the connection is: The outgoing terminals of WPD's fused cutout
- Other works to be provided by the Customer:- NONE

#### **WPD**

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

#### 1. Definitions and Interpretation

- 1.1 All words and expressions defined in the Offer Letter and the Specific Conditions (if any) shall, unless the context otherwise requires, have the same meanings in these General Conditions.
- 1.2 Unless the context otherwise requires, the following words have the following meanings:
- "Act" means the Electricity Act 1989 as amended from time to time.
- "Agreement" means these General Conditions, the Offer Letter, the Specific Conditions, the Characteristics and Charge Statement or Letter of Acceptance each signed by the Customer and any schedule or annexure to the Offer Letter, and any other document in agreed form.
- "Characteristics and Charge Statement" means the electrical characteristics of the proposed connection at the Connection Point and details of the Connection Charge to be completed and signed by the Customer confirming the Customer's acceptance to the terms of the Connection Offer and concluding the contract between the parties in respect of the subject matter of this Agreement.
- "Conditions Precedent" means the conditions which must be fulfilled prior to the commencement of the Connection Works and continue to be fulfilled for the duration of the Agreement, as detailed in clause 2 and the Specific Conditions, if applicable.
- "Connection Equipment" means all electric lines, materials, structures, equipment, plant, cables and apparatus necessary for the supply of electricity to or from the Connection Point, which forms part of the Distribution System.
- "Connection Point" means the point of connection at which a supply of electricity may flow between the Distribution System and the Customer's Installation upon Energisation.
- "Connection Works" means the works carried out by WPD under this Agreement as more particularly set out in the Specific Conditions.
- "Contestable Connection Works" means the works that the Customer has an option to carry out itself or by appointing a contractor as more particularly described in the Specific Conditions.
- "Customer's Installation" means any electric lines, materials, structures, equipment, plant, cables and apparatus (not being Connection Equipment) installed or to be installed by the Customer, owned or operated, used or to be used by the Customer and connected or to be connected to the Distribution System pursuant to this Agreement (including, without limitation the Customer's distribution network or generating plant).
- "Customer Works" means any works to be carried out by the Customer or the Customer's contractor including, without limitation Contestable Connection Works as set out in the Specific Conditions.

- "Distribution System" means WPD's electricity distribution system.
- "Energisation" means the movement of any switch or the insertion of any fuse or the taking of any other step so as to enable an electrical current to flow to or from the Distribution System through WPD's Connection Equipment to and, where applicable, from the Customer's Installation at the Connection Point and "Energise" shall be construed accordingly.
- "Event of Force Majeure" means an event beyond the reasonable control of a party including but not limited to acts, defaults or omissions of sub-contractors, strike, lock out or other form of industrial action, other than by a party's own employees or agents, act of God, fire, explosion or flood, any third party obstruction preventing access to the Premises, theft and malicious damage or an electrical system emergency, provided that no event shall be treated as an Event of Force Majeure if it is attributable in whole or part to any wilful act or omission or any failure to take reasonable precautions by the affected party.
- "Letter of Acceptance" means the letter in the form attached to the Offer Letter to be completed and signed by the Customer confirming the Customer's acceptance to the terms of the Connection Offer and concluding the contract between the parties in respect of the subject matter of this Agreement.
- "Non-contestable Connection Works" means that part of the Connection Works which will always be carried out by WPD and which the Customer is not entitled to carry out itself or through an appointed contractor as more particularly set out in the Specific Conditions.
- "Premises" the premises or development (including, without limitation, any land, building or structure, owned or occupied by the Customer) where or in relation to which the Connection Works are to be carried out.
- 1.3 In this Agreement, unless the context otherwise requires:
- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or other statutory provision
  - (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 subclauses and paragraphs of the clause or schedule in which they appear;
- (d) the headings are for convenience only and shall not affect the interpretation of this Agreement.

### 2. Commencement of Connection Works and Conditions Precedent

- 2.1 As soon as reasonably practicable after WPD has received the Customer's acceptance of the Connection Offer, the parties shall agree in writing a date for commencement of the Connection Works.
- 2.2 WPD shall be under no obligation to commence the Connection Works until the following Conditions Precedent have been met:
- (a) the Customer has:
  - entered into the Agreement, pursuant to the Connection Offer, by WPD by completing, signing and returning the Letter of Acceptance or Characteristics and Charge Statement, as appropriate;
  - (ii) completed any necessary civil works, civil engineering or building works that are necessary to enable the Connection Works to commence;
  - (iii) complied with its obligations under clauses 3 and 4.1; and
  - (iv) made any initial payments required under the Offer Letter or Specific Conditions; and
- (b) WPD has, at its normal rates, obtained all necessary easements, leases and transfers as well as any off site third party wayleaves and consents to lay its cables or construct an overhead line connection. Should any of these not be granted, or granted on terms in excess of WPD's normal rates, the Connection Charge may be revised to take account of any additional cost to WPD.
- 2.3 If any of the Conditions Precedent have not been met by either party or waived by WPD within (6) months of the date of the Offer Letter, the Agreement shall automatically expire without prejudice to any accrued rights or obligations to either party under it.
- 2.4 The Customer shall not in any way obstruct or impede Connection Works or the delivery of any Connection Equipment to the Premises, and shall use its reasonable endeavours to procure that its subcontractors 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
- (b) enter into a lease with WPD for a term of years expiring one day before the end of Customer's leasehold interest in the Premises for the benefit of WPD of any part or parts of the Premises for the installation, laying, siting, repairing, replacement, renewing, altering, maintenance and access to the accommodation and the Connection Equipment;
  - provided that WPD shall not be required to enter into the documents set out in 3.2(a) or 3.2(b) until the Customer has obtained the consent of the freehold owner to such documents.
- 3.3 Where the Customer owns neither the freehold or the leasehold interest in the Premises or the adjacent land the Customer shall use reasonable endeavours to procure that the owner of the freehold interest of the Premises and the adjacent land enters into documents set out in clause 3.1 for the benefit of WPD.

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

#### 4. Compliance, consents, safety and access

- 4.1 The Customer shall:
- (a) before the time specified for delivery of any of WPD's Connection Equipment to the Premises, obtain all consents and approvals in connection with the regulations and by-laws of any local or other authority which shall be applicable to the Connection Works on the Premises;
- (b) provide all accommodation, equipment, buildings, structures, foundations, approaches or work equipment of the quality specified in the Specific Conditions, if any;
- (c) ensure that the 'Co-ordinator' and the 'Principal Contractor' as defined by the Construction (Design & Management) Regulations 2007 ("CDM Regulations") carry out all their duties and obligations as set out in the CDM Regulations;
- (d) at all times provide and maintain suitable access to the Premises for the purposes of carrying out the Connection Works or delivering, installing, laying,

- repairing, replacing, renewing, altering, or maintaining the Connection Equipment and on production of written identity the Customer shall allow any WPD representative to enter the Premises provided that such visits are made during normal working hours (being between 07:00-19:00 hrs, Monday to Friday except for bank holidays); and at other times with the Customer's consent.
- 4.2 Each party shall take all reasonable steps to ensure the safety of the other party's employees, sub-contractors and agents while the Connection Works are in progress or while WPD is maintaining or repairing the Connection Equipment.
- 4.3 WPD shall not be under any obligation to commence the Connection Works or continue to provide a connection to the Customer 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

- 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:
- 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:
- defect, malfunction or otherwise in the Customer's electrical equipment or the Customer's Installation, if applicable;

- defects in the Connection Equipment and the Distribution System which are a result of any Customer Works;
- 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 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.
- 12.2 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 windingup 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-ofcourt procedure under the Enterprise Act 2002 or the appointment of a receiver or an administrative receiver over, or the taking possession or sale by an encumbrancer of, any of the Customer's assets;
- (c) the Customer making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally;
- (d) the Customer ceasing to do business at any time for 30 consecutive days; or
- (e) WPD being unable to commence the Connection Works within two (2) months from the date agreed between the parties due to any act, default or omission (whether negligent or otherwise) by the Customer, provided that such date shall not be earlier than 6 months from the date of this Agreement.
- 12.3 On Energisation this Agreement shall automatically expire save as set out in clause 13.
- 12.4 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 Sections 736 and 736A of the Companies Act 1985.

#### 17 General

- 17.1 This Agreement and any documents referred to in this Agreement set out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.
- 17.2 To the extent that any of the provisions in these General Conditions conflict with the provisions in the other documents which constitute this Agreement, the order of precedence shall be as follows:
- (a) the Specific Conditions;

- (b) the Characteristics and Charge Statement, or Letter of Acceptance (as appropriate) as signed by the Customer;
- (c) the Offer Letter; and
- (d) these General Conditions.
- 17.3 To the extent that any provision of this Agreement is found by any court or competent jurisdiction to be invalid, unlawful or unenforceable it shall not affect the enforceability of the remainder of the Agreement.
- 17.4 No single or partial exercise or failure or delay in exercising any right, power or remedy by either party shall constitute a waiver by that party of, impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.
- 17.5 No express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third parties) Act 1999 by any person who is not a party to it.
- 17.6 Joint and several liability
- (a) where any liability or obligation is undertaken by two or more persons, the liability or obligation of each of them shall be joint and several;
- (b) the release or compromise in whole or in part of the liability of or grant of any time or indulgence to any one or more of joint and several obligors shall not affect the liability of the other or others.

#### 18. IP rights and confidentiality

- 18.1 All rights in the design, specification, plans or drawings contained or accompanying this Connection Offer belong to and remain with WPD and shall not be used by the Customer or any other person without WPD's written consent.
- 18.2 All data and information acquired or reviewed by the parties in connection with this Connection Offer is confidential and shall not be divulged to any third party without the prior written consent of the other party except insofar as may be required by law.

#### 19. Notices

- 19.1 Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first class post, prepaid recorded delivery or facsimile to the address of the party as set out in this Agreement or as otherwise notified in writing from time to time.
  - A notice shall be deemed to have been served:
- (a) at the time of delivery if delivered personally;
- (b) 48 hours after posting; or

- (c) 2 hours after transmission if served by facsimile on a Business Day prior to 3 pm or in any other case at 10 am on the Business Day after the date of despatch.
- 19.2 A party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement.

#### 20. Governing law and jurisdiction

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

#### **WPD**

#### **General Conditions For Connection Works ("The Conditions")**

#### **Legal Fees**

Where appropriate this Connection Offer will include costs incurred by WPD specialist staff in negotiating consents from third parties in the form of wayleaves, easements or transfers.

NO costs are included in this Connection Offer for professional services provided by our solicitors for the transfer of any 'on-site' land rights. Should you choose to accept this Connection Offer and a transfer is required, we will instruct our solicitor to confirm costs within their initial correspondence. They will recover these costs directly from you or your appointed legal representative.

For guidance purposes our solicitors will normally charge in the region of £600 - £750 + VAT and disbursements. For more complicated or larger schemes these costs may increase.

Should you accept this Connection Offer please complete the form below and return it with your acceptance in order to help us progress the legal aspects of the connection.

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

Legal representative details			
Company Name:			
Contact name:			

CROWN (s\_nh\_q)

# Characteristics and Charge Statement Offer - Customer Copy (Please retain)

WESTERN POWER DISTRIBUTION
Serving the Midlands, South West and Wales

Printed 26/10/2012 Enquiry: Scheme: 533788 Ver: 1

Offer for Electricity Connection Works by Western Power Distribution ("WPD") at :

New Development, Little Stoke, Bristol ("the Works")

#### **Characteristics of Supply**

200 Connections

The supply to each connection will be 230 volts, Single phase, 50 Hz with a Maximum Agreed Capacity of 15 kVA

Earthing provided by WPD for customer's Use PME

External earth loop impedance Not exceeding 0.35 Ohms

Maximum Prospective Short Circuit Current at the exit point 16 kA

#### **Connection Charge**

Non-Contestable	£6,102.45
Contestable work undertaken by WPD *	£91,203.82
Charge sub-total	£97,306.27
_	
Connection Charge excluding VAT	£97,306.27
VAT on £97,306.27 @ 0%	£0.00
Total payable before test & connect	£97,306.27

<sup>\*</sup> See explanatory guide for new connections to WPD's electricity distribution system

New connections to domestic premises are zero rated for VAT. Other connections and all alterations are subject to VAT at the standard rate.

WPD's Offer is open for acceptance for ninety days from the date of the Offer Letter, after which it will (if not accepted) automatically expire. The Offer is made on the understanding that the Works are completed within two years from the date of your acceptance. Should the Works be incomplete at the end of the two year period WPD reserve the right the amend or withdraw this Offer.

The Connection Charge above assumes that all connections will be made at the same time and that the work is carried out in accordance with the design. Any changes made at your request may vary the final charge payable.

Interim connection charges on staged developments will be based upon actual WPD expenditure to date.

#### Acceptance (Do not detach)

I accept the terms and conditions set out in this Characteristics and Charge Statement, the Offer Letter and accompanying Specific and General Conditions for Connection Works.

I acknowledge that where there is no Housing Agreement, the Characteristics and Charge Statement assumes the number of premises indicated will all be connected at the same time, under the same Test and Connection. If this is not the case I will advise you in advance so that the offer can be adjusted to incorporate any additional test and connections required.

I accept responsibility for any reasonable costs that WPD has incurred if I cancel this acceptance after construction work has commenced.

I understand that the new electricity connections cannot be used until an electricity supplier has been appointed in each case and that a meter has been installed.

For and on behalf of (company name) .....

CROWN (s\_nh\_q)

# Characteristics and Charge Statement Offer - Customer Copy (Please return)

WESTERN POWER
DISTRIBUTION
Serving the Midlands, South West and Wales

Printed 26/10/2012 Enquiry: Scheme: 533788 Ver: 1

Offer for Electricity Connection Works by Western Power Distribution ("WPD") at :

New Development, Little Stoke, Bristol ("the Works")

#### **Characteristics of Supply**

200 Connections

The supply to each connection will be 230 volts, Single phase, 50 Hz with a Maximum Agreed Capacity of 15 kVA

Earthing provided by WPD for customer's Use PME

External earth loop impedance Not exceeding 0.35 Ohms

Maximum Prospective Short Circuit Current at the exit point 16 kA

#### **Connection Charge**

Non-Contestable	£6,102.45
Contestable work undertaken by WPD *	£91,203.82
Charge sub-total	£97,306.27
Connection Charge excluding VAT  VAT on £97,306.27 @ 0%	£97,306.27 £0.00
Total payable before test & connect	£97,306.27

<sup>\*</sup> See explanatory guide for new connections to WPD's electricity distribution system

New connections to domestic premises are zero rated for VAT. Other connections and all alterations are subject to VAT at the standard rate.

WPD's Offer is open for acceptance for ninety days from the date of the Offer Letter, after which it will (if not accepted) automatically expire. The Offer is made on the understanding that the Works are completed within two years from the date of your acceptance. Should the Works be incomplete at the end of the two year period WPD reserve the right the amend or withdraw this Offer.

The Connection Charge above assumes that all connections will be made at the same time and that the work is carried out in accordance with the design. Any changes made at your request may vary the final charge payable.

Interim connection charges on staged developments will be based upon actual WPD expenditure to date.

#### Acceptance (Do not detach)

I accept the terms and conditions set out in this Characteristics and Charge Statement, the Offer Letter and accompanying Specific and General Conditions for Connection Works.

I acknowledge that where there is no Housing Agreement, the Characteristics and Charge Statement assumes the number of premises indicated will all be connected at the same time, under the same Test and Connection. If this is not the case I will advise you in advance so that the offer can be adjusted to incorporate any additional test and connections required.

I accept responsibility for any reasonable costs that WPD has incurred if I cancel this acceptance after construction work has commenced.

I understand that the new electricity connections cannot be used until an electricity supplier has been appointed in each case and that a meter has been installed.

For and on behalf of (company name) .....

Designation(if signing for a company)

CROWN (s\_nh\_q)

## Characteristics and Charge Statement Offer - Office Copy

WESTERN POWER
DISTRIBUTION
Serving the Midlands, South West and Wales

Printed 26/10/2012 Enquiry: Scheme: 533788 Ver: 1

Offer for Electricity Connection Works by Western Power Distribution ("WPD") at:

New Development, Little Stoke, Bristol ("the Works")

#### **Characteristics of Supply**

200 Connections

The supply to each connection will be 230 volts, Single phase, 50 Hz with a Maximum Agreed Capacity of 15 kVA

Earthing provided by WPD for customer's Use PME

External earth loop impedance Not exceeding 0.35 Ohms

Maximum Prospective Short Circuit Current at the exit point 16 kA

#### **Connection Charge**

Non-Contestable	£6,102.45
Contestable work undertaken by WPD *	£91,203.82
Charge sub-total	£97,306.27
Connection Charge excluding VAT	£97,306.27
VAT on £97,306.27 @ 0%	£0.00
Total payable before test & connect	£97,306.27

<sup>\*</sup> See explanatory guide for new connections to WPD's electricity distribution system

New connections to domestic premises are zero rated for VAT. Other connections and all alterations are subject to VAT at the standard rate.

WPD's Offer is open for acceptance for ninety days from the date of the Offer Letter, after which it will (if not accepted) automatically expire. The Offer is made on the understanding that the Works are completed within two years from the date of your acceptance. Should the Works be incomplete at the end of the two year period WPD reserve the right the amend or withdraw this Offer.

The Connection Charge above assumes that all connections will be made at the same time and that the work is carried out in accordance with the design. Any changes made at your request may vary the final charge payable.

Interim connection charges on staged developments will be based upon actual WPD expenditure to date.

#### Acceptance (Do not detach)

I accept the terms and conditions set out in this Characteristics and Charge Statement, the Offer Letter and accompanying Specific and General Conditions for Connection Works.

I acknowledge that where there is no Housing Agreement, the Characteristics and Charge Statement assumes the number of premises indicated will all be connected at the same time, under the same Test and Connection. If this is not the case I will advise you in advance so that the offer can be adjusted to incorporate any additional test and connections required.

I accept responsibility for any reasonable costs that WPD has incurred if I cancel this acceptance after construction work has commenced.

I understand that the new electricity connections cannot be used until an electricity supplier has been appointed in each case and that a meter has been installed.

For and on behalf of (company name) .....

### **Customer Connection Offer Breakdown**

Page 1 of 3

Summary	
Fees	£1,058.00
Non-contestable connection works	£5,044.45
Contestable connection works	£91,203.83

Sub Total £97,306.28

Total Connection Charge excluding VAT £97,306.28

Low Voltage Branch Joint

Low Voltage Service Joint

Fees		Fees Cost
Assessment and Design	Connection greater than 250kVA and up to 1MVA at HV	£705.00
Land Rights	Wayleave(s)/easement(s) from third party owner(s)	£353.00
	Fees Sub-Total	£1,058.00

Description of Works	Quantity No/Mtrs/Hrs	Non-Contestable Charges	Contestable Charges
High Voltage Cable			
High Voltage Cable 185mm²	150	£0.00	£3,647.75
High Voltage Cable 300mm²	200	£1,464.62	£0.00
Install Cable in Footway/Roadway	20	£0.00	£1,182.89
Install Cable in Unmade Ground	200	£1,263.62	£0.00
Install cable in trench by customer	130	£0.00	£985.56
Joint Hole in Footway/Roadway	2	£0.00	£1,126.51
Marker Tape	350	£0.00	£4.48
Payment To Third Party For Consents	1	£0.00	£520.00
	Works Sub-Total	£2,728.24	£7,467.17
High Voltage Jointing			1
High Voltage Straight Joint	4	£2,274.21	£0.00
High Voltage Termination	2	£0.00	£1,078.60
Travel		£42.00	£33.60
	Works Sub-Total	£2,316.21	£1,112.20
Low Voltage Cable			
Cable Duct	1500	£0.00	£1,170.62
Install cable in trench by customer	2200	£0.00	£16,678.60
Low Voltage Cable 185 mm²	400	£0.00	£7,280.17
Low Voltage Cable 95 mm²	200	£0.00	£1,951.04
Marker Tape	2100	£0.00	£111.76
Single Phase Service Cable	1600	£0.00	£2,987.88
Supply - 70mm2 Cu Conductor	50	£0.00	£291.26
	Works Sub-Total	£0.00	£30,471.33
Low Voltage Jointing			
1	4	00.00	04.407.40

4

70

£0.00

£0.00

£1,197.18

£15,920.67

### **Customer Connection Offer Breakdown**



Page 2 of 3

Description of Works	Quantity No/Mtrs/Hrs	Non-Contestable Charges	Contestable Charges
Low Voltage Stop End Joint	6	£0.00	£761.48
Low Voltage Termination	4	£0.00	£737.67
Travel		£0.00	£645.12
	Works Sub-Total	£0.00	£19,262.12
Service Termination			
Fused cut-out - single phase	200	£0.00	£9,626.04
Meter Cabinet	200	£0.00	£3,785.02
Travel		£0.00	£201.60
	Works Sub-Total	£0.00	£13,612.66
Substation Plant			
Ground Mounted Transformer 500kVA	1	£0.00	£9,162.55
High Voltage Switchgear	1	£0.00	£6,951.77
Low Voltage Fuse Board/Cabinet	1	£0.00	£3,063.23
Travel		£0.00	£100.80
<b>L</b>	Works Sub-Total	£0.00	£19,278.34
	Works Total	£5,044.45	£91,203.83

Notes:	
Our charges include labo	ur and materials as appropriate
	y costs in the Customer Connection Offer Breakdown
Glossary	
Extra High Voltage	In relation to this breakdown this is typically equipment operating at nominally 25,000V, 33,000V, 66,000V, and 132,000V
High Voltage (HV)	any voltage exceeding LV. In relation to this breakdown this is typically equipment operating at nominally 6,600V and 11,000V
Low Voltage (LV)	a voltage up to 1000V phase to phase, or 600V phase to earth. In relation to this breakdown and supply voltage this is nominally 400/230V
Contestable	is work that may be carried out by WPD or by an accredited independent connections provider
Non-Contestable	is work that may only be carried out by WPD
Land Rights	is the Non-contestable element of any legal permissions to install and maintain plant or equipment. Where agreed, certain works may be carried out by an ICP.
Travel Time	is the cost associated with travelling to and from site

### **Customer Connection Offer Breakdown**



Page 3 of 3

### **Charge for Reinforcement of the Distribution System**

The cost of reinforcement of the distribution system may be apportioned between the customer and WPD using a calculated Cost Apportionment Factor (CAF) based upon the customer's capacity requirements. The level of customer contribution toward the reinforcement works is shown as a percentage against each of the work categories below:

Customer Contribution Toward Reinforcement Works		
Work Category	% of Customer Contribution	
Substation Plant	25	
High Voltage Cable 25		
High Voltage Jointing 25		

The amount of customer contribution may be made up of both Non-contestable and Contestable charges. A breakdown of those charges are given below :-

Description of Works		Total Charges
High Voltage Cable		
High Voltage Cable 300mm²		£1,464.62
Install Cable in Unmade Ground		£1,263.62
Marker Tape		£4.48
	Works Sub-Total	£2,732.72
High Voltage Jointing		
High Voltage Straight Joint		£446.09
	Works Sub-Total	£446.09
	Total customer funded reinforcement works	£3,178.81