

**The Company's Standard Terms and Conditions – Unmetered Connections**

**Definitions**

<b>The "Act":</b>	Shall mean the Electricity Act 1989.
<b>The "Adoption Agreement":</b>	The agreement between the Customer's Alternative Provider and the Company for adoption of any Contestable Connection Works undertaken by the Customer's Alternative Provider.
<b>"Affiliate(s)":</b>	Shall mean a company or corporation which is the ultimate holding company of the Company or a subsidiary of such ultimate holding company and for the purposes of such definition 'holding company' and 'subsidiary' shall have the meanings assigned to them in Section 1159 of the Companies Act 2006.
<b>The "Agreement":</b>	The agreement constituted by the Offer and the Customer's acceptance and any permitted variation from time to time.
<b>The "Agreement Date":</b>	The date of the Customer's acceptance of the Offer.
<b>"Alternative Provider":</b>	Means a National Electricity Registration Scheme (NERS) accredited Independent Connection Provider (ICP) or an Independent Distribution Network Operator (IDNO).
<b>"BSC":</b>	Means the Balancing and Settlement Code maintained pursuant to the NETSO Licence (including any and all subsidiary documents and procedures made under it).
<b>"Business Day":</b>	Any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday in the country (of the United Kingdom) where the Works are to be undertaken.
<b>"CDM":</b>	Means the Construction (Design & Management) Regulations (as amended from time to time).
<b>The "Charges":</b>	Means the charges identified and stated in the Quotation (as varied in accordance with the Agreement) to undertake the Company's Works.
<b>The "Company":</b>	Shall mean either Scottish Hydro Electric Power Distribution plc (company number: SC213460) or Southern Electric Power Distribution plc (company number: 04094290) as specified in the Offer Letter.
<b>The "Company's Requirements":</b>	The Company's technical requirements as set out on the Website and in the Offer.
<b>The "Company's Works":</b>	The works that the Company will carry out as detailed in and subject to the terms in the Offer.
<b>The "Connection Agreement":</b>	The agreement between the Company and the Customer relating to the connection of the Premises.
<b>"Consents":</b>	Means statutory and other consents, permissions (including but not limited to planning permissions), licences and approvals.
<b>The "Consumer":</b>	Means an individual acting for purposes which are wholly or mainly outside the individual's trade, business, craft or profession.
<b>"Consumer Terms and Conditions":</b>	Means the Supplementary Consumer Terms and Conditions attached to these standard terms and conditions.
<b>The "Contestable Connection Works":</b>	The part of the Works that the Customer may elect to undertake or appoint an appropriate third party to undertake.
<b>The "Cost Apportionment Contribution":</b>	A financial contribution made with respect to the costs of connection from the Company in favour of the Customer.
<b>The "Customer":</b>	The person, firm or company who is the owner or occupier of the Premises who requires the connection and whose name and address should be shown in the Offer Letter.
<b>The "Customer's Works":</b>	Means the works that the Customer and/or its Alternative Provider will carry out, including where applicable the Contestable Connection Works.
<b>"Disputes":</b>	Means any disputes and/or claims between the parties arising out of or in connection with this Agreement (including any non-contractual disputes) or any disputes and/or claims between the Customer and a third party(s) which has an impact (or has the potential to impact) any of the parties' obligations under this Agreement and/or any aspect of Works.
<b>The "Equipment":</b>	The equipment, plant and/or apparatus the Company will supply as detailed in the Offer Letter.
<b>The "Information Pack":</b>	The Customer site requirements document supplied with and forming part of the Offer Letter.
<b>The "Land Rights":</b>	Means rights in, under or over land for the construction, installation, connection, operation, repair, maintenance, renewal, supplementation, removal or use of the Contestable Connection Works and/or the Company's Works.
<b>The "Land Rights Requirements":</b>	The document "Land Rights Requirements" relates to assets to be installed or adopted by Scottish Hydro Electric Power Distribution plc or Southern Electric Power Distribution plc for new connections and the associated "SSEN Guidance Note" as set out on the Website providing the Company's minimum requirements for Land Rights.
<b>"National Grid":</b>	Means National Grid Electricity Transmission plc, the company which owns and maintains the electricity transmission system in England and Wales and operates the system across Great Britain as the national electricity transmission system operator.
<b>"National Terms of Connection":</b>	Means the standard terms and conditions for connection to electricity networks found at <a href="http://www.energynetworks.org/industry/statutory-information">www.energynetworks.org/industry/statutory-information</a> ( <a href="#">National Terms of Connection v15.0</a> ).
<b>The "Non-Contestable Works":</b>	Means the part of the Works that the Company must undertake, and which cannot be performed by an Alternative Provider.
<b>The "Offer":</b>	These standard terms and conditions and the Offer Letter.
<b>The "Offer Letter":</b>	The letter sent to the Customer by the Company offering to carry out the Company's Works and detailing the Quotation, Information Pack (if applicable) and other matters relating to the connection.
<b>"Ofgem":</b>	Means the Office of Gas and Electricity Markets, being the government regulator for the electricity markets in Great Britain.
<b>The "OFSI Consolidated List":</b>	The list of all those subject to financial sanctions imposed by the UK and published by the Office of Financial Sanctions Implementation (OFSI).
<b>The "Premises":</b>	Means the premises in relation to which the Works are to be undertaken and includes but is not limited to the site of the connection and any access and cable routes.
<b>The "Quotation":</b>	The quotation for the Company's Works as set out in the Offer Letter.
<b>"Second Comer":</b>	Means any connecting customer who subsequently connects to the electricity distribution system and benefits from infrastructure paid for by an earlier connecting customer and is therefore liable to pay for a share of incurred costs under the Electricity (Connection Charges) Regulations (as amended from time to time).
<b>"Second Comer Charge":</b>	Means any amounts payable by the Customer pursuant to The Electricity (Connection Charges) Regulations (as amended from time to time) as applicable.
<b>"Unmetered Supplies":</b>	Means a supply of electricity the quantity of which the Company has authorised not to be measured by physical metering equipment by the issue of an Unmetered Supplies Certificate.
<b>"Unmetered Supplies Certificate":</b>	Means a certificate issued by the Company under the Unmetered Supplies Procedure stating, among other things, the MSID(s) (as defined in the Unmetered Supplies Procedure) allocated to one or more Items.
<b>"Unmetered Supplies Procedure":</b>	Means Section S of the BSC, together with BSC Procedure BSC 520 established under the BSC (and any replacement or substitute BSC Procedure from time to time).
<b>The "Website":</b>	The Company's website at <a href="http://www.ssen.co.uk">www.ssen.co.uk</a> or at such other domain name as the Company may use from time to time.
<b>The "Works":</b>	Means the works as set out in the Offer Letter including the Company's Works and the Contestable Connection Works, including the assets constructed during those works such as electric lines and electrical plant.

**Acceptance of the Offer**

- The Offer remains open for acceptance by the Customer for 90 calendar days from the date of the Offer Letter unless the Company notifies the Customer otherwise in writing. The Company reserves the right to amend or withdraw the Offer at any time prior to the Customer accepting it. Where a Customer accepts the Offer, the following terms shall apply to the Customer and the Company in respect of the Works:
  - these standard terms and conditions;
  - the terms set out in the Offer Letter; and
  - (where applicable) the Consumer Terms and Conditions.
- If the Company receives two or more applications for connection to the same part of the Company's distribution system and there is insufficient capacity or other constraints that will prevent all those connections being made, the Company may apply its interactive connection application process, which may require a variation of the terms of the Quotation and amendments to the scope and timing of the Works. The Company will inform the Customer if the Offer becomes interactive, at which point the period for acceptance of the Offer will be reduced to 30 days, or less if the period remaining for the Customer to accept the Offer is already shorter than 30 days. For the avoidance of doubt, the Customer cannot extend the acceptance period where the interactive connections process applies. More detail of the interactivity process can be found in the interactivity section of the Website: [www.ssen.co.uk/Connections/InteractivityProcess/](http://www.ssen.co.uk/Connections/InteractivityProcess/).
- The Company may require to make this Offer subject to additional processes in areas where electrical capacity is constrained before and after connection, including but not limited to queue management, curtailment, use of flexibility services and export or import limitations. The Company will advise the Customer that such processes will be used if they are applicable.
- Where a number of parties are competing to deliver the same works for a development, they may each apply for and receive a competing connection offer from the Company. The acceptance of this Offer is conditional upon any other such competing offers not having been accepted. If any other competing offer is accepted, this Offer will cease to be valid and can no longer be accepted by the Customer.

**Identity of the Customer**

- The Offer is subject to screening of the Customer against the OFSI Consolidated List. In the event the Customer is included on the OFSI Consolidated List the Company reserves the right to withdraw the Offer.
- The Company reserves the right to carry out Customer screening against the OFSI Consolidated List at any time. If at any time the Customer's details are found on the OFSI Consolidated List, the Company shall follow the OFSI guidelines.
- If the Customer is a Consumer, the Consumer Terms and Conditions shall be incorporated into the Agreement between the Company and the Customer and, to the extent of any inconsistency, the terms of the Consumer Terms and Conditions shall prevail.
- A third party may accept the Offer and engage in communications in relation to the Offer and any subsequent Agreement on behalf of the Customer, provided that:
  - the third party has been appointed by the Customer to act on its behalf by a formal letter of authority;
  - the Customer has clearly identified the third party to the Company, has provided evidence of the third party's appointment (to the Company's satisfaction) and has set out the nature and scope of that third party's authority in writing to the Company;
  - the third party is acceptable to the Company, acting reasonably and in accordance with its policies. The Company may limit the number of third parties it will engage with and the roles they can undertake; and

d) should the third party cease to act on the Customer's behalf under and/or in connection with this Agreement, the Customer and /or third party shall notify the Company of this in writing within 7 days, or within such other time as is identified by the Company to the Customer in writing.

#### Customer's obligations

##### Facilities, access and support

9. The Customer shall provide the Company with the facilities reasonably necessary to enable the Company to complete the Company's Works in the most economical manner and in accordance with the scheduling information set out in the Offer Letter (or as subsequently varied) and applicable health and safety legislation. This shall include but not be limited to providing site utilities, power, site huts, parking, sufficient and secure storage facilities, accommodation and staff welfare facilities. The Customer shall provide such structures, foundations and equipment as are identified by the Company in the Offer Letter.
10. The Customer shall provide the Company with pedestrian and vehicular access to and within each part of the Premises and shall ensure such load bearing surfaces are available as are necessary for the Company to carry out the Company's Works upon the terms of the Offer. If the Customer prevents the Company from accessing the Premises or the Works with the result that the Company is prevented from or delayed in carrying out its Works, the Company shall not be in breach of this Agreement and any additional costs reasonably incurred by the Company in consequence shall be added to the sums due to the Company from the Customer. The Customer shall bear sole responsibility and cost for reinstating surfaces on private land affected by the Works, including the surface of streets and pavements not adopted by the highway authority at the time cables are laid.
11. The Customer shall at its own cost:
  - a) provide and install service ducts and other necessary ducts and marker tape; and
  - b) provide suitable accessible access points, openings and housings, in each case in a position acceptable to the Company and in accordance with applicable law.
12. The Customer must give at its expense such assistance in connection with the Works as reasonably requested by the Company. The Customer shall not in any way obstruct or impede the works so as to prevent or hinder or delay the Company from performing its obligations and shall procure that its contractors or agents do not impede the Company's Works. The Customer shall provide the Company with the information required under clause 85.
13. The Company shall have no liability whatsoever, arising in contract, tort or delict (including negligence) or breach of statutory duty for any defect, malfunction or otherwise in the Customer's electrical equipment on the Customer's Works or installation or for defects in the Equipment or the Company's distribution system which are a result of any Customer's Works, equipment or Customer actions or omissions.

##### Safety

14. The Customer shall ensure that the area within which the Company is to undertake the Company's Works is safe, secure and free from obstruction. The Customer shall at its own expense comply with any reasonable requirements from the Company in relation to health and safety and shall comply with all applicable health and safety legislation including but not limited to the Health & Safety at Work Act 1974 and its associated regulations, in each case as may be amended or restated from time to time. The Customer shall take all reasonable steps to ensure the safety of all employees, subcontractors and agents, including the Company's staff, while the Works are in progress and during subsequent maintenance and repair at the site and Premises. The Company shall not be under any obligation to commence or continue the Works and may stop the Works until it is reasonably satisfied that each part of the Customer's Works or installation is compliant with applicable health and safety legislation and constructed, installed, protected and used so far as reasonably practicable to prevent danger and not to cause interference with the Company's distribution system. The Customer shall bear the cost of any such stops or delays caused by health and safety issues.
15. The Customer (and anyone carrying out design or works on its behalf) shall design and carry out any works it is required to undertake in accordance with the Electricity Safety, Quality and Continuity Regulations 2002, the current Institution of Engineering and Technology (IET) wiring regulations, where applicable with the ENA Engineering Recommendation (EREC) G39 'Model code of practice covering electrical safety in the planning, installation, commissioning and maintenance of public lighting and other street furniture', and with the Construction (Design & Management) Regulations 2015.
16. Where the Customer has appointed an Alternative Provider to carry out the Contestable Connection Works, the Company will not hold any role under CDM for those works. The Customer will be "Client" under CDM, and its Alternative Provider shall appoint the other roles under CDM and ensure compliance with CDM. Where no Alternative Provider is appointed, the Company shall be the "Client" under CDM for the Contestable Connection Works and then:
  - a) The Company will appoint a "Principal Designer" under CDM to ensure coordination and cooperation for those Works;
  - b) Pre-construction the Customer shall agree with the Company's "Principal Designer" under CDM the delineation of the site to be handed over to the Company's control during construction;
  - c) The Company shall carry out the construction work for the Contestable Connection Works as "Principal Contractor" under CDM in that delineated area;
  - d) In so far as the Customer or its employees, representatives or agents are within that delineated area during that construction work, they shall comply with the Company's agreed CDM control processes and systems of work; and
  - e) Once the Company's construction works for the Contestable Connection Works are completed, control of the delineated part of the Customer's site will revert back to the Customer.

##### Customer design and works (including Contestable Connection Works)

17. Where the Customer is carrying out design which affects the Company's Works it shall ensure the design is in accordance with the Company's design standards. The Customer must submit its design for Contestable Connection Works to the Company for approval and must make any amendments to that design required by the Company. No approval, review or comment, or failure to approve, review or comment on the design by the Company shall relieve the Customer of liability for its design. Where the Customer appoints an Alternative Provider to carry out any Contestable Connection Works it shall notify the Company of the identity of its Alternative Provider in advance of submitting any designs. Following the Works, the Customer must provide as built drawings and certification of its works. The Customer is responsible for errors, omissions or discrepancies in design and written information supplied by the Customer and shall pay the Company the costs the Company incurs as a consequence of any such errors, omissions or discrepancies.
18. The Customer shall provide a programme for its Contestable Connection Works to the Company and provide updates on the programme as the works are being carried out.
19. The Customer shall carry out its works with reasonable skill and care and in accordance with applicable law, the works must be free of defects, in accordance with the design, materials and quality specified by the Company and carried out to allow the Company's Works to be carried out in a continuous, efficient and logical progression. The Customer shall make all reasonable endeavours to obtain manufacturers' warranties and to pass these on to the Company.
20. The Company shall be entitled to inspect the Customer's Premises and works and test them to its satisfaction. If the Customer's Contestable Connection Works are defective, fail any test and/or where reasonably required by the Company, the Customer shall rectify the issue at the Customer's cost, or the Company may complete the required rectification at the Customer's cost, or if energised the Company may de-energise the connection. Any costs incurred by the Company in rectifying defects in the Customer's Works or rectifying issues affecting the Premises shall be paid by the Customer to the Company within 30 days of receiving an invoice for those costs from the Company. The Customer shall pay to the Company its reasonable costs incurred in relation to any repeat tests and abortive visits to the Premises. The inspection, non-inspection or non-rejection of the Customer's Works or Premises by the Company shall not constitute any warranty or representation express or implied as to the adequacy, safety or other characteristics of the Customer's Works and/or Premises. The Company is not responsible for the adequacy and safety of the Customer's Works. The issue of an Adoption certificate to the Customer's Alternative Provider shall not be an admission by the Company that the Customer's Works are compliant and shall not relieve the Customer of liability for its Customer's Works.
21. Appointment of a subcontractor (including an Alternative Provider) shall not remove liability for the Contestable Connection Works from the Customer. Where the Customer carries out works (or fails to carry out works which it should have carried out under this Agreement), the Customer shall indemnify the Company for:
  - a) any liabilities arising from the failure of the Customer to perform its obligations in accordance with the Construction (Design & Management) Regulations 2015 and the Electricity Safety, Quality and Continuity Regulations 2002; and
  - b) third party demands, actions, proceedings, claims, damages and losses, including legal or other costs and expenses, which are made or brought against or incurred by the Company.
22. The Customer's Works and any Contestable Connection Works shall not cause any nuisance, inconvenience, or disturbance to adjoining premises.
23. The Customer (and anyone carrying out design or works on its behalf) shall design and carry out any works it is required to undertake in accordance with and to meet the requirements of the Unmetered Supplies Procedure. The Customer's premises and any plant, equipment or installation of the Customer shall be in accordance with and to meet the requirements of the Unmetered Supplies Procedure. The Customer shall register the unmetered Meter Point Administration Number (MPAN) with its chosen electricity supplier and the supplier shall appoint a meter operator for the purpose of any import or export of electricity by the Customer prior to connection taking place.
24. The Customer's obligations under clause 9 to clause 23 shall be undertaken at the Customer's own expense. The Customer shall be required to pay the Company any reasonable additional costs and expenses incurred by the Company due to any failure by the Customer to comply with clauses 9 to 23 (inclusive) and the Company shall be entitled to such extension of time for the performance of its obligations as it shall reasonably require.
25. The Company shall be under no obligation to permit the Customer's connection directly or indirectly to the Company's distribution system unless it is satisfied that the Customer has complied with the Customer's Obligations.

##### Land Rights

26. The Company cannot and will not start its Works until all the necessary Land Rights and Consents are in place.

27. Where the Customer and/or its Alternative Provider is carrying out Contestable Connection Works, the Customer shall be responsible for obtaining all necessary rights, permissions and approvals for the carrying out and maintenance of those Contestable Connection Works and shall ensure that the required Consents and Land Rights are made available to the Company and are in place at the adoption of those Works by the Company.
28. Where the Works will take place on land owned by the Customer or over which the Customer has legal rights, the Customer shall, in accordance with the Land Rights Requirements grant or transfer (at no cost to the Company, or for a nominal sum of £1) any Land Rights and Consents for the Works over, under or within the Premises with full title guarantee, without conditions and free from encumbrances.
29. The Company shall obtain Land Rights and Consents for the Non-Contestable Works (and where the Company is carrying out all Works, for the Contestable Connection Works too) at the Customer's expense.
30. The Customer will pay the full cost of the Company or any other person (including any Alternative Provider) obtaining any Land Rights and Consents required from third parties to allow the both the Contestable and Non-Contestable Works to be undertaken over, under or within the Premises (including settlement of all properly evidenced claims) in addition to the Charges, including but not limited to:
- their own legal and other fees, costs and expenses, including the costs of any professional advisors;
  - the legal and other fees, costs and expenses of the Company, including the costs of any professional advisors; and
  - the legal and other fees, costs and expenses of any consenter or other third party, including the costs of any professional advisors.
- The Company or their professional advisors may incur costs checking Land Rights and Consents being offered and working with the Customer or others to ensure the proposed Land Rights and Consents are obtained and are satisfactory. The Company or its advisors will invoice such costs to the Customer and the Customer shall pay those costs in full.
31. If requested by the Customer, the Company shall take reasonable steps to obtain, at the Customer's expense, any Land Rights and Consents in respect of the Contestable Connection Works. The Customer shall provide the Company with all such assistance as the Company may require to obtain any such Land Rights and Consents.
32. If the Customer transfers any part of the Premises covered by the Offer to a third party, it shall ensure that the Land Rights and Consents which are necessary to authorise, commence, continue and maintain and operate the Works are retained and not affected or replaced like for like.
33. The Customer shall indemnify the Company and keep the Company indemnified fully on demand against any liabilities, losses, damages, costs (including all reasonable legal costs), expenses and charges suffered or incurred by the Company arising out of or in connection with any Land Rights, and Consents, save to the extent that such losses arise directly as a result of the Company's actions or omissions.
34. The Offer assumes that the Company may place all plant and equipment in the adopted public highway or land owned or controlled by the Customer for the Company's Works, if this is not the case the Company shall be entitled to vary this Agreement to include such extension of time for and additional cost as it shall reasonably require to obtain Land Rights from third parties.

#### Adverse Ground Conditions

35. It is the Customer's responsibility to identify whether its site or Premises are contaminated and to remove any contamination at the Customer's expense before the Company begins the Company's Works. The Company may suspend the Company's Works if contamination is discovered until the contamination is removed and the Customer shall bear the cost of such suspension and removal.
36. Notwithstanding any other term of this Agreement, the Company shall have no responsibility or liability whatsoever for any ground, site and/or physical conditions and/or any artificial obstructions including but not limited to rock, subsidence, contamination, mine excavations, WWII bombs, etc. ("Adverse Ground Conditions") which affect the carrying out of the Works. For the avoidance of doubt, the Company shall bear no responsibility for identifying or investigating in advance of an Offer whether any such Adverse Ground Conditions may affect the Works irrespective of their foreseeability.
37. If Adverse Ground Conditions are identified in advance of starting the Works, the Company shall be entitled to vary the Agreement to reflect such Adverse Ground Conditions. If the Customer does not accept the variation the Company may terminate the Agreement. Where any Adverse Ground Conditions are encountered during the performance of the Works, and this results in any additional cost to the Company's Works and/or the performance of the Company's Works being delayed then the Company shall be entitled to claim the additional cost from the Customer and/or an extension of time to the completion date for the Company's Works if required.

#### Conditions Precedent which must be met before the Company undertakes the Company's Works

38. Notwithstanding any other provision in this Offer, the Company shall not be obliged to commence, continue with or complete the Company's Works, to adopt any Contestable Connection Works, to energise, connect and/or undertake any other requirements unless and until the following conditions have been fulfilled and, where relevant, continue to be fulfilled to the Company's satisfaction:
- The Customer has completed the Contestable Connection Works (and any other works which are not the responsibility of the Company), which are necessary to allow the Company to commence, continue and/or complete the Company's Works. These works shall be completed at no cost to the Company, within the agreed timescales and to a satisfactory standard reasonably specified by the Company in the Offer and to the reasonable satisfaction of the Company;
  - Where applicable, the Customer has carried out and completed the site work specified in the Information Pack in accordance with the "Site Requirements" section;
  - The Customer has obtained, granted and/or transferred to the Company all Land Rights, and Consents for which it is responsible to allow the Company to undertake the Company's Works;
  - The Customer has registered its MPAN(s) with its chosen supplier and that MPAN is being operated by the supplier;
  - The Customer has complied with its obligations under clause 9 to clause 23 (inclusive) and provided the Company with information required under clause 85;
  - The Customer has paid to the Company in full the Charges and any subsequent invoices issued to the Customer in respect of any additional charges and/or variations;
  - The Customer has provided the Company with any notices required under the Statutory Consents, Traffic Management Act 2004 and the New Roads and Street Works Act 1991 in respect of the Works;
  - Any Disputes have been resolved;
  - The Customer has identified and removed any contamination from the Premises (including from the land). If any contamination is discovered at any time during the term of this Agreement, the Company reserves the right to stop and not start the Company's Works until all such contamination has been removed by the Customer. For the avoidance of doubt, the Company shall have no liability or responsibility for any such contamination, and any such treatment and/or removal of contamination shall be at the Customer's cost and expense;
  - The Customer has complied and continues to comply at its own cost and expense with all health and safety requirements reasonably required by the Company;
  - Prior to the energisation of the connection the Customer has a valid Unmetered Supplies Certificate from the Company for the installation to be connected and has entered into a Connection Agreement with the Company and the Customer has entered into any further agreements required by the Company (acting reasonably) to ensure the safe operation of the connection;
  - Prior to energisation all necessary equipment has been obtained, satisfactorily installed and legally secured by the Customer to remain available for use for the connection; and
  - The Customer has provided (and continues to provide) valid security for payment if required by the Company under clause 68.
39. If the Customer fails to satisfy any of the conditions and/or obligations set out in the Offer and the Company is required to reschedule and/or redesign the Company's Works at any time then, unless otherwise stated in the Offer Letter, the Customer shall pay the Company's reasonable costs and expenses incurred and/or committed by the Company in respect of the Company's Works. This shall include but not be limited to any works undertaken or to be undertaken, labour hours, materials and Equipment. If the Customer continues to fail to satisfy any of the conditions for more than 6 months after being asked by the Company to comply, the Company may at its absolute discretion suspend its Works and/or energisation for such period of time as it may deem to be reasonable in the circumstances or on notice terminate the Agreement with immediate effect. Such steps shall be, without prejudice to any accrued rights or obligations of either party under the Agreement.

#### Company's Works

40. Where the Company carries out design in respect of the Company's Works, the Company shall exercise the reasonable skill and care to be expected of a qualified architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the Company's Works. The Company shall be free to specify at its own reasonable discretion what materials to use in the Company's Works.
41. The Company shall carry out the Company's Works in accordance with the specification and shall exercise reasonable skill and care in carrying out the works. The Company excludes all warranties express or implied in relation to the Company's design and works, including but not limited to any implied term, condition, representation or warranty of satisfactory quality or fitness for a particular purpose, or that the Company's Works or connection equipment will meet the Customer's requirements, whether implied by statute or otherwise, to the fullest extent permitted by law.
42. The Company will carry out the Company's Works during normal working hours on a Business Day. There will be an additional charge payable by the Customer for any overtime working at the Customer's request.
43. The Company reserves the right to sub-contract any part of its Works.
44. If the Company's Works do not proceed due to an act, omission and/or default by the Customer, the Customer shall reimburse the Company for any costs and expenses incurred or committed by the Company, including but not limited to in obtaining any Land Rights and/or Consents.

#### Timing

45. Time is not of the essence in relation to the Company's Works. Where the Company agrees a period for the commencement and/or completion of the Works this is given as accurately as possible but is not guaranteed.
46. The Company shall have no liability whatsoever, arising in contract, tort or delict (including negligence) or breach of statutory duty for any defect, malfunction or otherwise in the Customer's electrical equipment on the Customer's Works or installation or for defects in the Equipment or the Company's distribution system which are a result of any Customer's Works, equipment or Customer actions or omissions.



47. Unless otherwise agreed in writing by the Company, if the Customer's Works are not commenced within 12 months from the date of acceptance of the Offer, or have commenced but are subsequently suspended, or are not being actively progressed for a period of 12 months or more, the Company may at its absolute discretion vary or terminate this Agreement. If the Agreement is terminated the Customer shall no longer have any entitlement to any capacity and, if the Customer still wants a connection to the Company's distribution system, the Customer must re-apply for a connection.
48. If a third party raises or pursues a dispute regarding or arising out of the Works, then the Company may not commence the Works or may cease all affected Works and delay energisation. If as a result of such third party dispute the Company is unable to proceed with part or all of the Works for more than 6 months, then the Company shall be entitled to terminate this Agreement or to vary the Agreement. If the Customer does not accept the variation the Company may terminate the Agreement.

#### Transmission Works

49. The Company's Works and the timing of any connection to the Company's distribution system may be dependent on prior works being carried out to the electricity transmission system. The distribution system connection will be subject to such transmission system works and connection may not take place until the transmission system works have completed. The Company will advise the Customer if an application or process is required to establish the need for, scope of and timing for any transmission system works. The Customer shall pay the cost of such application or process. The Company shall advise the Customer of the cost of any transmission system works which the Customer requires to pay. The Company shall be entitled to vary the Agreement to reflect the need for, timing of and cost of transmission system works, including to amend any estimated or actual connection or energisation date. If the Customer does not accept the variation the Company may terminate the Agreement.
50. National Grid will not assess, carry out or arrange any necessary transmission system works without being certain that their costs of doing so and of any cancellation will be met. The Company may require the Customer to provide security to underwrite the transmission system works, the level of security required may change if there are changes in the project or design. The Company will advise the Customer of any such security requirements. The Company shall be entitled to vary the Agreement to reflect the need for such security. If the Customer does not accept the variation the Company may terminate the Agreement.

#### Variations

51. Either party shall at any time be entitled to propose variations to this Agreement, in addition to those variations expressly provided for within the terms of this Agreement, by providing notice in writing to the other party.
52. The Company shall provide notice of its proposed variation to the Customer by issuing an updated Offer Letter or a variation agreement. Where the Company receives a notice from the Customer proposing a variation, the Company may provide an updated Offer Letter or a variation agreement in response to the Customer as soon as reasonably practical after receipt of such notice. Each updated Offer Letter or variation agreement shall set out detail of the proposed variation and whether, in the Company's reasonable opinion, the proposed variation will result in any addition to and/or deduction from the scope and cost of the Company's Works and will set out the Company's estimate of any potential delay or change in timing of the Company's Works.
53. The Customer must confirm to the Company in writing whether it accepts the Company's variation proposal within the period for acceptance following receipt of the Company's updated Offer Letter or variation agreement, or as agreed between the Parties. If the Customer accepts, the Charges and scope and timing of the Company's Works shall be adjusted accordingly.
54. If the variation proposal is accepted by the Customer, the Agreement shall continue as amended and restated in the form of the accepted updated Offer Letter or variation agreement. Any prior Offer Letter shall cease to have effect once replaced by an updated Offer Letter.
55. If a variation is required by the Company in its absolute discretion, but the Customer does not accept it, the Company shall be entitled to terminate this Agreement.
56. No amendment, modification or substitution to the Agreement shall be effective unless agreed in writing by both parties.

#### Design and Scope Development

57. The Customer acknowledges and agrees that the scope of works set out in the Offer is based on the results of an off-site, desk-based study of the Premises undertaken by the Company and the Company may require to undertake a more detailed review after the Offer has been accepted. If a further review identifies that amendments are required to the desk-based study results to complete the Works, the Company may require to amend its design or undertake further detailed design and/or amend the Charges for the Company's Works and/or amend the timing of the Company's Works and the completion date.
58. Where further design or alterations to the design are required (at the Company's discretion) following the Offer, the Company shall be entitled to amend the design, carry out a detailed design, adjust the Charges accordingly and/or change the timing of the Works or extend the date for completion by the period which the Company considers to be reasonable in the circumstances.
59. Without prejudice to any other provisions set out in this Agreement, the Company reserves the right to amend any of the Charges and/or the completion date of the Company's Works at any time (including, for the avoidance of doubt, subsequent to the Customer's acceptance of the Offer):
  - a) if subsequent to the date of the Offer it is necessary for the Company to amend the design, scope, programme or specification of the Company's Works following the carrying out of a further review or further detailed design in relation to the connection;
  - b) if an alternative route is necessary or material deviations from the initial route are required when the final route for the Company's Works has been established;
  - c) if subsequent to the date of the Offer, stability studies, power quality assessments, environmental impact surveys, ground condition, archaeological, marine or other such technical studies, assessments, surveys and/or statements are required to be undertaken (at the Company's discretion) for the Company's Works and such subsequent studies, assessments and/or surveys indicate that amendment to the scope, design, specification, Charges or programme of the Company's Works is necessary;
  - d) in the event of material movement in the price of metals or other materials or equipment costs to be used in the Company's Works;
  - e) if any aspects of the Works are delayed by (or contributed to) by any act, instruction, default or omission of the Customer and/or by any factor beyond the reasonable control of the Company, including but not limited to change or imposition of law, adverse ground conditions, a Force Majeure Event, absence of Land Rights and Consents, or a network system emergency;
  - f) if the Works require the diversion of any of the Company's equipment (or any equipment belonging to any third party) and this was not provided for in the Offer;
  - g) if the Works require any Land Rights not provided for in the Offer;
  - h) to include any additional costs in respect of works, permits and/or other expenses associated with traffic management activities required pursuant to local authority requirements, the New Roads and Street Works Act 1991 and the Traffic Management Act 2004; and/or
  - i) if there is or may be any impact on the electricity transmission system as a result of or/in connection with this Agreement and the proposed connection requires reinforcement works, a statement of works or a modification application or other transmission related works, assessments or processes.

#### Payment

60. The Company shall issue a Quotation in the Offer Letter for sums due for the Company's Works. The Quotation is an estimate and not a fixed price offer. The Quotation and proposals set out in this Offer are based on material and labour costs prevailing, and the information available to the Company, at the date of the Offer Letter. The price charged will reflect the actual costs of materials, labour, contractor costs incurred and third party costs, for example to obtain Land Rights. Under current economic conditions and with many materials being sourced abroad we are seeing rapid volatility in material costs. These changes will be passed through to the Customer. The Company shall have the right to vary the Quotation in accordance with any variations in the material and/or labour costs which the Company becomes aware of subsequent to the date of the Offer Letter by providing the Customer with written notice of any increase or decrease in costs in the form of an updated Offer Letter or variation agreement for the Customer's acceptance. If the Customer does not accept the variation the Company may terminate the Agreement.
61. The Company's Charges are based on the Company being able to carry out its Works in the sequence the Company would normally follow (at the Company's discretion) in carrying out works of a similar nature, without obstruction or restriction during normal working hours and on information which the Customer provides to the Company which is necessary for the Company to carry out the Company's Works. If for any reason beyond the Company's control it is unable to perform the Works as it has planned, or if the information which the Customer provides to the Company is inaccurate, incomplete or misleading, then additional charges will be payable by the Customer at the Company's absolute discretion to cover the additional cost and expenses incurred by the Company.
62. Works and costs which are the responsibility of the Customer are excluded from the Quotation. Unless otherwise stated in the Offer, the Quotation has been calculated on the assumption that the Customer will carry out all of the excavation and backfilling required for all works on and off the site.
63. Unless otherwise agreed with the Company, the Customer shall pay to the Company in full the Charges on its acceptance of the Offer. Unless otherwise agreed in writing, payment of the Charges will be required in advance of the Company commencing the Works. Where additional Charges are identified or payable after acceptance of the Offer the Company may invoice the Customer for such additional Charges.
64. The Company shall be entitled to invoice the Customer at any time for sums due. The Customer must pay in full invoices received from the Company within thirty (30) calendar days of the date of the invoice. The Company shall not be liable to the Customer for any delay or any costs, damages, expenses or losses resulting from a Customer's failure to pay an invoice in the agreed timescale.
65. The Customer shall pay all sums due to the Company under this Agreement. Where the Company has agreed to payment by a third party and has received written authority from the Customer (to the Company's satisfaction) that a third party is authorised to pay, payment may be made to the Company by a third party and/or agent on the Customer's behalf. The Company may limit the number of third party payers.
66. Any refunds of sums due from the Company to the Customer under this Agreement shall be paid by the Company in accordance with its payment policies as set out on the Website. The Customer shall provide account details for any such refunds promptly on request.
67. If any amount remains unpaid after the final date for payment of an invoice, the Company shall (in addition to any other remedies) be entitled to charge interest on the amount unpaid at the annual rate of 3% over the base rate of the Bank of England from the final date for payment until the date of payment in full.



68. The Company reserves the right to require that the Customer provides financial security for any payment which may become due pursuant to this Offer and/or section 19 of the Act. The Company may automatically use and apply any such security in cash against any applicable unpaid sums as they become due.
69. If the Company becomes entitled to any additional costs or Charges the Company shall submit an invoice to the Customer setting out the amount of labour expended, and materials purchased or used up to the date of the invoice.
70. All payments by the Customer shall be made in full and payment shall only take effect once payment in full has been received by the Company in cleared funds, without any deductions for retention, set off or any other deductions of whatever nature.
71. Where chargeable, the Customer shall pay value added tax ("VAT") at the appropriate rate. If any adjustments are made to any of the rates of VAT the adjusted rate(s) will be applied at the date of invoice or payment, whichever is the earlier.
72. If the Customer is a Second Comer, then the Customer shall be liable to pay a Second Comer Charge as stated in the Offer Letter or as otherwise advised by the Company.
73. For some connections the Company may Charge the Customer connection offer expenses pursuant to the Electricity (Connection Offer Expenses) Regulations 2018 ("Connection Offer Expenses"). Where applicable the Connection Offer Expenses will be invoiced together with the Offer and shall be payable by the Customer whether or not the Offer is accepted. Where Connection Offer Expenses apply and the Customer requests material changes to the proposed connection, following receipt of the Offer but prior to energisation of the connection, the Customer may be liable for additional Connection Offer Expenses which will be notified to the Customer and invoiced at that time.

74. The Charges will be indexed on each anniversary of the date of the Offer Letter calculated in accordance with the formula specified below and the indexed Charges shall apply to any Company's Works executed during each subsequent year of the Offer Letter:

$$Pt=Pt-1 \times RPI$$

Where:

Pt=Price for the new year

Pt-1=Price for the previous year

RPI=RP It-1/RPIt-2

Where:

RPIt-1=the Retail Prices Index (table 18.1 – CHAW monthly figures or its direct successor) published by the Office for National Statistics applicable for April of the previous year.

RPIt-2=the Retail Prices Index (table 18.1 – CHAW monthly figures or its direct successor) published by the Office for National Statistics applicable for April immediately preceding the previous year.

#### Cost Apportionment

75. The Quotation is net of any Cost Apportionment Contribution due to the Customer and no further contributions or allowances are applicable. The value of any Cost Apportionment Contribution has been calculated on the basis of, inter alia, the Equipment specified in the Offer Letter, the available capacity agreed for the development, the build rate and the electrical heating the Customer has declared will be installed.
76. The value of Cost Apportionment Contribution made in favour of the Customer by the Company will be indicated in the Quotation and its value may be recalculated by the Company to reflect any alteration to the basis of the calculation and the Customer will refund any excess Cost Apportionment Contribution made by the Company following a demand for reimbursement by the Company.
77. The Customer shall be liable to pay to the Company the full value of the Cost Apportionment Contribution received from the Company in the event this Agreement is terminated prior to the completion of the Company's Works.

#### Liability and Insurance

78. The Customer shall indemnify and keep indemnified the Company from all claims, liability, loss, costs, expenses and/or damage incurred or suffered by the Company as a result of the Works and this Agreement (unless due to any negligence of the Company or any person for whom the Company is responsible).
79. The Company shall have no liability to the Customer whether in contract, tort or delict (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this Agreement, for any indirect or consequential loss, any loss of profit, revenue, generation, use, contract, business, savings, (anticipated or otherwise) or any other form of economic loss (whether or not occurring in connection with physical damage) provided that this clause 79 shall not exclude or restrict the liability of the Company for death or personal injury, fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by applicable law.
80. Notwithstanding any other provision of this Agreement, the Company's liability under or in connection with this Agreement shall be limited to £1 million in aggregate. This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, by tort or delict (including negligence) or by breach of statutory duty or otherwise, provided that this clause 80 shall not exclude or restrict the liability of the Company for death or personal injury, fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by applicable law.
81. The Company shall be entitled but not obliged at any time without notice to set off any liability to the Customer against any liability of the Customer to the Company however arising.
82. Where any Customer liability or obligations are undertaken by two or more persons, the liability or obligation of each of them shall be joint and several.
83. The Customer shall take all necessary measures to mitigate any loss which has occurred.
84. Without prejudice to the Customer's liability to indemnify the Company, the Customer shall have in place such insurance policies as are necessary to cover the Customer's liabilities, including but not limited to cover for liability to third parties, and that such policies are with a reputable insurer and such policies shall be kept in force during and until completion of the Works. The Customer shall insure the site and any materials that the Company has supplied to site to cover any damage to them from any cause whatsoever. The Company shall be entitled to suspend provision of the Works until such time as the Customer provides evidence of this insurance to the Company. If the Customer fails to provide the Company with the required evidence of insurance within 14 days of the Company's request, the Company shall be entitled to terminate this Agreement immediately.

#### Customer's Information

85. The Customer acknowledges and agrees that:
- it has submitted to the Company all information it has in its possession regarding the site and the Premises and/or which may impact the Company's Works and/or affect any of the terms of this Agreement including details of any Disputes;
  - this information includes the [Elexon Charge Code and Switch Regime](#) information from the Customer's equipment provider/manufacturer;
  - this information meets satisfies the information requirements set out in Section 4, clause 7 of the National Terms of Connection; and
  - the Offer has been based on the information provided by the Customer to the Company relating to the Customer's proposed connection.
86. If it is shown that:
- any information provided by the Customer is incorrect and/or misleading; and/or
  - the Customer fails to provide and/or omits any information pursuant to clause 85 and this impacts the Company's Works and/or affects any terms of this Agreement,
- then the Company reserves the right to revise any affected terms of this Agreement including, but not limited to, the Charges, the design and the completion date so as to put the Company back in the same position as it would have been had the correct information been known by, and provided to, the Company prior to the date of the Offer Letter.

#### Ownership of Equipment and the Works

87. The Equipment shall at all times remain the property of the Company and shall be installed in a position agreed by the Company. The Customer shall protect the Equipment from any damage or interference between delivery to the site and completion of the Works and shall indemnify the Company for any loss or damage to the Equipment during such period.
88. On completion of the Company's Works and, on completion of any Contestable Connection Works undertaken by the Customer and/or its Alternative Provider (the Customer and/or its Alternative Provider both satisfactorily completing any Contestable Connection Works and an Adoption Agreement with the Company covering the Contestable Connection Works), the whole of the Works (including the Equipment) shall become the property of the Company who may use it as it determines in its distribution system. The issue of an Adoption certificate to the Customer's Alternative Provider shall transfer to the Company full title in the adopted works, following adoption the adopted works shall be owned operated and maintained by the Company and form part of its distribution system.
89. The Company shall be responsible for the final connection of the Works to its distribution system. The Customer shall not carry out the connection to the connection point, energise the connection point or allow another person except the Company to connect the Customer to the connection point. If the Customer or another person takes a supply of electricity through the connection point when it is not entitled to do so the Company reserves the right to de-energise the connection and the Customer must pay on demand the losses and reasonable costs the Company has suffered including the costs of de-energisation and re-energisation.



**Termination**

90. Either party may immediately terminate the Company's engagement under the Agreement by giving written notice to the other party if:
- the other party commits a material, persistent or repeated breach of its obligations under the Agreement which (in the case of a breach being capable of remedy) it fails to remedy within thirty (30) Days of receiving a written notice requiring it to do so; and/or
  - subject to section 233B of the Insolvency Act 1986 (as updated from time to time), the other party becomes subject to an insolvency process, including but not limited to bankruptcy, a resolution or order for its winding up or dissolution being made, the appointment of an administrator, receiver or liquidator over the business or a significant asset or part of the business of that party or making an application to court for protection from its creditors generally or that party being unable to pay its debts.
91. The Company may terminate its employment under the Agreement with immediate effect by written notice to the Customer if:
- the Customer fails to pay any amount which is due to be paid in accordance with the Agreement and such failure to pay is not remedied by the Customer within fifteen (15) Business Days of receipt of a written notice of such failure;
  - the Customer fails to meet any of its obligations under clause 9 (facilities) and clause 10 (access);
  - any of the rights to terminate under this Agreement, including in clauses 37, 39, 47, 48, 49, 50, 55, 59 and/or 84 apply;
  - the necessary Land Rights and Consents required to undertake the Works have not been granted and/or transferred to the Company or are varied in any way so as to adversely affect (in the Company's reasonable opinion) the Company's ability to carry out the Works;
  - the Customer does not accept or disputes any variation required by the Company under the Agreement;
  - one (or more) of the statutory exceptions to the duty of the Company to connect set out in Section 17 of the Electricity Act 1989 applies;
  - milestone deadlines for steps to have been taken by the Customer have been included in the Offer and the Customer fails to meet one or more milestones as identified in the Offer;
  - a Force Majeure Event (hereinafter defined) under clause 113 continues for a period of or exceeding three (3) months; and/or
  - the Customer repeatedly fails to respond to a request from the Company for information within a reasonable period.
92. The Customer may terminate only following receipt of the Company's prior written consent as other parties may be affected, such consent not to be unreasonably withheld.

**Consequences on Termination**

93. If the Company terminates:
- before commitment or commencement of the Works and/or any associated tasks, the Company will return any sums paid to the Company by the Customer minus any Connection Offer Expenses and any administration costs. The Company will be entitled to seek reimbursement of such amounts from the Customer.
  - before completion of the Works but after commitment or commencement of any associated tasks, the Customer will be liable for any reasonable charges for the work done or committed and materials purchased and/or committed to be purchased prior to termination and any costs or expense incurred, including in relation to obtaining any Land Rights or Consents. The Company will be entitled to issue and invoice and seek reimbursement of such amounts from the Customer or to deduct such amounts, together with the Connection Offer Expenses and any applicable administration costs from any sums paid to the Company.
94. In the event the Agreement is terminated (however that arises) the Customer shall remain liable and shall be obliged to pay to the Company:
- all costs, charges (including the Charges) and expenditure due for payment to the Company;
  - all costs, charges (including the Charges) and expenditure incurred and/or committed by the Company prior to the date of termination including Connection Offer Expenses, any applicable administrative costs, any abortive costs and in relation to any goods and materials ordered prior to the date of termination and paid for or committed to be paid for and costs caused by the termination;
  - all costs, charges and expenditure for any additional works the Company is required to undertake to render the existing works safe to the reasonable satisfaction of the Company;
  - in the event that the Agreement is terminated by the Company under clause 90 or 91 a), all costs, charges and expenses (including disbursements) incurred by the Company as a direct result of the termination; and
  - in the event that the Agreement is terminated the Company shall be entitled to recover any of its equipment from the Customer.
95. The Company shall be entitled to carry on and complete so much of the Company's Works as it considers necessary to render the same stable and safe or to comply with any land right and to ensure that its distribution system will not operate less effectively than before the commencement of the Works and the cost properly incurred by the Company in doing so shall be borne by the Customer, except where termination is as a result of the Company's material breach.
96. Following termination, the Company will be entitled to seek reimbursement of such amounts from the Customer or to deduct such amounts from any sums paid to or payable by the Company.
97. The Parties shall take all reasonable steps to mitigate any such costs, charges and expenditure as a result of the termination of this Agreement.
98. Termination of the Company's engagement under the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

**Notices**

99. Any notice required to be given under this Agreement may be delivered:
- electronically: (1) for notices to the Customer to the email address stated in the Customer's application; and (2) for notices to the Company to the email address stated in the Offer (or such other email address notified in accordance with this clause 99);
  - personally, or sent by first class post or courier, to the other party at the address stated at the top of the Offer Letter or such other address as may be notified in accordance with this clause 99 from time to time.
100. Any notice so sent shall be deemed to have been given: (i) if sent by personal delivery or courier, upon delivery at the address of the relevant party; (ii) if sent electronically, at the time of transmission of the email; and (iii) if sent by post, two Business Days after posting.

**Intellectual Property**

101. All intellectual property rights (including copyright) in the designs, specifications models, plans, reports notes, calculations and any other material created and/or provided by a party under or in connection with this Agreement shall belong to the party who provided and/or created it.
102. Each party grants to the other under this clause 102 a non-exclusive, irrevocable, royalty free licence to copy and make use of these designs, specifications models, plans, reports notes, calculations and materials for the purposes of performing their obligations under this Agreement. This licence shall allow the parties to use the designs, specifications models, plans, reports notes, calculations and materials under this clause 102 only in connection with the Works or any extension to or amendment of the Works. The parties shall not be liable for use of the designs, specifications models, plans, reports notes, calculations and materials for any purpose other than that for which they were prepared and/or provided. Neither party shall be entitled to make copies of the designs, specifications models, plans, reports notes, calculations and materials without the other party's prior written consent.

**Assignment / Assignment**

103. The Company may assign the benefit of this Agreement without consent. This Agreement is personal to the Customer and the Customer may not, without the prior written consent of the Company assign, novate, transfer or charge this Agreement or any part of it.

**Entire Agreement**

104. This Agreement constitutes the entire agreement between the parties and supersedes and replaces any and all previous agreements, representations, understandings, or arrangements between the parties whether oral or in writing relating to its subject matter, including but not limited to any other terms or conditions stipulated by or requested by the Customer. The Customer acknowledges and confirms that it does not enter into the Agreement in reliance on and shall have no remedies in respect of any previous agreements, statements, representations (including an oral representations), understandings, arrangements, assurances, warranties (whether made innocently or negligently), promises or undertakings relating to its subject matter that are not set out in the terms of this Agreement. Nothing in this clause 104 shall limit or exclude any liability for fraud.
105. To the extent that any provisions in these general terms and conditions forming part of the Agreement conflict with any other documents constituting the Agreement, the following order of precedence shall apply: (1) the Consumer Terms and Conditions (if applicable); (2) these terms and conditions; and (3) the Offer Letter.

**Third Party Rights**

106. Except as expressly provided in (assignment/ assignment) clause 103, a person who is not a party to this Agreement shall not have any rights under the Contracts (rights of Third Parties) Act 1999 or the Contract (Third Party Rights) (Scotland) Act 2017 (as applicable) to enforce any term of this Agreement.

**Confidentiality**

107. All data and information obtained by a party from or on behalf of the other party under or in connection with this Agreement which would ordinarily and reasonably be treated by a party as confidential and/or which is marked as confidential shall be kept confidential and not disclosed by the receiving party to any third party except as permitted under clause 108.

108. The receiving party may disclose the other party's confidential information:
- where such disclosure is necessary for the purposes of carrying out its obligations under or in connection with the Agreement;
  - as may be required by law (including to a court of competent jurisdiction) or any governmental or regulatory authority (including Ofgem);
  - where any such information is in the public domain other than as a result of breach of the Agreement;
  - where the receiving party is the Company, to any of its Affiliates provided that the Affiliate accepts confidentiality provisions no less onerous than the confidentiality provisions set out under clauses 107 to 109, inclusive;
  - to enable efficient electricity network management in line with Ofgem's Data Best Practice Guidance; and/or
  - with the other party's prior written consent.

109. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under the Agreement.

#### Data Protection

110. Each Party shall, at its own expense, ensure that it complies with all applicable data protection law.

111. The Company shall use, and process information provided to it by the Customer in accordance with the Company's Privacy Policy, which can be found on the Website at [www.ssen.co.uk/privacy-notice/](http://www.ssen.co.uk/privacy-notice/).

#### Force Majeure

112. Neither party shall be liable for any delay in performing or for failure to perform its obligations under this Agreement if the delay or failure results from any cause or circumstance beyond its reasonable control, including any breach or non-performance of this Agreement by the other party (**Force Majeure Event**) provided that the delay or failure to perform is not caused by the fault or negligence of the affected party.

113. If a Force Majeure Event occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Force Majeure Event, but if such Force Majeure Event continues for a period of or exceeding three (3) months, either party may terminate this agreement immediately by written notice to the other party.

114. Each party shall use its reasonable endeavours to minimise and mitigate the effects of any Force Majeure Event.

#### Waiver and Survival

115. Failure by any party to enforce or exercise any term of this Agreement at any time or for any period does not constitute, and shall not be construed as, a waiver of such term and shall not affect any future right to enforce such term or any other term in this Agreement.

116. Provisions of this Agreement which are either expressed to survive its termination or, from their nature or context, are intended to survive such termination shall remain in full force and effect notwithstanding termination.

#### Dispute Resolution

117. The parties shall use their reasonable endeavours to resolve any dispute or difference between them through negotiation or mediation, subject to either party's right to adjudicate at any time where the Housing, Construction Grants, Construction and Regeneration Act 1996 (as amended) (the "Construction Act") applies to this Agreement.

118. Where the Construction Act applies either party may refer a dispute arising under this Agreement to adjudication at any time under Part 1 of The Scheme for Construction Contracts (England and Wales) Regulations 1998 or The Scheme for Construction Contracts (Scotland) Regulations 1998 (SI 1998/687) (as applicable), which Part shall take effect as if it was incorporated into this paragraph.

119. The adjudicator shall be appointed by Chartered Institute of Arbitrators (CIArb) unless otherwise agreed between the parties.

120. The Customer may refer a relevant dispute under this Offer and Agreement to Ofgem within 1 year of connection in accordance with section 23 of the Act.

121. Nothing in clauses 117 to 120 inclusive shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or interdict or such other provisional, equitable or emergency judicial relief as it considers necessary to avoid irreparable damage.

#### Severance

122. The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement shall not adversely affect the validity or enforceability of the remaining terms and rights.

#### Jurisdiction

123. Without prejudice to the rights of the Parties under Section 23 of the Act and subject to clauses 117 to 121 inclusive each party irrevocably agrees that:

- where the Premises are situated in England and/or Wales, the courts of England and Wales; or
  - where the Premises (including part thereof) are situated in Scotland, the Scottish courts,
- shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

#### Governing law

124. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the law of England and Wales (where the Premises are situated in England and/or Wales) or in accordance with Scots law (where the Premises (including part thereof) are situated in Scotland).

## Supplementary Consumer Terms and Conditions

### 1. Application of these Terms and Conditions

- 1A) These Supplementary Consumer Terms and Conditions apply to where the Company's Offer is issued to a consumer. A consumer is an individual who applies for a connection from the Company for personal use.
- 1B) If you are a consumer these Supplementary Consumer Terms and Conditions shall be incorporated into the terms of the Offer and these Supplementary Consumer Terms and Conditions shall take priority over any inconsistent terms in the Offer or the Company's standard terms and conditions.

### 2. Rights to Cancel

- 2A) You have the right to cancel your Agreement with us without giving any reason within 14 days of us receiving your acceptance. This right of cancellation will last for 14 calendar days from the day we receive your acceptance. This right is in addition to any other right to cancel that you have under our standard terms and conditions.
- 2B) You also have the right to cancel your Agreement with us without giving any reason after 14 calendar days of us receiving your acceptance but within 25 calendar days of us receiving your acceptance. This right of cancellation will expire 25 calendar days from the day we receive your acceptance. This right is in addition to any other right to cancel that you have under our standard terms and conditions.

If you decide to use either of these rights to cancel, you must inform us of your decision to cancel the Agreement by a giving us clear notice in writing (for example a signed letter sent by post or e-mail) within the period allowed for cancellation. You may use the attached cancellation form, but it is not obligatory.

### 3. Effect of Cancellation

- 3A) If you cancel the Agreement in accordance with paragraph 2A above, we will refund to you all payments received from you.
- 3B) We will make these refunds without unnecessary delay. We will make any refund in accordance with our payment policy; you should not incur any fees as a result of the refund. (Any reimbursement will be subject to any payment restrictions guidance issued by OFSI.)
- 3C) If you requested that we start the Company's Works during the cancellation period, you shall pay us for any work we carried out before you cancelled of the Agreement.



## CANCELLATION FORM

*Only fill in and return this form if you want to withdraw from the contract.*

To: Attn. Quote Acceptance, Connections and Engineering  
Scottish and Southern Electricity Networks  
4 Penner Road  
Havant  
Hampshire  
PO9 1QH

E-mail: [quote.acceptance@sse.com](mailto:quote.acceptance@sse.com)

I/We [\*] want to cancel my/our [\*] Agreement for the connection at [\*\*]: (Add details of the premises to be connected)

Job reference:

Date you accepted the Offer:

Your name:

Your address:

Your signature:

Date:

[\*] Delete as appropriate.

[\*\*] Populate as appropriate.