

Standard Terms and Conditions for Large and Major Generation Connections

The Offer sets out the details of the Customer's Connection and includes and is subject to the standard terms and conditions ("Standard Terms and Conditions") set out below. (Definitions of capitalised words used in these Standard Terms and Conditions are set out in the Glossary of Defined Terms accompanying the Offer.)

1. Acceptance of the Offer

- 1.1. The Offer remains open for acceptance by the Customer for 90 calendar days from the date of the Offer unless the Company informs the Customer otherwise in writing.
- 1.2. Where a Customer accepts the Offer, the following terms shall apply as the agreement to provide the requested Connection (the "Agreement") between the Customer and the Company:
 - 1.2.1. these Standard Terms and Conditions;
 - 1.2.2. the terms set out in the Offer (as varied from time to time); and
 - 1.2.3. (where applicable) the Consumer Terms and Conditions.
- 1.3. 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. 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. The Customer cannot extend the acceptance period where the interactive connections process applies. It will not be possible for the Company to provide all the connections in an interactive queue due to insufficient capacity or constraints and acceptances by customers further up the interactivity queue will take priority over acceptances lower down the queue, in which case the lower acceptances will be deemed to be invalid. If this happens the Company will contact the customer to discuss alternative connection solutions.
- 1.4. The Company may require to make the Offer subject to additional processes in areas where electrical capacity is constrained before and after connection, including Queue Management, Curtailment, Active Network Management (ANM), 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.
- 1.5. Valid acceptance is dependent upon receipt by the Company of:
 - 1.5.1. payment in full of Connection Offer Expenses (where applicable) within 30 days of the date of invoice;
 - 1.5.2. payment in full of all other payments due on acceptance; and
 - 1.5.3. provision of appropriate security (if applicable) as set out in the Offer.

The Company will not commence any work on or make any commitment to the Connection until the payments due with acceptance of the Offer and provision of any relevant security are received.
- 1.6. To accept the Customer must also complete the Customer Acceptance Form, including the selection of which of the alternative Contestable Works options and payment options the Customer wishes to accept, and must sign and return the completed Customer Acceptance Form to the Company. The Company, acting reasonably, may determine that failure to comply with these requirements has invalidated the Customer's acceptance.
- 1.7. Where a number of parties are competing to deliver the same works for a project, they may each apply for and receive a competing 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.
- 1.8. The Company may withdraw the Offer at any time prior to acceptance by giving notice in writing of such withdrawal to the Customer. The Offer shall be deemed to have been withdrawn on the date of the notice being given. The withdrawal of the Offer shall be without prejudice to the rights of the Customer to request the Company to provide a new Offer in respect of the Connection.
- 1.9. Acceptance of the Offer supersedes and cancels any other offers previously issued by the Company for this project or accepted by or on behalf of the Customer and such prior offers shall be deemed withdrawn, except to the extent otherwise agreed by the parties in writing.
- 1.10. The Offer, including these Standard Terms and Conditions, is a notice under Section 16A (5) of the Electricity Act 1989.

2. Identity of the Customer

- 2.1. The Offer is subject to screening of the Customer against the UK government sanctions list as amended or replaced from time to time. In the event the Customer is included on the UK government sanctions list the Company reserves the right to withdraw the Offer.
- 2.2. The Company reserves the right to carry out Customer screening at any time against the UK government sanctions list as amended or replaced from time to time. If at any time the Customer's details are found on the UK government sanctions list, the Company shall follow the government sanctions guidelines.
- 2.3. 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.
- 2.4. A third party may apply for and accept the Offer and engage in communications in relation to the Offer and any subsequent Agreement on behalf of the Customer, provided that:
 - 2.4.1. the third party has been appointed by the Customer to act on its behalf by a formal letter of authority which is acceptable to the Company;
 - 2.4.2. 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;
 - 2.4.3. 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

- 2.4.4. 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 seven (7) days, or within such other time as is identified by the Company to the Customer in writing.

3. Customer Choice

- 3.1. Whilst works on the existing Distribution System must be carried out by the Company (Non-Contestable Works), works to join the Customer's premises up to the Distribution System (Contestable Works) may be able to be carried out by authorised third parties as Alternative Providers, offering a competitive alternative. The Customer must choose whether to appoint the Company to undertake all of the Distribution Works, or whether to appoint the Company to undertake only the Non-Contestable Works and an Independent Connections Provider (ICP) or an Independent Distribution Network Operator (IDNO) to undertake the Contestable Works.
- 3.2. The Customer must identify its choice to the Company. It may be possible for the Customer to make another selection at a later date, but where the Company has already incurred or committed to costs in relation to the Contestable Works, the Customer will be required to reimburse all such costs in full to the Company before such change can be accepted. The Company will vary the Agreement to reflect the appointment of the Alternative Provider and the changed scope of Distribution Works for the Company once this payment has been made. The changes to the Agreement may include changes to the Estimated Connection Date, as the time taken to integrate the Alternative Provider's Contestable Works will require to be taken into account. If there are substantial design changes as a result of the late appointment of the Alternative Provider it may be necessary for the Customer to apply for a new offer from the Company.
- 3.3. Where the Customer chooses to undertake the Contestable Works it must appoint an authorised Alternative Provider to carry out those Contestable Works and provide all of the associated design, materials, plant and equipment and obtain all applicable Land Rights and Consents. The Company will levy additional charges on the Customer to cover the costs of review of and adoption of an Alternative Provider's Contestable Works. Where the Alternative Provider's works are to be adopted by the Company the Alternative Provider must be [National Electricity Registration Scheme](http://www.nrpa.com/en/utilities/national-electricity-registration-scheme-ners/) (NERS) registered and accredited for the specific works it is to carry out (www.nrpa.com/en/utilities/national-electricity-registration-scheme-ners/). Where Alternative Providers are IDNOs they must be licensed by Ofgem.
- 3.4. The Alternative Provider must comply with the Company's specifications and technical requirements for design and build (as updated from time to time) and meet the Company's Milestones or programme requirements. If it does not do so this may impact the cost and time of the Non-Contestable Works.
- 3.5. Where the Customer chooses to connect to the Company's Distribution System through an IDNO, this will have additional implications for some activities such as ANM, metering, Protection and control – to ensure effective interfaces between the two distribution systems.

4. Customer's Obligations

- 4.1. The Company is under no obligation to permit the Customer's connection to the Distribution System unless it is satisfied that the Customer has complied with the Customer's obligations set out below and in the Offer. The Customer obligations apply equally to any Contestable Works being carried out by an Alternative Provider on behalf of the Customer.
- 4.2. The Company will not commence, continue with or complete the Distribution Works, nor adopt any Contestable Works, energise and/or undertake any other requirements unless and until the Customer has carried out and complied with the Customer's Obligations and any requirements set out in the Offer.
- 4.3. If the Customer fails to satisfy any of the conditions and/or obligations set out in the Offer and/or these Standard Terms and Conditions and the Company is required to reschedule and/or redesign the Distribution Works as a result, then the Customer shall pay the Company's reasonable costs and expenses incurred and/or committed by the Company in doing so.
- 4.4. If the Customer continues to fail to satisfy any of the Customer Obligations and any other terms of these Standard Terms and Conditions, including failure to pay, for more than 30 days 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 terminate the Agreement.

Facilities, access and support

- 4.5. The Customer shall provide the Company with the facilities necessary to enable the Company to complete the Distribution Works in the most economical manner, in accordance with the scheduling information set out in the Offer (or as subsequently provided by the Company) and in accordance with applicable health and safety legislation. This shall include 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. The Customer shall ensure such load bearing surfaces are available as are necessary for the Company to carry out the Distribution Works. The Customer shall bear the cost of reinstating surfaces on land affected by the Works, including the surface of streets and pavements not adopted by the highway authority at the time cables are laid.
- 4.6. The Customer shall provide the Company with unrestricted pedestrian and vehicular access to and within each part of the Premises (unless otherwise agreed in writing) and to and within land owned, leased by or otherwise under the control of the Customer, as is necessary to enable the Company to provide the Connection, including suitable access to the extent required for construction traffic, heavy vehicles, construction plant and equipment to enable the Company to carry out the Distribution Works and to access any substation site and/or switchroom. The Customer must ensure that its site, Premises and any substation's site(s), cable routes and any associated overhead line positions are clear of all encumbrances and ready for on-site construction. If the Customer prevents or hinders 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 the 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.
- 4.7. The Customer must give at its expense such assistance in connection with the Works as is 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, employees, representatives or agents do not impede the Distribution Works. The Customer shall provide the Company with the information it reasonably requires in connection with the Works.

- 4.8. The Customer shall be responsible for the security of any Equipment from the Company provided for the Customer's Connection and stored on the Customer's site. The Company will charge the Customer for any additional materials required to be provided due to damage or theft.
- 4.9. If during the course of the Customer's Works, any cable should be damaged by the Customer (including by its contractors, Alternative Providers or others working on behalf of the Customer) then this fact must be reported to the Company's Emergency Service Centre on 0800 072 7282 for Southern Electric Power Distribution plc, or on 0800 300 999 for Scottish Hydro Electric Power Distribution plc, immediately. The Customer will be liable to the Company for the full cost of any repairs.

Safety

- 4.10. The Customer shall ensure that the area within which the Company is to undertake the Distribution 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, safety and environmental issues and shall comply with all applicable health and safety legislation, including the Health & Safety at Work Act 1974 and its associated regulations, the Electricity Safety, Quality and Continuity Regulations 2002, the Construction (Design and Management) Regulations 2015 and the relevant Health and Safety Executive documents. The Customer shall take all reasonable steps to ensure the safety of all employees, contractors, representatives and agents, including the Company's employees, representatives, contractors, representatives and agents, while the Works are in progress and during subsequent maintenance and repair at the Premises.
- 4.11. The Company shall not be under any obligation to commence or continue the Works and may stop the Works and remove all Company employees, contractors, representatives and agents and Company equipment until it is reasonably satisfied that each part of the Customer's Works, Installation and the Premises is compliant with applicable health and safety legislation and constructed and installed, protected and used so far as reasonably practicable to prevent danger and not to cause interference with the Company's Distribution System. The Company will not allow its employees, contractors, representatives and agents to return to the Customer's Premises or site(s), nor to restart the work until it is satisfied the Customer is complying with the applicable legislation and regulations. The Customer shall bear the cost of any such stops or delays caused by health and safety issues.
- 4.12. The Customer shall bring these safety requirements to the attention of the Customer's employees, contractors, representatives and agents working on the Customer's Premises or site(s), including any Alternative Provider.
- 4.13. 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 and the Construction (Design & Management) Regulations 2015. Designers for the Customer must be 'suitably experienced, qualified personnel' (SEQP) and competent.
- 4.14. Where the Customer has appointed an Alternative Provider to carry out the Contestable Works, the Company will not hold any role under CDM for those Contestable 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 Works and:
- 4.14.1. The Company will appoint a "Principal Designer" under CDM to ensure coordination and cooperation for those Works;
- 4.14.2. 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;
- 4.14.3. The Company will carry out the construction work for the Contestable Works as "Principal Contractor" under CDM in that delineated area;
- 4.14.4. In so far as the Customer or its employees, contractors, 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
- 4.14.5. Once the Distribution Works for the Contestable Works are completed, control of the delineated part of the Customer's site will revert back to the Customer.
- 4.15. The Customer shall comply with the requirements of the following Health and Safety Executive documents, HSG47 "Avoiding Danger from Underground Services" and GS6 "Avoidance of Danger from Overhead Electric Power Lines" as such publications may be amended or restated from time to time. These documents are available from the HSE Books website at www.hse.gov.uk/pubns/books.
- 4.16. The Customer may use the Company's Freephone service on 0800 072 7282 for Southern Electric Power Distribution plc, or on 0800 300 999 for Scottish Hydro Electric Power Distribution plc, to obtain information on the location of the Company's underground cables and existing overhead lines. It would be helpful if callers provide the Post Code and/or the map reference of their site.
- 4.17. Where the Connection is to be provided for a wind generation development, the Customer shall ensure that the minimum horizontal clearance from the centre of each wind turbine tower to the nearest overhead line conductor is not less than 1.1 times the height of the completed wind turbine, measured from the blade tip at its highest position to normal ground level.

Metering

- 4.18. The Customer shall be responsible for Export and Import electricity metering, and the associated communications facilities required for the Connection. The Company cannot install or relocate the meter(s). The Customer is responsible for arranging and meeting all costs associated with the installation of metering and associated facilities.
- 4.19. The Customer shall enter into agreements, as required, with a Supplier and (where applicable) a Meter Operating Agent for the provision of the required metering and associated communications facilities for the Connection. The Customer shall advise the Company which Supplier and (where applicable) Meter Operating Agent has been appointed, prior to energisation of the Connection. The Supplier and (where applicable) Meter Operating Agent must install Import/Export metering compliant and installed in accordance with the appropriate industry Code of Practice. The metering must be programmable, able to record data at half-hourly intervals, able to be read remotely and capable of recording kW and kVAh for both Import and Export. The Company will not energise the Connection until the relevant metering arrangements and agreements are in place.
- 4.20. Unless otherwise agreed, metering panels and multicore wiring to connect to the metering voltage and current transformers will be supplied and installed by the Company, or the Customer's appointed Alternative Provider if the Customer has accepted the Offer on a 'Non-Contestable Works Only' basis. The metering panels shall be located by mutual agreement between the Customer and

the Company and shall be suitable for the reasonable requirements of the Company and any appointed Meter Operator Agent and/or Supplier.

- 4.21. A modem and communications link for the metering must be provided by the Customer (either by way of a dedicated telephone exchange line or other form of communications mutually agreed between the Customer and the Company). The Customer shall be responsible for meeting all costs associated with the installation and rental of these communication links.

Technical Requirements

- 4.22. The Customer's installation must be installed, operated and maintained in accordance with the technical engineering requirements of the Distribution Code and the Customer shall also comply with the following Engineering Recommendations (where applicable) (as amended or replaced from time to time): G5, G59 or G99, G100, and P28, as well as any site specific technical requirements set out in the Offer.
- 4.23. To ensure compliance with these technical requirements a harmonic or other analysis may require to be completed following acceptance of this Offer at the Customer's cost. Any additional costs and/or works identified as part analysis of this must be fully funded by the Customer. The Company will not energise the Connection until it is satisfied that these technical and additional requirements have been met.
- 4.24. The voltage depressions experienced by the supply network due to start-up loads must not exceed the limits set out in latest Engineering Recommendation P28 "Planning Limits for Voltage Fluctuations and the Connection of Disturbing Equipment to Transmission Systems and Distribution Networks in the United Kingdom" (as amended or replaced from time to time). The Customer must establish procedures to ensure compliance with this.
- 4.25. If the Customer will install welding equipment it must advise the Company of the nameplate and welding kVA rating of the welders, the maximum welding current and confirm if point-of-wave switching is provided, the input voltage and number of phases for the equipment. This will allow the Company to advise the Customer on the suitability of the equipment for the proposed arrangement to minimise disturbance of supplies of electricity to other customers in the area.
- 4.26. The Customer shall advise the Company if it proposes to install any motors, welders, control gear or other equipment which might generate harmonics. Such equipment may affect electricity supplies to other customers in the area, as well as damaging the Company's own equipment. If such equipment is connected without the Company's prior agreement, the Company may insist upon disconnection until the situation has been resolved, at the Customer's cost.
- 4.27. The Customer's Installation must strictly comply with the requirements detailed in Engineering Recommendation G5 "Planning Levels for Harmonic Voltage Distortion and the Connection Harmonic Sources and/or Resonant Plant to Transmission Systems and Distribution Networks in the United Kingdom" (as amended or replaced from time to time). The Connection must comply with the Stage 1, Stage 2, or Stage 3 limits as specified by G5. In the event of non-compliance with G5, the Company may disconnect the Customer's Installation from the Distribution System until compliance can be guaranteed. This is to prevent unwanted disturbance to other customers connected to the Distribution System.

Operation, Protection and Control

- 4.28. The Customer's generation/energy storage plant is subject to the terms of the Distribution Code.
- 4.29. The Customer shall ensure that its generation output is balanced across the phases of the Connection at all times and energisation shall be conditional upon this.
- 4.30. The Customer must operate its generation/energy storage plant within the power factor range and/or generation mode of operation (as applicable) stated within the Offer for all levels of generation output.
- 4.31. Any emergency trip facility shall be installed at a point mutually agreed between the Company and the Customer, in an area that is accessible by the Customer.
- 4.32. The Company may witness all Protection and control testing, including the Customer's Protection schemes, to ensure compliance with Engineering Recommendation G59 or G99 (as amended or replaced from time to time). The Company may require the Customer to provide evidence of Protection and control testing carried out by the Customer to ensure compliance with Engineering Recommendation G59 or G99 (as amended or replaced from time to time). The Customer and/or its Alternative Provider must provide a programme giving adequate notice of installation hold points and commissioning tests to allow the Company to witness these works as required.
- 4.33. The Company will coordinate Protection relay settings with the Customer to ensure discrimination between the respective Protection equipment – to determine how the equipment must respond.
- 4.34. The Customer is responsible for meeting all costs associated with the installation of a communication link, satellite control unit or telephone line as agreed with the Company. Energisation of the Connection is dependent upon the Customer having agreed communications equipment installed and commissioned.

Frequency of and Fluctuations Caused by Starting

- 4.35. The voltage depressions experienced by the supply network due to start-up loads must not exceed the limits set out in latest Engineering Recommendation P28 (as amended or replaced from time to time). The Customer must establish procedures to ensure compliance with this.

Customer Design and Works (including Contestable Works)

- 4.36. In order for the Company to carry out the Distribution Works the Customer shall complete the Contestable Works (including design) and any other Customer's Works which are not the responsibility of the Company, which are necessary to allow the Company to commence, continue and/or complete the Distribution Works. These Customer's 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. Delays or changes to the Customer's Works will impact the cost and time of the Connection.
- 4.37. Where the Customer is carrying out design which affects the Distribution Works it shall ensure the design is in accordance with the Company's design standards, specifications and adoption requirements as set out on the Company's [Website](#) (as applicable and as amended or restated from time to time). Where an Alternative Provider is appointed, that Alternative Provider must design the Contestable Works on behalf of the Customer. The Customer (through its Alternative Provider) must submit its design for

Contestable Works to the Company for approval and must make any amendments to that design required by the Company. No approval, acceptance, review or comment, or failure to approve, review or comment on the Customer's or Alternative Provider's design by the Company shall relieve the Customer of liability for its design.

- 4.38. Where the Customer appoints an Alternative Provider to carry out any Contestable Works it shall notify the Company of the identity of its Alternative Provider in advance of submitting any designs. The Alternative Provider shall provide its design for the Contestable Works in no more than two submissions to Company. Where the Company receives more than two submissions the additional review required may impact on the cost and time of the Connection and the Customer shall pay the additional costs the Company incurs. The Company will not be obliged to adopt any Contestable Works where the Company's standards and specifications and adoption requirements are not met. The Company may in exceptional cases consider requests for deviations from these standards, specifications and requirements ahead of energisation, but does not guarantee to accept these requests. Such requests will delay the progress of the Connection and add to the cost which the Customer shall pay. Following the Works, the Customer (through its Alternative Provider) must provide as built drawings and certification of its Contestable Works.
- 4.39. The Customer is responsible for errors, omissions, delays or discrepancies in design and written information supplied by the Customer (including by its Alternative Provider) and shall pay the Company the costs the Company incurs as a consequence of any such errors, omissions, delays or discrepancies.
- 4.40. The Alternative Provider must carry out all third-party negotiations for the Contestable Works, including for Land Rights, Consents and ecology and archaeology checks.
- 4.41. The Customer shall provide a programme for its Customer's Works, including the Contestable Works, to the Company and provide regular updates on the programme as those Works are being carried out.
- 4.42. The Customer and its Alternative Provider shall obtain, satisfactorily install and legally secure (with the necessary legal rights) all plant and equipment which are necessary for the Customer's Works (including the Contestable Works) by the times agreed with the Company and to remain available for use for the Connection.
- 4.43. The Customer and its Alternative Provider shall carry out the Customer's Works with reasonable skill and care and in accordance with applicable law, the Customer's Works must be free of defects, in accordance with the design, materials and quality specified by the Company and with the Company's standards and any other relevant agreements and carried out to allow the Distribution Works to be carried out in a continuous, efficient and logical progression. The Customer and its Alternative Provider shall obtain manufacturers' warranties on the best available terms and pass these on to the Company for adopted Contestable Works.
- 4.44. The Company shall be entitled to inspect the Customer's Premises and Customer's Works and test them to its satisfaction. If the Customer's 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. The Customer shall pay to the Company its reasonable costs incurred in relation to any repeat tests and abortive visits to the Premises.
- 4.45. 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 is not an admission by the that the Contestable Works are compliant and shall not relieve the Customer of liability for its Customer's Works.
- 4.46. Any plant, apparatus or cable installed before the Adoption Agreement is entered into are installed at the Customer's own risk and any costs incurred in carrying out inspections and making these assets subsequently fit for adoption will be borne by the Customer. The Customer shall be responsible for any delays to the programme which may result.
- 4.47. On satisfactory completion of an Alternative Provider's Contestable Works and prior to the final energisation of the Connection, the Company will issue an adoption completion certificate to the Customer's Alternative Provider; this will transfer to the Company full title in the adopted Contestable Works (including the equipment/assets). Following adoption, the whole of the adopted Contestable Works (including the equipment/assets) shall become the property of and be owned, operated and maintained by the Company and shall form part of its electricity Distribution System. The Company may use the adopted Contestable Works (including the equipment/assets) it as it determines in its electricity Distribution System.
- 4.48. The Customer's Works shall not cause any nuisance, inconvenience, or disturbance to adjoining premises.
- 4.49. Where the Contestable Works cross or work around assets of third parties the Alternative Provider may require to enter into crossing or proximity agreements, undertakings or consent letters with those third parties and to obtain additional insurance to progress the Contestable Works.
- 4.50. Appointment of a contractor or subcontractor (including an Alternative Provider) shall not remove liability for the Customer's Works from the Customer.
- 4.51. The Company shall not be liable for any damage, cost or loss to third parties caused by the Customer or its Alternative Provider's actions or omissions. Where the Customer (including an Alternative Provider) carries out Customer's Works (or fails to carry out works which it should have carried out under this Agreement), the Customer shall be liable for and shall indemnify the Company for:
 - 4.51.1. 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;
 - 4.51.2. any third party demands, actions, proceedings, claims, damages and losses, including legal or other costs and expenses, which relate to the Customer's Works and are made or brought against or incurred by the Company, including arising out of the Customer's Works crossing over or being in proximity to third party assets; and
 - 4.51.3. any loss, costs or damage it suffers as a result of the Customer's Works (including the Contestable Works) being carried out.
- 4.52. The Company shall have no liability whatsoever, arising in contract, tort or delict (including negligence) or breach of statutory duty for any defect, malfunction, non-conformance or otherwise in the Customer's or Alternative Provider's electrical equipment, or the Customer's Works, Premises or Installation or for defects in the Equipment or the Company's Distribution System which are a result

of any Customer's Works, Customer's or Alternative Provider's equipment or the Customer's or the Alternative Provider's actions or omissions.

Milestone Deadlines

- 4.53. The Connection and the Estimated Connection Date are dependent and conditional on the Customer and its Alternative Provider(s), employees, contractors, agents and representatives meeting any Milestone deadlines set out in the Offer (as amended from time to time) in accordance with the requirements of the Offer and providing the evidence required by the Company to demonstrate those Milestones have been satisfactorily achieved.
- 4.54. Failure by the Customer and its Alternative Provider(s), employees, contractors, agents and representatives to meet the Milestones on time will result in a delay to the Connection and the Company will be entitled to amend the Estimated Connection Date accordingly. Where a Milestone delay remains unremedied by the Customer the Company may terminate this Agreement.
- 4.55. Each Milestone must be met and evidenced within the Remedy Notice Period detailed in the [Energy Networks Association \(ENA\) Queue Management User Guide](#) and to the reasonable satisfaction of the Company.
- 4.56. The Company will not commence, progress or complete the Distribution Works until it is reasonably satisfied that the Customer is making reasonable progress with the Customer's Works and meeting the Milestones.
- 4.57. Milestone delays will be considered by the Company individually against the Remedy Notice Period. The Company may permit delays caused by exceptional issues outside of the Customer's control, provided the Customer provides details of the delay to the Company as soon as possible and reasonable evidence to justify the delay.
- 4.58. The Company may use its Queue Management process to prioritise those customer connection projects that are ready to progress.

Legal Agreements

- 4.59. Prior to the final connection and/or commissioning and/or energisation of the Customer's installation/project, the Customer or its Alternative Provider (as appropriate) will be required to enter into or become a party to certain agreements which relate specifically to the Connection. These include but are not limited to:
 - 4.59.1. an Adoption Agreement with the Company if the Customer has appointed an Alternative Provider to be responsible for the Contestable Works to be adopted by the Company;
 - 4.59.2. a Connection Agreement with the Company, governing the use and operation of the Connection from energisation;
 - 4.59.3. a Bilateral Connection Agreement (BCA) with the Company (where applicable) if the Customer is connecting through IDNO;
 - 4.59.4. a joint operational agreement (JOA)/site responsibility schedule (SRS) with the Company which details the operating responsibilities and safety arrangements with regard to the Connection;
 - 4.59.5. an electricity supply agreement with an Electricity Supplier who is a party to the DCUSA (where applicable);
 - 4.59.6. an electricity purchase agreement with an Electricity Supplier who is party to the DCUSA, a party to the BSC and a party to the CUSC (where applicable);
 - 4.59.7. a Meter Operating Service Agreement with a Meter Operator Agent for the provision of the required metering and associated communications facilities for the Connection;
 - 4.59.8. any further agreements required to ensure the safe and legal operation of the Connection; and
 - 4.59.9. any further agreements, documentation or arrangements in relation to the Connection which NESO or any regulator may require or request the Customer to become a party to or enter into.

Where the agreements are between the Customer and parties other than the Company, the Customer must provide documentary evidence satisfactory to the Company of compliance with these requirements.

- 4.60. The Customer's obligations in relation to these agreements 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 obtain and comply with these agreements and the Company shall be entitled to such extension of time for the performance of its obligations as it shall reasonably require.

5. Land Rights and Consents

- 5.1. The Company cannot and will not be able to provide the Connection by the Estimated Completion Date and operate the Connection unless all the necessary Land Rights and Consents are in place and available to the Company to enable the Company to carry out Distribution Works as planned and the operation of all electric cables, substations, all other apparatus, lines and works required for the purposes of the Connection along the route approved by the Company. The Company may be unable to complete design and/or start physical works until the associated Land Rights and Consents are in place. The Company shall not be obliged to continue with or complete the Distribution Works, to adopt any Contestable Works, to energise and/or undertake any other requirements until the Land Rights and Consents are in place and may require to terminate the Agreement if the Land Rights and Consents are not obtained.
- 5.2. Where the Customer (through its Alternative Provider) is carrying out Contestable Works, the Customer shall be responsible for obtaining all necessary Land Rights and Consents for the carrying out and operation of those Contestable Works. The Customer shall provide evidence satisfactory to the Company that it has obtained all Land Rights and Consents in a form and along a route or at a location approved by the Company necessary for the carrying out, installation and operation of any Contestable Works until adoption of those Contestable Works or as long as required by the Company. The Land Rights and Consents shall be maintained by the Customer until adoption. The Customer shall ensure that the required Consents and Land Rights are made available to the Company free of charge and are in place at the adoption of those Contestable Works by the Company and will remain in place for the Connection. (Where section 37 consents are required under the Electricity Act, the Alternative Provider must provide section 37 details to the Company, and the Company will then apply for the consent on behalf of the Alternative Provider.) The Customer shall also provide the Company with any notices required under by Consents, the Traffic Management Act 2004 and the New Roads and Street Works Act 1991 in respect of the Customer's Works.
- 5.3. The Land Rights and Consents provided by the Customer and its Alternative Provider shall be in accordance with the Company's guidance and minimum requirements for Land Rights as set out in the Offer and on the Company's [Website](#). The Company requires



as much legal security for placement and maintenance of its equipment and cables as possible. For example, for switch rooms the Company requires either a lease if outside a development or sub-lease if inside and Land Rights in relation to the cable up to the point of connection to the Company's infrastructure. The Company requires an easement or servitude rather than a wayleave. The Customer and its Alternative Provider shall comply with the guidance and requirements of the Company, as well as industry codes of conduct when dealing with landowners and other stakeholders for Land Rights and Consents.

- 5.4. 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 Works too) at the Customer's cost. The Customer shall provide the Company with all such assistance as the Company may require to obtain any such Land Rights and Consents.
 - 5.5. Where assets and Works required for the Connection are on, over or through property owned by the Customer, under the control of the Customer, or over which the Customer has legal rights, or within land forming part of the Customer's landlord's wider ownership, the Customer shall, grant or transfer or secure (at no cost to the Company, or for a nominal sum of £1) any Land Rights and Consents in a form and along a route and at a location approved by the Company, including rights for cables, overhead lines, substations and all other apparatus to be installed over or within the Customer's premises, with full title guarantee and without conditions and free from encumbrances.
 - 5.6. The Offer assumes for the Quotation that the Company will be able to place all plant and equipment in the adopted public highway or land owned or controlled by the Customer for the Company's Distribution Works, as the extent of third party Land Rights are not known when the Offer is made. If third party land rights are required (as is frequently the case), the Company shall be entitled to such extension of time as required and shall charge and the Customer shall pay for such additional cost as the Company shall reasonably require to obtain Land Rights from third parties.
 - 5.7. The Company assumes for the purposes of the Quotation that Land Rights and Consents will be granted without dispute and in accordance with the Company's standard Land Rights' style agreements, where this is not the case the Customer will have to meet the additional costs actually incurred.
 - 5.8. The Company assumes for the purposes of the Quotation that no fees will be charged by the Highway Authority or other applicable authority for permission to carry out street works and/or traffic management, as such fees are not known at the time the Connection Offer is issued. Where such fees are charged the Customer will have to meet the additional costs actually incurred, together with an administration fee to cover our administrative costs.
 - 5.9. Where the Company or the Customer (including its Alternative Provider) are unable to obtain third party Land Rights and/or Consents, the design and terms of the Agreement with the Customer may need to be revised and the Customer will need to meet any associated additional costs that may be incurred by the Company or third party. Timescales may vary to obtain Land Rights and Consents.
 - 5.10. The Customer shall 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 or outside of the Premises (as necessary) (including settlement of all properly evidenced claims) in addition to the Charges, including but not limited to:
 - 5.10.1. its own and its Alternative Provider's legal and other fees, costs and expenses, including the costs of any professional advisors;
 - 5.10.2. the legal and other fees, costs and expenses of the Company, including the costs of any professional advisors; and
 - 5.10.3. the legal and other fees, costs and expenses of any consenter or other third party, including the costs of any professional advisors.
 - 5.11. In addition to professional fees and expenses and Land Rights fees levied by third parties to process Land Rights, costs may include costs associated with any compulsory purchase, necessary wayleave applications or other Land Rights processes which may have to be submitted under the Electricity Act 1989. Timescales and costs for determination of a compulsory purchase, necessary wayleave consent or other Land Rights process will depend on the specific circumstances of the application. An application for a compulsory purchase or necessary wayleave does not guarantee a positive determination. The decision to pursue a compulsory purchase, necessary wayleave or other Land Rights process remains at the sole and reasonable discretion of the Company.
 - 5.12. The Company or its 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.
 - 5.13. 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 Works. The Customer shall provide the Company with all such assistance as the Company may require to obtain any such Land Rights and Consents.
 - 5.14. 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.
 - 5.15. 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, including but not limited to a failure to obtain Land Rights and Consents, or Land Rights and Consents being obtained that are insufficient, save to the extent that such losses arise directly as a result of the Company's actions or omissions. This indemnity will include liabilities, losses, damages, costs expenses and charges suffered or incurred by the Company where ultimately the Connection does not progress.
- 6. Contamination and Adverse Ground Conditions**
- 6.1. It is the Customer's responsibility to identify whether its Premises are contaminated and to remove any contamination at the Customer's expense before or during the Distribution Works. The Customer shall ensure that the area within which the Company is to undertake the Distribution Works is free from contamination. The Company shall be entitled to refuse to commence, continue or adopt any work and may suspend the Distribution Works if contamination is identified until the contamination is removed and the

Customer shall bear the cost of such suspension and removal. The Customer shall be responsible for remedial works on property owned or leased by the Customer or under the control of the Customer, to the reasonable satisfaction of the Company. Where the contaminated land is not on property owned or leased by the Customer or under the control of the Customer, the Customer shall be liable to pay any additional costs incurred by the Company arising out of or relating to the contamination. The Company shall have no liability or responsibility for any such contamination, and any treatment and/or removal of contamination shall be at the Customer's cost and expense. The Customer is responsible for all hazardous substances and materials at the Premises, unless introduced by the Company.

- 6.2. The Customer is responsible for carrying out any necessary assessments to determine the condition of its Premises, such as flood risk assessments based on the regulated flooding maps from the Environment Agency in England or the SEPA in Scotland. Any mitigation measures needed to ensure flood protection for the Works and the life of the Connection is the responsibility of the Customer. 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 Distribution Works. The Company will not investigate in advance of issuing the Offer whether any such Adverse Ground Conditions may affect the Distribution Works.
- 6.3. If Adverse Ground Conditions are identified in advance of starting the Distribution 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 Distribution Works, and this results in any additional cost or delay to the Distribution Works then the Company shall be entitled to claim the additional cost from the Customer and/or an extension of time to the Estimated Connection Date for the Distribution Works if required.

7. Customer's Information

- 7.1. The Customer acknowledges and agrees that:

- 7.1.1. 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 Distribution Works and/or the Connection and/or affect any of the terms of this Agreement including details of any disputes and will update the Company if this information later changes; and
- 7.1.2. the Offer has been based on the information provided by the Customer to the Company relating to the Customer's proposed Connection.

- 7.2. If it is shown that:

- 7.2.1. any information provided by the Customer is incorrect and/or misleading or changes; and/or
- 7.2.2. the Customer fails to provide and/or omits any information required and this impacts the Distribution Works and/or the Connection 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 Estimated Connection 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. The Company reserves the right to suspend its Distribution Works, to withdraw the Offer (prior to acceptance) or terminate this Agreement if information is missing or incorrect and it is not possible or reasonable to revise the affected terms.

8. Company's Design and Works

- 8.1. Where the Company carries out design in respect of the Distribution 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 Distribution Works. The Company shall be free to specify at its own reasonable discretion what materials to use in the Distribution Works.
- 8.2. The Company undertakes the Distribution Works and provides all of the plant and equipment required to provide the Connection, provided that the Customer provides any works, facilities or access arrangements specified by the Company and meets the Customer's other obligations set out in the Offer and these Standard Terms and Conditions.
- 8.3. The scope of works set out in the Offer is based on the results of an initial, off-site, desk-based study and the Company will require to undertake a more detailed review after the Offer has been accepted. Subsequent to acceptance of the Offer by the Customer the Company may carry out stability studies, power quality assessments, environmental impact surveys, ground condition, archaeological, marine and/or other such technical studies, assessments, surveys and/or reviews as required to undertake the Distribution Works. If such subsequent studies, assessments and/or surveys or other reviews indicate that amendment to the scope and costs of the Distribution Works from the initial desk-based study is required to complete the Distribution Works, the Company will inform the Customer and may vary the Agreement.
- 8.4. Where further design or alterations to the design are required (at the Company's reasonable discretion) following the Offer, the Company shall be entitled to amend the design, carry out a detailed design, adjust the Charges (including but not limited to any security) accordingly and/or change the timing of the Works or extend the Estimated Connection Date by the period which the Company considers to be reasonable in the circumstances.
- 8.5. The Company shall carry out the Distribution Works for the Connection as set out in the Offer (as amended from time to time) in accordance with the Company's specifications and standards and shall exercise reasonable skill and care in carrying out the Distribution Works. The Company excludes all warranties express or implied in relation to the Company's design and works, including any implied term, condition, representation or warranty of satisfactory quality or fitness for a particular purpose, or that the Distribution Works or connection equipment will meet the Customer's requirements, whether implied by statute or otherwise, to the fullest extent permitted by law.
- 8.6. The Company will carry out the Distribution 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.
- 8.7. The Company reserves the right to sub-contract any part of its Distribution Works.

- 8.8. If the Distribution Works do not proceed or are impeded due to an act, omission and/or default by the Customer (including its employees, contractors agents and representatives and any Alternative Provider), the Customer shall reimburse the Company for any costs and expenses incurred or committed by the Company.
- 8.9. When accessing the Customer's site, the Company's employees, representatives, agents or contractors shall comply with all reasonable directions given by the Customer and its representatives in relation to general safety and security rules and procedures in force at the Customer's Premises from time to time and which shall have been brought to the attention of the Company. The Company's employees, representatives, agents or contractors shall remain the responsibility of the Company, which shall direct them to act in a proper, safe and workmanlike manner and at all times having regard to any requisite health and safety rules regulations and industry relevant guidelines in respect of the Distribution Works.
- 8.10. The Company will set out the point of connection to its Distribution System in the Offer or accompanying site plan.

9. Ownership of Equipment and the Works

- 9.1. 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 Premises and completion of the Distribution Works and shall indemnify the Company for any loss or damage to the Equipment during such period.
- 9.2. The Distribution Works and the associated plant and apparatus are the property of the Company who may use them as it determines in its Distribution System. Where the Company is adopting any Contestable Works undertaken by the Customer, on completion of the Customer satisfactorily completing any Contestable Works and signing an Adoption Agreement with the Company, the whole of the Contestable Works (including the associated plant and apparatus) shall become the property of the Company who may use them as it determines in its Distribution System. The issue of an Adoption certificate shall transfer to the Company full title in the adopted Contestable Works, following adoption the adopted Contestable Works (including the associated plant and apparatus) shall be owned operated and maintained by the Company and form part of its Distribution System.
- 9.3. 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 may 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.

10. Transmission Works

- 10.1. The Distribution System is just one part of the whole electricity system across the UK. To ensure the required electrical capacity can be made available, the Distribution Works and the timing of any connection to the Distribution System may be dependent on prior Transmission Works being carried out to the NETS. Where the connection to the Distribution System is subject to such Transmission Works, connection will not take place until after the Transmission Works have completed, unless interim Curtailed capacity is available and the terms of any interim Curtailment are agreed.
- 10.2. NESO manages the interfaces between the Distribution System and the NETS and determines with the TSOs the necessity for and the cost and timing of any works on the NETS. NESO determines how and whether a particular project or reinforcement will progress through the NETS connections queue.
- 10.3. The Company will advise the Customer if an application to NESO is required to establish whether the project can progress into NESO's Gate 2 Transmission Works queue and to establish the scope of and timing for any Transmission Works. Most applications will be made by the Company, but some applications (for BEGA/BELLA customers) will be required to be made by the Customer directly to NESO and the Company will make an accompanying application, the Company will advise the Customer if this is the case. Where the Customer requires to make direct applications to NESO the Customer must provide evidence to the Company that it has done so, to enable the Company to make its supporting application. The Customer shall provide the necessary information for and pay the cost of all applications to NESO. If the Customer does not provide the information, pay the relevant application costs, or where applicable make a necessary application, the Company will not progress the application and may terminate the Agreement.
- 10.4. The application to NESO should be made when the Customer is ready to progress its project, but where an application is required this application must be made and the resulting Transmission Works offer approved and accepted within 24 months of the acceptance of the Offer from the Company, in accordance with any relevant Milestone set out in the Offer. If this Milestone is not met the Company may terminate the Agreement. The Customer is responsible for reviewing and understanding NESO's processes and requirements for applications and for providing the necessary information and evidence about the status of its project.
- 10.5. NESO will review the application in accordance with its application windows and assess whether the project should progress into its Gate 2 programme, based on NESO's readiness criteria and whether the project is assessed by NESO to meet its strategic alignment criteria. Some projects may not meet these criteria and then will not receive a Gate 2 offer from NESO allowing the connection to progress. Those projects will remain at Gate 1, in which case the Distribution System Connection will not be progressed by the Company unless a Gate 2 offer is subsequently made by NESO within the 24 month Milestone period.
- 10.6. If NESO determines the Customer's connection project can progress to Gate 2, it will make an offer for the Transmission Works to the Company or to the Customer directly (for BEGA/BELLA customers). The NESO Gate 2 offer will result in the Agreement requiring to be updated to take account of the Transmission Works position (for all customers including BEGA/BELLA customers by a variation which will set out the detail of the Transmission Works. The Customer must accept the NESO Gate 2 offer for Transmission Works (directly for BEGA/BELLA customers) and/or Agreement variation (as applicable) within the period identified in those documents and provide the payments/security required by NESO. If the Customer does not accept the NESO offer and/or Agreement variation (as applicable) and pay sums/provide security required by NESO as they become due, the Connection will not progress, and this Agreement may be terminated by the Company.
- 10.7. If the Customer changes its requirements for its project a further application to NESO may be necessary and NESO may update its offer or might terminate its offer. NESO may also update its Gate 2 offer from time to time. The Customer must accept the amendments from NESO for the Connection (and any related amendments to the Agreement) to progress. If NESO subsequently notifies the Company of any changes and/or additional fees payable to NESO in relation to the Transmission Works, the Company will advise the Customer as the Company is advised by NESO. The Company shall be entitled to recover such amounts due to

NESO from the Customer. The Offer is subject to and conditional upon on payment on request of any amounts due to NESO by the Customer.

- 10.8. The Company shall be entitled to vary this Agreement to reflect the need for, timing of and cost of Transmission Works as set out in any offer from NESO, including to amend any cost and estimated or actual connection or energisation date of the Distribution System Connection, resulting from the Transmission Works or NESO requirements (as amended from time to time). If the Customer does not accept the variation(s) or pay the relevant costs the Company may terminate the Agreement.
- 10.9. NESO will not assess, carry out or arrange any necessary Transmission Works without being certain that their costs of doing so and of any cancellation will be met. The Company, in accordance with NESO's requirements, may require the Customer to provide security to underwrite the Transmission Works and potential cancellation of the Transmission Works. The Company will advise the Customer of any such security requirements as it is advised by NESO. The level of security required may change if there are changes in the project or design.
- 10.10. Where NESO requires security the Connection is subject to the Customer either having and maintaining an Approved Credit Rating or, in the absence of such, providing to the Company and maintaining security cover or other underwriting arrangements. All forms of security provided by the Customer must be in a form and on terms satisfactory to the Company. An Approved Credit Rating means any one of the following:
 - 10.10.1. a credit rating for long term debt of A- and A3 respectively as set by Standard and Poor's or Moody's respectively; or
 - 10.10.2. an indicative long-term private credit rating of A- and A3 respectively as set by Standard and Poor's or Moody's respectively; or
 - 10.10.3. a short-term rating by Standard and Poor's or Moody's which correlates to a long-term rating of A- and A3 respectively.
- 10.11. The Customer shall notify the Company of its credit rating and if it is underwriting NESO's requirement by way of an Approved Credit Rating, it shall thereafter notify the Company of any changes to its credit rating prior to the energisation of the Connection and payment of NESO in full. If the credit rating becomes unsatisfactory, the Company may require Customer to provide security for the Connection to progress.
- 10.12. The Customer may provide security in one of the following forms:
 - 10.12.1. Performance Bond or Letter of Credit from a Qualified Bank for the periodic amount stated as the Secured Liabilities; or
 - 10.12.2. a cash deposit in a bank account for at least the amount for that period stated by NESO as the Secured Liabilities.All such forms of security shall be on terms satisfactory to the Company in its absolute discretion.
- 10.13. The Company shall be entitled to vary the Agreement to reflect the need for and the value of the security and Secured Liabilities or a revised Cancellation Charge required by NESO (as amended from time to time). If the Customer does not accept the variation(s) the Company may terminate the Agreement. Where the security value required by NESO changes the Company shall notify the Customer and the Customer shall provide security to the revised value within 30 days of receiving notification of the change from the Company.
- 10.14. If the Customer does not provide or maintain the required value of security then the Company may refuse to commence or continue work on the provision of the Connection or may terminate this Agreement. The Customer's obligations to provide security shall continue until all sums due have been paid in full and shall survive termination of this Agreement.
- 10.15. NESO may require any security to cover an Attributable Works Cancellation Charge, as a precaution against the cancellation of Transmission Works when costs have already been incurred. The Customer can elect to pay the Cancellation Charge on a fixed or actual cost basis. This Fixed Attributable Works Cancellation Charge and an estimate of the Actual Attributable Works Cancellation Charge are notified to the Company by NESO and by the Company to the Customer. The Customer shall notify the Customer of its election in writing of at the time of acceptance of the Offer or within 10 Business Days of receipt of the Cancellation Charge notice from the Company. Once the Customer elects for the Fixed Attributable Works Cancellation Charge the Customer cannot revert to the Actual Attributable Works Cancellation Charge. If the Customer makes no election the Actual Attributable Works Cancellation Charge shall apply unless and until the Customer elects for the Fixed Attributable Works Cancellation Charge.

11. Security of Connection, Constraints, Curtailment, Flexibility and Active Network Management

Security of Connection

- 11.1. Under the terms of the Distribution Code, the Customer's plant may be subject to operational constraints related to planned or unplanned works on the Company's Distribution System and/or the NETS which result in a depletion of network capacity.
- 11.2. Where the Connection is provided at a single circuit level of security, the Connection may not be available during Distribution System faults or other outages which result in a depletion of network capacity. Where the Connection is provided at a dual circuit level of security the Connection should not usually be de-energised as a result of a single circuit outage.
- 11.3. Where the Connection is for energy storage, Import and Export from the electricity storage system should not ordinarily be curtailed or interrupted when the relevant parts of the Company's Distribution System and/or the NETS are Intact (i.e. when the network is operating under normal conditions with network components available), but the Connection (Import and Export) can be Curtailed or interrupted when any of the relevant parts of the Company's Distribution System and/or the NETS are not Intact (including but not limited to First Circuit Outages and Second Circuit Outages).
- 11.4. The Company will not be liable for any loss incurred from or relating to disconnection as a result of a fault or maintenance or any other works on any part of the Company's Distribution System, and/or any fault or maintenance or any other works on the NETS, or Curtailment occurring when relevant parts of the Company's Distribution System and/or the NETS are not Intact. The Company will use reasonable endeavours to reduce the impact of fault or maintenance or any other works on any part of the Company's Distribution System, but some constraint is inevitable.

Active Network Management

- 11.5. The site for which the Customer has requested a connection may be subject to constraints which restrict capacity on the NETS, the Company's Distribution System, or on both. The Customer may be able to connect despite these constraints, where the maximum amount of electricity that flows into and/or from the NETS, the Distribution System or both can be Curtailed and controlled under an ANM Scheme or multiple ANM Schemes, as identified in the Offer or agreed with the Customer subsequent to acceptance of that

Offer. Such Curtailment is in addition to any constraints, de-energisations or disconnections which may arise as a result of Distribution System or NETS faults or other system outages (including any outage, planned or unplanned, of the ANM Scheme(s)).

- 11.6. Where the site for which the Customer has requested a connection is subject to one or multiple constraints on the Distribution System and/or the NETS managed by ANM the Customer's connection to the Distribution System is subject to the Company's entitlement to Curtail from time to time under the ANM Scheme(s) the maximum amount of electricity that may flow through the Connection into and/or from the Distribution System, in accordance with the Connection Agreement. The Customer (and its IDNO) must comply with the ANM Scheme requirements, for example responding to Instructions to Curtail as and when required to do so. The Connection will not be available in the event that the ANM System(s) is/are not installed or operational.
- 11.7. The Company may vary the Agreement to reflect any subsequent requirement or agreement to participate in an ANM Scheme or to reflect any changes affecting an ANM Scheme, including where further Distribution System or NETS constraints affecting the Connection are identified after acceptance of the Offer resulting in additional Curtailment of the Customer's Connection in order to manage system constraints. Where capacity is subject to a Transmission Evaluation Application (or similar process) after the date of the Offer, further NETS constraints could be identified which impact on the Connection, and the Company may be required to implement additional ANM System(s). Such additional ANM System(s) could result in additional Curtailment of the Customer's Connection in order to manage network constraints. The requirements of any such additional ANM System(s) will be communicated by the Company in writing to the Customer.
- 11.8. The Customer (and/or its Alternative Provider) must install any necessary ANM equipment on its Installation, including any communications links for the ANM from the Customer's Installation to the Company's systems, at its own cost. The Customer must pay for the Company and, where relevant, NESO's charges to install any necessary ANM equipment to enable the use and maintenance of the ANM Scheme. The Customer (and/or its Alternative Provider) shall work with the Company to incorporate its installation into the ANM Scheme(s), to be able to respond to instructions to Curtail within the specified timescales. Installation and use of the ANM components and ANM System(s) by the Customer (and/or its Alternative Provider) is required to be in accordance with TG-NET-ENG-032 (Customer Technical Guide) and TG-NET-COM-005 (SEEN Active Network Management Schemes Guidance) published on the Company's [Website](#).
- 11.9. The Company will not energise the Connection until it is satisfied that the ANM System(s) and associated components and equipment have been tested and commissioned in accordance with the Company's commissioning procedures. Where the ANM System(s) is/are finalised after energisation, the Company may de-energise the Connection until the subsequent ANM components are tested and commissioned in accordance with the Company's commissioning procedures. Where the ANM Start-Date is later than the Estimated Connection Date, the Company may determine that its Works on the ANM System(s) can be carried out after the initial connection.
- 11.10. The Connection may be restricted due to the operation of ANM. Where multiple ANM Schemes affect the Connection, the constraints may occur separately or at the same time requiring the Company to Curtail the electricity that may flow to and from the Connection. The application of multiple constraints at the same time may mean that Curtailment is increased.
- 11.11. Where more than one active constrained connection contributes to the same Distribution System constraint, when required the Company will curtail these on the basis of "Last-In First-Out" (LIFO). Customers will be placed in a LIFO queue based on the order in which their Offer was successfully applied for and will be Curtailed in order, with the last customer to successfully apply for their Offer being Curtailed first and the first customer to successfully apply being Curtailed last. When the Distribution System limitation is lifted, then the connections are restored to normal in the opposite order. In accordance with the LIFO principle, the place of the Customer's plant in the LIFO queue will be determined as at the time the Offer is successfully applied for by the Customer. There may be different LIFO queues operating for different ANM Schemes. ANM Schemes for the NETS will have their own LIFO queues. So, for example, the Customer could be subject to two LIFO queues, one for a NETS ANM System and another for a Distribution System ANM System and have a different place in each.
- 11.12. If the Customer accepts the Connection subject to ANM, the Customer acknowledges and agrees that its Connection will be Curtailed in accordance with the Connection Agreement. The Company will not be liable to the Customer for any loss arising as a result of Curtailment being undertaken at a Distribution System and/or NETS level for ANM in accordance with the Connection Agreement.
- 11.13. The Customer must conduct its own study to assess the potential level of Curtailment and/or constraints on the Connection under ANM both for the Distribution System and the NETS, as relevant. The Customer must confirm and evidence to the Company that it has conducted its own assessment studies of the potential Curtailment/constraints and risk associated with the Connection, at both the Distribution System and the NETS. The Company may provide information, historical data, and estimations (assessment data) to assist the Customer in carrying out its study. Any assessment data is provided in good faith and is accurate to the best of the Company's knowledge at the time it is provided, but the Company does not guarantee the level or frequency of Curtailment or constraints. The Company does not warrant the accuracy of the assessment data, and shall not be liable, whether in tort or delict (including negligence), contract or under any statute, for any loss or damage arising out of or in connection with any reliance on, or use of, the assessment data by the Customer or any third party. If the Customer shares the assessment data with third parties it shall also share this term with them.
- 11.14. Where the Customer participates in any dispatch services and other markets provided by NESO, the Customer must conduct its own assessment of its ability to participate in these services despite its Connection being subject to ANM. The Company does not guarantee that ANM will not Curtail the Customer's connection when NESO issues Export/Import Instructions.
- 11.15. The Customer (and its IDNO where applicable) consents to the Company using and disclosing Export and/or Import information to the extent reasonably required for the effective and efficient operation of the Company's ANM Scheme(s), including for disclosure to customers with a place in the LIFO queue – for the purposes of creating, maintaining and managing that queue and for disclosure to prospective customers who are or may be looking to connect in the same area of the Distribution System as the Customer. The Company will also require to disclose this information to third party ANM suppliers, to Ofgem and to NESO.

12. Timing

- 12.1. Time is not of the essence in relation to the Distribution Works.

- 12.2. Where the Company agrees a period or estimated date for the commencement and/or completion of the Distribution Works this is given as accurately as possible but is not guaranteed.
- 12.3. The Estimated Connection Date or period for completion is conditional upon and subject to:
- 12.3.1. the Customer and anyone carrying works on its behalf, including its Alternative Provider, completing its Customer's Works to the extent necessary to allow the Company (at its reasonable discretion) to carry out its Distribution Works. This shall include the Customer meeting the Milestones set out in the Offer, carrying out all necessary Customer's Works (including site works and ANM related works (such as control equipment, cables and accessories)) in sufficient time to enable the Company to complete the Distribution Works;
 - 12.3.2. all relevant third party requirements being in place, including Land Rights and Consents and other approvals and access arrangements, any relevant Transmission Works or other dependencies having been completed to the extent necessary to enable the Company (at its reasonable discretion) to carry out the Distribution Works and all supplies from third parties required for the Distribution Works being available;
 - 12.3.3. any unplanned outages on the Distribution System, Force Majeure Events or any other matters outside of the Company's control;
 - 12.3.4. the Customer making payment for the Distribution Works in accordance with the Agreement; and
 - 12.3.5. the Customer complying with the provisions of the Agreement, including these Standard Terms and Conditions.
- If these conditions are not met and/or adversely impact the Distribution Works the Estimated Connection Date or period for completion may have to be varied.
- 12.4. The Company will not start and/or may determine not to continue its Distribution Works until it is satisfied (acting reasonably) that the Distribution Works are in a position to progress to completion. The Company (acting reasonably) may vary the Estimated Connection Date in the event that a delay occurs in relation to any of the matters in Term 12.3.
- 12.5. Where the Company identifies dependencies in the Offer upon which the provision of the Connection is dependent, including Distribution System reinforcements, other projects and/or Transmission Works, the Company may amend the Agreement and the time and cost of the Connection accordingly. If the dependent works are not completed to enable the Connection or any associated activities are delayed then the Company may not start and will not be able to complete the Distribution Works.
- 12.6. Where the Company provides an estimated date from NESO on which access to the NETS will be available, this date may be subject to variation by NESO. Unless relevant Curtailment is agreed, the Connection will not be able to Export and/or Import electricity until of the latter of the dates for completion of the Distribution Works and Transmission Works (as amended from time to time). The Company will not energise the Connection until, where applicable, NESO has unconditionally confirmed in writing to the Company that all Transmission Works have been completed to the extent necessary to enable energisation of the Connection. Some Distribution Works may require to be completed after the Transmission Works have been completed.
- 12.7. Unless otherwise agreed in writing by the Company, for example as set out in Milestones in the Offer, if the Customer's Works are not commenced within six (6) 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 six (6) 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.
- 12.8. 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 six (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.
- 12.9. The Company may in its reasonable discretion delay works at the premises of the Customer (and any IDNO as applicable) which are necessary to accommodate and install required ANM System(s), including control equipment, cables and accessories, to be carried out in the period between energisation of the Connection and the ANM Start-Date.

13. Payment and Charges

- 13.1. The Company will set out a Quotation in the Offer for sums due for the Distribution Works. The Quotation is indicative, an estimate and not a fixed price offer. The Quotation and proposals set out in the Offer are based on material and labour costs prevailing and the information available to the Company at the date of the Offer. The Offer is made at an early stage when many details of the Distribution Works are not known. The price charged will be the actual costs of materials, labour, contractor costs incurred and third party costs to carry out the Distribution Works and provide the Connection, for example to obtain Land Rights and Consents. Under current economic conditions and with many materials being sourced abroad the Company is seeing rapid volatility in plant and material costs. These changes will be passed through to the Customer. The Company may vary the Quotation in accordance with any variations in the material and/or labour or other costs which the Company becomes aware of subsequent to the date of the Offer, by providing the Customer with written notice of any increase or change in costs in the form of an updated Offer or variation agreement for the Customer's acceptance. If the Customer does not accept the amendment the Company may terminate the Agreement.
- 13.2. The Company's Charges are based on the Company being able to carry out its Distribution Works in the sequence the Company would normally follow (at the Company's reasonable discretion), without obstruction or restriction and during normal working hours. The Quotation is based on information which the Customer provides to the Company. If for any reason beyond the Company's control it is unable to perform the Distribution 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 reasonable discretion to cover the additional cost and expenses incurred by the Company and the Company may vary the Agreement accordingly.
- 13.3. The Charges for the Distribution Works will include the costs of installation for ANM where applicable. Charges may also include charges for the ongoing operation, repair, maintenance and replacement of the Company's ANM equipment and plant and for management of the ANM Scheme(s).

- 13.4. 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.
- 13.5. Unless otherwise agreed with the Company in a payment schedule, the Customer shall pay to the Company in full the Charges on its acceptance of the Offer. Unless otherwise agreed in a payment schedule, payment of the Charges will be required in advance of the Company commencing the Works. Where a payment schedule is agreed, payment (including any interest due where applicable) must be made by the Customer in accordance with that payment schedule, with full payment made before the Connection is energized.
- 13.6. Where additional Charges are identified or payable after acceptance of the Offer the Company may invoice the Customer for such additional costs and Charges and payment must be made by the Customer by the date set out on that invoice. The Company shall be entitled to invoice the Customer at any time for sums due.
- 13.7. The Customer shall pay all sums due to the Company under this Agreement. The Customer must pay in full invoices received from the Company within thirty (30) calendar days of the date of the invoice. Where sums ultimately are due to NESO, payment to the Company must be made at least thirty (30) days prior to NESO's invoice due date, to ensure on-payment to NESO is not delayed. 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.
- 13.8. If the Customer does not pay or is overdue in paying the Charges and/or any sums due to the Company under the terms of this Agreement, the Company may refuse to commence or to continue work on the provision of the Connection, to adopt any Contestable Works, to energise and/or undertake any other requirements until payment is received and in the absence of payment the Company may vary or terminate this Agreement.
- 13.9. 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 calculated on a daily basis 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.
- 13.10. 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.
- 13.11. Any refunds of sums due from the Company to the Customer under this Agreement shall be paid by the Company in accordance with its refund policy as set out on the Company's [Website](#). The Customer shall provide account details for any such refunds promptly on request. Refunds may be made to the relevant third party payer.
- 13.12. The Company may require that the Customer provides financial security for any payment which may become due pursuant to the Agreement 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. If the Customer does not provide or ceases to provide security required by the Company and/or by NESO, the Company shall not be obliged to commence, continue with or complete the Distribution Works, to adopt any Contestable Works, to energise and/or undertake any other requirements until such security for payment has been made.
- 13.13. 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.
- 13.14. 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.
- 13.15. For some connections the Company may charge the Customer Offer Expenses pursuant to the Electricity (Connection Offer Expenses) Regulations 2018. Under these Regulations the Company may recover from the Customer the charges reasonably incurred in assessing the impacts of the Connection on the Distribution System and the NETS, designing the Connection including designing any reinforcement works required to add capacity to the Distribution System and the NETS, designing any required extension of the Distribution System and the NETS and processing the Customer's application. Payment of Connection Offer Expenses must be made in full, in cleared funds in order for acceptance of the Offer to be valid and binding. 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, within 30 days of the issue of the invoice. 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.
- 13.16. From energisation of the Connection, the Company will charge Distribution Use of System Charges associated with electricity export and/or import through the Connection Point(s) to the appointed Electricity Supplier(s), in accordance with the prevailing the Company Use of System Charging Methodology and Use of System Charging Statements and the DCUSA.
- 13.17. The Company will charge the Customer in accordance with its approved Connection Charging Statement which sets out its charging methodology and in accordance with other applicable regulatory requirements, including but not limited to Ofgem's Regulatory Instructions and Guidance for each regulated price control.
- 13.18. If the characteristics of the Connection require a significant communication scheme to be installed between the Distribution System and the Customer's point of supply, following acceptance of the Offer an investigation will be undertaken by the Company to establish the suitability of the proposed microwave communications at the site. If the microwave solution is unsuitable, the Company will require to re-evaluate the communication method and may propose fibre optic as an alternative or other solutions. This may substantially impact the estimated charges. Should a change in the estimated charges be identified, the Company may vary the Agreement.
- 14. Cost Apportionment and Second Comer Charges**
- 14.1. If the Customer pays the initial investment for the Connection infrastructure, the Quotation is net of any Cost Apportionment Contribution by the Company for reinforcement elements of the Distribution Works. The value of any Cost Apportionment Contribution is calculated on the basis of the Equipment specified in the Offer and for development sites for reinforcement to take account of the available capacity agreed for the development, the build rate and the electrical heating the Customer has declared will be installed.

- 14.2. The value of Cost Apportionment Contribution made in favour of the Customer by the Company will be indicated in the Quotation, but its value may be recalculated by the Company to reflect any alteration to the basis of the calculation, and the Customer must refund any excess Cost Apportionment Contribution made by the Company following a demand for reimbursement by the Company.
- 14.3. The Customer shall be liable to pay to the Company the full value of any Cost Apportionment Contribution received from the Company in the event this Agreement is terminated prior to the completion of the Distribution Works.
- 14.4. If the Customer is a Second Comer, then the Customer shall be liable to pay a Second Comer Charge as stated in the Offer or as otherwise advised by the Company in accordance with the Electricity (Connection Charges) Regulations, in recognition of a prior contribution towards the reinforcement costs of the relevant assets. The Second Comer Charge will be invoiced by the Company to the Customer on completion of the electrical works, prior to energisation and the Customer shall make payment in accordance with that invoice.
- 14.5. The Company may require the Customer to provide security to underwrite the Second Comer Charge. The Company shall identify to the Customer when it requires such security, and the Customer shall provide a cash deposit in a bank account nominated by the Company for the amount specified within thirty (30) days of receiving such notification.

15. Variations

- 15.1. 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. No amendment, modification or substitution to the Agreement shall be effective unless agreed in writing by both parties.
- 15.2. The Company shall provide notice of its proposed variation to the Customer by issuing an updated Offer or a variation agreement. Where the Company receives a notice from the Customer proposing a variation, the Company may provide an updated Offer or a variation agreement in response to the Customer as soon as reasonably practical after receipt of such notice. Each updated Offer 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 Distribution Works and will set out the Company's estimate of any potential delay or change in timing of the Distribution Works and may include an amended payment schedule. The parties shall discuss in good faith the terms of any variations.
- 15.3. 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 or variation agreement, or as agreed between the parties. If the Customer accepts, the Agreement shall be adjusted accordingly. 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 or variation agreement. Any prior offer shall cease to have effect once replaced by an updated Offer.
- 15.4. If a variation has not been agreed and put into effect within 3 months after it has been proposed either party shall be entitled to refer the matter to the Authority pursuant to the Licence. The parties shall give effect to the determination of the Authority and shall enter into any agreement supplemental to this Agreement as shall be necessary to give effect to any variation so determined.
- 15.5. 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. If a variation is not agreed or referred to the Authority within 3 months of being proposed or if the Customer does not want to proceed with the Connection following the Authority's determination, either party shall be entitled to terminate this Agreement forthwith upon giving written notice to the other.
- 15.6. The Charges will be indexed on each anniversary of the date of the Offer calculated in accordance with the formula specified below and the indexed Charges shall apply to any Distribution Works executed during each subsequent year:

$$P_t = P_{t-1} \times RPI$$

Where:

P_t = Price for the new year

P_{t-1} = Price for the previous year

RPI = RPI_{t-1} / RPI_{t-2}

Where:

RPI_{t-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.

RPI_{t-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.

- 15.7. The Company reserves the right to amend the Company's Charges (including but not limited to any security), the scope of the Distribution Works and/or the Estimated Connection Date at any time:
- 15.7.1. where the Estimated Connection Date for Distribution Works is in excess of 12 months from the date of the Offer, to account for changes in costs incurred by the Company in providing the Connection;
- 15.7.2. where sums from the Company's suppliers and contractors (including but not limited to their tender returns) for plant, materials, labour, contractor costs and third party costs (for example to obtain Land Rights and Consents) and any other substantial expenditure associated with the Distribution Works have been received and evaluated and are different to the initial assumptions relied on by the Company for the Offer - the actual price will be charged;
- 15.7.3. in the event of material movement in the price of metals or other Equipment costs to be used in the Distribution Works;
- 15.7.4. in the event of a material movement in the relevant exchange rate(s) if any element of the Distribution Works is to be paid for by the Company in a currency other than Pounds Sterling;
- 15.7.5. 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, including but not limited to the New Roads and Street Works Act 1991 and the Traffic Management Act 2004;
- 15.7.6. if the Distribution Works require any Land Rights and Consents not provided for in the Offer, or where the Land Rights and Consents provided for in the Offer change, including where the Company or any other party is unable (having used

reasonable endeavours) to obtain the necessary Land Rights and Consents, all of which (and any associated conditions) are in terms acceptable to the Company, for all electric lines, electrical apparatus, Equipment and Distribution Works necessary for the Connection;

- 15.7.7. if subsequent to the date of the Offer it is necessary for the Company to amend the design, scope, programme or specification of the Distribution Works following the carrying out of a further review or further detailed design in relation to the Connection;
- 15.7.8. if an alternative route is necessary or material deviations from the initial route are required when the final route for the Distribution Works has been established;
- 15.7.9. 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, reviews are required to be undertaken (at the Company's discretion) for the Distribution Works and such subsequent studies, assessments, reviews and/or surveys indicate that amendment to the scope, design, specification, Charges or programme of the Distribution Works is necessary;
- 15.7.10. if the Distribution 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;
- 15.7.11. if any aspects of the Distribution Works are delayed or changed by (or contributed to) by any act, instruction, default or omission of the Customer (including any Alternative Provider and those acting on behalf of the Customer), including where any information which the Customer provides to the Company changes or is inaccurate, incomplete or misleading;
- 15.7.12. if any aspects of the Works are delayed or changed by, or contributed to, by any factor beyond the reasonable control of the Company, including adverse ground conditions, a Force Majeure Event, Distribution System or NETS outage availability, or a Distribution System or NETS emergency or where for any reason beyond the Company's control it is unable to perform the Distribution Works as it has planned;
- 15.7.13. if there is or may be any impact on the NETS as a result of or/in connection with this Agreement, where the proposed Connection requires NETS reinforcement works, where any application to NESO is required (including but not limited to a Transmission Evaluation Application or a Modification Application), or where there are other Transmission Works, assessments or processes, including changes to take account of any Cancellation Charge Statement, Cancellation Charge Secured Amount Statement, Notification of Fixed Attributable Works Cancellation Charge, costs, restrictions, conditions, provisions, or modifications notified by NESO relating to the Connection;
- 15.7.14. in the event of change of law or change of regulatory requirements, including but not limited to any Licence changes or changes to industry codes after the date of this Offer, including pursuant to Connections Reform in the electricity industry or other industry change.

16. Liabilities, Indemnities and Insurance

- 16.1. The Customer shall indemnify and keep indemnified the Company from all claims, liability, loss, costs (including legal costs), expenses and/or damage incurred or suffered by the Company as a result of the Distribution Works and/or the Customer's Works (including any Contestable Works) and/or this Agreement (unless and to the extent due to any negligence of the Company or any person for whom the Company is responsible).
- 16.2. The Company's liability (and that of its respective officers, employees, contractors, representatives or agents) under or in connection with this Agreement shall be limited to £1 million in aggregate. This limit shall apply however that liability arises, including a liability arising by breach of contract, out of an indemnity, by tort or delict (including negligence), by breach of statutory duty or otherwise.
- 16.3. The Company (and any of its respective officers, employees, contractors, representatives or agents) shall have no liability to the Customer whether in contract, tort or delict (including negligence), for breach of statutory duty, breach of indemnity or otherwise, arising under or in connection with this Agreement, for any indirect, special or consequential loss, any direct or indirect loss of profit, loss of revenue, loss of business, loss of savings (anticipated or otherwise), loss of use, loss of contract, loss of generation, loss of opportunity, loss of goodwill or any other form of economic loss whatsoever (whether or not occurring in connection with physical damage).
- 16.4. Subject to Terms 16.2 and 16.3, for third party claims for damage to property belonging to that third party only, each party shall indemnify and keep indemnified the other from and against all claims, liability, losses, costs (including legal costs), expenses or damages that arise as a direct result of the indemnifying party's or its officers', employees', contractors', representatives' or agents' negligent or wilful act or omission or breach of this Agreement.
- 16.5. The express terms set out in this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law, including the conditions implied by the Sale of Goods Act 1979 and the conditions implied by the Supply of Goods and Services Act 1982.
- 16.6. Nothing in this Term 16 shall exclude or restrict the liability of any party for death or personal injury resulting from the negligence of that party, or for fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by applicable law and the Customer shall indemnify and keep indemnified the Company, its officers, employees, representatives, contractors or agents, from and against any claims, liability, losses, costs (including legal costs), expenses or damages which the Company may suffer as a result of a breach of this Term 16.5.
- 16.7. The Company will not be liable to the customer or any other person, under or in relation to this Agreement, for any claims, liability, losses, costs (including legal costs), expenses or damages or physical damage to property resulting directly or indirectly from the operation of the Company's ANM System(s) in accordance with the Connection Agreement (including from any curtailment or de-energisation of the Connection).
- 16.8. Where this Agreement provides for an indemnity, the indemnified party shall not compromise or settle any such claims, costs, proceedings or demands without the written consent of the indemnifying party (which shall not be unreasonably withheld or delayed) and shall permit the indemnifying party acting reasonably to defend the same in the name of the indemnified party at the indemnifying party's expense.

- 16.9. 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.
- 16.10. 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.
- 16.11. Each party shall take reasonable measures to mitigate any loss which has occurred.
- 16.12. 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 set out in this Agreement, including cover for liability to third parties, and such policies shall be with a reputable insurer and kept in force during and until completion of the Works. The Customer shall insure the Premises and any materials that the Company has supplied to the Premises to cover any damage to them from any cause. The Company shall be entitled to suspend provision of the Distribution 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.
- 16.13. Each provision of this Term 16 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of this Agreement.

17. Termination

- 17.1. This Agreement shall take effect from the date of acceptance of the Offer and shall continue in force, unless terminated earlier, in accordance with its terms, until energisation of the Connection and full payment is received.
- 17.2. Either party may immediately terminate the Agreement by giving written notice to the other party if:
- 17.2.1. 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 fifteen (15) Business Days of receiving a written notice requiring it to do so; and/or
 - 17.2.2. the other party becomes subject to an insolvency process within the meaning of the Insolvency Act 1986, including 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, or entering into any scheme or arrangement with one or more of its creditors, or any analogous event in any relevant jurisdiction, other than for the purposes of solvent reconstruction.
- 17.3. The Company may terminate the Agreement with immediate effect by written notice to the Customer if:
- 17.3.1. 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 thirty (30) days of receipt of a written demand regarding such failure;
 - 17.3.2. Milestone deadlines for steps to have been taken by the Customer have been included in the Offer and the Customer fails to meet a Milestone as identified in the Offer and such failure is not remedied by the Customer following a Milestone Remedy Notice within the Milestone Remedy Notice Period;
 - 17.3.3. 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 Distribution Works and/or operation the Connection and such failure (where remediable) is not remedied by the Customer within thirty (30) days of receipt of a written notice regarding such failure;
 - 17.3.4. the Customer does not accept or disputes any variation reasonably required by the Company under the Agreement, unless it has referred the matter to the Authority in accordance with Term 15;
 - 17.3.5. any of the rights to terminate set out in this Agreement apply (including but not limited to in Terms 4, 5, 6, 7, 10, 12, 13, 15, 16, 26 and 28);
 - 17.3.6. one (or more) of the statutory exceptions to the duty of the Company to connect set out in Section 17 of the Act applies and/or it becomes apparent that the Company is unable to provide the Connection or it would be wholly unreasonable and/or disproportionate to provide the Connection;
 - 17.3.7. NESO terminates its agreement with the Company or the Customer in relation to any Transmission Works relevant to this Agreement;
 - 17.3.8. a Force Majeure Event under Term 26 continues for a period of or exceeding three (3) months; and/or
 - 17.3.9. the Customer repeatedly fails to respond to a request from the Company for information within a reasonable period and such failure is not remedied by the Customer within fifteen (15) Business Days of receipt of a written notice regarding such failure.
- 17.4. At any time prior to the completion of the Distribution Works, the Customer may terminate the Agreement by giving not less than 14 days written notice to the Company.

18. Consequences on Termination

- 18.1. If the Company terminates:
- 18.1.1. before commitment or commencement of the Distribution 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, which may include a cancellation fee where applicable. The Company will be entitled to seek reimbursement of such amounts from the Customer.
 - 18.1.2. before completion of the Distribution Works but after commitment or commencement by the Company of any associated tasks, the Customer will be liable for any reasonable charges for the work done or committed to and Equipment purchased and/or committed to be purchased prior to termination and any loss, costs or expense incurred, including in relation to obtaining any Land Rights or Consents. The Company will be entitled to issue an 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.

- 18.2. In the event the Agreement is terminated (however that arises including Customer cancellations) the Customer shall remain liable and shall be obliged to pay to the Company:
- 18.2.1. all costs, charges (including the Charges) and expenditure invoiced and due for payment to the Company;
 - 18.2.2. all costs, charges (including the Charges) and expenditure incurred and/or committed by the Company prior to the date of termination in relation to the Connection, including Connection Offer Expenses, any applicable administrative costs, any abortive costs and any cancellation fees and for any Equipment ordered prior to the date of termination and paid for or committed to be paid for;
 - 18.2.3. all costs, charges and expenditure for any additional works the Company is required to undertake to render the existing Distribution Works safe to the reasonable satisfaction of the Company;
 - 18.2.4. all costs, charges and expenses (including disbursements) incurred by the Company as a direct result of the termination; and
 - 18.2.5. any amounts payable by the Company or the Customer to NESO relevant to the Transmission Works and/or the Cancellation Charge.
- 18.3. 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.
- 18.4. The parties shall use reasonable endeavours to mitigate any costs, charges and expenditure and any liability to third parties incurred as a result of the termination of this Agreement.
- 18.5. On termination the Company shall have no liability to the Customer in respect of termination save to refund any sums overpaid by the Customer (if any) in respect of the Distribution Works carried out or commitments made up to the date of termination.
- 18.6. In the event that the Agreement is terminated the Company shall be entitled to recover any of its Equipment from the Customer and the Customer shall provide access to do so.
- 18.7. The Company shall be entitled to carry on and complete such of the Distribution Works as it considers necessary to render the same stable and safe or to comply with any Land Right and Consent 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.
- 18.8. 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.
- 18.9. The provisions of Terms 16, 17 and 18 and, any provision in this Agreement regarding payment, security and Cost Apportionment shall survive termination or expiry of this Agreement.

19. Notices

- 19.1. Any notice required to be given under this Agreement must be in writing and may be delivered:
- 19.1.1. electronically: (i) for notices to the Customer to the email address stated in the Customer's application (or such other email address subsequently notified in accordance with this Term 19); and (ii) for notices to the Company to the email address stated in the Offer (or such other email address notified in accordance with this Term 19);
 - 19.1.2. personally, or sent by first class post or courier, to the other party at the address stated at the top of the Offer or such other address as may be notified in accordance with this Term 19 from time to time.
- 19.2. 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, 2 Business Days after posting.

20. Intellectual Property

- 20.1. 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.
- 20.2. Each party (including the Customer's Alternative Provider) grants to the other under this Term 20 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 and to use, operate, maintain, renew and remove the Works and/or the Connection. This licence shall allow the parties to use the designs, specifications models, plans, reports notes, calculations and materials under this Term 20 only in connection with the Works and the Connection (including their subsequent use, operation, maintenance, renewal or removal) or any extension to or amendment of the Works and/or the Connection. 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.

21. Assignment / Assignment

- 21.1. 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.
- 21.2. The Customer warrants and undertakes that in the event of it assigning, novating or transferring its rights, duties and obligations under this Agreement it will promptly and without deduction pay all sums (if any) owing under this Agreement up to the date of assignment, assignation, novation or transfer.
- 21.3. The Customer acknowledges that the Company may, prior to a proposed assignment, assignation, novation or transfer, perform credit checks on any proposed assignee, novate or transferee to establish such their ability to discharge their payment obligations under this Agreement and may request that they provide a guarantee or other form of security, in terms acceptable to the Company, as a condition of any written consent.

22. Entire Agreement

- 22.1. 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 Term 22 shall limit or exclude any liability for fraud.
- 22.2. To the extent that any provisions in these Standard 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) the Offer; and (3) these Standard Terms and Conditions.

23. Third Party Rights

- 23.1. Except as expressly provided in Term 21 (assignment/ assignation), 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.
- 23.2. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

24. Confidentiality

- 24.1. 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 this Term 24.
- 24.2. The receiving party may disclose the other party's confidential information:
- 24.2.1. where such disclosure is necessary for the purposes of carrying out its obligations under or in connection with the Agreement and for the operation of the Distribution System;
 - 24.2.2. as may be required by law (including to a court of competent jurisdiction) or any governmental or regulatory authority (including Ofgem);
 - 24.2.3. where any such information is in the public domain, other than as a result of breach of the Agreement;
 - 24.2.4. 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 this Term 24;
 - 24.2.5. to enable efficient electricity network management and operation in line with Ofgem's Data Best Practice Guidance and to comply with the terms of any industry code or Licence requirement; and/or
 - 24.2.6. with the other party's prior written consent.
- 24.3. Save as set out in this Term 24, 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.

25. Data Protection

- 25.1. Each party shall, at its own expense, ensure that it complies with all applicable data protection law.
- 25.2. 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 Company's [Website](http://www.ssen.co.uk/privacy-notice/) at www.ssen.co.uk/privacy-notice/.

26. Force Majeure

- 26.1. Neither party shall be liable (in contract, tort, delict, or otherwise) for any delay in performing or for failure to perform its obligations under and to comply with the terms of this Agreement to the extent that the delay or failure results from any cause or circumstance beyond its reasonable control (Force Majeure Event), provided that the delay or failure to perform is not caused by the fault or negligence of the affected party. Lack of funds shall not be interpreted as an event or circumstances beyond the reasonable control of the Customer.
- 26.2. 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.
- 26.3. Each party shall use its reasonable endeavours to minimise and mitigate the effects of any Force Majeure Event.

27. Waiver and Survival

- 27.1. No waiver by either party in connection with this Agreement shall be effective unless given in writing and signed by a duly authorised signatory of that party.
- 27.2. Failure by any party to enforce or exercise any term of this Agreement in whole or in part, 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. No such failure or delay by either party shall release the other party from performance of its obligations.
- 27.3. 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.

28. Dispute Resolution

- 28.1. The parties shall use their reasonable endeavours to resolve any dispute or difference between them through negotiation and in accordance with the Company's Dispute Resolution Process, where applicable.
- 28.2. Where the Housing, Construction Grants, Construction and Regeneration Act 1996 applies to this Agreement 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. The adjudicator shall be appointed by Chartered Institute of Arbitrators (CI Arb) unless otherwise agreed between the parties.

- 28.3. The Customer may refer a relevant dispute under this Offer and Agreement to Ofgem in accordance with section 7 of the Licence, pursuant to section 23 of the Act within 1 year of connection or in accordance with any other applicable terms of the Act.
- 28.4. Nothing in this Term 28 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.
- 28.5. Where the Customer is in dispute with a third party (including its Alternative Provider), or the with the Company and such dispute prevents the Distribution Works from progressing, the Company may suspend its Works and shall not be obliged continue with or complete the Distribution Works, to adopt any Contestable Works, to energise and/or undertake any other requirements until the dispute is resolved and the Distribution Works can progress. Where such dispute with a third party continues for longer than six (6) months the Company may terminate this Agreement.

29. Severance and interpretation

- 29.1. 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.
- 29.2. Where this Agreement uses the word “including” this shall in each case be interpreted to mean “including but not limited to”.
- 29.3. Where reference is made to codes, legislation and regulations this shall in each case be interpreted to mean, that code, legislation and regulations as they may each be amended, updated, restated or substituted from time to time.

30. Jurisdiction

- 30.1. Without prejudice to the rights of the parties under Section 23 of the Act, Standard Licence Condition 7 and subject to Term 28, each party irrevocably agrees that:
- 30.1.1. where the Premises are situated in England and/ or Wales, the courts of England and Wales; or
- 30.1.2. where the Premises (including a part of the Premises) 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).
- 30.2. Section 23 of the Act applies permits any unresolved disputes relating to the Agreement to be determined by Ofgem.

31. Governing law

- 31.1. 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 a part of the Premises) 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 the Company's 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 the Company's 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) If you cancel the Agreement in accordance with paragraph 2B above, you may have to pay a reduced Connection Offer Expense. If you have already paid the Connection Offer Expense, we will refund the overpayment to you.
- 3C) 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 the UK government.)
- 3D) If you requested that we start the Distribution Works during the cancellation period, you shall pay us for any work we carried out before you cancelled of the Agreement.
-

CANCELLATION FORM

[FOR OFFERS ISSUED ON BEHALF OF "SOUTHERN ELECTRIC POWER DISTRIBUTION PLC"]

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

To: Major Commercial Contracts
Scottish and Southern Electricity Networks
4 Penner Road
Havant
Hampshire
PO9 1QH

E-mail: commercial.contracts@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.

CANCELLATION FORM

[FOR OFFERS ISSUED ON BEHALF OF "SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC"]

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

To: Major Commercial Contracts
Scottish and Southern Electricity Networks
Inveralmond House
200 Dunkeld Road
Perth
PH1 3AQ

E-mail: commercial.contracts@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.