

The Company's Standard Terms and Conditions – Diversions
Definitions

The "Act":	Shall mean the Electricity Act 1989.
The "Agreement":	The agreement between the Company and the Customer constituted by the Company's Offer and these Standard Terms and Conditions and the Customer's acceptance and any agreed variation from time to time.
"Charging Statement":	Means the statement, as may be amended from time to time, that the Company is required to publish under Condition 14 of its Licence setting out the basis on which charges will be made for the provision of connections to the Company's Distribution System, which can be downloaded from the Website .
The "Company":	Shall mean either Scottish Hydro Electric Power Distribution plc or Southern Electric Power Distribution plc as specified in the Offer.
The "Company's Requirements":	The Company's technical requirements as set out on the Website and in the Offer.
The "Company's Works":	Means the works that the Company will carry out as detailed in and subject to the terms in the Offer.
"Consents":	Means statutory or other consents, permissions, licences and approvals required to carry out the Works and use the Diversion.
The "Consumer":	Means an individual acting for purposes which are wholly or mainly outside the individual's trade, business, craft or profession.
"Consumer Terms and Conditions":	Means the Supplementary Consumer Terms and Conditions attached to these Standard Terms and Conditions.
The "Customer":	The person, firm or company who is the owner or occupier of the Premises, or an IDNO, who requires the Diversion and whose name and address should be shown in the Offer.
The "Customer's Works":	Means the works that the Customer will carry out.
"Distribution System":	Means the electricity distribution system owned and operated by the Company.
"Diversion":	Means the diversion of any electric lines or electrical plant in order to facilitate the extension, redesign or redevelopment of any premises on which such lines or plant are located and to which they are connected;
The "Equipment":	The equipment, plant, materials and/or apparatus the Company shall supply as detailed in the Offer.
"IDNO":	Means an independent distribution network operator licenced by Ofgem.
The "Land Rights":	Means rights in, under or over land for the construction, installation, connection, operation, repair, maintenance, renewal, supplementation, removal or use of the Diversion and Works.
The "Land Rights Requirements":	Means the guidance on the Company's Website in relation to land rights for assets to be installed, adopted or diverted by the Company, providing the Company's minimum requirements for Land Rights.
"NESO":	Means the National Energy System Operator, the company which operates the national electricity transmission system across Great Britain.
The "Offer":	Means the offer letter sent to the Customer by the Company setting out details of the Works, the Quotation and other matters relating to the Diversion, these Standard Terms and Conditions and where applicable the Consumer Terms and Conditions.
"Ofgem":	Means the Office of Gas and Electricity Markets, being the government regulator for the electricity markets in Great Britain.
The "Premises":	Means the premises in relation to which the Works are to be undertaken and includes but is not limited to the site of the Diversion, the Customer's Premises and the location of any access or cable routes.
The "Quotation":	The quotation of costs and charges for the Company's Works as set out in the Offer;
The "Retail Price Index":	Means the retail price index published by the Office for National Statistics.
The "Standard Terms and Conditions":	Means the standard terms and conditions of contract set out in this document;
The "Website":	The Company's website at www.ssen.co.uk/ or at such other domain name as the Company may use from time to time.
The "Works":	The works that the Company shall carry out as detailed in the Offer for the Diversion, including the assets constructed during those works such as electric lines and electrical plant, or, as applicable, the works of the Customer.

The Offer sets out the details of the Customer's Diversion and includes and is subject to the Standard Terms and Conditions set out below.

1 Acceptance of the Offer

- 1.1 The Offer remains open for acceptance in writing for 90 days from the date of issue, unless the Customer is notified by the Company in writing to the contrary. The Company may amend or withdraw the Offer at any time prior to the Customer accepting it.
- 1.2 Where a Customer accepts the Offer, the following terms shall apply:
 - 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 if the Customer has entered into the Agreement as a Consumer the Consumer Terms and Conditions.
- 1.3 Valid acceptance is dependent upon receipt by the Company of payment in full of all payments due on acceptance as set out in the Offer. The Company will not commence work on or make any commitment to the Diversion until these payments are received. To accept the Customer must also complete the Customer Acceptance Form.

2 Identity of the Customer

- 2.1 The Offer is subject to screening of the Customer against the UK government sanctions list. In the event the Customer is included on the sanctions list the Company may withdraw the Offer. The Company reserves the right to carry out Customer screening at any time against the sanctions list as amended or replaced from time to time. If at any time the Customer's details are found on the sanctions list, the Company will follow the government's sanctions guidelines.
- 2.2 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.
- 2.3 A third party may accept the Offer and engage in communications regarding the Works and the Diversion on behalf of the Customer, provided that:
 - 2.3.1 the third party has been appointed by the Customer to act on its behalf by a letter of authority which is acceptable to the Company;
 - 2.3.2 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;
 - 2.3.3 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
 - 2.3.4 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 The Customer's Obligations

- 3.1 The Company is under no obligation to permit the Diversion and/or to commence, continue or complete the Company's Works for the Diversion unless it is satisfied that the Customer has complied with the Customer's obligations set out below and in the Offer.
- 3.2 The Customer shall carry out the Customer's obligations set out below at the Customer's own cost and expense. If the Customer fails to comply with the Customer's obligations the Customer shall be required to pay the Company any reasonable additional costs and expenses incurred by the Company as a result, including the cost of any rescheduling and redesign. The Company shall be entitled to such extension of time for the performance of its obligations as it shall reasonably require as a result.
- 3.3 Where the Customer is carrying out any Works it shall do so in accordance with the Company's Requirements. The Customer shall be responsible for anyone carrying out Works on behalf of the Customer and shall ensure that they comply with the Customer's Obligations.
- 3.4 The Customer shall provide the facilities necessary to enable the Company to complete the Company's 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 and shall ensure the Premises are secure. The Customer shall be responsible for and shall protect the Equipment provided for the Diversion from any damage or interference between delivery to the Premises and completion of the Works. The Company will charge the Customer for any additional Equipment required to be provided due to damage or theft.
- 3.5 The Customer shall provide the Company with such unrestricted access to and within each part of the Premises as is required by the Company for the Company's Works and the Diversion.
- 3.6 The Customer must give such assistance in connection with the Company's Works and the Diversion as is reasonably requested by the Company. The Customer shall provide the Company with the information it reasonably requires in connection with the Company's Works and the Diversion. The Customer shall not in any way obstruct or impede the Company's Works and/or the Diversion, nor prevent, hinder nor delay the Company from performing its obligations.
- 3.7 The Customer shall ensure that the area within which the Company is to undertake the Company's Works and the Diversion is safe and free from obstruction and contamination. The Company will have no responsibility for any adverse ground conditions which affect the Company's Works.
- 3.8 The Customer shall 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. 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. The Customer shall reimburse costs incurred by the Company in relation to such issues.
- 3.9 The Company will not be under any obligation to commence or continue the Company's Works and the Diversion and may stop the Company's 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 and the Premises is safe and will not cause interference with the Company's Works and the Company's Distribution System. The Customer shall bear the cost of any stops or delays caused by health, safety and environmental issues.
- 3.10 The Customer shall (unless otherwise agreed) at its own cost and expense and to a satisfactory standard as reasonably specified by the Company provide, install and be responsible for all:
 - 3.10.1 ducts and marker tape where required to enable the Company to pull cables through;
 - 3.10.2 on site cable trenching, including excavation and backfilling and reinstatement once the Company has laid and covered the cabling;
 - 3.10.3 service tubes from the back of the footpath to the Customer's Premises terminating where possible in an external meter reading cabinet;
 - 3.10.4 agreeing service terminations in a position acceptable to the Company and installation of external cabinet for Company's service termination facilities in a position acceptable to the Company;
 - 3.10.5 providing suitable accessible access points, openings and housings, in each case in a position acceptable to the Company and in accordance with applicable law; and
 - 3.10.6 LV mains cable.
- 3.11 If any electricity metering requirements or associated communications facilities are required for the Diversion the Customer shall be responsible for these.

- 3.12 If Customer's Works or site works are required to support the Company's Works and/or the Diversion, the Customer must complete those works which are necessary promptly after acceptance of the Offer or in accordance with any programme agreed with the Company.
- 3.13 The Customer shall ensure that any electrical work it carries out (or which is carried out on its behalf) is carried out by a qualified electrical contractor to the requirements of the current Institution of Engineering and Technology (IET) wiring regulations.
- 3.14 The Customer shall carry out any Customer's Works and site work required for the Diversion specified in the Offer promptly after acceptance of the Offer. These Customer's Works shall be completed at no cost to the Company and shall be carried out with reasonable skill and care and to a satisfactory standard as reasonably specified by the Company and in accordance with the Company's Requirements and applicable law. Where the Customer is carrying out design which affects the Company's Works it shall ensure the design is in accordance with the Company's design standards and applicable law. The Company may inspect the Customer's property and works and test them to its satisfaction. Any costs incurred by the Company in rectifying issues affecting the Customer's property and/or Customer's Works 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 Customer's property. Delays or changes to the Customer's Works may impact the cost and time of the Diversion.
- 3.15 The Company is not responsible for the adequacy and safety of the Premises and the Customer's Works. The Company shall have no liability, in contract, tort or delict (including negligence) or breach of statutory duty for any defect, malfunction, non-conformance or otherwise in the Customer's Works, or the Customer's Premises or for defects in the Equipment or the Distribution System which are a result of any Customer's Works, or the Customer's actions or omissions.
- 3.16 If during the course of the Customer's works, any cable should be damaged by the Customer (including its contractors or others working on behalf of the Customer) then this fact must be reported to the Company's Emergency Service Centre on 08000 72 72 82 (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.
- 3.17 The Customer acknowledges and agrees both that:
- 3.17.1 it has submitted to the Company all information it has in its possession regarding the site and the Customer's property which may impact the Company's Works and/or affect any of the terms of this Agreement; and
- 3.17.2 the Offer is based on the information provided by the Customer to the Company for the proposed Diversion.
- 3.17.3 If the Customer's information is incorrect and/or misleading, or the customer fails to provide information and this impacts on the Company's Works then the Company reserves the right to change the affected terms of this Agreement including the Quotation.
- 3.18 The Customer shall grant the Company a non-exclusive, irrevocable, royalty free licence to make use of and copy all information, analysis, designs and materials which the Customer shares but only for the purposes of enabling the Company to perform its obligations under this Agreement and to operate and maintain the Distribution System. Save for this all intellectual property rights shall remain with the party who provided and/or created them. 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, save as required by law or any regulatory requirement or to enable efficient electricity network management in line with Ofgem's Data Best Practice Guidance.
- 4 Land Rights and Consents**
- 4.1 The Offer is subject to the Company obtaining all required Land Rights and Consents for carrying out the Company's Works and for the Diversion in accordance with the Land Rights Requirements. The Company will not start its Company's Works until all the necessary Land Rights and Consents are in place.
- 4.2 Where the Company's Works will take place on land owned by the Customer or over which the Customer has legal rights, the Customer shall grant any Land Rights necessary for cables, overhead lines, substations and all other apparatus to be installed over, under or within their property at no cost to the Company, with full title guarantee, without conditions and free from encumbrances. The Company requires as much legal security for placement and maintenance of its Equipment and cables as possible.
- 4.3 The Customer shall provide the Company with any notices required under the Statutory Consents, Traffic Management Act 2004 and the New Roads and Street Works Act 1991 in respect of the Customer's works.
- 4.4 Unless otherwise stated the Offer assumes that all plant and equipment shall be placed in the adopted public highway or land owned or controlled by the Customer, where this is not the case the Company shall be entitled to vary this Agreement to include such extension of time for and additional charges as it shall reasonably require to obtain Land Rights from third parties.
- 4.5 In connection with the grant of the Land Rights the Customer shall meet:
- 4.5.1 its own costs and expenses and the full fees, costs and expenses of any professional advisor it uses;
- 4.5.2 the fees, costs and expenses of the Company and any fees, costs and expenses of and incurred by the Company's professional advisers; and
- 4.5.3 the fees, costs and expenses of any consenter or other third party and their professional advisors and any other applicable fees, costs and expenses.
- 4.6 The Company or its professional advisors may incur costs checking Land Rights being offered and working with the Customer or others to ensure the proposed Land Rights are obtained and are satisfactory. The Company or its professional advisors will invoice such costs to the Customer and the Customer shall pay those costs in full.
- 4.7 The Customer shall provide the Company with all such assistance as the Company may require obtaining any such Land Rights and statutory Consents.
- 4.8 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 will include, but not be limited to, liabilities, losses, damages, costs expenses and charges suffered or incurred by the Company where ultimately the Diversion does not progress.
- 4.9 If the Company is required to reschedule and/or redesign the Company's Works as a result of Land Rights and Consents not being in place, then the Customer shall pay the Company's reasonable costs and expenses incurred and/or committed by the Company and the Company shall be entitled to such extension of time as is reasonably required.
- 5 Company's Design & Works**
- 5.1 The Company shall carry out the Company's Works in accordance with the Offer and its specifications and shall exercise reasonable skill and care in designing and carrying out the Company's Works. The Company excludes all warranties express or implied in relation to the Company's design and the Company's Works, including any implied term, condition, representation or warranty of satisfactory quality or fitness for a particular purpose, or that the Company's Works or diversion equipment shall meet the Customer's requirements, whether implied by statute or otherwise, to the fullest extent permitted by law.
- 5.2 The scope of the Company's Works set out in the Offer is based on the results of an initial, off-site, desk-based study and the Company may require to undertake a more detailed review after the Offer has been accepted. 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 statements or reviews as are required to undertake the Company's Works. If such subsequent studies, assessments, surveys or other reviews, or feasibility or detailed design indicate that amendment to the scope and costs of the Company's Works is necessary, the Company will inform the Customer and the Company shall be entitled to amend the design, adjust the charges in the Offer accordingly and change the timing of the Company's Works and the Diversion or extend the date for completion by the period which the Company considers to be reasonable in the circumstances.
- 5.3 The Company will carry out all Company's Works during normal working hours. There will be an additional charge for any overtime working at the Customer's request. Where issues are encountered at the site the Company shall be entitled to amend the Company's Works, adjust the charges in the Offer accordingly, unless the issues are as a result of the Company's negligence, and change the timing of the Company's Works or extend the date for completion by the period which the Company considers to be reasonable in the circumstances.
- 5.4 If adverse ground conditions are identified during the Company's Works, the Company shall be entitled to vary the Agreement to reflect such adverse ground conditions.
- 5.5 The Company reserves the right to sub-contract any part of its Company's Works.
- 5.6 The Equipment shall at all times remain the property of the Company. On completion of the Company's Works, the whole of the Company's Works and the Equipment shall become the property of the Company. The Customer shall protect the Equipment from any damage or interference between delivery to the Premises and completion of the Company's Works. The Company shall be responsible for the final connection of the Diversion into its Distribution System.
- 5.7 If the Company's Works and/or Diversion do not proceed at all, or on time, due to an act, omission and/or default by the Customer, the Customer shall reimburse the Company for any costs and expenses incurred or committed by the Company.
- 6 Timing**
- 6.1 Time is not of the essence in relation to the Company's Works and or the Diversion.
- 6.2 Where the Company agrees a period or date for the commencement and/or completion of the Company's Works and the Diversion this is given as accurately as possible but is not guaranteed.
- 6.3 The completion date for the Company's Works and Diversion is estimated based on an initial off-site, desk-based study which assumes typical works and standard conditions and may change when more detailed design is completed or as the Company's Works progress. The Company will not start and/or may determine not to continue its Company's Works until it is satisfied (acting reasonably) that the Company's Works can progress to completion.
- 6.4 Timing of the Company's Works and/or the Diversion may change as a result of future developments including:
- 6.4.1 any Customer delays in carrying out its works and obligations, including payment as required by the Company, or changes in the Customer's requirements;
- 6.4.2 all relevant third party requirements being in place and being observed, including access arrangements and Land Rights and Consents;
- 6.4.3 matters outside of the Company's control, for example storms or epidemics or works being carried out to the national electricity transmission system, actions or delays by third parties, or faults or outages on the Company's Distribution System; and/or
- 6.4.4 changes in the design or Company's Works any other changes or variations in accordance with this Agreement.
- 7 Payment**
- 7.1 The Company shall issue a Quotation in the Offer for sums due for the Company's 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 price charged will reflect the actual costs of materials, labour, contractor costs incurred and third party costs, 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 material costs. These changes will be passed through to the Customer. The Company shall have the right to vary the Quotation in accordance with any variations in the plant, material, equipment and/or labour 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 decrease in costs in the form of an updated Offer or other variation for the Customer's acceptance. If the Customer does not accept the variation as set out above the Company may terminate the Agreement.
- 7.2 The charges in the Quotation will be increased for inflation on each anniversary of the date of the Offer calculated in accordance with the Retail Price Index.
- 7.3 The Company's charges in the Quotation are based on the Company being able to carry out the Company's Works in the sequence the Company would normally follow (at the Company's discretion) in carrying out works of a similar nature, without obstruction or restriction, during normal working hours and on the Customer providing to the Company all information which is necessary for the Company to carry out the Company's Works. If for any reason beyond the Company's control it is unable to perform the Company's Works as it has planned, or if the information which the Customer provides to the Company is inaccurate, incomplete or misleading, then additional charges will be payable by the Customer at the Company's absolute discretion to cover the additional cost and expenses incurred by the Company and the timing of the Company's Works may be rescheduled. Works and costs which are the responsibility of the Customer are excluded from the Quotation.
- 7.4 Unless otherwise agreed with the Company, the Customer shall pay to the Company in full the charges in the Quotation on its acceptance of the Offer. Unless otherwise agreed in writing, payment of the charges in the Quotation will be required in advance of the Company commencing the Company's 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 completion of the Works. Where additional costs and/or charges are identified or payable after acceptance of the Offer the Company may invoice the Customer for such additional costs and/or charges. Unless the Customer has paid sums due in full, the Company shall not be obliged to progress or complete its Company's Works.

- 7.5 The Company will charge the Customer in accordance with its approved Connection Charging Statement and Methodology, which sets out its charging methodology, and in accordance with other applicable regulatory requirements, including Ofgem's Regulatory Instructions and Guidance for each regulated price control.
- 7.6 The Company shall be entitled to invoice the Customer at any time for sums due. The Customer must pay invoices received from the Company within thirty (30) days of the date of the invoice. Payment by the Customer must be in full, in cleared funds and without any deductions or set off of whatever nature.
- 7.7 If any amount remains unpaid after the due date, the Company shall (in addition to any other remedies) be entitled to charge interest on the amount unpaid at the annual rate of 3% over the base rate of the Bank of England from the due date to the date of payment in full.
- 7.8 Where chargeable, the Customer shall pay value added tax ("VAT") at the appropriate rate.
- 7.9 The Customer shall pay all sums due to the Company under this Agreement. Where the Company has agreed to payment by a third party and has received written authority from the Customer (to the Customer'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 and the Customer shall inform the Company immediately if the third party is no longer authorised by it as a payer.
- 7.10 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 on the Website. The Customer shall provide account details for any such refunds promptly on request.
- 7.11 The Company shall issue a further invoice to the Customer on completion of the electrical works in respect of any Second Comer Charge.
- 7.12 The Company reserves the right to require that the Customer provides security for any payment which may become due pursuant to this Offer and/or section 19 of the Act. The Company may automatically use and apply any such security in cash against any such sums as they become due.

8 Change/variation

- 8.1 Either party shall at any time be entitled to propose changes to this Agreement, by providing notice in writing to the other party.
- 8.2 The Company shall be entitled to amend the design and/or Company's Works, adjust the costs and/or charges in the Quotation or extend the date for completion due to:
- 8.2.1 changed or additional third party requirements, including Ofgem and NESO requirements, landowner requirements, telecommunications provider requirements, local authority requirements, traffic management requirements and other utilities being in the area of the Company's Works;
- 8.2.2 adjustment of the charges for inflation on each anniversary of the date of the acceptance with the updated charges which shall apply to any Works executed during each subsequent year plant, material, equipment or labour prices changing, including any material movement in the price of metals or other Equipment costs to be used in the Works;
- 8.2.3 additional or changed information becoming available to the Company, including from further design, studies, surveys, reviews and assessments;
- 8.2.4 the Company being required to obtain additional or different Land Rights and/or Consents;
- 8.2.5 the Customer changing its requirements, the Customer not being ready for the Company's Works or due to delays by the Customer or its representatives or the Customer not complying with the terms set out in this Agreement;
- 8.2.6 any factor beyond the reasonable control of the Company;
- 8.2.7 a change in law or change of regulatory requirements; and/or
- 8.2.8 any other changes or variations in accordance with this Agreement.
- 8.3 Where any changes to the Company's Works are required by the Company or are agreed with the Customer, the Customer shall bear the cost of those changes, unless they are as a result of the Company's negligence.
- 8.4 The Company shall submit written details of the additional cost and altered timing to the Customer resulting from the proposed changes. The Customer must confirm to the Company in writing whether it accepts the Company's updated costs and/or altered timing within 10 working days of the date of submission of such updated cost details. If the Customer accepts the changes in the Quotation, the scope, cost and timing of the Company's Works shall be adjusted accordingly, and the Agreement shall continue as amended.
- 8.5 If the Customer rejects the proposed change or does not respond in relation to the proposed change the Company may terminate the Agreement.
- 8.6 No amendment, modification or substitution to the Agreement shall be effective unless executed in writing by both Parties.

9 Term, Termination and Consequences of Termination

- 9.1 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 both completion of the Company's Works and the Diversion and until full payment is received.
- 9.2 The Company may terminate the Agreement with immediate effect by written notice to the Customer if:
- 9.2.1 the Company's Works referred to in the Offer have not commenced within three (3) months from the date of acceptance of the Offer (or such other time as is agreed with the Company) or did commence but subsequently ceased for a period of more than three (3) months and such delay in commencing or completing the Company's Works is not attributable to the act or omission of the Company;
- 9.2.2 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 twenty-one (21) days of receipt of a written notice of such failure;
- 9.2.3 if the Customer commits a material, persistent or repeated breach of its obligations under this Agreement which (in the case of a breach being capable of remedy) it fails to remedy within twenty-one (21) days of receiving a written notice requiring it to do so;
- 9.2.4 the Customer becomes subject to a bankruptcy, administration, insolvency or similar process;
- 9.2.5 the Customer does not accept any variation required by the Company under the Agreement;
- 9.2.6 the necessary Land Rights and Consents required to undertake the Company's Works and for the Diversion have not been granted 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 Company's Works and/or operation of the Distribution System; or
- 9.2.7 an event outside the Company's control continues for a period of or exceeding three (3) months and/or it becomes apparent that the Company is unable to provide the Company's Works, including due to a change of law or change of regulatory requirements, or it would be wholly unreasonable and/or disproportionate to provide the Company's Works
- 9.2.8 any of the rights to terminate set out in this Agreement apply.
- 9.3 The Customer may terminate the Agreement at any time on fourteen (14) days' written notice to the Company.
- 9.4 In the event the Agreement is terminated (however that arises) the Customer shall remain liable and shall be obliged to pay to the Company:
- 9.4.1 all costs, charges (including the Charges) for work done and committed to and Equipment purchased or committed to and expenditure invoiced and due for payment to the Company and/or others for the Company's Works and/or the Diversion;
- 9.4.2 any applicable administrative costs and any abortive costs including for any Equipment ordered prior to the date of termination and paid for or committed to be paid for, including all costs incurred or committed by the Company for Land Rights and Consents;
- 9.4.3 all costs, charges and expenditure for any additional works the Company is required to undertake to render the existing Works safe to the reasonable satisfaction of the Company; and
- 9.4.4 all costs, charges and expenses (including disbursements) incurred by the Company as a direct result of the termination.
- 9.5 The Company shall be entitled seek reimbursement of or to deduct such amounts, together with administration costs, from any sums payable to the Customer.
- 9.6 If the Customer is due a refund on termination the Company will return any sums overpaid by the Customer, less administration costs, in accordance with the Company's refund policy.
- 9.7 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.
- 9.8 On termination the Company shall be entitled to carry on and complete so much of the Company's Works as it considers necessary to render the same stable and safe or to comply with any Land Right and/or Consent and to ensure that its Distribution System will not operate less effectively than before the commencement of the Company's 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.
- 9.9 The provisions of Terms 7, 9 and 10 shall survive termination of this Agreement 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.
- 9.10 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.
- 9.11 If the Agreement is terminated the Customer shall no longer have any entitlement to any capacity and/or the Diversion and, if the Customer still wants a diversion to the Company's Distribution System, the Customer must re-apply for that diversion.

10 Liability, indemnity and insurance

- 10.1 The Customer shall indemnify and keep indemnified the Company from all claims, liability, loss, costs, expenses and/or damage incurred or suffered by the Company as a result of the Works and this Agreement, unless due to any negligence of the Company or any person for whom the Company is responsible.
- 10.2 Nothing in this Agreement shall exclude or restrict the liability of the Company for death or personal injury or any other liability which cannot be limited or excluded by applicable law.
- 10.3 The Company (and any of its respective officers, employees, contractors or agents) shall have no liability to the Customer whether in contract, tort or delict (including negligence), for breach of statutory duty, or otherwise arising under or in connection with this Agreement for any indirect, special or consequential loss, any loss of profit, revenue, generation, business, savings, (anticipated or otherwise) or any other form of economic loss (whether or not occurring in connection with physical damage).
- 10.4 The Company's liability (and that of any of its respective officers, employees, contractors or agents) under or in connection with this Agreement shall be limited to £1 million (one million pounds) in aggregate. This limit shall apply however that liability arises, including a liability arising by breach of contract, arising by tort or delict (including negligence) or arising by breach of statutory duty.
- 10.5 The Company shall have no liability arising in contract, tort or delict (including negligence) or breach of statutory duty for any defect, malfunction or otherwise in the Customer's electrical equipment or for defects in the Equipment or the Company's Distribution System which are a result of any Customer's Works, equipment or Customer actions or omissions.
- 10.6 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 terms and conditions implied by the Sale of Goods Act 1979 and the terms and conditions implied by the Supply of Goods and Services Act 1982.
- 10.7 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 to defend the same in the name of the indemnified party at the indemnifying party's expense.
- 10.8 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.
- 10.9 Neither party shall be liable for any delay in performing or for failure to perform its obligations under this Agreement if the delay or failure results from any cause or circumstance beyond its reasonable control, provided that the delay or failure to perform is not caused by the fault or negligence of the affected party. The performance of the obligation affected shall be postponed for as long as is necessary but if the issue continues for a period exceeding three (3) months, either party may terminate this Agreement immediately by written notice to the other party.

- 10.10 Without prejudice to the Customer's liability to indemnify the Company, the Customer shall have in place such insurance policies as are necessary to cover the Customer's liabilities, including cover for liability to third parties, such policies shall be with a reputable insurer and shall be kept in force during and until completion of the Company's Works and the Diversion. The Company shall be entitled to suspend provision of the Company's 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.
- 10.11 Each provision of this section in relation to Liability, indemnity and insurance 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.
- 10.12 Each party shall take reasonable measures to mitigate any loss which has occurred.
- 11 General Terms**
- 11.1 This Agreement is 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 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 any oral or written representation, warranty, understanding or undertaking not fully reflected in the terms of the Agreement.
- 11.2 All data and information obtained by a party from the other 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, shall not be used for any purpose other than to exercise its rights and perform its obligations under the Agreement and shall not be disclosed by the receiving party to any third party, save as required by law or any regulatory requirement or to enable efficient electricity network management by the Company and in line with Ofgem's Data Best Practice Guidance.
- 11.3 Each party shall, at its own expense, ensure that it complies with all applicable data protection law. The Company shall use, and process information provided to it by the Customer in accordance with the Company's Privacy Policy, which can be found on the Website at www.ssen.co.uk/privacy-notice/.
- 11.4 A person who is not a party to this Agreement shall not have any rights to rely on or to enforce any terms under this Agreement.
- 11.5 This Agreement is personal to the Customer and the Customer may not, without the prior written consent of the Company assign, novate, transfer this Agreement or any part of it. The Customer warrants and undertakes that in the event of it assigning, novating or transferring its rights 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.
- 11.6 Failure by any party to enforce or exercise any term of this Agreement at any time or for any period does not constitute, and shall not be construed as, a waiver of such term and shall not affect any future right to enforce such term or any other term in this Agreement.
- 11.7 Any notices required to be given under this Agreement may be delivered electronically, personally or by first class post to the other party at the address stated at the top of the Offer or such other address (including email addresses) as may be notified in accordance with this clause from time to time. A notice shall be deemed to have been given if delivered in person upon delivery, if sent electronically at the time of transmission (unless a notice of non-delivery is received) and if sent by post two (2) working days after posting.
- 11.8 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.
- 11.9 Where this Agreement uses the word "including" this shall in each case be interpreted to mean "including but not limited to".
- 11.10 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.
- 11.11 The parties shall use their reasonable endeavours to resolve any dispute or difference between them through negotiation.
- 11.12 The Customer may refer a relevant dispute under this Offer and Agreement to Ofgem within 1 year of the Diversion in accordance with section 23 of the Act.
- 12 Governing law and jurisdiction**
- 12.1 Each party irrevocably agrees that where the Customer's Premises is situated in England and/or Wales, the courts of England and Wales and where the Customer's Premises is 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).
- 12.2 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 Customer's Premises is situated in England and/or Wales or in accordance with Scots law where the Customer's Premises (including part thereof) is 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 the Diversion of the Company's Distribution System from their Premises for personal use.
- 1B) If you are a consumer these Supplementary Consumer Terms and Conditions shall be incorporated into the terms of the Offer and these Supplementary Consumer Terms and Conditions shall take priority over any inconsistent terms in the Offer or the Company's Standard Terms and Conditions.

2. Rights to Cancel

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

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

3. Effect of Cancellation

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

CANCELLATION FORM

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

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

E-mail: quote.acceptance@sse.com

I/We [*] want to cancel my/our [*] Agreement for the Diversion of the Company's Distribution System at [**]: (Add details of the Premises where the Company's Distribution System is to be diverted from)

Job reference:

Date you accepted the Offer:

Your name:

Your address:

Your signature:

Date:

[*] Delete as appropriate.

[**] Populate as appropriate.