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Date

30 July 2010

Our Ref:
1087768

Your Ref:
KA/2980WPD

For the attention of: Mr Kevin Archard

Dear Sir,

**Offer for works by Western Power Distribution (WPD) at
Coity Road, BRIDGEND
("the Works").**

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

- a) Charge Statement reference 1087768/376556 Version 1 dated 29/07/2010 stating the estimated charge for the Works ("**the Charge**");
- b) Plan number(s) 1087768 dated 30/07/2010 showing the proposed works;
- c) Specific Conditions for WPD Works; and
- d) General Conditions for WPD Works;

Duration of Offer

WPD's Offer is open for acceptance for **ninety days** from the date of this letter after which it will (if not accepted) automatically expire. The Offer is made on the understanding that the Works are completed within 6 months from the date of your acceptance.

Should the Works be incomplete at the end of the period WPD reserve the right to amend or withdraw this Offer.

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



WPD's Works

WPD's Offer includes the following works:-

- Divert approximately 450M of 33kV/11kV and pilot cable through proposed new development.

WPD's Charges

WPD's Charge for the Works is shown on the enclosed Charge Statement.

It does not include the costs of the civil works, which should at your expense be provided by you. The Specific Conditions for WPD's Works attached outline any civil works that are required.

WPD's Charge excludes any contribution required for affording connection to any new development.

The provision of ducts has been included within the Charge. For information regarding collection, please see the Stores section in Specific Conditions for the Works.

Payment

The estimated charge for the work is based on a time and material non-profit basis. Any variance in cost, due to unforeseen site circumstances, or the revised requirements of the customer, or their appointed agent, will be accounted for. The difference between the planned work and actual work required on site will be billed on completion of the scheme. Alternatively a refund may be given where the actual costs are less than estimated.

Payment of the Charge is required at staged intervals in line with WPD's incidence of expenditure. An initial payment of **£50000 + VAT** must be made at least **7 days** before WPD commence the Works. The outstanding balance of **£63518.05 + VAT** is required at least **7 days** before WPD complete the alteration Works

Commencement Date

The proposed date for WPD's Works to commence will be discussed with you when WPD has received your acceptance of the Offer.

At this stage I anticipate WPD will need 5 weeks after acceptance of the Offer before starting the Works. (This estimate includes lead in times for procuring materials and arranging the Works)

This estimated time-scale is not binding on WPD

Acceptance

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

If you have any queries or are not satisfied with this Offer and after discussion, you and I are unable to reach agreement, I hope you will take the opportunity of talking to my Distribution Manager: Sean Sullivan (telephone number 01792 784310) If, following discussion with the Distribution Manager, we still cannot reach agreement please contact Alison Sleightholm on 0117 9332175, or write to her at Avonbank, Feeder Road, Bristol BS2 0TB. She will investigate and try to resolve the matter with you. Our complaints procedure is available on our website

www.westernpower.co.uk If we are unable to resolve your complaint, you will have the right to refer the matter to the Energy Ombudsman for a decision. This is a free and independent dispute resolution service.

If you would like to accept this Offer and confirm your agreement to the terms therein please could you sign the attached Charge Statement and return it to WPD at the address given at the top of this letter, together with payment as appropriate.

Please note that the proposed cable route is subject to change depending on the final site layout.

A suitable cable route to be provided across the existing road bridge at Wild Mill Lane.

This scheme should be considered in conjunction with the provision of mains and services for the 120 domestic dwellings which will be detailed on Crown 1075769 to be sent in the near future

Yours faithfully,

A handwritten signature in black ink, appearing to be 'C Wright', with a long horizontal flourish extending to the right.

C Wright
Design Engineer
Swansea South East
Swansea

Western Power Distribution ("WPD") Specific Conditions for the Works

BASIS OF INFORMATION

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

- Your letter dated 14 June 2010
- Your plan Ref.No. 2980/SK/206 dated June 2010

EXCAVATION AND DUCTS

Except where stated in WPD's Works, all on-site excavation, provision of a stonedust bedding and blinding material, installation of WPD approved ducts and reinstatement will be carried out by the customer/developer at no cost to WPD. Draw cords should be incorporated and the ends marked for ease of location. Trench depths in pavement or private land shall be 530mm (min. cover over cable 450mm) and in roadway shall be 600mm (min. cover 520mm). Where cables are not protected in duct they must be blinded with 75mm of crushed stone dust and approved yellow "electric cable" marker tape laid above.

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

SERVICE TUBING

Without charge to WPD the customer/developer will install suitable 150mm internal diameter WPD approved tubing from each service position to the footpath or verge etc. as shown on the plan. A 150mm Duct should be installed at the meter position. A draw cord should be incorporated and the end marked for ease of location. There should be a minimum of 520mm cover in roadways and 450mm cover in pavements and private land.

STORES

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

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

Usual Collection times:-

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

(To avoid disappointment, please check with local offices for individual collection times)

Draw cords are not provided by Western Power Distribution

SAFETY

Any work in the vicinity of WPD equipment must be carried out in a safe manner, including, as a minimum, compliance with the relevant Health and Safety Executive Guidance Notes available from HMSO. In particular:

GS6 Avoidance of danger from overhead electric lines.

HS(G)47 Avoiding danger from underground cables.

Unless notified to the contrary, all existing cables must be assumed as live and all cables, including those that have been isolated remain the property of Western Power Distribution.

"It is a requirement of the Compliance with the Construction (Design & Management) Regulations 2007 that an assessment is made of risks on site.

If you are aware of any risks to health, safety or environment that may exist at any time on site, you must notify WPD.

Such risks include but may not be limited to asbestos, PCB's, air pollution, contaminated land and other services".

STREET WORKS BY CUSTOMER/CONTRACTOR

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

STREET LIGHTING

Please note that no provision has been made for new street lighting arrangements. If a new lighting scheme is planned, please contact us, enclosing details of the scheme. We will be pleased to provide a separate connection quotation.

TEMPORARY CONNECTIONS

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

ADDITIONAL INFORMATION

- Other works to be provided by the Customer:- As detailed on WPD Drawing 1087768

Western Power Distribution ("WPD")

General Conditions for the Works (the "General Conditions")

1. Definitions and Interpretation

1.1 All words and expressions defined in the Offer Letter and the Specific Conditions (if any) shall, unless the context otherwise requires, have the same meanings in these General Conditions.

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

"Act" means the Electricity Act 1989 as amended from time to time.

"Agreement" means these General Conditions, the Offer Letter, the Specific Conditions, the Characteristics and Charge Statement or Letter of Acceptance each signed by the Customer and any schedule or annexure to the Offer Letter, and any other document in agreed form.

"Charge Statement" means the statement showing details of the Charge to be completed and signed by the Customer confirming the Customer's acceptance to the terms of the Offer and concluding the contract between the parties in respect of the subject matter of this Agreement.

"Conditions Precedent" means the conditions which must be fulfilled prior to the commencement of the Works and continue to be fulfilled for the duration of the Agreement, as detailed in clause 2 and the Specific Conditions, if applicable.

"Connection Equipment" means all electric lines, materials, structures, equipment, plant, cables and apparatus necessary for the supply of electricity, which forms part of the Distribution System.

"Works" means the works carried out by WPD under this Agreement as more particularly set out in the Specific Conditions.

"Contestable Works" means the works that the Customer has an option to carry out itself or by appointing a contractor as more particularly described in the Specific Conditions.

"Customer's Installation" means any electric lines, materials, structures, equipment, plant, cables and apparatus (not being Connection Equipment) installed or to be installed by the Customer, owned or operated, used or to be used by the Customer and connected or to be connected to the Distribution System pursuant to this Agreement (including, without limitation the Customer's distribution network or generating plant).

"Customer Works" means any works to be carried out by the Customer or the Customer's contractor including, without limitation Contestable Works as set out in the Specific Conditions.

"Distribution System" means WPD's electricity distribution system.

"Energisation" means the movement of any switch or the insertion of any fuse or the taking of any other step so as to enable an electrical current to flow to or from the Distribution System through WPD's Connection Equipment to and, where applicable, from the Customer's Installation as appropriate and "Energise" shall be construed accordingly.

"Event of Force Majeure" means an event beyond the reasonable control of a party including but not limited to acts, defaults or omissions of sub-contractors, strike, lock out or other form of industrial action, other than by a party's own employees or agents, act of God, fire, explosion or flood, any third party obstruction preventing access to the Premises, theft and malicious damage or an electrical system emergency, provided that no event shall be treated as an Event of Force Majeure if it is attributable in whole or part to any wilful act or omission or any failure to take reasonable precautions by the affected party.

"Letter of Acceptance" means the letter in the form attached to the Offer Letter to be completed and signed by the Customer confirming the Customer's acceptance to the terms of the Offer and concluding the contract between the parties in respect of the subject matter of this Agreement.

"Non-contestable Works" means that part of the Works which will always be carried out by WPD and which the Customer is not entitled to carry out itself or through an appointed contractor as more particularly set out in the Specific Conditions.

"Premises" the premises or development (including, without limitation, any land, building or structure, owned or occupied by the Customer) where or in relation to which the Works are to be carried out.

1.3 In this Agreement, unless the context otherwise requires:

(a) words in the singular include the plural and vice versa and words in one gender include any other gender;

(b) a reference to a statute or other statutory provision includes:

(i) any subordinate legislation (as defined in Section 21(1) Interpretation Act 1978) made under it;

(ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and

(iii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;

(c) references to:

(i) any party include its permitted successors in title and permitted assigns;

(ii) clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear;

(d) the headings are for convenience only and shall not affect the interpretation of this Agreement.

2. Commencement of Works and Conditions Precedent

2.1 As soon as reasonably practicable after WPD has received the Customer's acceptance of the Offer, the parties shall agree in writing a date for commencement of the Works.

2.2 WPD shall be under no obligation to commence the Works until the following Conditions Precedent have been met:

(a) the Customer has:

(i) entered into the Agreement, pursuant to the Offer, by WPD by completing, signing and returning the Letter of Acceptance or Charge Statement, as appropriate;

(ii) completed any necessary civil works, civil engineering or building works that are necessary to enable the Works to commence;

(iii) complied with its obligations under clauses 3 and 4.1; and

(iv) made any initial payments required under the Offer Letter or Specific Conditions; and

(b) WPD has, at its normal rates, obtained all necessary easements, leases and transfers as well as any off site third party wayleaves and consents to lay its cables or construct an overhead line connection. Should any of these not be granted, or granted on terms in excess of WPD's normal rates, the Charge may be revised to take account of any additional cost to WPD.

2.3 If any of the Conditions Precedent have not been met by either party or waived by WPD within (6) months of the date of the Offer Letter, the Agreement shall automatically expire without prejudice to any accrued rights or obligations to either party under it.

2.4 The Customer shall not in any way obstruct or impede Works or the delivery of any Connection Equipment to the Premises, and shall use its reasonable endeavours to procure that its sub-contractors or agents shall not in any way obstruct or impede the Works or the delivery of any Connection Equipment to the Premises so as to prevent WPD from, or hinder or delay WPD in performing its obligations under this Agreement.

2.5 WPD shall use its reasonable endeavours to complete the Works within the timescales laid out under the Specific Conditions. This period for completion shall be extended to the extent that progress of the Works is delayed as a consequence of any act or omission on the part of the Customer, its agents or sub-contractors or a Distribution System emergency.

Western Power Distribution ("WPD")

General Conditions for the Works (the "General Conditions")

- 3. Property Matters**
- 3.1 Where the Customer is the owner of the Premises or any adjacent land on which the Works are to be carried out it shall, where reasonably required, and at the request of WPD, for the sum of £1 grant an easement in perpetuity to WPD to carry out the Works install, lay, repair, replace, renew alter and maintain the Connection Equipment.
- 3.2 Where the Customer owns a leasehold interest in the Premises or any adjacent land the Customer shall, where reasonably required, and at the request of WPD, for the sum of £1 grant an easement to WPD for a term of years expiring one day before the end of Customer's interest in the Premises for the benefit of WPD to carry out the Works and install, lay, repair, replace, renew alter and maintain the Connection Equipment provided that WPD shall not be required to enter into the documents set out in 3.2 until the Customer has obtained the consent of the freehold owner to such documents.
- 3.3 Where the Customer owns neither the freehold or the leasehold interest in the Premises or the adjacent land the Customer shall use reasonable endeavours to procure that the owner of the freehold interest of the Premises and the adjacent land enters into documents set out in clause 3.1 for the benefit of WPD.
- 3.4 Where the Customer is the owner or occupier of the Premises or the adjacent land, the Customer shall indemnify WPD from and keep WPD fully indemnified against any proceedings, claims, demand, costs, charges and expenses WPD incurs as a result of the Customer's failure to grant or obtain for WPD the appropriate easement or property rights to carry out the Works and to install lay, repair, replace, renew alter and maintain the Connection Equipment.
- 3.5 WPD may, in its discretion, carry out the Works if it has obtained a wayleave to do so in lieu of any easements. The acquiring of any wayleaves shall not diminish the duties and obligations on the Customer pursuant to this clause 3.
- 3.6 If the Customer or a third party prevents WPD from entering the Premises, adjacent land or other land with the result that WPD is unable to carry out the Works, or the Works are suspended on the Customer's instruction for which WPD is not responsible or due to alterations to the layout of the Premises, WPD shall not be deemed to be in breach of this Agreement and any additional costs reasonably incurred by WPD in consequence thereof shall be added to the Charge.
- 3.7 The Customer shall except and reserve out from the conveyance/lease to the purchaser/lessee of the Premises, full right and liberty for WPD to place electric lines through the property conveyed or leased and thereafter to use the same provided that WPD shall make good any damage caused as soon as practicable and shall not break open the surface of any land covered by a building.
- 3.8 Any legal costs incurred in conveying any part of the Premises to WPD shall be apportioned between the parties in accordance with the Specific Conditions.
- 4. Compliance, consents, safety and access**
- 4.1 The Customer shall:
- (a) before the time specified for delivery of any of WPD's Connection Equipment to the Premises, obtain all consents and approvals in connection with the regulations and by-laws of any local or other authority which shall be applicable to the Works on the Premises;
- (b) provide all accommodation, equipment, buildings, structures, foundations, approaches or work equipment of the quality specified in the Specific Conditions, if any;
- (c) ensure that the 'Co-ordinator' and the 'Principal Contractor' as defined by the Construction (Design & Management) Regulations 2007 ("CDM Regulations") carry out all their duties and obligations as set out in the CDM Regulations;
- (d) at all times provide and maintain suitable access to the Premises for the purposes of carrying out the Works or delivering, installing, laying, repairing, replacing, renewing, altering or maintaining the Connection Equipment and on production of written identity the Customer shall allow any WPD representative to enter the Premises provided that such visits are made during normal working hours (being between 07:00-19:00 hrs, Monday to Friday except for bank holidays); and at other times with the Customer's consent.
- 4.2 Each party shall take all reasonable steps to ensure the safety of the other party's employees, sub-contractors and agents while the Works are in progress or while WPD is maintaining or repairing the Connection Equipment.
- 4.3 WPD shall not be under any obligation to commence the Works or continue to provide a connection to the Customer unless it is reasonably satisfied that each part of the Customer's Installation is so constructed, installed, protected and used so far as is reasonably practicable to prevent danger, and not to cause interference with the Distribution System.
- 4.4 The inspection, non-inspection or non-rejection of the Customer's Installation by WPD shall not constitute any warranty or representation express or implied as to the adequacy, safety or other characteristics of the Customer's Installation.
- 5. Performance of the Works**
- 5.1 WPD shall:
- (a) perform the Works with reasonable skill and care and in accordance with the terms of this Agreement; and
- (b) provide such information as is reasonably required by the Customer from time to time to keep the Customer informed of the progress of the Works.
- 5.2 WPD specifically excludes all warranties, express or implied, including but not limited to any implied term, condition, representation or warranty of satisfactory quality or fitness for a particular purpose, that the Works or Connection Equipment will meet the Customer's requirements except those that cannot be excluded at law.
- 6. Charges and payment**
- 6.1 The Customer will pay to WPD the Charge. The Charge has been determined on the basis that WPD will provide the Non-contestable Works and those Contestable Works, if any, as identified in the Specific Conditions. If the Customer wishes to provide some or all the Contestable Works it shall first satisfy WPD that it (or its appointed contractor) has the necessary competence and experience to carry out such Contestable Works properly and safely.
- 6.2 If WPD is unable to complete the Works within the estimated timescales set out in the Specific Conditions due to any act, default or omission by the Customer, its employees, agents or sub-contractors or the Customer's breach of the Agreement or breach of statutory duty, WPD reserves the right to increase the Charge to recover any costs incurred by it as a result of such delay.
- 6.3 Payment of the Charge shall be made in accordance with the Specific Conditions. WPD shall invoice the Customer the amount stated. The Customer shall pay WPD within 28 days of receipt by the Customer of such invoice.
- 6.4 If the Customer makes any late payment of the Charge or any part of it WPD may, at its discretion, suspend the Works or postpone their commencement.
- 6.5 Without prejudice to any other rights and remedies which WPD may have, if the Customer fails to pay WPD by date an invoice is due, WPD may charge interest at a rate of 5% over the base rate of the Lloyds TSB, until it receives full payment of such invoice in cleared funds from the Customer.
- 6.6 WPD shall be under no obligation to Energise the Connection Equipment prior to receiving full and final payment of the Charge in cleared funds from the Customer. Full payment of the Charge shall be due at least 7 days prior to the Energisation date.
- 6.7 Where under this Agreement any party agrees to pay to any other party any sum or to furnish to any other party consideration which (in either case) is consideration for a taxable supply that sum or consideration shall be exclusive of Value Added Tax payable on it and the recipient of the supply shall pay an amount equal to such Value Added Tax in addition to any sum or consideration on receipt of a valid Value Added Tax invoice from the relevant party.
- 6.8 WPD shall be entitled to require security from the Customer before the commencement of the Works pursuant to section 20 of the Act.
- 7. Ownership, use and removal of Connection Equipment**
- 7.1 The Connection Equipment shall be installed in a position agreed by WPD.
- 7.2 The property in the Connection Equipment shall remain with WPD who may use it to connect its other customers.

Western Power Distribution ("WPD")

General Conditions for the Works (the "General Conditions")

- 7.3 If prior to the Works being completed, WPD or the Customer cancels the Works or part of them WPD may require the Customer, (at no cost to WPD), to assist WPD in removing the Connection Equipment and to pay within 7 days to WPD the amount of any expenditure reasonably incurred by WPD in the expectation of the performance of such Works or part of them, or otherwise arising in consequence of such cancellation to the extent not yet invoiced.
- 8 Customer Works and Customer Installation**
- 8.1 The Customer shall carry out all Customer Works with reasonable skill and care and in accordance with all applicable laws, rules and regulations.
- 8.2 WPD shall be under no obligation to permit the Customer's Installation to be connected directly or indirectly to the Distribution System unless it is satisfied that:
- (a) it will not cause danger or damage to, or undue interference with the Distribution System or the electricity supply to any third party; and
- (b) if applicable, the Customer has done everything necessary to lawfully operate and use the Customer's Installation for export of electricity to the Distribution System.
- 8.3 The Customer shall produce such evidence as may be reasonably required by WPD to show that the Customer has complied with its obligations under clause 8.2 above.
- 8.4 Save where express written representations are made by WPD or where the relevant works are carried out by WPD, neither by inspection, Energisation, connection nor in any other way does WPD give any guarantee or warranty, expressed or implied, as to the adequacy, safety or any other characteristic of the Customer's Installation or anything connected to it directly or indirectly (save for any Connection Equipment). WPD shall be under no obligation to carry out any repair or maintenance to the Customer's Installation.
- 9. EU Procurement Regulations**
- Where the EC Procurement Regulations apply to the procurement by WPD of works, goods or services which are necessary to carry out the Works, WPD shall comply with such Regulations and provide any details reasonably required by the Customer to prove such compliance.
- 10. Liability**
- 10.1 Each party accepts unlimited liability for death or personal injury caused by its negligence.
- 10.2 WPD's aggregate liability for physical damage to the Customer's tangible property (save where provided in clause 10.3) resulting from any act, default or omission (whether negligent or otherwise) of WPD, its employees, agents or sub-contractors, or from WPD's breach of the Agreement or breach of statutory duty, shall be limited to £2,000,000 per event or series of connected events.
- 10.3 WPD shall have no liability whatsoever, arising in contract, tort (including negligence) or breach of statutory duty, for any:
- (a) defect, malfunction or otherwise in the Customer's electrical equipment or the Customer's Installation, if applicable;
- (b) defects in the Connection Equipment and the Distribution System which are a result of any Customer Works;
- (c) loss of profit, business, contract, revenue, opportunity, goodwill, use of software or data, anticipated savings or for any administrative and overhead costs;
- (d) indirect or consequential loss; and
- (e) loss arising from any claim made against the Customer by any other person, unless such loss results directly from WPD's negligence or breach of contract in which event WPD's liability shall be limited to £2,000,000 per event or series of connected events.
- 10.4 Nothing in this clause 10 shall exclude or restrict or otherwise prejudice or affect the rights, powers, duties and obligations of either party which are conferred or created by the Act, WPD's distribution licence or the Electricity Safety, Quality and Continuity Regulations 2002, as amended.
- 11. Force Majeure**
- 11.1 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay or non-performance of any of its obligations (other than any payment obligations) under this Agreement to the extent that such delay or non-performance is due to an Event of Force Majeure. Such obligations shall be suspended while the Event of Force Majeure continues.
- 11.2 The party affected by an Event of Force Majeure shall immediately notify the other party in writing of the nature and extent of the Event of Force Majeure and the affected party shall use all reasonable endeavours to mitigate its effects.
- 11.3 If the Event of Force Majeure continues for more than 2 calendar months, the unaffected party shall be at liberty to terminate this Agreement with immediate effect by giving written notice on the other. The service of such notice shall be without prejudice to any rights or obligations that have accrued prior to termination.
- 12. Termination**
- 12.1 Either party may by notice in writing terminate the Agreement with immediate effect at any time if the other party commits a material breach of the Agreement provided that where such breach is capable of remedy the party in breach has been advised in writing of the breach and has not rectified it within thirty (30) days of receipt of such advice/notice. For the purposes of this sub-clause a breach shall be considered capable of remedy if time is not of the essence in performance of the obligation and if that party can comply with the obligation within the 30 day period.
- 12.2 WPD may by notice in writing terminate the Agreement with immediate effect on or at any time on the happening of any of the following events:
- (a) the passing of a resolution for the Customer's winding-up or the making by a court of competent jurisdiction of an order for the winding-up or the dissolution of the Customer;
- (b) the making of an administration order or the appointment of an administrator under the out-of-court procedure under the Enterprise Act 2002 or the appointment of a receiver or an administrative receiver over, or the taking possession or sale by an encumbrancer of, any of the Customer's assets;
- (c) the Customer making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally;
- (d) the Customer ceasing to do business at any time for 30 consecutive days; or
- (e) WPD being unable to commence the Works within two (2) months from the date agreed between the parties due to any act, default or omission (whether negligent or otherwise) by the Customer, provided that such date shall not be earlier than 6 months from the date of this Agreement.
- 12.3 On Energisation this Agreement shall automatically expire save as set out in clause 13.
- 12.4 The provisions of this clause 12 are without prejudice to any other right or remedy either party may have against the other for breach or non-performance of this Agreement.
- 13. Consequences of Termination**
- 13.1 All rights and obligations of the parties shall cease to have effect immediately upon expiry or termination of this Agreement except that termination shall not affect:
- (a) the accrued rights and obligations of the parties at the date of termination or expiry; and
- (b) the provisions contained in clauses 7, 8, 13, 15, 17, 18, and 19 which shall survive the expiry or termination of this Agreement howsoever caused and shall continue in full force and effect.
- 13.2 If on termination of the Agreement any staged payments made by the Customer exceed the actual costs incurred by WPD in carrying out the Works up to and including the date of termination, WPD shall issue a credit note in respect of such excess amount and reimburse the Customer accordingly, provided that WPD shall have the right to set off from such amount any sums due to WPD by the Customer under this Agreement.
- 14. Variation**
- 14.1 Each party shall be entitled to propose variations to the terms of this Agreement provided no purported variation to the Agreement shall be effective unless it is in writing and signed on behalf of both parties.
- 14.2 The Charge shall be adjusted by such an amount as is reasonable to reflect the increased or, as the case may be, decreased cost to WPD of meeting its obligations under this Agreement as a result of the variation.

**Western Power Distribution ("WPD")
General Conditions for the Works (the "General Conditions")**

- 14.3 If the parties are unable to agree a proposed variation, the parties shall attempt to resolve the matter in accordance with the internal dispute resolution procedure set out in clauses 15.1 and 15.2. If the senior representatives of the parties fail to resolve the matter, neither party shall have any obligation to implement the variation.
- 15. Dispute Resolution**
- 15.1 Subject to clause 15.4 if a dispute arises out of or in connection with this Agreement, the parties shall:
- (a) within 7 days of written notice of the dispute being received by the receiving party in good faith seek to resolve the dispute through negotiations between the parties' senior representatives who have the authority to settle it;
- (b) not pursue any other remedies available to them until at least 28 days after the first written notification of the dispute.
- 15.2 The appointed representatives shall use all reasonable endeavours to resolve the dispute.
- 15.3 If the dispute is not resolved in accordance with clause 15.1 and 15.2, either party may refer the dispute to the Gas and Electricity markets (Ofgem) pursuant to and in accordance with the utilities Act 2000 (as amended).
- 15.4 Nothing in this clause 15 shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary to avoid irreparable damage.
- 16. Assignment**
- 16.1 This Agreement shall be binding on and enure for the benefit of the successors in title of the parties but, except as set out in sub-clause 16.2, shall not be assignable by either party without the prior written consent of the other. In addition, a party to this Agreement may not hold the benefit of the Agreement or any rights under it on trust for any third party or parties.
- 16.2 WPD may assign the benefit of this Agreement to any company within its Group. For the purposes of this Agreement, "Group" means a company's subsidiaries, its holding companies and any subsidiaries of such holding companies, "subsidiary" and "holding company" having the meanings ascribed to those terms in Sections 736 and 736A of the Companies Act 1985.
- 17. General**
- 17.1 This Agreement and any documents referred to in this Agreement set out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.
- 17.2 To the extent that any of the provisions in these General Conditions conflict with the provisions in the other documents which constitute this Agreement, the order of precedence shall be as follows:
- (a) the Specific Conditions;
- (b) the Charge Statement, or Letter of Acceptance (as appropriate) as signed by the Customer;
- (c) the Offer Letter; and
- (d) these General Conditions.
- 17.3 To the extent that any provision of this Agreement is found by any court or competent jurisdiction to be invalid, unlawful or unenforceable it shall not affect the enforceability of the remainder of the Agreement.
- 17.4 No single or partial exercise or failure or delay in exercising any right, power or remedy by either party shall constitute a waiver by that party of, impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.
- 17.5 No express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third parties) Act 1999 by any person who is not a party to it.
- 17.6 Joint and several liability
- (a) where any liability or obligation is undertaken by two or more persons, the liability or obligation of each of them shall be joint and several;
- (b) the release or compromise in whole or in part of the liability of or grant of any time or indulgence to any one or more of joint and several obligors shall not affect the liability of the other or others.
- 19. Notices**
- 19.1 Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first class post, prepaid recorded delivery or facsimile to the address of the party as set out in this Agreement or as otherwise notified in writing from time to time.
- A notice shall be deemed to have been served:
- (a) at the time of delivery if delivered personally;
- (b) 48 hours after posting; or
- (c) 2 hours after transmission if served by facsimile on a Business Day prior to 3 pm or in any other case at 10 am on the Business Day after the date of despatch.
- 19.2 A party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement.
- 20. Governing law and jurisdiction**
- The Agreement shall be governed by and construed in accordance with the laws of England and Wales and subject to clause 15 the parties irrevocably submit for all purposes to the exclusive jurisdiction of the courts of England and Wales.

**Western Power Distribution (“WPD”)
General Conditions for the Works (the “General Conditions”)**

Charge Statement

Offer - Customer Copy (Please retain)

Printed 29/07/2010

Enquiry: 1087768 Scheme: 376556 Ver: 1

Offer for Works by Western Power Distribution ("WPD") at :
Coity Sidings, Coity Road, BRIDGEND

Description of the Works

Divert existing WPD Apparatus including 33kV, 11kV and pilot cables to cater for new housing development

Charge

VAT Reg. No. : 664-3619-20

Non-Contestable Works	£44,396.69
Contestable Works	£69,121.36
Charge sub-total for WPD's Works excluding VAT	£113,518.05
VAT on £113,518.05 @ 0%	£0.00
Charge*	£113,518.05

* For the avoidance of doubt the Charge shown above is only an indication of the contribution required from the Customer. The final scheme costs may be more or less than the Charge shown due to unforeseen site difficulties or restrictions. Any difference between the estimated and actual costs will be billed or refunded on completion of the Works.

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

Acceptance (Do not detach)

I accept the terms and conditions set out in this Charge Statement, the Offer Letter and accompanying Specific and General Conditions for the Works and that the final Charge may rise or fall according to actual site circumstances.

I understand that payment of the Charge shown above is required at least 7 days before WPD commence the Works unless otherwise specified in the Offer Letter.

(a) Enclosed is payment for the Charge for the Works (please enclose cheque)

(b) I will make payment at least 7 days in advance of the Works commencing or in accordance of the Offer Letter if different.

Please delete (a) or (b) as appropriate.

I accept responsibility for any reasonable costs that WPD has incurred if I cancel this acceptance after the Works have commenced.

Print Name.....

Signature..... Date.....

Designation (if signing for a company).....

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