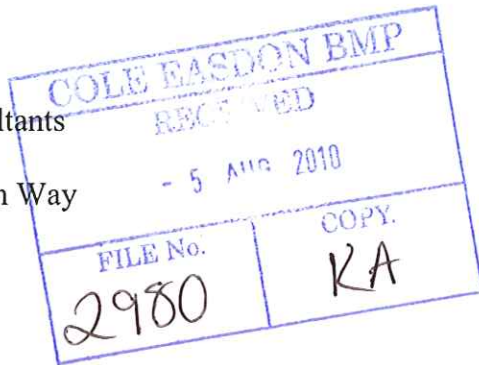


# WESTERN POWER DISTRIBUTION

*Serving the South West and Wales  
Gwasanaethu'r De Orllewin a Chymru*

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Date

02 August 2010

*Our Reference*  
1075769

*Your Reference*  
KA/2980WPD

For the Attention of: Mr Kevin Archard

Dear Sir,

## **Cost indication for electricity connection works by Western Power Distribution (WPD) at Coity Road, BRIDGEND ("the Connection Works").**

Thank you for your enquiry. I am pleased to provide an indication of WPD's likely costs to carry out the Connection Works for you (**the Cost Indication**). The Cost Indication comprises the following documents:

- a) Characteristics and Charge Statement reference 1075769/376743 Version 1 dated 02/08/2010 giving an indication of WPD's charge for the Connection Works;
- b) Plan number(s) 1075769 dated 02/08/10 showing the proposed works;
- c) Specific Conditions for Connection Works; and
- d) General Conditions for Connection Works;

I also enclose:

- e) a WPD guide explaining how the charge for the Connection Works is calculated;
- f) a Confirmation of Connection Details form to be completed by you.

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

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



Western Power Distribution (South Wales) plc  
Registered in Wales No. 2366985  
Registered Office:  
Avonbank, Feeder Road, Bristol BS2 0TB

Western Power Distribution (South Wales) plc  
Cofrestrwyd yng Nghymru Rhif 2366985  
Swyddfa gofrestredig:  
Avonbank, Feeder Road, Bristol BS2 0TB

## **Cost Indication**

Please note that this Cost Indication is for **guidance purposes** only and subject, in particular, to any wayleaves and other consents being successfully obtained. It is based on present day prices and includes a 10% contingency to allow for changes in labour and material costs. It does not include the costs of the civil works, which should at your expense be provided by you. The Specific Conditions for Connection Works attached outline any civil works that are required.

## **Confirmation of Connection Details Form**

If you wish WPD to proceed with your enquiry then please complete and return the Confirmation of Connection Details form

Upon receipt of the Confirmation of Connection Details form WPD will finalise the design of the Connection Works where appropriate and seek any consents, which are necessary for the WPD connection equipment to be installed and retained. Once this has been done WPD will send you an offer, which will reflect any contestable work you wish to carry out.

## **Payment**

Payment of the Charge is required at staged intervals in line with WPD's incidence of expenditure. An initial payment of **£50000 + VAT at 0%** must be made at least **7 days** before WPD commence the Connection Works. The outstanding balance of **£83018.03 + VAT at 0%** is required at least 7 days before WPD connect the Connection Works to the Distribution System.

## **Works Programme and Commencement Date**

The proposed start and connection dates will be discussed with you when WPD has received your acceptance of the Offer.

WPD will need 3 weeks after return of the Confirmation of Connection Details form in order to provide an offer. (This estimate includes lead in times for obtaining consents.)

At this stage I anticipate WPD will need 8 weeks after acceptance of the Offer before starting the Connection Works. (This estimate includes lead in times for procuring materials and arranging the Connection Works.)

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

## **Acceptance**

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

If you have any queries or are not satisfied with this Cost Indication 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 an agreement please contact

Alison Sleightholm on 0117 9332175, or write to her at Avonbank, Feeder Road, Bristol BS2 0TB. She will investigate and try to resolve the matter with you. Our complaints procedure is available on our website [www.westernpower.co.uk](http://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.

Please note that this letter and attachments are not to be treated as an offer from WPD to carry out the Connection Works.

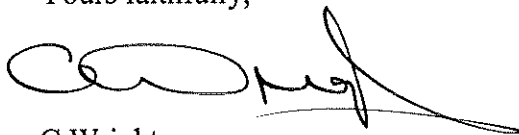
If you wish to proceed, please return the Confirmation of Connection Details form, duly completed and signed. If you should require any further information then please do not hesitate to contact me at the address or telephone number given at the top of this letter.

Due to the proposed development extending for approximately 1000M and due to the limited information available at this early stage, I have assumed the following in these Indicative Costs:

- Establish a 315kVA substation located at the centre of the development and looped into the existing 11kV WPD Network, (the substation can possibly be supplied via a radial circuit with reduced security of supply and at a reduced cost if you so wish).
- Lay only all LV mains and services to supply 135 domestic dwellings, (services based on an average length of no more than 20M).
- Individual service connections.
- Assumes a suitable 11kV cable route will be available (significant change in ground levels between Wild Mill Lane and development).

Please note that these proposals should be read in conjunction with Crown 1087768, diversions of the existing 33kV and 11kV WPD Network.

Yours faithfully,



C Wright  
Design Engineer  
Swansea South East  
Swansea

## **Western Power Distribution ("WPD") Specific Conditions for Connection 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
- WPD's completed Connection Enquiry Form dated 14 June 2010

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

- 135 connections, each with an After Diversity Maximum Demand (ADMD) of 3 kW

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

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

Establish 315kVA ESI substation including 4 way TME.

11kV/LV/Service Jointing.

Installation of mains and services to 135 dwellings.

**Summary of Connection Works by WPD**

Length of HV cable/line required = 420 m

Length of LV cable/line required = 780 m

Length of service cable/line required = 2700 m

Number of substations required = 1

### **SUBSTATION SITE ON DEVELOPMENT**

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

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

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

### **SUBSTATION BASE**

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

### **EXCAVATION AND DUCTS**

All on-site excavation, provision of a 3mm to dust bedding and blinding material, installation of WPD approved ducts and reinstatement will be carried out by the customer/developer at no cost to WPD. Draw cords should be incorporated and the ends marked for ease of location. Trench depths, widths and minimum cover for various

cables and circumstances are specified in the following table. Where cables are not protected in duct they must be blinded by 75mm of crushed stone dust and approved yellow "electric cable" marker tape laid above.

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

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

#### **SERVICE TUBING**

Without charge to WPD the customer/developer will install suitable 39mm internal diameter WPD approved tubing from each service position to the footpath or verge etc. as shown on the plan. A Preformed 'Hockey Stick' 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.

#### **SAFETY**

Any work in the vicinity of WPD equipment must be carried out in a safe manner, including, as a minimum, compliance with the relevant Health and Safety Executive Guidance Notes available from HMSO. In particular:  
 GS6 Avoidance of danger from overhead electric lines.  
 HS(G)47 Avoiding danger from underground cables.

#### **STREET WORKS BY CUSTOMER/CONTRACTOR**

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

#### **ELECTRICAL DISTURBANCE**

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

#### **ESQC COMPLIANCE**

WPD will where agreed, allow the connection to be/remain Energised subject to the terms and conditions as set out below and any other conditions set out under this Offer. The Supplier will arrange for the appointed Meter Operator to provide a meter to a property on a designated site before the agreed Supply Start Date for each individual property. (The Supply Start Date will be the date at which charges will commence.)

1. It is the Customer's responsibility to ensure that the electrical installation to which the Customer requires an electricity connection from WPD is installed in such a manner that it will comply with Regulations 8(4) and

25 of the Electricity Safety, Quality and Continuity Regulations 2002 ("Regs 8(4) and 25") immediately prior to Energisation.

2. The Customer must allow WPD access to any property covered by WPD's Offer to ensure that the electrical installation complies with Regs. 8(4) and 25.

## **METER OPERATOR**

For connections with a maximum demand above 100kW, half hourly metering is mandatory. Your appointed Supplier may arrange for a Meter Operator to install half hourly metering but it is usual for the customer to appoint their Meter Operator directly.

A list of Meter Operators can be obtained from the Association of Meter Operators, [www.meteroperators.org.uk](http://www.meteroperators.org.uk)

WPD provides metering services to customers in the South West and South Wales regions and can provide your half hourly metering. Please indicate on the bottom of the "Confirmation of Connection Details" form who your appointed Meter Operator will be.

## **STREET LIGHTING**

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

## **TEMPORARY CONNECTIONS**

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

## **STANDARD METER CABINETS**

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

## **EARTHING ARRANGEMENTS**

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

## **PHASE BALANCE**

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

#### **ADDITIONAL INFORMATION**

- The Exit Point at which we will terminate our responsibility for the connection is:-
- The outgoing Terminals of WPD's fused cutout
- Other works to be provided by the Customer:- As detailed on WPD Drawing 1075769 dated 02/08/2010

# Western Power Distribution ("WPD") General Conditions For Connection Works ("The Conditions")

## 1. Definitions and Interpretation

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

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

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

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

"Characteristics and Charge Statement" means the electrical characteristics of the proposed connection at the Connection Point and details of the Connection Charge to be completed and signed by the Customer confirming the Customer's acceptance to the terms of the Connection Offer and concluding the contract between the parties in respect of the subject matter of this Agreement.

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

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

"Connection Point" means the point of connection at which a supply of electricity may flow from the Distribution System into the Customer's upon Energisation.

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

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

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

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

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

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

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

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

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

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

1.3 In this Agreement, unless the context otherwise requires:

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

(b) a reference to a statute or other statutory provision 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 Connection Works and Conditions Precedent

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

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

(a) the Customer has:

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

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

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

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

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

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

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

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

## Western Power Distribution ("WPD") General Conditions For Connection Works ("The Conditions")

### 3. Property Matters

3.1 Where the Customer is the owner of the Premises or any adjacent land on which the Connection Works are to be carried out it shall, where reasonably required, and at the request of WPD, for the sum of £1:

- (a) grant an easement in perpetuity to WPD to carry out the Connection Works and install, lay, repair, replace, renew, alter and maintain the Connection Equipment; and
- (b) enter into a lease for a term of 99 years for the benefit of WPD of any part or parts of the Premises for the siting, repairing, maintenance and access to the accommodation and the Connection Equipment, or
- (c) transfer the Customer's ownership in an acceptable form to WPD of any part or parts of the Premises for the siting, repairing, maintenance and access to the accommodation and/or Connection Equipment.

3.2 Where the Customer owns a leasehold interest in the Premises or any adjacent land the Customer shall, where reasonably required, and at the request of WPD, for the sum of £1:

- (a) grant an easement to WPD for a term of years expiring one day before the end of Customer's interest in the Premises for the benefit of WPD to carry out the Connection Works and install, lay, repair, replace, renew, alter and maintain the Connection Equipment and;
- (b) enter into a lease with WPD for a term of years expiring one day before the end of Customer's leasehold interest in the Premises for the benefit of WPD of any part or parts of the Premises for the installation, laying, siting, repairing, replacement, renewing, altering, maintenance and access to the accommodation and the Connection Equipment;

provided that WPD shall not be required to enter into the documents set out in 3.2(a) or 3.2(b) until the Customer has obtained the consent of the freehold owner to such documents.

3.3 Where the Customer owns neither the freehold or the leasehold interest in the Premises or the adjacent land the Customer shall use reasonable endeavours to procure that the owner of the freehold interest of the Premises and the adjacent land enters into documents set out in clause 3.1 for the benefit of WPD.

3.4 Where the Customer is the owner or occupier of the Premises or the adjacent land, the Customer shall indemnify WPD from and keep WPD fully indemnified against any proceedings, claims, demand, costs, charges and expenses WPD incurs as a result of the Customer's failure to grant or obtain for WPD the appropriate easement or property rights to carry out the Connection Works and to install and maintain the Connection Equipment.

3.5 WPD may, in its discretion, carry out the Connection Works if it has obtained a wayleave to do so in lieu of any easements. The acquiring of any wayleaves shall not diminish the duties and obligations on the Customer pursuant to this clause 3.

3.6 If the Customer or a third party prevents WPD from entering the Premises, adjacent land or other land with the result that WPD is unable to carry out the Connection Works, or the Connection Works are suspended on the Customer's instruction for which WPD is not responsible or due to alterations to the layout of the Premises, WPD shall not be deemed to be in breach of this Agreement and any additional costs reasonably incurred by WPD in consequence thereof shall be added to the Connection Charge.

3.7 The Customer shall except and reserve out from the conveyance/lease to the purchaser/lessee of the Premises, full right and liberty for WPD to place/install electric lines through the property conveyed or leased and thereafter to use, inspect, repair, replace, alter, maintain and renew the same provided that WPD shall make good any damage caused as soon as practicable and shall not break open the surface of any land covered by a building.

3.8 Any legal costs incurred in conveying any part of the Premises to WPD shall be apportioned between the parties in accordance with the Specific Conditions.

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

4.1 The Customer shall:

- (a) before the time specified for delivery of any of WPD's Connection Equipment to the Premises, obtain all consents and

approvals in connection with the regulations and by-laws of any local or other authority which shall be applicable to the Connection Works on the Premises;

- (b) provide all accommodation, equipment, buildings, structures, foundations, approaches or work equipment of the quality specified in the Specific Conditions, if any;
- (c) ensure that the 'Co-ordinator' and the 'Principal Contractor' as defined by the Construction (Design & Management) Regulations 2007 ("CDM Regulations") carry out all their duties and obligations as set out in the CDM Regulations;
- (d) at all times provide and maintain suitable access to the Premises for the purposes of carrying out the Connection Works or delivering, installing, laying, repairing, replacing, renewing, altering, or maintaining the Connection Equipment and on production of written identity the Customer shall allow any WPD representative to enter the Premises provided that such visits are made during normal working hours (being between 07:00-19:00 hrs, Monday to Friday except for bank holidays); and at other times with the Customer's consent.

4.2 Each party shall take all reasonable steps to ensure the safety of the other party's employees, sub-contractors and agents while the Connection Works are in progress or while WPD is maintaining or repairing the Connection Equipment.

4.3 WPD shall not be under any obligation to commence the Connection Works or continue to provide a connection to the Customer unless it is reasonably satisfied that each part of the Customer's Installation is so constructed, installed, protected and used so far as is reasonably practicable to prevent danger, and not to cause interference with the Distribution System.

4.4 The inspection, non-inspection or non-rejection of the Customer's Installation by WPD shall not constitute any warranty or representation express or implied as to the adequacy, safety or other characteristics of the Customer's Installation.

### 5. Performance of Connection Works

5.1 WPD shall:

- (a) perform the Connection Works with reasonable skill and care and in accordance with the terms of this Agreement; and
- (b) provide such information as is reasonably required by the Customer from time to time to keep the Customer informed of the progress of the Connection Works.

5.2 WPD specifically excludes all warranties, express or implied, including but not limited to any implied term, condition, representation or warranty of satisfactory quality or fitness for a particular purpose, that the Connection Works or Connection Equipment will meet the Customer's requirements except those that cannot be excluded at law.

### 6. Connection Charges and payment

6.1 The Customer will pay to WPD the Connection Charge. The Connection Charge has been determined on the basis that WPD will provide the Non-contestable Connection Works and those Contestable Connection Works, if any, as identified in the Specific Conditions. If the Customer wishes to provide some or all the Contestable Connection Works it shall first satisfy WPD that it (or its appointed contractor) has the necessary competence and experience to carry out such Contestable Connection Works properly and safely.

6.2 If WPD is unable to complete the Connection Works within the estimated timescales set out in the Specific Conditions due to any act, default or omission by the Customer, its employees, agents or sub-contractors or the Customer's breach of the Agreement or breach of statutory duty, WPD reserves the right to increase the Connection Charge to recover any costs incurred by it as a result of such delay.

6.3 Payment of the Connection Charge shall be made in accordance with the Specific Conditions. WPD shall invoice the Customer the amount stated. The Customer shall pay WPD within 28 days of receipt by the Customer of such invoice.

6.4 If the Customer makes any late payment of the Connection Charge or any part of it WPD may, at its discretion, suspend the Connection Works or postpone their commencement.

6.5 Without prejudice to any other rights and remedies which WPD may have, if the Customer fails to pay WPD by date an invoice is due, WPD may charge interest at a rate of 5% over the base rate of the Lloyds TSB, until it receives full payment of such invoice in cleared funds from the Customer.

## Western Power Distribution (“WPD”) General Conditions For Connection Works (“The Conditions”)

- 6.6 WPD shall be under no obligation to Energise the Connection Point prior to receiving full and final payment of the Connection Charge in cleared funds from the Customer. Full payment of the Connection Charge shall be due at least 7 days prior to the Energisation date.
- 6.7 Where under this Agreement any party agrees to pay to any other party any sum or to furnish to any other party consideration which (in either case) is consideration for a taxable supply that sum or consideration shall be exclusive of Value Added Tax payable on it and the recipient of the supply shall pay an amount equal to such Value Added Tax in addition to any sum or consideration on receipt of a valid Value Added Tax invoice from the relevant party.
- 6.8 WPD shall be entitled to require security from the Customer before the commencement of the Connection Works .
- 7. Ownership, use and removal of Connection Equipment**
- 7.1 The Connection Equipment shall be installed in a position agreed by WPD.
- 7.2 The property in the Connection Equipment shall remain with WPD who may use it to connect its other customers.
- 7.3 If prior to the Connection Works being completed, WPD or the Customer cancels the Connection Works or part of them WPD may require the Customer, (at no cost to WPD), to assist WPD in removing the Connection Equipment and to pay within 7 days to WPD the amount of any expenditure reasonably incurred by WPD in the expectation of the performance of such Connection Works or part of them, or otherwise arising in consequence of such cancellation to the extent not yet invoiced.
- 8 Customer Works and Customer Installation**
- 8.1 The Customer shall carry out all Customer Works with reasonable skill and care and in accordance with all applicable laws, rules and regulations.
- 8.2 WPD shall be under no obligation to permit the Customer's Installation to be connected directly or indirectly to the Distribution System unless it is satisfied that:
- (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 Connection Works, WPD shall comply with such Regulations and provide any details reasonably required by the Customer to prove such compliance.
- 10. Liability**
- 10.1 Each party accepts unlimited liability for death or personal injury caused by its negligence.
- 10.2 WPD's aggregate liability for physical damage to the Customer's tangible property (save where provided in clause 10.3) resulting from any act, default or omission (whether negligent or otherwise) of WPD, its employees, agents or sub-contractors, or from WPD's breach of the Agreement or breach of statutory duty, shall be limited to £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 Connection Works within two (2) months from the date agreed between the parties due to any act, default or omission (whether negligent or otherwise) by the Customer, provided that such date shall not be earlier than 6 months from the date of this Agreement.
- 12.3 On Energisation this Agreement shall automatically expire save as set out in clause 13.
- 12.4 The provisions of this clause 12 are without prejudice to any other right or remedy either party may have against the other for breach or non-performance of this Agreement.

## Western Power Distribution ("WPD") General Conditions For Connection Works ("The Conditions")

### 13. Consequences of Termination

13.1 All rights and obligations of the parties shall cease to have effect immediately upon expiry or termination of this Agreement except that termination shall not affect:

- (a) the accrued rights and obligations of the parties at the date of termination or expiry; and
- (b) the provisions contained in clauses 7, 8, 13, 15, 17, 18, and 19 which shall survive the expiry or termination of this Agreement howsoever caused and shall continue in full force and effect.

13.2 If on termination of the Agreement any staged payments made by the Customer exceed the actual costs incurred by WPD in carrying out the Connection Works up to and including the date of termination, WPD shall issue a credit note in respect of such excess amount and reimburse the Customer accordingly, provided that WPD shall have the right to set off from such amount any sums due to WPD by the Customer under this Agreement.

### 14. Variation

14.1 Each party shall be entitled to propose variations to the terms of this Agreement provided no purported variation to the Agreement shall be effective unless it is in writing and signed on behalf of both parties.

14.2 The Connection Charge shall be adjusted by such an amount as is reasonable to reflect the increased or, as the case may be, decreased cost to WPD of meeting its obligations under this Agreement as a result of the variation.

14.3 If the parties are unable to agree a proposed variation, the parties shall attempt to resolve the matter in accordance with the internal dispute resolution procedure set out in clauses 15.1 and 15.2. If the senior representatives of the parties fail to resolve the matter, neither party shall have any obligation to implement the variation.

### 15. Dispute Resolution

15.1 Subject to clause 15.4 if a dispute arises out of or in connection with this Agreement, the parties shall:

- (a) within 7 days of written notice of the dispute being received by the receiving party in good faith seek to resolve the dispute through negotiations between the parties' senior representatives who have the authority to settle it;
- (b) not pursue any other remedies available to them until at least 28 days after the first written notification of the dispute.

15.2 The appointed representatives shall use all reasonable endeavours to resolve the dispute.

15.3 Nothing in this clause 15 shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary to avoid irreparable damage.

### 16. Assignment

16.1 This Agreement shall be binding on and enure for the benefit of the successors in title of the parties but, except as set out in sub-clause 16.2, shall not be assignable by either party without the prior written consent of the other. In addition, a party to this Agreement may not hold the benefit of the Agreement or any rights under it on trust for any third party or parties.

16.2 WPD may assign the benefit of this Agreement to any company within its Group. For the purposes of this Agreement, "Group" means a company's subsidiaries, its holding companies and any subsidiaries of such holding companies, "subsidiary" and "holding company" having the meanings ascribed to those terms in Sections 736 and 736A of the Companies Act 1985.

### 17. General

17.1 This Agreement and any documents referred to in this Agreement set out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

17.2 To the extent that any of the provisions in these General Conditions conflict with the provisions in the other documents which constitute this Agreement, the order of precedence shall be as follows:

- (a) the Specific Conditions;
- (b) the Characteristics and Charge Statement, or Letter of Acceptance (as appropriate) as signed by the Customer;
- (c) the Offer Letter; and
- (d) these General Conditions.

17.3 To the extent that any provision of this Agreement is found by any court or competent jurisdiction to be invalid, unlawful or unenforceable it shall not affect the enforceability of the remainder of the Agreement.

17.4 No single or partial exercise or failure or delay in exercising any right, power or remedy by either party shall constitute a waiver by that party of, impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

17.5 No express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third parties) Act 1999 by any person who is not a party to it.

### 17.6 Joint and several liability

- (a) where any liability or obligation is undertaken by two or more persons, the liability or obligation of each of them shall be joint and several;
- (b) the release or compromise in whole or in part of the liability of or grant of any time or indulgence to any one or more of joint and several obligors shall not affect the liability of the other or others.

### 18. IP rights and confidentiality

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

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

### 19. Notices

19.1 Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first class post, prepaid recorded delivery or facsimile to the address of the party as set out in this Agreement or as otherwise notified in writing from time to time.

A notice shall be deemed to have been served:

- (a) at the time of delivery if delivered personally;
- (b) 48 hours after posting; or
- (c) 2 hours after transmission if served by facsimile on a Business Day prior to 3 pm or in any other case at 10 am on the Business Day after the date of despatch.

19.2 A party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement.

### 20. Governing law and jurisdiction

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

**Confirmation of Connection Details form for**

Coity Road, BRIDGEND

**Our ref:** 1075769

**Dated :** 02 August 2010

Please mark "Not Applicable"  
where appropriate



*Serving the South West and Wales  
Gwasanaethu'r De Orllewin a Chymru*

C Wright  
Ffynnon Menter  
Phoenix Way  
Llansamlet  
SWANSEA  
SA7 9HW

Full Postal Address of the Premises where connection will take place:	
---	--

Addresses / Contact details of End user (see specific condition relating to Connection Agreements)	
Registered Office Address	
Telephone:	
Fax:	
Email:	
Address for notices to be sent if different to above	
Telephone:	
Fax:	
Email:	

<b>Solicitor</b>	
If your connection requires the granting to WPD of an easement or lease of a substation site, or a conveyance or transfer of land is involved and you are the landowner of the Premises we recommend that you appoint a solicitor to advise on the legalities of obtaining an easement or lease etc. Please give your solicitors contact details here for these purposes.	
If you wish WPD to contact your solicitor directly, please provide details below:	
Name of Firm:	
Contact Name:	
Address:	
Telephone:	
Fax:	
If you are not the landowner of the Premises please give the name the landowner.	
Name of Firm:	
Contact Name:	
Address:	
Telephone:	
Fax:	

**Motors, Welders and Other Potentially Disturbing Equipment**

Some types of equipment, such as electric motors, welders, or equipment using convertors or ac regulators, when operating, can have a disturbing effect on both the Customer's Installation and also that of WPD's other customers. Such disturbance may include flicker, voltage distortion or unbalance. If you propose to install such equipment please indicate below. If you have not already provided details of the equipment WPD may ask for more information so that an appraisal of its effect on the Distribution System can be made.

I will be installing motor equipment	YES / NO
I will be installing welding equipment	YES / NO
I will be installing equipment that may have a disturbing effect on the electrical installation (e.g. convertors, ac regulators, furnaces, kilns, uninterruptible power supplies, etc.) (Delete as appropriate)	YES / NO

**Generation**

If you are intending to install generators and have not already provided details, please complete the following section  
Please detail the number and kVA of the generators, if any, you will be installing:

Generators <b>NOT</b> capable of operating in parallel with WPD system	
Generators which <b>ARE</b> capable of operating in parallel with WPD system	
<b>AND</b> , if a export facility is required, the maximum export capacity	
Please ✓ if appropriate	NO GENERATION PROPOSED <input type="checkbox"/> INFORMATION ALREADY PROVIDED <input type="checkbox"/>

Depending on the information provided, we may have to request further details.

System studies may be required to ascertain the effects of WPD's network. These studies are carried out prior to provision of a firm offer. The cost of these studies is chargeable to the customer.

<b>Risk Assessment</b>		
<p>It is a requirement of the Compliance with the Construction (Design &amp; 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 during the construction, future use or demolition of the assets on site please identify them below. Such risks include but may not be limited to asbestos, PCB's, air pollution, contaminated land and other services.</p> <p>If you have not already provided this information, please indicate below any risks to health, safety or environment that may exist during construction, future use or demolition of the assets on site.</p>		
Potential Risk/hazard	What action is being taken to assess this potential risk? By whom and when?	Are further details attached (*Please delete as appropriate)
Asbestos		yes/no*
Air Pollution		yes/no*
PCBs		yes/no*
Oil Spillage		yes/no*
Noise		yes/no*
Working at Height		yes/no*
Confined Spaces		yes/no*
Demolition		yes/no*
Hot Work		yes/no*
Uneven Ground		yes/no*
Deep Excavation		yes/no*
Ltd. Access/Egress		yes/no*
Street Works		yes/no*
Heavy Plant		yes/no*
Vehicle Access		yes/no*
Parking/Traffic		yes/no*
Site Security		yes/no*
Earthing System		yes/no*
Other Utilities		yes/no*
Overhead Lines		yes/no*
U/G Cables		yes/no*
Rail Track		yes/no*
Space Restrictions		yes/no*
From Adjacent Sites		yes/no*
To Adjacent Site		yes/no*
Environment: Flammable/Explosive/ Corrosive/Dusty/Wet		yes/no*
Radon		yes/no*
Mining		yes/no*
Mine Workings		yes/no*
Ground Contamination		yes/no*
Other hazard(s)		yes/no*
		yes/no*
		yes/no*

Tick if information already provided:

**Contestable Connection Works - Adoption Agreement**

The Characteristics and Charges Statement shows how WPD's charges are broken into contestable and non contestable elements. You are able to seek competitive prices for the contestable elements which WPD will adopt (in accordance with the terms of the adoption agreement on completion). The Charges stated in the agreement will reflect the amount of Contestable Connection Works which you will be arranging and paying for.

Please note that the Connection Works will always include an element of Non-contestable Connection Works which have to be carried out by WPD. This may include any upgrading of the existing Distribution System and obtaining any wayleave and/or easements etc. If you decide to carry out some or all of the contestable work then an adoption agreement will be sent to you setting out the conditions upon which WPD will adopt the work. It *must* be signed prior to the Connection Works being commenced by you or WPD.

Please indicate here whether you will be arranging for any Contestable Connection Works to be carried out and if so the details of such work.

WPD's offer will reflect the amount of contestable work that you may choose to undertake

**Information Supplied**

Please list here all the documents and drawings which you are enclosing with this Confirmation of Connection Details form and may assist us in interpreting your requirements correctly.

**Supplier of Electricity**

The electricity connection cannot be Energised until the End User has appointed a licensed Supplier and that Supplier has registered against the unique Supply number. For a list of licensed Suppliers please call WPD on 01208 892288.

The customer **must** contact their nominated Supplier directly in order to register the connection.

**Meter Operator**

For connections with a maximum demand above 100kW, half hourly metering is mandatory. Your appointed Supplier may arrange for a Meter Operator to install half hourly metering but it is usual for the customer to appoint their Meter Operator directly.

A list of Meter Operators can be obtained from the Association of Meter Operators, [www.meteroperators.org.uk](http://www.meteroperators.org.uk)

WPD provides metering services to customers in the South West and South Wales regions and can provide your half hourly metering. Please indicate below who your appointed Meter Operator will be.

**My Meter Operator for this connection will be:**

**Acceptance**

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

I have completed this Confirmation of Connection Details form to the best of my knowledge.

I understand that payment of the Connection Charge will be required before the electricity connection is connected and Energised.

I will reimburse WPD for any reasonable costs that WPD has incurred in preparing this Cost Indication and subsequent Offer if I cancel this acceptance.

I understand that the new electricity connection cannot be used until an electricity supplier has been appointed and that the appointed supplier will arrange for the metering to be installed unless I have appointed a meter operator directly.

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

Print Name.....

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

For and on behalf of .....

**Please ensure ALL parts of this Confirmation of Connection details form are completed and returned.**

**WPD cannot progress your enquiry further unless all information is provided.**

**PLEASE DO NOT SEND PAYMENT WITH THIS FORM.**

**The final amount payable will be reflected in the Connection Charge provided at the time WPD's Offer is made".**

# Characteristics and Charge Statement

## Cost Indication - Customer Copy (Please retain)

Printed 02/08/2010

Enquiry: 1075769 Scheme: 376743 Ver: 1

For Electricity Connection Works by Western Power Distribution ("WPD") at :  
 PLOT FOR 120 HOMES, COITY ROAD, BRIDGEND, CF31 1LT

("the Works")

**Characteristics of Supply**

135 Connections

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

Earthing provided by WPD for customer's use	PME
External earth loop impedance	Not exceeding 0.35 Ohms
Maximum Prospective Short Circuit Current at the exit point	16 kA

**Connection Charge**

Non-Contestable		£6,386.89
Contestable work undertaken by WPD *		£126,631.14
Charge sub-total		<hr/> £133,018.03
Connection Charge excluding VAT		<hr/> £133,018.03
VAT on ***** @ 0%		£0.00
<b>Total payable before test &amp; connect</b>	<b>( £133,020 )</b>	<b>£133,018.03</b>

\* See explanatory guide for new connections to WPD's electricity distribution system

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

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

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

The Connection Charge stated is for indicative purposes only. For a fixed price Offer please complete and return the attached Confirmation of Connection Details form. Please do not send payment now.