

## THIS AGREEMENT

is made on the                      day of                      2022

## BETWEEN

- (1)            **UK Power Networks (Operations) Limited** whose registered office is Newington House, 237 Southwark Bridge Road, London, SE1 6NP registered in England and Wales under Company Number 03870728 (hereinafter called "**UK Power Networks**");

## AND

- (2)            [                      ] whose registered office is [                      ] registered in England and Wales under Company Number [                      ] hereinafter called the "**Customer**")

Individually a 'Party' and together the 'Parties'

## WHEREAS

- A            The Customer has entered into a contract with [                      ] to carry out certain works in connection with the latter's undertaking ("the **Services**").
- B            The Customer has requested that [Eastern Power Networks plc], [London Power Networks plc] and [South Eastern Power Networks plc] (the "**Relevant DNO**") carry out jointing for it in connection with the performance of the Services.
- C            Under an agreement between UK Power Networks and the Relevant DNO UK Power Networks manages and operates the electricity network of the Relevant DNO. UK Power Networks is carrying out the Works on behalf of the Relevant DNO.
- D            UK Power Networks has entered into this Agreement on behalf of the Relevant DNO in respect of that part of the Works carried out in their respective Distribution Systems.
- E            The Customer has requested that the Company makes available jointing teams for the performance of certain connection services for the Customer's metered and unmetered apparatus.
- F            The Customer and the Company wish to record the terms of the framework under which the Customer may request quotes from the Company for the provision of certain jointing services pursuant to which, if accepted by the Customer, the Company will provide certain connection services to the Customer for the Customer's metered and unmetered apparatus.
- G            Quotes issued and accepted under this Agreement are entered into under Section 16 of the Electricity Act 1989.

## 1 Definitions

- 1.1          The following words and expressions have the meanings set out below unless the context otherwise requires:

**"Adverse Ground Conditions"**            means any ground conditions (including archaeological remains apparatus belonging to a third party, unexploded ordnance and contamination) which prevent or delay the carrying out of the Works or which render them more expensive to carry out;

**"Act"**    means the Electricity Act 1989;

<b>“Agreement”</b>	means these Terms and Conditions and the Schedule and any accepted Quote issued pursuant to these Terms and Conditions together comprising a notice under Section 16 of the Act;
<b>“Change of Law”</b>	means the coming into force after the date of the Agreement of any Act of Parliament and any Legislation made under it, any judgement of a court of competent jurisdiction that changes binding precedent and any guidance, designation, direction or instruction of any competent authority with which UK Power Networks is bound to or requested to comply;
<b>“Commencement Date”</b>	means [REDACTED];
<b>“Connection Agreement”</b>	means an agreement in the form available from UK Power Networks, Income Management, Energy House, Hazlewick Business Park, Crawley, West Sussex RH10 1EX;
<b>“Consents”</b>	means any permission, consent, approval or licence (statutory or otherwise) that is required to carry out the Works or Your Works;
<b>“Costs”</b>	means all expenses and costs incurred including attributable overheads;
<b>“C/T Settlement Metering”</b>	means metering where the full electrical current flow in or out of the Premises is metered indirectly by using current transformers to induce a reference current which is then put through the Settlement Meter.
<b>“Daily Report”</b>	means the electronic report that UK Power Networks sends the Customer to the email address for the Customer’s representative specified in the Schedule on a daily basis to provide an update on the status of works in the programme including any required date changes in respect of the Works;
<b>“Distribution System”</b>	means the systems for the distribution of electricity belonging to Eastern Power Networks plc, London Power Networks plc and South Eastern Power Networks plc;
<b>“Diversionary Works”</b>	means those elements of the Works identified as such in the Schedule (if any);
<b>“Energisation”</b>	means the first occasion of the operation of any switchgear 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, <i>via</i> Your Works;
<b>“Exchange Rate”</b>	means the exchange rate between £ sterling and the currency in which UK Power Networks or its affiliate is required to pay for the goods and/or services comprised in or required for the Works and includes any charge made by a bank for effecting or receiving the transfer or changing of such currency;
<b>“Exit Point”</b>	means the point or points of connection at which a supply of electricity may flow from the Distribution System to your Installation;
<b>“Expiry Date”</b>	means [REDACTED];
<b>“Export Capacity”</b>	means the maximum flow of electricity expressed in kilovolt amperes that may flow into the Distribution System: <ul style="list-style-type: none"> <li>(a) from your Site;</li> </ul>

	<ul style="list-style-type: none"> <li>(b) from each Premises connected thereto where the Works provide for more than one Premises to be connected;</li> <li>(c) through more than one connection to the Premises where the Works provide for more than one connection to the Premises;</li> </ul>
<b>“Force Majeure”</b>	means in relation to either of us any event or circumstance which is beyond the reasonable control of the Party affected by it and which results in or causes the failure of that Party to perform its obligations under the Agreement. Lack of funds is not an event of Force Majeure;
<b>“GSOP”</b>	means the standards of performance set out in the Electricity (Connection Standards of Performance) Regulations 2015;
<b>“GS Payment”</b>	means a payment required under the GSOP as a result of failure by UK Power Networks to comply with the required standards of performance for connections.
<b>“Import Capacity”</b>	means the maximum flow of electricity expressed in kilovolt amperes that may flow from the Distribution System: <ul style="list-style-type: none"> <li>(a) into your Site;</li> <li>(b) into each Premises connected thereto where the Works provide for more than one Premises to be connected;</li> <li>(c) through more than one connection to the Premises where the Works provide for more than one connection to the Premises.</li> </ul>
<b>“Legislation”</b>	means: <ul style="list-style-type: none"> <li>(a) any Act of Parliament or subordinate legislation within the meaning of section 21 (1) Interpretation Act 1978; or</li> <li>(b) any exercise of the Royal Prerogative and any enforceable community right within the meaning of the European Communities Act 1972, in each case within the United Kingdom and includes the Licence;</li> </ul>
<b>“Licence”</b>	means the licence (as from time to time modified) issued to UK Power Networks pursuant to Section 6(1)(c) of the Act;
<b>“Minimum Information”</b>	means for each connection the: <ul style="list-style-type: none"> <li>(a) the Customer's maximum demand;</li> <li>(b) the location including the eastings and northings;</li> <li>(c) the anticipated date for connection; and</li> <li>(d) details of any disturbing load to be connected.</li> </ul>
<b>'Licence Exempt Distribution Network' or 'LEDN'</b>	means an electricity distribution system that is the subject of an exemption from the requirement for a licence to distribute electricity granted by the Secretary of State pursuant to section 5(1) of the Act.
<b>'National Terms of Connection'</b>	means the terms of connection published from time to time at <a href="http://www.connectionterms.co.uk">www.connectionterms.co.uk</a> or which may be obtained upon written application from: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF.
<b>“NRSWA”</b>	means the New Roads and Street Works Act 1991;
<b>"Plant"</b>	means machinery, apparatus, materials, articles and things of all kinds to be provided by UK Power Networks under the Agreement other than its equipment required for the purpose of the Works;

<b>“Premises”</b>	includes any land, building or structure;
<b>“Price”</b>	means the price stated in the Quote calculated by reference to Part 2 of Schedule 1 for carrying out the Works(as varied in accordance with these Terms and Conditions);
<b>“Quote”</b>	means a Quote issued by UK Power Networks to the Customer in accordance with the Work Flow Process which shall include the: <ul style="list-style-type: none"> <li>(a) Price;</li> <li>(b) location; and</li> <li>(c) anticipated date for connection;</li> </ul>
<b>"Site"</b>	means the place at which the Works are to be carried out;
<b>“Schedule”</b>	means the schedule hereto;
<b>“Settlement Meter”</b>	means an electricity meter used to measure electricity supplied by or sold to an authorised electricity supplier.
<b>“Street”</b>	means any highway, road, lane, footway, alley or passage, any square or court, and any land laid out as a way whether it is for the time being formed as a way or not. Where a street passes over a bridge or through a tunnel the term Street includes the bridge or tunnel;
<b>“TMA”</b>	means the Traffic Management Act 2004;
<b>"Variation"</b>	means any alteration of the Works including any addition, modification or omission;
<b>“Whole Current Settlement Metering”</b>	means metering where the full electrical current flow in or out of the Premises passes directly through the Settlement Meter;
<b>“Working Day”</b>	means Monday to Friday (public holidays excepted).
<b>“Work Flow Process”</b>	means the work flow process described in Part 1 of the Schedule for the programming and undertaking of the Works;
<b>"Works"</b>	means the work described in Part 1 of the Schedule as agreed between the parties in accordance with the Work Flow Process that is to be carried out by UK Power Networks on these Terms and Conditions as described in accepted Quote;
<b>"You"</b>	means the Customer, the Customer’s agent sub-contractors and their officers, employees, servants and agents and any reference to “you” and “your” shall be construed accordingly;
<b>"Your Installation"</b>	means all electrical equipment and apparatus not being part of the Distribution System used or to be used by you and connected to or to be connected to the Distribution System;
<b>“Your Site”</b>	means that part of the Site within your occupation or control;
<b>"Your Works"</b>	means all works mentioned in Part 3 of the Schedule that you are required to carry out on these Terms and Conditions.

- 1.2 Unless expressly provided to the contrary any consent required of a Party under these Terms and Conditions shall not be withheld or delayed unreasonably.
- 1.3 The headings in the Terms and Conditions do not form part of them and shall not be taken into consideration in the interpretation or construction of this Agreement.
- 1.4 The word "including" is to be construed without limitation.
- 1.5 Any reference in this Agreement to the masculine includes the feminine and any reference to the singular includes the plural and vice-versa in each case.
- 1.6 Any reference to a statute shall be construed as a reference to any statutory instrument, regulation, order or code of practice made under it and as any of the foregoing may be amended or re-enacted from time to time.

## 2 COMMENCEMENT, DURATION AND NATURE OF CONTRACT

- 2.1 This Agreement takes effect from the Commencement Date.
- 2.2 Subject to earlier termination in accordance with the Agreement, this Agreement shall continue in full force until the Expiry Date.
- 2.3 The Customer agrees that the Customer's standard terms of business will not apply to the Works provided under this Agreement. This is a framework agreement pursuant to which the Customer may request quotes from UK Power Networks for the provision of Works described in the Schedule in accordance with the Agreement.
- 2.4 If the Customer requires UK Power Networks to carry out Works under the Agreement it must submit an enquiry containing the Minimum Information to UK Power Networks in accordance with the Work Flow Process. Both Parties will follow the Work Flow Process to enable UK Power Networks to issue and the Customer to accept a Quote and for UK Power Networks to carry out Works under a Quote. UK Power Networks shall not commence Works under this Agreement without being in possession of an acceptance of a Quote for the relevant Works.
- 2.5 Each party shall use the relevant Quote reference number in all subsequent correspondence relating to the Services, including invoices.

## 3 YOUR OBLIGATIONS

### 3.1 Your Site

3.1.1 **If Your Site is notifiable under The Construction (Design and Management) Regulations 2015 you must notify UK Power Networks upon entry into this Agreement the name, postal address, telephone number and email address of the CDM Co-ordinator and the Principal Contractor.**

3.1.2 You must at your expense give UK Power Networks:

- (i) unobstructed pedestrian and vehicular access (including the provision of any load bearing surfaces) to and within Your Site; and
- (ii) site facilities on Your Site,

as UK Power Networks may reasonably require to enable it to properly carry out its obligations under Clause 4 (UK Power Networks' Obligations).

- 3.1.3 You are responsible at your own expense for the security of all Plant and UK Power Networks' equipment (and that of its sub-contractors) on Your Site.
- 3.1.4 At UK Power Networks' request you must operate free of charge for the purposes of the Works any suitable lifting equipment belonging to you or under your control that may be on Your Site. You must retain control of and be responsible for the safe working of the lifting equipment.

### **3.2 Consents/Land Rights**

- 3.2.1 You must obtain at your expense any Consents for Your Works free from conditions affecting UK Power Networks' execution of the Works (and give all necessary statutory notices) and which in each case allow:

- (i) the Works to be carried out in a continuous and logical progression; and
- (ii) the Premises to be used for the purpose for which connection to UK Power Networks' Distribution System is required.

- 3.2.2 Where the Works or Your Works involve undertaking works in a Street, you are responsible for serving any notices pursuant to the TMA or NRSWA, obtaining road permits and paying any lane rental charges required for the Works.

### **3.3 Your Works**

- 3.3.1 At your own cost in accordance with the Agreement You must carry out and complete Your Works and such other works on Your Site that are reasonably necessary to enable UK Power Networks to carry out its Works before UK Power Networks begins its Works in accordance with the timetable for the Works agreed with UK Power Networks and they must be of the quality specified by UK Power Networks, comply with relevant Legislation and be carried out in such a manner as will enable UK Power Networks to carry out its Works in a continuous, efficient and logical progression. If Your Works, your asset that is the subject of a Quote or Your Site are not in accordance with the Agreement, are not ready or of the required quality in accordance with the timetable agreed with UK Power Networks and you have not provided 10 Working Days' written notice of the same to your nominated UK Power Networks' representative prior to the planned connection date UK Power Networks may apply an abortive charge which shall not exceed the relevant contract rate referenced in Part 2 of the Schedule.

- 3.3.2 UK Power Networks may inspect Your Works and where Your Works are not in conformity with your obligations under this Agreement you must rectify all shortcomings at your own expense. Each subsequent inspection required by UK Power Networks must be paid for by you and shall be carried out after UK Power Networks' receipt in cleared funds of the re-inspection fee specified in the Schedule.

- 3.3.3 You must ensure that Your Works, and any Premises owned, occupied, controlled or to be constructed by you are designed and so constructed that the operation of the Distribution System shall not cause any nuisance, inconvenience, annoyance or disturbance to any person using or occupying such Premises or those adjoining it.

- 3.3.4 You will comply with the Work Flow Process.

You shall ensure that all products and materials provided and/or installed by You conform with UK Power Networks' policies as set out at <http://library.ukpowernetworks.co.uk/library/en/g81/Materials/> or, where no policy exists, with relevant British or European Union Standards or Codes of Practice or which at the time of use are widely known to contractors within the European Union not to be deleterious to health and safety or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are used. You shall ensure that all ducts and cables are installed in accordance with UK Power Networks' Engineering Document

ECS 02-0019 Installation of Underground Cables – LV to 132kV (that can be found at <http://library.ukpowernetworks.co.uk/library/en/q81/Materials/>)

### **3.4 Provision of Information and Assistance**

- 3.4.1 You must give to UK Power Networks free of charge and within a reasonable time to prevent delay and/or disruption to the Works, all necessary and relevant data and information in your possession or under your control relating to the Works, Your Installation and Your Works.
- 3.4.2 You are responsible for errors, omissions or discrepancies in drawings and written information supplied by you and shall pay UK Power Networks the Costs it incurs as a consequence of such errors, omissions or discrepancies.
- 3.4.3 You must give at your expense give such assistance in connection with the Works as reasonably requested by UK Power Networks.

### **3.5 Contamination**

- 3.5.1 It is your responsibility to identify whether Your Site is contaminated and to remove any contamination at your expense before UK Power Networks begins the Works.
- 3.5.2 UK Power Networks may suspend the Works while contamination wherever discovered is removed and recover from you the additional Costs it incurs as a result of such suspension and (if it shall remove the same), removal.
- 3.5.3 If contamination migrates to or from the Site during or after the Works you shall indemnify UK Power Networks against all Costs claims demands and liabilities it incurs as a result of such migration other than those arising from its negligence.

### **3.6 Connection Agreement**

- 3.6.1 In the absence of a Connection Agreement between you and UK Power Networks relating to the Premises at which the Works are to be carried out, you shall be bound by section 1 of the National Terms of Connection. You shall be bound also by section 2 of the National Terms of Connection if the Premises for which the connection is to be provided by the Works will be measured by Whole Current Settlement Metering and by section 3 of the National Terms of Connection if the Premises for which the connection is to be provided by the Works will be measured by CF/T Settlement Metering and by section 4 of the National Terms of Connection if the Premises for which the connection is to be provided by the Works is not and LEDN but will be measured on an un-metered settlement basis.
- 3.6.2 **Neither you nor anyone occupying the Premises for which connection to the Distribution System has been made will have any express or implied entitlement to any Capacity on the Distribution System on and following the 12 month anniversary of completion of the Works beyond that then taken up and used by you and/or such person.**

### **3.7 Breach of Your Obligations**

- 3.8 If you are in breach of any of your obligations under this Agreement the Costs reasonably incurred by UK Power Networks as a result of such breach shall be added to the Price and UK Power Networks shall be entitled to such extension of time for the performance of its obligations as it shall reasonably require but in all cases equal at least to the period of delay.

## **4 UK POWER NETWORKS' OBLIGATIONS**

### **4.1 The Works**

4.1.1 UK Power Networks shall, subject to the provisions of this Agreement, design, supply and execute the Works with reasonable skill and care but such duty does not extend to determining the existence of Adverse Ground Conditions.

4.1.2 UK Power Networks shall comply with the Work Flow Process.

### **4.2 Conditions**

#### **4.2.1 UK Power Networks shall not be obliged to begin or continue the Works until:**

- (i) it has received payment of the Price (or the next instalment thereof) and any Costs then due under this Agreement in cleared funds; and
- (ii) you have obtained the Consents as required in Clause 3.2.1 and have provided copies of them to UK Power Networks; and
- (iii) you have provided access to the Site in accordance with Clause 3.1.2 and all the information required pursuant to Clauses 3.1.1 and 3.4.1; and
- (iv) you have carried out Your Works in conformity with this Agreement; and
- (v) you have given (following satisfaction of the conditions above in this Clause 4.2.1) notice required by the Traffic Management Act 2004 and NRSWA and any period required to have elapsed before that part of the Works is commenced, has elapsed; and
- (vi) any required reinforcement of the Distribution System and National Grid Electricity Transmission plc's transmission system has been completed.

### **4.3 Consents**

4.3.1 If the Consents that UK Power Networks requires pursuant to Clause 3.2 cannot be obtained in accordance with its terms, they lapse, are terminated or are revoked, it may in its absolute discretion, exercise its powers under the Act and in such case:

- (i) UK Power Networks may exercise its powers under the Act without first having notified you of its intention to do so and without having regard to any comments that you may make;
- (ii) as a condition precedent to it continuing to use such powers you must pay to UK Power Networks its estimate of the Costs of preparing for and exercising those powers, the costs of proceedings before the Lands Tribunal, and of the compensation that it considers may be awarded by the Lands Tribunal; and
- (iii) if UK Power Networks' estimates pursuant to (ii) above are too low you must pay the shortfall before it proceeds further. If its estimates are too high UK Power Networks will re-pay the excess to you within 21 days of the conclusion of all proceedings

4.3.2 **If the conditions in Clause 4.2.1 have not been satisfied (and remain satisfied) within 3 months of the date of this Agreement, UK Power Networks' may terminate this Agreement. You may make another request to UK Power Networks to make a connection to its Distribution System.**

## **5 VARIATIONS**

5.1 Either Party may at any time propose Variations by notice in writing to the other Party. Subject to Clause 5.6, no Variation shall be effective unless agreed by both Parties in writing.



**5.2** As soon as possible after having received a request for, or proposed, a Variation (other than in relation to any required by UK Power Networks under Clause 5.6 to which the provisions of Clauses 5.1 – 5.4 shall not apply) UK Power Networks will notify you:

- (i) if, in its reasonable opinion, the Variation will involve an addition to or deduction from the cost of the Works; and
- (ii) what it then considers to be the effect upon their completion date.

**5.3** The Cost incurred by UK Power Networks in preparing a Variation requested by you shall be added to the Price whether or not you instruct UK Power Networks to proceed with the Variation.

**5.4** Within seven (7) days of UK Power Networks' notification under Clause 5.2 you must confirm in writing whether UK Power Networks is to proceed with the Variation. The Price shall be adjusted accordingly and any increase in the Price shall be paid with your instruction. Any reduction in the Price shall be re-paid to you within twenty one (21) days of the completion of the Works. Where Plant or any work or service has been supplied or is being supplied or an order has been placed for it to be supplied the Costs of their variation shall be paid by you. Once instruction is given UK Power Networks' obligations shall be deemed to have been modified to such an extent as would enable UK Power Networks to fulfil its obligations without any prejudicial effect upon them.

**5.5** No Variation shall constitute or be construed as a waiver of any of the Terms and Conditions or obligations of either of us.

**5.6** If before or during the carrying out of the Works, any part of the Works or their means of execution is affected by:

5.6.1 Force Majeure and/or

5.6.2 the existence of Adverse Ground Conditions; and/or

5.6.3 a Change of Law; and/or

5.6.4 the absence of any Consents for the Works or by the terms upon which they are granted or an inability to gain access to any premises; and/or

5.6.5 UK Power Networks' existing ducts being unable to be utilised; and/or

5.6.6 the effects of an event for which emergency regulations have been made under the Civil Contingencies Act 2004; and/or

5.6.7 the act of default of anyone other than UK Power Networks' officers, employees or its agent;

5.6.8 a network system emergency that causes UK Power Networks (or its affiliates) to redirect its resources;

5.6.9 planned or unplanned leave or planned training; or

5.6.10 vehicle breakdown

UK Power Networks shall be entitled to require a Variation to take account of such and any increase or decrease in the cost to UK Power Networks consequent upon such circumstance or event shall be added to or deducted from the Price (save in relation to the circumstances or events detailed in Clauses 5.6.8, 5.6.9 and 5.6.10 above, under which UK Power Networks shall bear its own costs) and the date for completion of the Works shall be extended by such time as UK Power Networks considers reasonable but in all cases equal at least to the period of delay.

## 6 HOURS OF WORK

- 6.1 You may request that the Works be carried out at times other than the normal working hours (08.00-16.00 Monday to Friday, public holidays excepted). UK Power Networks shall carry out the Works outside such hours if in the circumstances it shall be practicable to do so and its estimate of the Costs of doing so shall be added to the Price and be paid by you in advance of it undertaking such work. If UK Power Networks' estimate is too low it will require that you pay the shortfall of any re-estimate made by it before it proceeds further. If its estimate is too high it will repay the excess to you within 21 days of its completion of the Works.

## 7 PAYMENT

### 7.1 Terms of Payment

- 7.1.1 You shall pay the Price as set out in the Quote.
- 7.1.2 If UK Power Networks becomes entitled to claim Costs, make a claim under an indemnity under these Terms and Conditions or claim for any other sum under this Agreement, it will submit an invoice to you and you must, to the extent that such Costs, indemnity or sum are not disputed by you, pay it within fifteen (15) days of its date or before Energisation, whichever is the sooner.
- 7.1.3 For the purposes of the Housing Grants Construction and Regeneration Act 1996 (and this Clause 7) a payment becomes due fifteen days after receipt of an invoice by you ("**payment due date**") and the final date for payment shall be fifteen (15) days after the payment due date ("**final date for payment**").
- 7.1.4 You shall give notice to UK Power Networks not later than five (5) days after the payment due date (determined in accordance with Clause 7.1.3 above) specifying the amount (if any) of the payment made or proposed to be made, and the basis on which the amount was calculated.
- 7.1.5 Unless You have served notice under Clause 7.1.6 you shall pay to UK Power Networks the sum referred to in Your notice under Clause 7.1.4, or if you have not served a notice under Clause 7.1.4 the sum referred to in the invoice referred to in Clause 7.1.3) (the '**notified sum**') on or before the final date for payment.
- 7.1.6 You may give written notice to UK Power Networks not later than one (1) Business Day prior to the final date for payment (determined in accordance with Clause 7.1.3) that you intend to pay less than the notified sum (a '**pay less notice**'). Any pay less notice shall specify the sum that you consider to be due on the date the notice is served and the basis on which that sum is calculated.
- 7.1.7 If payment of any sum payable under these Terms and Conditions is delayed the Party entitled to payment is entitled to receive interest on the amount unpaid during the period of delay. The interest shall be at the rate of 4% per annum above the base rate of HSBC Bank plc and shall accrue from day-to-day compounded quarterly. Each Party is entitled to interest without formal notice and without prejudice to any other right or remedy.
- 7.1.8 If you fail to make any payment to which UK Power Networks is entitled, as provided in this clause or otherwise, UK Power Networks shall be entitled:
- (i) to stop the Works until the failure has been remedied, by giving seven (7) days notice to you in which event the Costs of any demobilisation and of the resumption of the Works, shall be paid before resumption of the Works; and/or
  - (ii) to terminate this Agreement in accordance with Clause 13.1.1 whether or not UK Power Networks has previously stopped the Works under this Clause 7.1.8.
- 7.1.9 All amounts becoming due under this Agreement shall be exclusive of Value Added Tax which, subject to express provision to the contrary, shall be payable in addition thereto and at the rate prevailing at the date upon which payment is due.

## 7.2 Variations to the Price

7.2.1 UK Power Networks may vary the Price if at the later of

- (i) the date of this Agreement; and
- (ii) the date upon which it places its order with its suppliers of materials to be comprised in the Works,

the price of those materials or plant shall have increased from those included in the Price, the Price may be varied by an amount equal to the increase or decrease (if any) in the suppliers' prices for such materials or plant to be comprised in the Works and that are required to be paid by UK Power Networks by reason of the price of the relevant material or plant being less or more than the relevant price therefore in the Price.

7.2.2 UK Power Networks may vary the Price to reflect any change in the Exchange Rate between the date of this Agreement and the Exchange Rate prevailing at the date upon which its bank transfers the currency to the payee for the goods and/or services comprised in or required for the Works.

7.2.3 UK Power Networks may vary the Price in accordance with any variation to UK Power Networks' schedule of prices published from time to time provided that the same is notified to you in writing.

7.2.4 UK Power Networks may vary the Price in accordance with Clause 5.6.

## 7.3 Additional Costs

7.3.1 If alterations to the Design are required reasonably by UK Power Networks otherwise than due to its want of reasonable skill and care the Cost of making those changes and any changes to the Works shall be borne by the Customer.

7.3.2 The Costs of obtaining all Consents and the Land Rights required by UK Power Networks lawfully to carry out and retain the Works shall be paid by you in accordance with Clause 7.1.2 but in any event before Energisation.

7.3.3 If UK Power Networks installs electric lines and/or electrical plant for itself and/or others in the Site at the same time as it carries out the Works, the Price of such part of the Works shall be apportioned as provided in its Connection Charging Methodology from time to time issued pursuant to the Licence.

7.3.4 If the Works include or comprise Diversionary Works that element of the Price referable to the Diversionary Works is **an estimate only**. You will bear **all** Costs suffered or reasonably incurred by UK Power Networks in performing its obligations in this Agreement in relation to the Diversionary Works.

7.3.5 If you are an Highway Authority, a Bridge Authority or a Transport Authority (as defined by respectively Sections 86(1), 88(1) and 91(1) of NRSWA) carrying out major highway works, major bridge works or major transport works (as defined respectively by sections 86(3), 88(2) and 91(2) of NRSWA) which affects or may affect UK Power Networks' Apparatus (as defined by Section 105(1) of NRSWA) that is in a Street, the reference to Costs in Clause 7.3.4 is a reference to the allowable costs of the measures needing to be taken in relation to that apparatus and which shall be borne by you and UK Power Networks in the proportions prescribed by The Street Works (Sharing of Costs of Works) (England) Regulations 2000.

7.3.6 If you fail to give ten (10) working days notice of any cancellation or delay to any Works, that have been programmed with UK Power Networks in accordance with the Work Flow Process,

you shall pay the costs incurred by UK Power Networks as a result of such cancellation or delay.

## **8 PROPERTY IN THE WORKS**

**8.1** The Works shall form part of the Distribution System and shall be owned, operated and maintained by UK Power Networks.

## **9 COPYRIGHT OF DOCUMENTS**

**9.1** UK Power Networks owns the copyright in all documents and data created or provided by it for use in connection with the Works and shall licence the use of such documents and data to you solely for the purpose of you performing your obligations under Clause 3 (Customer's Obligations). Except with UK Power Networks' prior written consent you shall not make copies or permit copies of them to be made nor may you use or permit those documents or that data in connection with any project and/or works other than the Works.

## **10 FORCE MAJEURE**

**10.1** UK Power Networks may suspend the progress of the Works at any time owing to Force Majeure.

**10.2** If suspension as a result of Force Majeure has continued for more than ninety (90) days you or UK Power Networks may terminate this Agreement, in which event Clause 13.4 and 13.5 shall apply.

**10.3** If following suspension under Clause 10.1 UK Power Networks proceeds with the Works, you must pay to UK Power Networks, before UK Power Networks resumes the Works, the Costs incurred by UK Power Networks in examining and making good any damage caused to the Works.

## **11 LIABILITY**

**11.1** Save in respect of any fraudulent misrepresentation it has made or having caused the death of or personal injury to any person by its negligence (as to which in each case no limitation or exclusion of liability shall apply):

11.1.1 UK Power Networks will be liable to you (and any third party) only for its negligent act or omission and only in a sum or sums that in the aggregate does not exceed the Price excluding Value Added Tax and after deducting there from any discount allowed by UK Power Networks pursuant to the regulations referred to in Clause 7.3.5 and deducting the GS Payment paid or payable;

11.1.2 Neither Party shall be liable to the other for any special, indirect or consequential damage or loss including indirect economic loss, loss of profit, loss of opportunity, indirect loss of savings, loss of goodwill, loss of use, or any like losses;

11.1.3 UK Power Networks shall not be liable to you for any costs, losses, damages, expenses or claims whatsoever incurred or suffered from the Works not being provided in accordance with the agreed programme or by the proposed completion date save for any payment that UK Power Networks may be required to pay to you (if any) for such delay under GSOP.

**11.2** If the only works to be carried out by UK Power Networks are Diversionary Works and they are un-related to the making or modification of any connection to the Distribution System Clause 11.1.1 shall not apply and subject to Clause 11.3, UK Power Networks will not be liable to you (or any third party) for breach of these Terms and Conditions or any tortious (including negligent act or omission) or otherwise in a sum or sums that in the aggregate exceeds the Price excluding Value Added Tax.

- 11.3** Each of us shall be liable to the other for and shall indemnify the other against all claims in respect of personal injury or death arising from our respective negligence and that of our sub Contractors and their and our officers, employees, servants and agents.
- 11.4** If UK Power Networks shall receive any claim in respect of damage to the Premises of a third party arising out of the execution of the Works, it shall report the claim to you who shall then negotiate the settlement of and pay all sums due in respect of such claim. You must indemnify UK Power Networks in respect of the claim and in respect of all proceedings, damages, Costs, charges and expenses relating to such claim but your obligation to indemnify UK Power Networks does not apply to damage caused by UK Power Networks' negligence.
- 11.5** Each of us shall be under a duty to take all necessary measures to mitigate the loss which has occurred provided that we can do so without unreasonable inconvenience or cost.
- 11.6 Set off**
- 11.6.1** UK Power Networks shall be entitled but not obliged at any time or times without notice to you to set off any liability of you to UK Power Networks against its liability to you (in either case howsoever arising and whether any such liability is present or future liquidation or un-liquidated). Any exercise by UK Power Networks of its rights under this Clause shall be without prejudice to any other rights or remedies available to UK Power Networks under this Agreement or otherwise.

## **12 ASSIGNMENT**

- 12.1** You may not assign or transfer the benefit of this Agreement to anyone. UK Power Networks may do so without your consent.

## **13 TERMINATION**

- 13.1** Either of us (the "**Aggrieved Party**") may (without prejudice to any other right or remedy) by written notice to the other (the "**Defaulting Party**") terminate this Agreement with immediate effect if:
- 13.1.1** the Defaulting Party commits a breach of any of its obligations hereunder and fails to rectify the same (and notify the Aggrieved Party of such rectification) within fifteen (15) days of being notified thereof by the Aggrieved Party; or
- 13.1.2** the Defaulting Party: becomes bankrupt; makes any composition or arrangement with its creditors; has a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986; has an application made under the Insolvency Act 1986 in respect of itself to the Court for the appointment of an administrator; has a winding up order made or a resolution for a voluntary winding up passed; a receiver or manager of its business or undertaking is duly appointed; has an administrative receiver as defined in the Insolvency Act 1986 appointed; or possession is taken by or on behalf of any creditor of any property the subject of a Price.
- 13.2** UK Power Networks may terminate this Agreement by providing one month's written notice to you:
- 13.2.1** Where you and UK Power Networks have agreed a programme for Your Works and UK Power Networks' Works, and you fail for 3 consecutive weeks to deliver 80% of Your Works in accordance with such agreed plan; or
- 13.2.2** Where there are, in the opinion of UK Power Networks, more than 3 serious incidents in relation to Your Works within one calendar month. Examples of a serious incident include (without limitation) damage to UK Power Networks' asset's, failure to provide a

safe working zone for UK Power Networks' Works (for example poor signing and/or guarding) and any non-compliance with NRSWA.

- 13.3** Either Party may terminate this Agreement on 3 months written notice to the other Party.
- 13.4** If this Agreement is terminated for any reason UK Power Networks shall be entitled to carry on and complete so much of the Works as it considers necessary to render the same stable and safe or to comply with any condition attaching to any Consent and/or Land Right and to ensure that its Distribution System can operate not less effectively than before the commencement of the Works. The Cost properly incurred by UK Power Networks in relation thereto shall be borne by you except where this Agreement is terminated due to a breach by UK Power Networks.
- 13.5** Without prejudice to any antecedent breach of this Agreement by UK Power Networks, upon termination of this Agreement by either of us, you shall pay to UK Power Networks all undisputed sums then due and payable or accrued under this Agreement to the extent necessary to indemnify UK Power Networks against the Costs it has reasonably incurred in accordance with this Agreement, in carrying out the Works, including the Costs of materials or goods reasonably ordered for the Works prior to the date of termination.
- 13.6** If UK Power Networks terminates this Agreement in accordance with Clause 13.1 or 13.2, or if You terminate in accordance with Clause 13.3, in addition to the payments provided above, you shall pay to UK Power Networks, UK Power Networks' Costs of vacating the Site.
- 13.7** Clauses 3.5.3, 3.6 and 9 and the indemnity in Clauses 3.5, 11 and 13.3 shall survive termination of this Agreement.

#### **14 NOTICES AND COMMUNICATION**

- 14.1** Subject to Clauses 14.3 and 14.4 below, any notice or consent given under this Agreement shall have been properly given only if in legible writing and sent by first class prepaid letter post, by hand, or by facsimile transmission to the address of the representative of the party to be served specified in the Schedule or in either case to such other address as has been given to that other in accordance with this Clause 14.
- 14.2** Any notice given by post shall be deemed to have been given two working days after it was sent and a notice delivered by hand or by facsimile transmission shall be deemed to be served upon actual delivery or transmission.
- 14.3** You confirm by signing this Agreement that a Daily Report is your preferred contact method for the purposes of notification of any required date changes in respect of the Works, and any date changes will be deemed to be agreed unless you notify UK Power Networks of your rejection of a date change within 24hrs of the relevant Daily Report being issued.
- 14.4** For the purposes of this Clause 14, all communication from You to UK Power Networks shall be through Your representative specified in the Schedule and UK Power Networks shall not be obliged to take instructions from any other person..

#### **15 LAW**

- 15.1** This Agreement and any non-contractual disputes shall be governed by and construed in accordance with the law of England and the Parties hereby submit to the exclusive jurisdiction of the English courts.

#### **16 ENTIRE AGREEMENT**

- 16.1** This Agreement constitutes the entire agreement between the Parties and replaces all previous correspondence and any previous understanding between us. Neither of us has entered this Agreement in reliance on any statement that is not set out fully in this Agreement. Nothing in this clause shall exclude liability for fraud.

## **17 NON-WAIVER**

- 17.1** None of the provisions of this Agreement shall be considered waived by either of us except when such waiver is expressly given in writing.
- 17.2** No delay by or omission by either of us in exercising any right power privilege or remedy under this Agreement shall impair such right power privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right power privilege or remedy shall not preclude any other future exercise thereof or the exercise of any other right power privilege or remedy.

## **18 REFERENCE TO OFGEM**

If you have followed UK Power Networks' complaints procedure (available at [ukpowernetworks.co.uk](http://ukpowernetworks.co.uk) by visiting [www.ukpowernetworks.co.uk/products-services/networks/customer-services/contact-us.shtml#](http://www.ukpowernetworks.co.uk/products-services/networks/customer-services/contact-us.shtml#) and clicking on the complaints tab) and you are unable to resolve a dispute about UK Power Networks' duty to connect and the conditions under which that duty is discharged (sections 16-21 of the Act) you have the right to contact the Energy Ombudsman which is the independent ombudsman for gas and electricity consumers. The Energy Ombudsman's contact details are provided below.

Telephone: 0845 055 0760  
Fax: 0845 055 0765  
Email: [enquiries@energy-ombudsman.org.uk](mailto:enquiries@energy-ombudsman.org.uk)  
Website: [www.energy-ombudsman.org.uk](http://www.energy-ombudsman.org.uk)

Energy Ombudsman  
PO Box 966  
Warrington WA4 9DF

In addition, you can refer the dispute to the Gas and Electricity Markets Authority (known as Ofgem) within twelve months of the date on which your connection was made to our Distribution System. Ofgem will require that you give UK Power Networks and the Energy Ombudsman an adequate opportunity to resolve any complaint or dispute before any action is taken by them. Ofgem's decision will be enforceable as if it were a judgement of the Court and will include such provisions as it considers appropriate which may include who pays its costs in determining the dispute. Ofgem may give directions to us as to the terms on which we are to make or maintain a connection pending determination of the dispute. Ofgem can be contacted at 9 Millbank, LONDON SW1P 3GE, or via their website [www.ofgem.gov.uk](http://www.ofgem.gov.uk)

The parties have signed this Agreement on the date set out above.

**Signed on behalf of  
UK Power Networks (Operations) Limited**

By:

Authorised  
Signatory.....

Signed on behalf of  
[redacted]

By:

Authorised Signatory.....  
Director

Director/Company Secretary



## SCHEDULE

### **PART 1 - UK Power Networks' Works**

The Works are the provision of a connection to the company's underground distribution system in accordance with UK Power Network's Engineering Policy, with a maximum capacity and fuse rating of 25 / 100 amps [delete as appropriate].

The Works comprise:

**The connection of a 25A / 100A single / three phase service to** . [delete as appropriate]

## **PART 2 - Rates**

For unmetered connections, the rates are as set out in UK Power Networks' published schedule of rates, found at: <https://www.ukpowernetworks.co.uk/electricity/street-furniture-on-the-public-highway>

For metered connections, the rates are as set out in the Quote.

## **PART 3 - YOUR WORKS (Works which you have to undertake)**

### **Safety**

You must identify whether the site is Notifiable under the CDM Regulations. UK Power Networks requires notification in writing upon acceptance of the Quote as to who is the appointed CDM Coordinator and your Principal Contractor for the works to be carried out in at Your Site. UK Power Networks expects the Principal Contractor to hold a site safety induction meeting for all contractors prior to any works starting on Site. The objective of the meeting is to contribute directly to the Site Health and Safety Plan.

UK Power Networks will not commence our on site works until the above information is provided to us.

### **Excavation and Reinstatement of trenches**

You must excavate and reinstate all trenches.

You must excavate as per the minimum joint bay requirements set out **in the attached** document entitled “**NOC 02 012 Highway Services & Disconnections Jointer-Only and Rent-A-Jointer Minimum Joint Bay and Excavation Guidance Procedure**” appended at Appendix 1 to this Agreement.

You must excavate and reinstate as set out in section 2.3.5 of this document and **in the** document entitled “**ECS 02 0019 Installation of Underground Cables – LV to 132kV**” which details the minimum requirements acceptable for the installation of new low voltage cables, including; cable depths; installation of cable protection covers; minimum internal duct diameter and bending radius; support and blinding of cables; reinstatement of trenches. This document can be found within our G81 design standards library here <http://library.ukpowernetworks.co.uk/library/en/g81/>

### **Installation of Cable Ducts and Cable Protection Tape**

You must supply and install all cable ducts and cable protection tape at no cost to UK Power Networks. These must be installed as set out in the attached document entitled “**NOC 02 012a Guidance for the Installation of Cable Ducts and Cable Protection Tape by Customers for Rent-A-Jointer and Jointer Only activity**” appended at Appendix 1 to this Agreement.

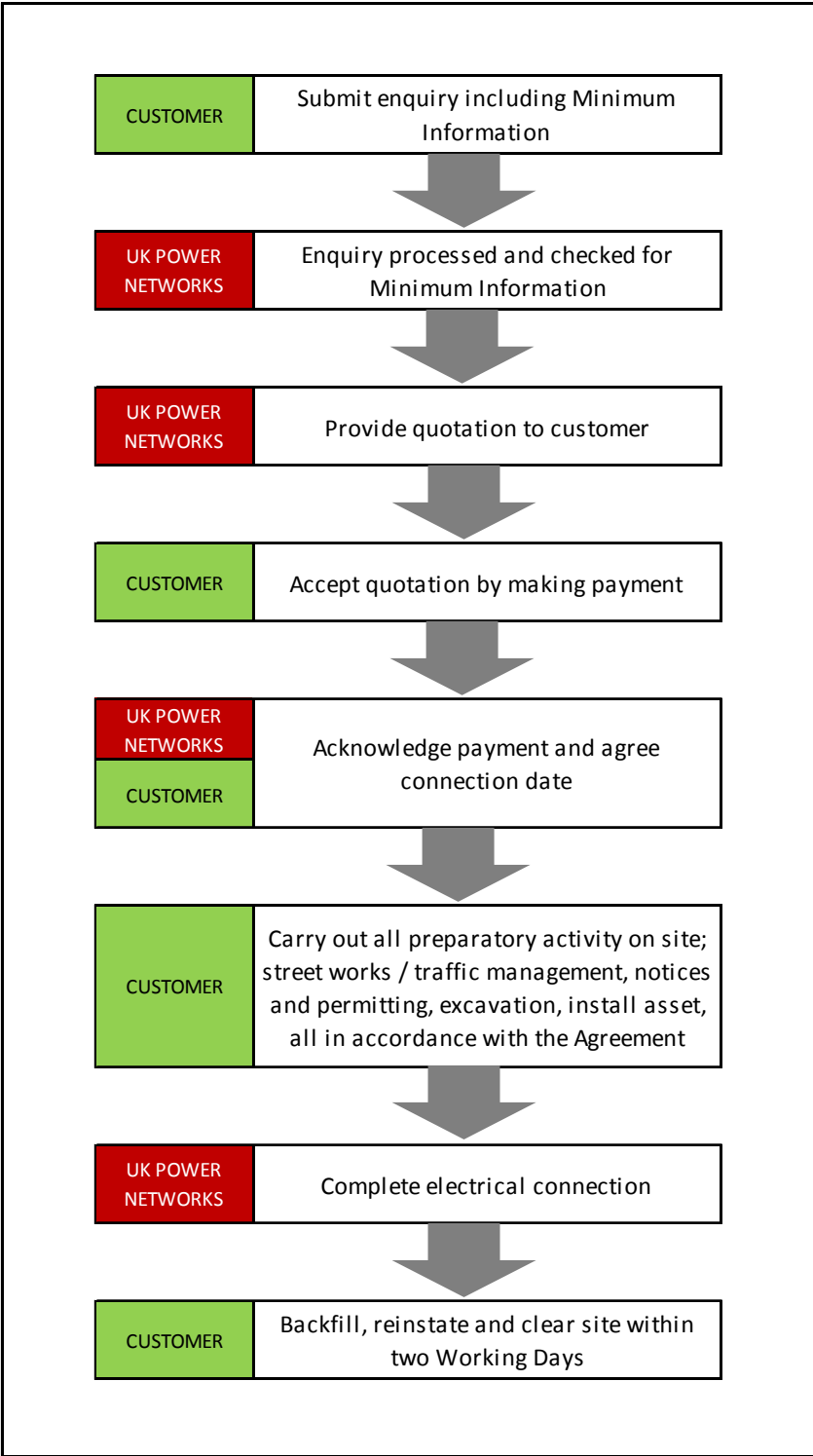
### **Streetworks Noticing**

You will undertake at your own cost all relevant NRSWA and TMA (Traffic Management Act) Noticing and Road Permits for Your Works and UK Power Networks' Works and provide all appropriate signing and guarding. UK Power Networks will not accept any costs whatsoever arising from this need.

### **Work Programming & Communication**

You must provide UK Power Networks with a daily report (“**beenabouts**”) by 4pm each day to advise UK Power Networks of the status of each site and completed excavations, and show which sites are ready for the jointer to attend the following Working Day.

**PART 4 – WORK FLOW PROCESS**



## **PART 5 - Supplementary Information**

### **Safety**

**In the interests of safety to personnel, equipment and UK Power Networks' electric lines, it is imperative that the position of underground electric lines is obtained by the use of electronic cable locators and this position confirmed by careful trial-holing, using hand held tools. UK Power Networks will not undertake this work for you.**

**It is recommended that you also obtain and observe the contents of H.S.E. booklet HS(GS)47 which deals with safe digging practises.**

**Any overhead equipment in the vicinity of Your Works should be considered live at all times. All work in the locality should be carried out in accordance with Document GS6, issued by the Health and Safety Executive, and the Electricity at Work Regulations 1989 must be observed. Work must not be commenced on site until UK Power Networks have attended and agreed the necessary precautions.**

**Please note that UK Power Networks plant, if damaged or interfered with, represents a serious hazard to life. You must ensure that any of your staff, agents or contractors who may work or survey in the vicinity are informed of and made fully aware of the possible dangers.**

**The responsibility for site safety of your employees, your contractors and for other site visitors rests with your site manager. All works must be carried out in accordance with the Health & Safety at Work Act 1974 and its relevant Regulations, including the Electricity at Work Regulations 1989.**

### **Supply Disturbances**

Distortion of the system voltage waveform caused by certain types of equipment, may result in annoyance to users of the Distribution System or damage to apparatus connected to it. UK Power Networks may suspend the supply in such an event.

In order to limit these affects your proposed load should comply with the following:

Engineering Recommendation P28 is the national industry standard which applies for voltage fluctuations on the Distribution System. This is generally caused by your equipment such as motors and welders.

Engineering Recommendation G5/4 is the national industry standard which applies for waveform distortion and harmonics on the distribution network. This is generally caused by your equipment such as variable speed drives and thyristor controlled devices.

**Appendix 1**

**NOC 02 012**

**Highway Services and Disconnections Jointer-Only and Rent-A-Jointer Minimum  
Joint Bay and Excavation Guidance Procedure**

**[please insert]**

**NOC 02 012a**

**Guidance for the Installation of Cable Ducts and Cable Protection Tape by  
Customers for Rent-A-Jointer and Jointer Only Activity**

**[please insert]**