

**DRAFT – SUBJECT TO CONTRACT**

**FRAMEWORK AGREEMENT RELATING TO DESIGN OF ELECTRICITY  
CONNECTIONS AND DISTRIBUTION EQUIPMENT**

**BETWEEN**

**NATIONAL GRID ELECTRICITY DISTRIBUTION (SOUTH WEST) PLC,  
NATIONAL GRID ELECTRICITY DISTRIBUTION (SOUTH WALES) PLC,  
NATIONAL GRID ELECTRICITY DISTRIBUTION (EAST MIDLANDS) PLC,  
NATIONAL GRID ELECTRICITY DISTRIBUTION (WEST MIDLANDS) PLC**

**AND**

**[CONNECTION PROVIDER]**

## **DRAFT – SUBJECT TO CONTRACT**

### **CONTENTS**

1.	Definitions and Interpretation .....	1
2.	Term.....	9
3.	Framework Agreement and Design Agreement Process .....	9
4.	Framework Agreement and Extension of Contestability Initiatives.....	10
5.	Design for all Contestable Connection Works.....	11
6.	Distribution System Enhancements for Contestable Connection Works .....	12
7.	NGED's assistance in relation to design of all Contestable Connection Works.....	13
8.	Safety and CDM Regulations .....	13
9.	The Connection Provider's Obligations for Contestable Design.....	13
10.	NGED's Services.....	14
11.	Rectification of Defects for all Contestable Connection Works in Defect Correction Period .....	14
12.	Payment.....	14
13.	Liability and Indemnity.....	15
14.	Force Majeure .....	17
15.	Dispute Resolution – Escalation .....	17
16.	Dispute Resolution – Adjudication.....	18
17.	Intellectual Property .....	18
18.	Assignment and Sub-Contracting .....	19
19.	Insurance .....	19
20.	Security .....	20
21.	Confidentiality .....	20
22.	Data Protection.....	21
23.	Severance .....	21
24.	Termination.....	22
25.	Design Contract .....	24

**DRAFT – SUBJECT TO CONTRACT**

26.	Waiver.....	24
27.	Variations.....	24
28.	Notices .....	25
29.	Entire Agreement .....	25
30.	Counterparts.....	26
31.	Third Party Rights.....	26
32.	Governing Law and Jurisdiction .....	26
33.	Cumulative Remedies .....	26
	Schedule 1 .....	28
	Schedule 1A .....	30
	Schedule 2.....	31

## DRAFT – SUBJECT TO CONTRACT

### FORM OF AGREEMENT

**THIS AGREEMENT** is made on the                      day of                      20●

#### **BETWEEN**

**National Grid Electricity Distribution (South West) plc, National Grid Electricity Distribution (South Wales) plc, National Grid Electricity Distribution (East Midlands) plc and National Grid Electricity Distribution (West Midlands) plc** (company numbers: 02366894, 02366985, 02366923 and 03600574 respectively) whose registered office is at Avonbank, Feeder Rd, Bristol BS2 0TB (“**NGED**”); and

[company name] whose registered office is at [address] (the “**Connection Provider**”)

together, the "Parties" and each a "Party".

#### **Background**

- (A) The Connection Provider may be appointed by various Customers to carry out and complete Contestable Design.
- (B) NGED and the Connection Provider will enter into a separate Design Agreement in accordance with Clause 3 of this Framework Agreement. Each Design Agreement will incorporate the terms and conditions set out in this Framework Agreement.
- (C) As part of NGED's commitment to the continued development and facilitation of competition in connection works, NGED may from time to time invite the Connection Provider to take part in an Extension of Contestability Initiative.
- (D) If the Connection Provider takes part in an Extension of Contestability Initiative, the Connection Provider may be required to enter into an Extension of Contestability Agreement with NGED in accordance with Clause 4. Each Extension of Contestability Agreement entered into by the Parties will be deemed to be incorporated into this Framework Agreement.

#### **THE PARTIES AGREE AS FOLLOWS:**

##### **1. Definitions and Interpretation**

- 1.1 In this Agreement and any Design Agreements or Extension of Contestability Agreements formed under it, except where the context otherwise requires, the following shall have the meanings set opposite them:

<b>1990 Act</b>	Means the Town and Country Planning Act 1990 (as amended).
<b>Accreditation</b>	Means holding the relevant accreditation under the National Electricity Registration Scheme

**DRAFT – SUBJECT TO CONTRACT**

	operated by Lloyd's Register and "Accredited" shall be construed accordingly.
<b>Act</b>	Means the Electricity Act 1989 as amended by the provisions of the Utilities Act 2000.
<b>Adoption Date</b>	Means the date the Contestable Assets or a section of them are connected to the Distribution System and Energised.
<b>Agreement</b>	Means this framework agreement including the Schedules and any other documents incorporated into it.
<b>Applicable Legislation</b>	Means all laws, statutes, statutory instruments, acts, regulations, codes, judgements, orders, directives or determinations which affect the Contestable Design or the performance of any obligations under the Agreement (including but not limited to the NRSWA).
<b>Associated Contestable Assets</b>	Means those Associated Contestable Works that will form part of the Distribution System.
<b>Associated Contestable Works</b>	Means all works of any kind to be provided and carried out by a Construction Connection Provider in respect of Premises as described in the relevant Connection Offer excluding the Final Connection Contestable Works.
<b>Authority</b>	Means the Gas and Electricity Markets Authority as established by Section 1 of the Utilities Act 2000.
<b>CDM Regulations</b>	Means the Construction (Design and Management) Regulations 2015 and any amendment thereto.
<b>Charges</b>	Means the charges payable by the Customer to NGED as specified in any relevant Connection Offer including any variation made by NGED from time to time.
<b>Commencement Date</b>	Means the date of this Agreement.
<b>Completion Certificate</b>	Means the completion certificate issued by a Construction Connection Provider to NGED in accordance with the relevant Standard Technique(s).

**DRAFT – SUBJECT TO CONTRACT**

<b>Connection Offer</b>	Means the relevant written connection offer from NGED to the Customer relating to the Contestable Design as set out in each Design Agreement.
<b>Construction Connection Provider</b>	Means an Independent Connection Provider appointed by the Customer to carry out the Contestable Connection Works.
<b>Contestable Assets</b>	Means those Contestable Connection Works that will form part of the Distribution System including any Associated Contestable Assets and any Final Connection Contestable Assets.
<b>Contestable Connection Works</b>	Means the Associated Contestable Works and Final Connection Contestable Works to be carried out by a Construction Connection Provider on the Distribution System.
<b>Contestable Design</b>	Means the electrical design and the physical layout of the Contestable Assets.
<b>Customer</b>	Means the third party who commissions the Contestable Design set out in the relevant Connection Offer to be carried out by the Connection Provider
<b>Data Protection Legislation</b>	<p>any laws and regulations relating to privacy or the use or processing of data relating to natural persons, including:</p> <ul style="list-style-type: none"> <li>(a) EU Regulation 2016/679 as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "UK GDPR");</li> <li>(b) the Data Protection Act 2018 ("DPA"); and</li> <li>(c) the Privacy and Electronic Communications (EC Directive) Regulations 2003;</li> </ul> <p>in each case as updated, amended or replaced from time to time</p>
<b>Defect</b>	<p>Means:</p> <ul style="list-style-type: none"> <li>(a) any defect in the Connection Provider's Contestable Design; and</li> </ul>

**DRAFT – SUBJECT TO CONTRACT**

	(b) any defect arising from any act or omission of the Connection Provider or its contractor in the course of carrying out the Contestable Design or any breach of this Contract.
<b>Defect Correction Period</b>	<p>Means in relation to:</p> <p>(a) any excavations, or works within excavations, being in either case excavations which are of a depth of 1.5 metres greater and which form part of the Contestable Connection Works: the period of 3 years; and</p> <p>(b) all other works which form part of the Contestable Connection Works: the period of 2 years,</p> <p>in each case after the Adoption Date of the Contestable Assets, or that part containing such excavations or works as the case may be.</p>
<b>Distribution System</b>	Means NGED’s system for the distribution of electricity as defined in the Licence.
<b>Distribution Enhancement System</b>	Means any additional design requirements required by NGED pursuant to Clause 6 for the benefit of other consumers.
<b>Energised</b>	Means the taking of any step so as to enable electrical current to flow to or from the Distribution System to the Contestable Assets or such part thereof (as the case may be) and “Energise” and other cognate expressions shall be construed accordingly.
<b>Event of Force Majeure</b>	<p>Means an event beyond the reasonable control of either Party including but not limited to:</p> <p>(a) a strike, lock out or other form of industrial action except in relation to a Party's own workforce, outbreak of hostilities, riot, civil disturbance or acts of terrorism;</p> <p>(b) fire, explosion or flood;</p> <p>(c) theft and malicious damage associated with the Contestable Connection Works; or</p>

**DRAFT – SUBJECT TO CONTRACT**

	<p>(d) the existence of circumstances by reason of which NGED could reasonably expect that if it took the action it would or would be likely to be in breach of an enactment (including any directions given by the Secretary of the State under section 96 of the Act).</p> <p>No event shall be treated as an Event of Force Majeure if it is attributable to a wilful act or omission or any failure to take reasonable precautions by a Party or any failure to take reasonable steps to overcome the event.</p>
<b>Extension of Contestability Agreement</b>	Means an extension of contestability agreement between the Connection Provider and NGED in the form set out in Schedule 2, to be entered into in accordance with Clause 4.
<b>Extension of Contestability Initiative</b>	Means an initiative or action aimed at opening up the market for the design, procurement and installation of new assets necessary to accommodate new or modified electricity connections.
<b>Final Connection Contestable Assets</b>	Means those Final Connection Contestable Works that will form part of the Distribution System.
<b>Final Connection Contestable Works</b>	Means the installation of the connection equipment in such a way that, subject to Energisation, the Associated Contestable Assets are physically able to receive a supply of electricity from the Distribution System or, as the case may be, the Distribution System is physically able to receive a supply of electricity from the Premises including any and all live mains, service and jointing connections and disconnections for metered and unmetered connections to be carried out by a Construction Connection Provider on the Distribution System.
<b>Design Agreement</b>	Means an agreement between the Connection Provider and NGED in the form set out in Schedule 1 to be entered into in accordance with Clause 3.
<b>Good Industry Practice</b>	Means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a



**DRAFT – SUBJECT TO CONTRACT**

	skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.
<b>Health and Safety File</b>	Has the meaning given to it in the CDM Regulations.
<b>Independent Connection Provider</b>	Means an organisation other than NGED appropriately Accredited to undertake Contestable Design and/or Contestable Connection Works in relation to the provision of a connection to the Distribution System.
<b>Intellectual Property Rights</b>	Means patent, design right, trade mark (including any applications for any of the foregoing and whether registered or unregistered) copyright, database right, or other intellectual property rights anywhere in the world.
<b>Licence</b>	Means the distribution licence granted to NGED pursuant to Section 6(1) (c) of the Act.
<b>NGED Group</b>	Means National Grid Electricity Distribution (South West) plc, National Grid Electricity Distribution (South Wales) plc, National Grid Electricity Distribution (East Midlands) plc, National Grid Electricity Distribution (West Midlands) plc, the subsidiaries of each of them and any subsidiaries of any holding companies of each of them, "subsidiary" and "holding company" having the meanings ascribed to those terms in Section 1159, Companies Act 2006.
<b>NGED's Services</b>	Means processing the Customer's application for the connection(s) referred to in the relevant Connection Offer; planning such connection(s); preparing the Non-Contestable Design and the Specification; inspecting, monitoring and testing the Contestable Connection Works; and any other services referred to in the relevant Connection Offer as the same may be varied from time to time pursuant to this Agreement.
<b>NGED Technical Information Site</b>	Means the website <a href="http://www.nationalgrid.co.uk/tech-info">www.nationalgrid.co.uk/tech-info</a> where NGED publish Standard Techniques.

**DRAFT – SUBJECT TO CONTRACT**

<b>NGED's Works</b>	Means all plants, materials and equipment to be provided and the work to be done by NGED relating to the Site and pursuant to any agreement entered into by NGED with a Construction Connection Provider as may be varied by NGED from time to time.
<b>Maximum Power</b>	Has the same meaning given to that term in the Act.
<b>Non-Contestable Design</b>	Means the electrical design, physical layout of NGED's Works and Point of Connection information provided by NGED to allow the Connection Provider to complete the Contestable Design.
<b>NRSWA</b>	Means the New Road and Street Works Act 1991.
<b>Point of Connection</b>	Means the point of connection between the existing Distribution System and the Associated Contestable Works.
<b>Policies</b>	Means any instructions, rules or policies issued by NGED from time to time, including without limitation the Drug and Alcohol Policy, Code of Ethics and Anti-Bribery Policy and all Standard Techniques published on the NGED Technical Information Site applicable to the Contestable Connection Works (as may be amended or updated from time to time.)
<b>Premises</b>	Means 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 Contestable Connection Works are to be carried out.
<b>Regulatory Body</b>	means those government departments and regulatory, statutory and other entities, committees and bodies, present or future, which whether under statute, rules, regulations, codes of practice or otherwise are entitled by any Applicable Legislation to supervise, regulate, investigate or influence the matters dealt with in this Agreement or any other affairs of NGED.

**DRAFT – SUBJECT TO CONTRACT**

<b>Secretary of State</b>	Has the meaning given to that expression in the Interpretation Act 1978.
<b>Site</b>	Means the site of the Contestable Connection Works as described in the Connection Offer.
<b>Specification</b>	Means the specification set out in the Design Agreement and any relevant Standard Technique(s).
<b>Standard Techniques</b>	Means the NGED standard techniques published on the NGED Technical Information Site applicable to the Contestable Connection Works (as may be amended or updated from time to time).
<b>Statement of Methodology and Charges for Connections</b>	Means NGED's statement of methodology and charges for connection to the Distribution System as amended, updated or superseded by NGED from time to time.
<b>Supplier</b>	Has the meaning given to that term in the MRA.
<b>System Emergency</b>	Means an event either on the Distribution System or on the distribution system of another distributor of electricity which results in NGED acting in accordance with Good Industry Practice considering it appropriate, or being requested, to divert resources (whether economic, technical, personnel or otherwise) for the duration of that event in order to allow NGED to respond to that event in accordance with Good Industry Practice.
<b>Working Days</b>	Has the meaning given to that term in Section 64 of the Act. For the purpose of timing, a notice received after 3.00 p.m. on a Working Day shall be considered to have arrived the following Working Day.

- 1.2 In this Agreement and any Design Agreements or Extension of Contestability Agreements formed under it, 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:

## **DRAFT – SUBJECT TO CONTRACT**

- (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 either party include its permitted successors in title and permitted assigns; and
- (d) the headings are for convenience only and shall not affect the interpretation of this Agreement, any Design Agreement or any Extension of Contestability Agreement.

### **2. Term**

This Agreement shall be deemed to have commenced on the Commencement Date and shall continue in force until terminated by either Party in accordance with the terms of this Agreement.

### **3. Framework Agreement and Design Agreement Process**

- 3.1 This Agreement governs the overall relationship of the Parties and shall apply to any Contestable Design which the Connection Provider undertakes.
- 3.2 This Agreement sets out:
- (a) in Schedule 1 the template form of Design Agreement to be entered into between the Connection Provider and NGED for the Contestable Design which the Connection Provider is appointed by a Customer to complete in respect of the Associated Contestable Works; and
  - (b) the terms deemed incorporated into each Design Agreement.
- 3.3 A Design Agreement shall not enter into force, be legally binding or have any effect unless:
- (a) the Design Agreement contains the information required by the template Design Agreement in Schedule 1;
  - (b) the Design Agreement has been signed by the authorised representatives of both Parties to it; and
  - (c) as at the date the Design Agreement is signed, this Agreement has not been terminated.
- 3.4 Each Design Agreement:
- (a) shall be entered into by the Connection Provider and NGED; and

## **DRAFT – SUBJECT TO CONTRACT**

- (b) shall incorporate the terms and conditions of this Agreement.
- 3.5 Any amendments to this Agreement agreed by NGED and the Connection Provider in accordance with Clause 27 shall be deemed to apply to all Design Agreements whether entered into before or after the date of such amendment (unless the Parties agree otherwise in writing).
- 3.6 This Agreement shall prevail over any terms and conditions in any Design Agreement, any terms and conditions submitted to or by the Connection Provider or (subject to Clause 27) in other correspondence between the Parties relating to the subject matter of this Agreement except only to the extent any terms and conditions in the Design Agreement do not conflict with this Agreement.
- 4. Framework Agreement and Extension of Contestability Initiatives**
- 4.1 As part of NGED's commitment to the continued development and facilitation of competition in the connections market, NGED may, from time to time, invite the Connection Provider to take part in an Extension of Contestability Initiative.
- 4.2 In relation to any Extension of Contestability Initiative, this Agreement sets out:
  - (a) in Schedule 2 the template form of Extension of Contestability Agreement that NGED may require the Connection Provider to enter into with NGED in order to take part in an Extension of Contestability Initiative; and
  - (b) the terms of any Extension of Contestability Agreement deemed incorporated into this Framework Agreement.
- 4.3 Subject to Clause 4.4, an Extension of Contestability Agreement shall not enter into force, be legally binding or have any effect unless:
  - (a) the Extension of Contestability Agreement contains the information required by the template Extension of Contestability Agreement in Schedule 2;
  - (b) the Extension of Contestability Agreement has been signed by the authorised representatives of both Parties to it; and
  - (c) as at the date the Extension of Contestability Agreement is signed, this Agreement has not been terminated.
- 4.4 Notwithstanding Clause 4.3, the Parties shall be deemed to have entered into a legally binding Extension of Contestability Agreement on the terms provided to the Connection Provider by NGED or published on the NGED Technical Information Site as at the date the Connection Provider:
  - (a) performs any of its obligations under an Extension of Contestability Agreement;
  - (b) carries out any design or work in accordance with an Extension of Contestability Initiative; or
  - (c) otherwise by its conduct could reasonably be deemed to have accepted the terms of an Extension of Contestability Agreement,

## **DRAFT – SUBJECT TO CONTRACT**

provided that the Parties have not previously entered into a legally binding Extension of Contestability Agreement in relation to the applicable Extension of Contestability Initiative that has either expired or been terminated by either Party for any reason.

- 4.5 Each legally binding Extension of Contestability Agreement entered into by the Parties in accordance with Clauses 4.3 and 4.4 shall be deemed to be incorporated into this Agreement until such time as the Extension of Contestability Agreement is terminated or expires.
- 4.6 In the event of any conflict between this Agreement and the provisions of an Extension of Contestability Agreement, the terms of the Extension of Contestability Agreement shall prevail over the conflicting terms of this Agreement solely in respect of the subject matter of the Extension of Contestability Agreement.

### **5. Design for all Contestable Connection Works**

- 5.1 The Connection Provider accepts full responsibility for any Contestable Design that it undertakes.
- 5.2 The Connection Provider shall exercise such reasonable degree of skill, care and diligence in the undertaking of the Contestable Design as is to be expected of a professionally qualified and competent contractor experienced in the design of works of a similar nature, value, complexity (including in accordance with Clause 6 below) and timescale to the Contestable Connection Works.
- 5.3 The Contestable Design shall meet the Maximum Power and such other requirements as may be required by the relevant Customer.
- 5.4 The Connection Provider shall comply with all procedures and obligations set out in the applicable Standard Technique(s) when undertaking all Contestable Design, including, without limitation, submitting its Contestable Design to NGED for approval where required.
- 5.5 Where a Connection Provider has submitted its Contestable Design to NGED for approval in accordance with the applicable Standard Technique(s), NGED shall give either its approval to the Contestable Design or a reasoned rejection of it to the Connection Provider within a reasonable period of time.
- 5.6 No approval, review or comment, or failure to approve, review or comment by NGED of or on the Contestable Design or any other matter shall relieve the Connection Provider of any liability whatsoever or any of its obligations under this Agreement. The Connection Provider has sole responsibility for ensuring that the Contestable Design it undertakes conforms in all respects with the Specification and the standards set out in any relevant Design Agreement.
- 5.7 Where a Contestable Design has been approved by NGED, the Connection Provider shall not vary the Contestable Design in any way without having first obtained the written approval of NGED (such approval not to be unreasonably withheld or delayed) and the Customer. Save where the need for a variation arises as a direct result of a Distribution System Enhancement requested by NGED pursuant to Clause 6, NGED may make a reasonable charge, and the Connection Provider will pay to NGED, for

## **DRAFT – SUBJECT TO CONTRACT**

approval of any variation to the Contestable Design, the amount of any such charge as set out in the relevant Design Agreement.

- 5.8 If, prior to the termination of this Agreement, NGED changes its working practice or Specification, NGED or the Construction Connection Provider may notify the Connection Provider. Where such notification is received from NGED, or from the Construction Connection Provider and confirmed by the Connection Provider within [2] Working Days of the date of the Construction Connection Provider's notification, the Connection Provider will, with regard to any part of the Associated Contestable Works not already constructed and adopted, forthwith amend the Contestable Design as necessary and ensure that any change in working practice or Specification is implemented without delay save where NGED agrees an alternative timescale.

### **6. Distribution System Enhancements for Contestable Connection Works**

- 6.1 NGED may, by notice in writing, and prior to submission by the Connection Provider to NGED of the Contestable Design for approval (where such approval is required in accordance with the applicable Standard Technique(s)), request the Connection Provider to amend the Contestable Design in order to achieve a Distribution System Enhancement.
- 6.2 Where the Connection Provider is not required to submit its Contestable Design to NGED for approval, but in undertaking the Contestable Design considers that a Distribution System Enhancement may be appropriate, it shall submit to NGED sufficient information to allow NGED to assess whether a Distribution System Enhancement is required. If NGED determines that a Distribution System Enhancement is required, NGED may, by notice in writing, request the Connection Provider to amend the Contestable Design in order to achieve the Distribution System Enhancement.
- 6.3 Upon receiving a notice in accordance with Clause 6.1 or 6.2, the Connection Provider shall provide a reasonable quotation for doing so, including a detailed breakdown of the costings on which the quotation is based ("Quotation"). If NGED does not accept the Quotation the Parties shall in good faith negotiate a revised quotation ("Revised Quotation"). If NGED accepts in writing a Quotation or a Revised Quotation the Connection Provider shall make and implement the requested modification to the Contestable Design.
- 6.4 NGED may, after the Construction Connection Provider has commenced the Contestable Connection Works, by notice in writing, request the Connection Provider to include provision in the Contestable Design in order to achieve a Distribution System Enhancement. Upon receiving any such notice, the Connection Provider shall use all reasonable endeavours to incorporate the Distribution System Enhancement into the Contestable Design and provide a Quotation or state reasonable grounds for declining the request, such reply not to be unreasonably delayed. If NGED does not accept the Quotation the Parties shall in good faith negotiate a Revised Quotation. If NGED accepts in writing a Quotation or a Revised Quotation the Connection Provider shall make and implement the requested modification to the Contestable Design.

## **DRAFT – SUBJECT TO CONTRACT**

### **7. NGED's assistance in relation to design of all Contestable Connection Works**

7.1 NGED shall, within a reasonable period of receipt of a written request, supply the Connection Provider with:

- (a) all drawings relating to the Distribution System as may be reasonably required to carry out the Contestable Design; and
- (b) where relevant, the Non-Contestable Design.

7.2 There will remain vested in NGED the Intellectual Property in all drawings, reports, specifications, calculations and other documents created or provided by NGED for use in connection with the Contestable Design. NGED will licence the use of such drawings and other documents by the Connection Provider solely for the purpose of performing its obligations under this Agreement. The Connection Provider will not make copies or permit copies to be made nor permit the use of the said drawings or other documents in connection with any other purpose except with the prior written consent of NGED.

### **8. Safety and CDM Regulations**

8.1 The Parties acknowledge that in relation to the Contestable Design, NGED shall not be the "Client" for the purposes of the CDM Regulations. The Connection Provider shall indemnify NGED at all times against all demands, actions, proceedings, damages, losses, costs and expenses which are made or brought against, or incurred or suffered by NGED arising from or in connection with the performance or purported performance by the Connection Provider or the Customer (as the case may be) or the failure by the Connection Provider or the Customer (as the case may be) to perform the duties, obligations, requirements, and responsibilities imposed upon or undertaken by the Connection Provider or the Customer (as the case may be) in connection with the CDM Regulations.

8.2 The Connection Provider shall be responsible for the safety of the public in carrying out the Contestable Design.

8.3 The Parties acknowledge that they are aware of, and undertake to the other that in relation to the Contestable Design they will duly comply with, the CDM Regulations.

### **9. The Connection Provider's Obligations for Contestable Design**

9.1 The Connection Provider shall ensure that the Contestable Design and the manner in which it is carried out complies at all times with:

- (a) the Connection Provider's applicable procedures;
- (b) all applicable Policies and Good Industry Practice;
- (c) the requirements of all Applicable Legislation including the Act, the Electricity Safety, Quality and Continuity Regulations 2002, BS-7671, the NRSWA, the Health and Safety at Work Act 1971 and the Town and Country Planning Act 1990; and



## **DRAFT – SUBJECT TO CONTRACT**

(d) the Specification.

9.2 To the extent there is any discrepancy or inconsistency between this Agreement and any applicable Standard Technique(s) the provisions of the applicable Standard Technique(s) shall prevail.

9.3 This Agreement shall not apply to any emergency work or fault rectification work, save for such works as NGED may require the Connection Provider to carry out to rectify any Defects in the Contestable Design.

9.4 The Connection Provider shall procure that throughout the duration of all Contestable Connection Works the Connection Provider and its sub-contractors and all its and their respective employees and agents shall be Accredited to carry out the Contestable Design.

### **10. NGED's Services**

10.1 NGED shall be responsible for the performance of NGED's Services, including preparation of the Specification using NGED standards and national specifications to enable the Connection Provider to complete the Contestable Design.

### **11. Rectification of Defects for all Contestable Connection Works in Defect Correction Period**

11.1 If any Defect becomes apparent during the Defect Correction Period, NGED may in its absolute discretion elect:

(a) to issue a notice to the Connection Provider to rectify the Defect at no cost to NGED; or

(b) to rectify the Defect itself.

11.2 The Connection Provider shall indemnify NGED against all costs incurred or suffered by NGED in remedying any Defect in connection with any of the Contestable Assets during the Defects Correction Period, unless such Defect arises directly as a result of any breach by NGED of this Agreement.

### **12. Payment**

12.1 NGED shall as soon as is reasonably practicable after the end of each month issue an invoice specifying any charges payable in accordance with the applicable Standard Technique(s).

12.2 NGED shall as soon as is reasonably practicable issue an invoice specifying any other sums due from the Connection Provider to NGED under or in connection with this Agreement.

12.3 The Connection Provider shall pay all invoices within 28 days of NGED issuing the invoice.

12.4 If any amount remains unpaid after the due date NGED shall be entitled to charge interest on the amount unpaid including interest on Value Added Tax unpaid calculated

## **DRAFT – SUBJECT TO CONTRACT**

from day to day at the rate of 5% above the base rate of the Bank of England and such interest shall accrue from day to day and shall be compounded annually.

- 12.5 The Connection Provider shall pay within the period specified any amount agreed in writing with NGED, as may be amended pursuant to Clause 12.6, as a contribution to the cost of the NGED's Works.
- 12.6 Where at any time NGED considers it is necessary to change the design of NGED's Works, including the Point of Connection, NGED, acting reasonably, shall be entitled to so do and:
- (a) if NGED so considers for reasons beyond NGED's reasonable control, then NGED will be entitled to amend (by increasing or decreasing) the amount previously agreed in writing as the Connection Provider's contribution to the cost of NGED's Works;
  - (b) if NGED so considers for reasons within NGED's control:-
    - (i) NGED will not be entitled to increase the Connection Provider's contribution to the cost of NGED's Works, and
    - (ii) NGED will be obliged to reimburse the Connection Provider for any reasonable increases in the Connection Provider's costs or expenses which are incurred by the Connection Provider as a result of such changes in the design of NGED's Works.
- 12.7 NGED shall pay to the Connection Provider in respect of any Distribution System Enhancements agreed pursuant to Clause 6, any amounts stated in a relevant Connection Offer, or agreed between the Connection Provider and NGED in writing, following receipt by NGED of the Completion Certificate in relation to Associated Contestable Works, or any part thereof (as the case may be) incorporating such Distribution System Enhancements but only provided that NGED has not served any notice in relation to the Associated Contestable Works or such part thereof (as the case may be) pursuant to any agreement entered into by NGED with a Construction Connection Provider.

## **13. Liability and Indemnity**

- 13.1 Nothing in this Agreement shall exclude or limit the liability of either Party for:
- (a) death or personal injury resulting from the negligence of the Party liable or of any of its officers, employees or agents;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability which cannot be limited or excluded by applicable law.
- 13.2 Save as otherwise expressly provided in this Agreement nothing in this Clause 13 shall exclude or restrict or otherwise prejudice or affect any of:
- (a) the rights, powers, duties and obligations of either Party which are conferred or created by the Act, the Licence or any regulations made under the Act; or

## **DRAFT – SUBJECT TO CONTRACT**

- (b) the rights, powers, duties and obligations of the Authority or the Secretary of State under the Act, the Licence or otherwise howsoever.
- 13.3 Subject to Clause 13.5 the Connection Provider shall indemnify NGED and keep NGED indemnified fully and on demand against all claims, demands, actions, proceedings, damages, liabilities, losses, costs (including all associated legal costs), expenses and fines which are attributable to any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the Connection Provider made or brought against or incurred or suffered by NGED arising out of or in connection with:
  - (a) any claim by a Regulatory Body due to any default by the Connection Provider arising from or in connection with the Contestable Design; or
  - (b) any personnel (including without limitation any employee, agent or sub-contractor) who were employed or engaged in executing the Contestable Design bringing a claim against NGED where such a claim arises out of anything done or omitted to be done by the Connection Provider in relation to the employment or engagement of the same during the term of the Agreement and/or arising on or as a result of the termination or expiry of the Agreement (howsoever caused).
- 13.4 Subject to Clause 13.1 the liability of either Party in respect of claims for physical damage to the property of the other Party, its officers, employees or agents, shall not exceed the sum of £1 million per incident or series of related incidents
- 13.5 The Connection Provider shall not be liable for loss or damage arising from NGED's negligence, and/or any breach by NGED of its obligations under this Agreement.
- 13.6 Subject to Clause 13.1 and save where any provision of this Agreement provides for an indemnity, neither Party nor any of its officers, employees or agents shall in any circumstances be liable to the other for:
  - (a) any loss of profit, loss of revenue, loss or use, loss of contract or loss of goodwill; or
  - (b) any indirect or consequential loss; or
  - (c) any losses resulting from the liability of such other Party to any other person howsoever arising.
- 13.7 Subject to Clause 13.1 the Connection Provider's total liability to NGED for all matters arising under or in connection with this Agreement shall be limited to £10,000,000 (ten million pounds) per incident or series of incidents arising out of any one event.
- 13.8 Subject to Clause 13.1 NGED shall not be liable for any costs incurred or losses suffered by the Connection Provider or any third party as a result of NGED's failure to provide access to the Distribution System or any delay caused by NGED to the Contestable Connection Works.
- 13.9 Each of the Parties agrees that each of the other Parties holds the benefit of Clauses 13.1, 13.4 and 13.6 for itself as trustee and agent for its officers, employees and agents.

## **DRAFT – SUBJECT TO CONTRACT**

- 13.10 For the avoidance of doubt, nothing in this Clause 13 shall prevent or restrict either Party from enforcing any obligations (including suing for a debt) owed to it under or pursuant to the Agreement.

### **14. Force Majeure**

- 14.1 Neither of the Parties shall be liable for any breach of this Agreement caused directly or indirectly by an Event of Force Majeure or by a System Emergency.
- 14.2 If either Party (the "Affected Party") shall be unable to carry out its obligations under this Agreement due to an Event of Force Majeure or if NGED shall be unable to carry out any of its obligations under this Agreement due to a System Emergency this Agreement shall remain in full force and effect but save as otherwise provided herein each Party's obligations (other than the obligation as to the payment of charges) shall be suspended without liability for a period equal to an Event of Force Majeure or the System Emergency provided that:
- (a) the suspension of performance is of no greater scope and of no longer duration than is required by the Event of Force Majeure or System Emergency;
  - (b) no obligation of either Party that arose before the Event of Force Majeure or System Emergency causing the suspension of performance shall be excused as a result of the Event of Force Majeure or System Emergency; and
  - (c) the non-performing Party shall use all reasonable efforts to remedy its inability to perform.

### **15. Dispute Resolution – Escalation**

- 15.1 Any dispute between the Parties with respect to the interpretation of any provision of the Agreement and with respect to the obligations imposed by it on the other Party, shall be resolved as provided for in this Clause 15.
- 15.2 Neither Party shall commence formal dispute resolution proceedings (to include litigation), until the earlier of:
- (a) the Parties' designated representatives (as referred to in Clause 15.3(a)) jointly concluding that resolution of the dispute through continued negotiation of the matter does not appear likely; and
  - (b) 30 Working Days after either Party's written request under Clause 15.3(a) was submitted to the other Party and that other Party has failed to appoint a designated representative.
- 15.3 Prior to the initiation of any formal dispute resolution proceedings (to include litigation), the Parties shall first attempt to resolve their dispute informally, as follows:
- (a) upon the written request of either Party to the other, each Party shall appoint a designated representative for the purpose of endeavouring to resolve such dispute;

## **DRAFT – SUBJECT TO CONTRACT**

- (b) the designated representatives shall meet as often as either Party reasonably deems necessary in order to gather and provide to the other all information with respect to the matter in issue which the Party believes to be appropriate in connection with its resolution. The designated representatives shall discuss the problem and negotiate with each other in good faith in an effort to resolve the dispute informally;
- (c) during the course of negotiations, all reasonable requests made by either Party to the other for non-privileged information, reasonably related to the Agreement, shall be honoured in order that each of the Parties may be fully advised of the other's position; and
- (d) the method of endeavouring to resolve the dispute shall be left to the discretion of the designated representatives.

### **16. Dispute Resolution – Adjudication**

- 16.1 In the event of any dispute or difference not being resolved in accordance with Clause 15 either Party may refer any dispute or difference to adjudication under Part I of the Scheme for Construction Contracts (England and Wales) Regulations (as amended), which Part shall take effect as if it was incorporated into this Clause 16.
- 16.2 The adjudicator shall be appointed by The Chartered Institute of Arbitrators.

### **17. Intellectual Property**

- 17.1 The copyright and any other Intellectual Property Rights in all drawings, reports, specifications, calculations and other documents created or provided by NGED or on behalf of NGED ("NGED IP") to the Connection Provider under the provisions of this Agreement shall remain and belong to NGED and NGED shall grant a licence to the Connection Provider to use the NGED IP solely for the purpose of performing its obligations under this Agreement.
- 17.2 Except with the prior written consent of NGED the Connection Provider shall not make copies or permit copies to be made nor permit the use of the items referred to in sub-clause 17.1 in connection with any project and/or other works other than the Contestable Design associated with the Contestable Connection Works.
- 17.3 The Connection Provider shall not at any time throughout the duration of the Agreement, assign, license or otherwise grant any rights in any NGED IP to any other person including but not limited to the Customer.
- 17.4 The Connection Provider undertakes to indemnify NGED against all reasonable losses, costs and expenses suffered or incurred by NGED arising out of any claim by any third Party that the use by NGED of the Intellectual Property Rights licensed or vested in NGED pursuant to this Clause 17 infringes that third Party's rights.
- 17.5 The Connection Provider warrants that it owns all Intellectual Property Rights in or relating to the Contestable Design.

## **DRAFT – SUBJECT TO CONTRACT**

- 17.6 The Connection Provider shall grant a licence to NGED to use all Intellectual Property Rights in or relating to the Contestable Design for the purpose of performing its obligations under this Agreement.

### **18. Assignment and Sub-Contracting**

- 18.1 The Connection Provider may not assign or transfer its rights and obligations under or benefits of this Agreement without the written consent of NGED.
- 18.2 NGED may assign the benefit of this Agreement to any other company within the NGED Group.
- 18.3 The Connection Provider may sub-contract any part of the Contestable Design with NGED's written consent (such consent not to be unreasonably withheld) provided that the Connection Provider ensures that only appropriately Accredited contractors are engaged in the carrying out of the Contestable Design. The sub-contracting by the Connection Provider of any of its obligations under this Agreement shall not relieve the Connection Provider from liability for performance of such obligations in accordance with this Agreement and any such sub-contracting must be on terms and conditions as to the person employed by the sub-contractor, and the quality of the work and materials used, which are no less onerous than those contained in this Agreement.
- 18.4 NGED shall have the right to sub-contract or delegate the performance of any part of its obligations or duties under this Agreement without the prior consent of the Connection Provider.

### **19. Insurance**

- 19.1 The Connection Provider undertakes and agrees to take out and maintain such insurance cover in full force and effect at its own cost to cover its obligations and liabilities arising under or in connection with (i) this Agreement, (ii) any associated Design Agreement, and (iii) any applicable Extension of Contestability Agreement, including but not limited to the following:
- (a) public liability insurance with a limit of indemnity of not less than £5,000,000 per incident or series of incidents arising out of one event against death and personal injury and loss or damage to property;
  - (b) employer's liability insurance for a minimum liability of £5,000,000 per incident or series of incidents arising out of any one event or for any higher minimum limit which may be required at any time in order to comply with Applicable Legislation; and
  - (c) professional indemnity insurance for a minimum liability of £5,000,000 per incident or series of incidents arising out of any one event.
- 19.2 The Connection Provider shall:
- (a) prior to signing this Agreement;
  - (b) whenever a policy effecting the insurances required by this Clause 19 is renewed; and

## **DRAFT – SUBJECT TO CONTRACT**

(c) whenever reasonably required in writing by NGED,

provide confirmation from its insurer that the policies effecting the insurances required by this Clause 19 remain current together with evidence of payment of the last premium due.

- 19.3 The Connection Provider's liability insurance policies shall include an indemnity to principals' clause.

### **20. Security**

- 20.1 The Connection Provider may, according to the Connection Provider's credit rating status, also need to provide additional security for the period indicated in Clause 19.1. NGED shall assess the need for a Connection Provider to provide additional security using the Dun & Bradstreet Corporation assessment scheme.
- 20.2 A Connection Provider obtaining a Dun & Bradstreet Corporation rating of 1 or 2 will not normally be expected to provide additional security beyond that provided as an Accredited Connection Provider under the National Electricity Registration Scheme.
- 20.3 A Connection Provider obtaining a Dun & Bradstreet Corporation rating of 3 or 4, or having no Dun & Bradstreet Corporation rating, or whose net worth is less than NGED's total financial exposure under this Agreement and all Design Agreements held with the Connection Provider that are running concurrently will be required to deliver to NGED within 10 Working Days of the date of this Agreement additional security in an amount and form and on terms all satisfactory to NGED.
- 20.4 If, at any point during the period indicated under Clause 20.1, the Connection Provider should no longer meet the criteria set out pursuant to Clause 20.2 the obligations under Clause 20.3 shall apply.

### **21. Confidentiality**

- 21.1 Except as referred to in sub-clause 21.2, each Party shall treat as strictly confidential and shall not disclose to any third party any information received or obtained as a result of entering into or performing this Agreement which relates to the provisions or subject matter of this Agreement, or the negotiations relating to this Agreement.
- 21.2 Either Party may disclose information which would otherwise be confidential if and to the extent that:
- (a) it is required to do so by law or any securities exchange or regulatory or governmental body to which it is subject wherever situated;
  - (b) it considers it necessary to disclose the information to its professional advisers, auditors and bankers provided that it does so on a confidential basis;
  - (c) the information has come into the public domain through no fault of that Party;
  - (d) the information constitutes or forms part of the Contestable Design and any information, designs, plans or other materials or works made available by the

## **DRAFT – SUBJECT TO CONTRACT**

Connection Provider to NGED relating to the Contestable Connection Works which information NGED shall be entitled to use without restriction; or

- (e) each Party to whom it relates has given its consent in writing.

### **22. Data Protection**

- 22.1 For the purposes of this Clause, the terms "**personal data**", "**processing**", "**processor**", "**controller**" and "**data subject**" shall have the meanings set out in the UK GDPR.
- 22.2 Each Party shall comply with the provisions and obligations imposed on it by the Data Protection Legislation when processing personal data in connection with this Agreement.
- 22.3 To the extent that the parties are deemed to be joint controllers or separate controllers in common in respect of personal data processed in accordance with this Agreement, each Party shall:
  - (a) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of processing;
  - (b) maintain a record of all categories of processing activities it undertakes and a record of any data breach, being (i) any unauthorised loss, corruption, damage, destruction, alteration, disclosure or access to any personal data; (ii) any unauthorised or unlawful processing of personal data; and / or (iii) any breach of Data Protection Legislation;
  - (c) so far as is possible comply with the principle of data minimisation;
  - (d) ensure that access to personal data is limited to those who need to have access and that any personnel requiring access to personal data are informed of the confidential nature of the personal data and are subject to an appropriate obligation of confidentiality;
  - (e) promptly notify the other party of any written request by a data subject to either party for access to the data subject's personal data, and liaise to ensure that the request is addressed in accordance with the controller's obligations under the Data Protection Legislation; and
  - (f) work with the other party to agree an appropriate fair processing notice accurately depicting the relationship between the parties, and how such fair processing notice will be provided to the relevant data subjects.
- 22.4 To the extent that this Agreement requires a Party to process personal data on behalf of the other, the Parties shall enter into, and such processing shall be governed by, a written contract that is compliant with Data Protection Legislation.

### **23. Severance**

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction or any competent authority to be invalid or unenforceable, such provision will be severed from this Agreement and the remaining provisions of



## **DRAFT – SUBJECT TO CONTRACT**

this Agreement will remain in full force and effect as if such provision had not originally been contained in this Agreement.

### **24. Termination**

24.1 Either Party may terminate this Agreement , any Design Agreement or any Extension of Contestability Agreement by giving the other Parties 3 months' notice in writing (or such lesser period as may be agreed between the Parties).

24.2 On termination of this Agreement by either Party in accordance with Clause 24.1 all Design Agreements and Extension of Contestability Agreements procured by the relevant Connection Provider shall automatically expire. On termination of any Design Agreement or Extension of Contestability Agreement in accordance with Clause 24.1, the terminating Party may, at its option, terminate this Agreement and any other Design Agreements and Extension of Contestability Agreements procured by the relevant Connection Provider on notice with immediate effect.

24.3 In relation to this Agreement, if:

- (a) the Connection Provider fails in any material respect to conform or comply with any of its obligations under this Agreement, and (if such failure is capable of remedy) it is not remedied to the reasonable satisfaction of NGED within 30 days of the Connection Provider receiving notice from NGED of the occurrence thereof and requiring the same to be remedied; or
- (b) (Connection Provider not being a company) an interim order or bankruptcy order is made in respect of him under the Insolvency Act 1986 or a voluntary arrangement is proposed in respect of him; or
- (c) (Connection Provider being a company) an order of the High Court is made or an effective resolution passed for the insolvent winding up or dissolution of the Connection Provider; or
- (d) a receiver or an administrative receiver of the Connection Provider is appointed, or
- (e) the Connection Provider enters into any composition, scheme or arrangement with (or assignment for the benefit of) its creditors or should be unable to pay its debts within the meaning of Section 123(1) (e) or Section 123(ii) of the Insolvency Act 1986; or
- (f) any steps are taken for the making of an administration order or the appointment of an administrator under the out-of-court procedure under the Enterprise Act 2002 or notice is given of an intention to appoint an administrator in relation to the Connection Provider or any steps are taken for the appointment of a receiver or administrative receiver, or an encumbrancer takes possession of or sells any of the Connection Provider's assets; or
- (g) the Connection Provider makes an arrangement or composition with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally; or

## **DRAFT – SUBJECT TO CONTRACT**

- (h) the Connection Provider ceases to carry on business at any time for 30 consecutive days; or
- (i) no physical work forming part of the Final Connection Contestable Works has commenced within one year after the date of this Agreement; or
- (j) the Connection Provider fails to fulfill his obligations in terms of or arising from Clauses 19 or 20; or
- (k) the Connection Provider commits a breach of health and safety rules or obligations (including but not limited to NGED's Health and Safety Policy); or
- (l) the Connection Provider ceases, or any of its employees or agents cease, to hold any licence or professional qualification or has its name, or any of its employees or agents have their names, removed from any register which is or which NGED considers, necessary or desirable for the performance of its duties under the Agreement,

such event shall become an event of default when NGED declares by notice in writing given to the Connection Provider that such event has become an event of default provided that at that time the event of default continues unremedied ("Event of Default").

### **24.4 In relation to any Design Agreement, if:**

- (a) the Connection Provider fails in any material respect to conform or comply with any of its obligations under any Design Agreement, and (if such failure is capable of remedy) it is not remedied to the reasonable satisfaction of NGED within 30 days of the Connection Provider receiving notice from NGED of the occurrence thereof and requiring the same to be remedied; or
- (b) NGED has received notification from the Connection Provider in accordance with Clause 25,

such event shall become an Event of Default when NGED declares by notice in writing given to the Connection Provider that such event has become an event of default provided that at that time the event of default continues unremedied.

### **24.5 Once NGED has given, and upon the giving of, notice of an Event of Default pursuant to Clause 24.3 NGED may, at its option, terminate this Agreement on notice with immediate effect. On termination of this Agreement in accordance with this Clause 24.5, all Design Agreements and Extension of Contestability Agreements procured by the relevant Connection Provider shall automatically terminate.**

### **24.6 Once NGED has given, and upon the giving of, notice of an Event of Default pursuant to Clause 24.4 NGED may, at its option, terminate the relevant Design Agreement on notice with immediate effect. On termination of any Design Agreement in accordance with Clause 24.6, NGED may, at its option, terminate this Agreement, any Extension of Contestability Agreement and Design Agreements procured by the relevant Connection Provider on notice with immediate effect.**

## **DRAFT – SUBJECT TO CONTRACT**

- 24.7 The termination of this Agreement, any Design Agreement or Extension of Contestability Agreement for whatever reason or cause shall be without prejudice to any other rights or obligations which may have accrued or become due between either Parties prior to or on the date of termination, and any provisions, rights or obligations stated to take effect on termination shall remain in full force and effect.
- 24.8 Where this Agreement, and Extension of Contestability Agreement or a Design Agreement is terminated by NGED under Clause 24.5 or 24.6, the Connection Provider shall pay to NGED any reasonable costs incurred by NGED as a result of the termination.
- 24.9 Clauses 11, 12, 13, 14, 15, 16, 17, 19, 21, 24, 28, 29, and 32 shall survive the termination, for whatever reason, of this Agreement.
- 24.10 Once an Extension of Contestability Agreement has expired or been terminated by either Party for any reason, it shall no longer be deemed incorporated into the Framework Agreement.

### **25. Design Contract**

The Connection Provider will immediately notify NGED in the event of the Customer or the Connection Provider terminating the contract between them for the appointment of the Connection Provider to carry out the Contestable Design before the Contestable Assets have been Adopted.

### **26. Waiver**

No act or omission of either Party shall by itself amount to waiver of any right or remedy of that Party unless expressly stated by that Party in writing nor shall any reasonable delay by either Party in exercising any right or remedy of that Party by itself constitute a waiver of that right or remedy.

### **27. Variations**

- 27.1 No purported variation of the Agreement or a Design Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties by its respective authorised representatives. However, each Party shall effect any amendment required to be made to this Agreement or a Design Agreement by the Authority as a result of a change in the Licence or an order made pursuant to the Act or as a result of settling any of the terms hereof and the Connection Provider hereby authorises and instructs NGED to make any such amendment on its behalf and undertakes not to withdraw, qualify or revoke such authority or instruction at any time.
- 27.2 Either Party shall at any time be entitled to propose variations to this Agreement or a Design Agreement by notice in writing to the other Parties. The Parties shall negotiate in good faith the terms of any such variation, but if a variation to the Agreement or a Design Agreement has not been agreed and put into effect within one month after it has been proposed, either Party shall be entitled to escalate the matter by means of Clause 15.

## **DRAFT – SUBJECT TO CONTRACT**

### **28. Notices**

28.1 Subject to Clause 28.4 any notice, request or other communication to be made by one Party to the others under or in connection with this Agreement or a Design Agreement shall be in writing and shall be delivered personally or sent by prepaid first class post, courier or e-mail to the other Party as follows:

(a) If to NGED to:

National Grid Electricity Distribution (South West) plc Avonbank, Feeder Rd,  
Bristol BS2 0TB

E-mail: [nged.connections@nationalgrid.co.uk](mailto:nged.connections@nationalgrid.co.uk)

(b) If to the Connection Provider, to: [ ]

E-mail [.....]

or to any other persons or addresses as may from time to time be notified by one Party to the other.

28.2 A notice request or other communication sent in accordance with this Clause 28 shall be deemed to have been served:

(a) at the time of delivery if delivered personally;

(b) if sent by post, 48 hours after the date of posting; and

(c) 2 hours after transmission if served by or e-mail on a Working Day prior to 3 p.m. or in any other case at 10 a.m. on the Working Day after the date of dispatch.

28.3 If the deemed time of service is not during normal business hours in the country of receipt, the notice shall be deemed served at or, in the case of e-mails, two hours after the opening of business on the next Working Day of that country.

28.4 Neither Party can serve any proceedings or serve any other documents in any legal action by e-mail.

28.5 Neither Party shall attempt to prevent or delay the service on it of a notice connected with the Agreement or a Design Agreement.

### **29. Entire Agreement**

Each Party acknowledges that:

(a) unless otherwise agreed between the Parties in writing, this Agreement and the documents referred to in it constitute the entire agreement and understanding of the Parties in relation to the subject matter of this Agreement and supersedes any prior agreements, representations, understandings or arrangements between the Parties (oral or written) in relation to such subject matter (including, without limitation, (i) any previous versions of the Framework Agreement relating to

## **DRAFT – SUBJECT TO CONTRACT**

Network Access and Adoption of Electricity Connections and Distribution Equipment, (ii) the Network Access and Adoption of High and Low Voltage Mains and Services Connections for Metered and Unmetered Connections; and (iii) the Agreement Relating to the Design, Supply, Installation, Commissioning and Adoption of Electricity Connection and Distribution Equipment); and

- (b) it has not relied upon any oral or written representation made to it by the other Party or its employees or agents and has made its own investigations into all matters relevant to it.

### **30. Counterparts**

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

### **31. Third Party Rights**

No express term of this Agreement nor 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.

### **32. Governing Law and Jurisdiction**

- 32.1 This Agreement and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by the laws of England and Wales.
- 32.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

### **33. Cumulative Remedies**

Save as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**AS WITNESS whereof the Parties have signed below:**

**DRAFT – SUBJECT TO CONTRACT**

<b>Signed on behalf of National Grid Electricity Distribution (South West) plc:</b>  _____	<b>Signed on behalf of National Grid Electricity Distribution (West Midlands) plc:</b>  _____
<b>Signed on behalf of National Grid Electricity Distribution (South Wales) plc:</b>  _____	<b>Signed on behalf of National Grid Electricity Distribution (East Midlands) plc:</b>  _____

**SIGNED BY:**

**Name** .....

**Position** .....

**For and on behalf of**

[Connection Provider]

## Schedule 1

### Design Agreement

This Design Agreement is dated [INSERT] and made between:

National Grid Electricity [(South West)/(South Wales)/(East Midlands)/(West Midlands)]\*) plc (company number: 02366894/02366985/ 02366923/ 03600574\*) whose registered office is at Avonbank, Feeder Rd, Bristol BS2 0TB (“NGED”); and

[company name] whose registered office is at [address] (the “Connection Provider”).

### Background

- (A) A Customer has appointed the Connection Provider to complete the Contestable Design in respect of the Contestable Connection Works as described in the Connection Offer dated [INSERT].
- (B) NGED and the Connection Provider have entered into a framework agreement dated [INSERT] (the "Framework Agreement").
- (C) In consideration of the payment of the sum of £1 by NGED (receipt of which is hereby acknowledged), the Connection Provider has agreed to undertake Contestable Design in accordance with the terms of this Design Agreement.

### 1. Applicable Terms

- 1.1 Unless otherwise defined in this Design Agreement, terms used in this Design Agreement shall have the meaning given to them in the Framework Agreement.
- 1.2 The terms of the Framework Agreement are incorporated into and form part of this Design Agreement, as varied and amended by the other provisions of this Design Agreement.

### 2. [Additional Terms]

[Any additional site specific terms agreed]

### 3. [•]. Counterparts

This Design Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall be an original of this Design Agreement and all counterparts shall together constitute one instrument.

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\* delete as appropriate  
\* delete as appropriate

SIGNED BY

Signature.....

Print Name.....

Designation.....

For and on behalf of [*name of Connection Provider*]

SIGNED BY

Signature.....

Print Name.....

Designation.....

For and on behalf of National Grid Electricity Distribution [(South West)/(South Wales)/(East Midlands)/(West Midlands)]\*) plc (company number: 02366894/02366985/ 02366923/ 03600574\*) whose registered office is at Avonbank, Feeder Rd, Bristol BS2 0TB (“NGED”)

\_\_\_\_\_



## **Schedule 1A**

### **The Specification**

*(Select correct G81 documentation, i.e. Housing or Commercial)*

The Connection Provider shall comply with the specifications laid out under the following documentation as applicable to the Contestable Design and as amended from time to time:

- (a) Energy Networks Association - Engineering Recommendation G81  
  
Framework for design and planning, materials specification, installation and record for low voltage housing development installations and associated, new, HV/LV distribution substations. Part 1 – Design and Planning;
- (b) Energy Networks Association - Engineering Recommendation G81  
  
Framework for design and planning, materials specification, installation and record for low voltage housing development installations and associated, new, HV/LV distribution substations. Part 2 – Materials Specification;
- (c) Energy Networks Association - Engineering Recommendation G81  
  
Framework for design and planning, materials specification, installation and record for low voltage housing development installations and associated, new, HV/LV distribution substations. Part 3 – Installation and Records;
- (d) Energy Networks Association - Engineering Recommendation G81  
  
Framework for design and planning of industrial and commercial underground connected loads up to and including 11kV. Part 4 – Design and Planning;
- (e) Energy Networks Association - Engineering Recommendation G81  
  
Framework for materials specification for industrial and commercial underground connected loads up to and including 11kV. Part 5 – Materials Specification;
- (f) Energy Networks Association - Engineering Recommendation G81  
  
Framework for installation and records of industrial and commercial underground connected loads up to and including 11kV. Part 6 – Installation and Records;
- (g) NGED Framework Appendix to Design and Planning Framework Document;
- (h) NGED Framework Appendix to Material Specification Framework Document;
- (i) NGED Framework Appendix to Installation and Records Framework Document;
- (j) [insert details of any additional documentation relevant to the Contestable Design]; and
- (k) any additional documentation required by NGED as notified to the Connection Provider from time to time.

## Schedule 2

### **[INSERT NAME OF TRIAL] Extension of Contestability Agreement**

This **[INSERT NAME OF TRIAL] Extension of Contestability Agreement** is dated **[INSERT]** and made between:

National Grid Electricity Distribution **[(South West)/(South Wales)/(East Midlands)/(West Midlands)]\*** plc (company number: **02366894/02366985/ 02366923/03600574\***) whose registered office is at Avonbank, Feeder Rd, Bristol BS2 0TB (“NGED”); and

**[company name]** whose registered office is at **[address]** (the “Connection Provider”).

### **Background**

- (A) NGED and the Connection Provider have entered into a framework agreement dated **[INSERT]** (the “**Framework Agreement**”).
- (B) As part of NGED's commitment to the development and facilitation of competition in connections NGED has invited the Connection Provider to take part in this Extension of Contestability Initiative (as defined below in Clause 1.2).
- (C) The Connection Provider has agreed to take part in this Extension of Contestability Initiative on the terms and conditions set out in this **[INSERT NAME OF TRIAL] EOC Agreement** (as defined below in Clause 1.2).

It is agreed as follows:

### **1. Definitions and interpretation**

- 1.1 The terms of this **[INSERT NAME OF TRIAL] EOC Agreement** shall be deemed to be incorporated into and form part of the Framework Agreement for the duration of this **[INSERT NAME OF TRIAL] EOC Agreement**. In the event of any conflict between this **[INSERT NAME OF TRIAL] EOC Agreement** and the Framework Agreement, the terms of this **[INSERT NAME OF TRIAL] EOC Agreement** shall prevail over the conflicting terms of the Framework Agreement solely in respect of the subject matter of this **[INSERT NAME OF TRIAL] EOC Agreement**.
- 1.2 In this **[INSERT NAME OF TRIAL] EOC Agreement**, terms have the meanings given to them in the Framework Agreement unless the context requires otherwise and in addition the following definitions shall apply:

**"[INSERT NAME OF TRIAL] EOC Agreement"** this extension of contestability agreement (including any schedules to it) between NGED and the Connection Provider;

---

\* delete as appropriate

\* delete as appropriate

**"Extension of Contestability Initiative"** [insert details of specific Extension of Contestability Initiative]

*[Insert Additional Definitions]*

- 1.3 In this [INSERT NAME OF TRIAL] EOC Agreement, unless the context requires otherwise, the principles of interpretation set out in Clause 1.2 of the Framework Agreement shall apply.
- 1.4 The terms set out below apply solely in respect of this [INSERT NAME OF TRIAL] EOC Agreement for the duration of this [INSERT NAME OF TRIAL] EOC Agreement.

**2. [Insert Additional Terms]**

[•]

**3. Termination**

- 3.1 NGED may by notice in writing immediately terminate this [INSERT NAME OF TRIAL] EOC Agreement if:
- (a) any event occurs, or circumstances arise which, in the reasonable opinion of NGED, make it no longer commercially desirable for NGED to continue with the [INSERT NAME OF TRIAL] EOC Agreement; or
  - (b) NGED consider termination necessary due to any change in legislation or the conditions of NGED's distribution licence granted pursuant to Section 6(1) (c) of the Electricity Act 1989 or any other legislative requirements.

**4. Consequences of Termination**

On termination of this [INSERT NAME OF TRIAL] EOC Agreement by either Party for any reason, it shall no longer be deemed incorporated into the Framework Agreement.

**5. Entire Agreement**

Following the effective date of this [INSERT NAME OF TRIAL] EOC Agreement the entire agreement clause in the Framework Agreement shall be deemed (without affecting any previously agreed variations which are still in force) to be varied for the duration of this [INSERT NAME OF TRIAL] EOC Agreement to include reference to this [INSERT NAME OF TRIAL] EOC Agreement forming part of the Framework Agreement. For the duration of this [INSERT NAME OF TRIAL] EOC Agreement this [INSERT NAME OF TRIAL] EOC Agreement shall be read and construed together with the Framework Agreement. In the event of any conflict between this [INSERT NAME OF TRIAL] EOC Agreement and the Framework Agreement, the terms of this [INSERT NAME OF TRIAL] EOC Agreement shall prevail over the

conflicting terms of the Framework Agreement solely in respect of the subject matter of this **[INSERT NAME OF TRIAL]** EOC Agreement.

SIGNED BY

Signature.....

Print Name.....

Designation.....

For and on behalf of *[name of Connection Provider]*

SIGNED BY

Signature.....

Print Name.....

Designation.....

For and on behalf of National Grid Electricity Distribution **[(South West)/(South Wales)/(East Midlands)/(West Midlands)]\*** plc (company number: **02366894/02366985/ 02366923/ 03600574\***) whose registered office is at Avonbank, Feeder Rd, Bristol BS2 0TB (“NGED”)

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\* *delete as appropriate*

\* *delete as appropriate*