

1. These Conditions relate to the design, installation, reinforcement and alteration of NGED's connection equipment (being the equipment and plant which form NGED's electricity distribution system) (the "Connection Equipment") and other related matters (the "Works") at the premises to be connected (the "Premises"). NGED's offer for electricity connection Works (the "Offer") shall comprise the offer letter sent by NGED to the Customer, the Specific Conditions for Connection Works, any Letter of Acceptance or online portal acceptance confirmation and these General Conditions for Connection Works (together with any attachments). For self-quoted alterations, the completed application form, cost calculator and relocation drawing replace the Offer. Once accepted by the Customer, these documents will form NGED's contract with the Customer.

2. NGED shall use its reasonable endeavours to obtain all necessary easements, leases and consents in respect of any adjacent land to the Premises which are necessary to carry out the Works. If NGED is unable to obtain them then it may propose alternative routes for the Works which shall, together with any revised charges, be agreed with the Customer as soon as is reasonably practicable. NGED may, in its discretion, carry out the Works if it has obtained a wayleave to carry out the works in lieu of any easement. The acquiring of a wayleave shall not diminish the duties and obligations on the Customer.

3. The Customer, as owner/ occupier of the Premises, agrees to except and reserve out of the transfer/conveyance/lease to a purchaser/lessee of the Premises full right and liberty for NGED to place electric lines through the Premises and to use the same provided NGED shall make good any damage caused and shall not break open the surface of land covered by a building.

4. The Customer, as owner/occupier of the Premises, agrees to indemnify NGED from and keep NGED fully indemnified against any proceedings, claims, demand, costs, charges and expenses NGED incurs as a result of the Customer's failure to grant or obtain for NGED the appropriate easement or property rights to carry out the Works and/ or install and maintain its plant and apparatus on the Premises.

5. The Offer is open for acceptance for 90 days after which it will automatically expire. The Offer is made on the condition that the works are completed within 90 days of the date acceptance was received by NGED. Should the Works be incomplete after 90 days, NGED reserve the right to terminate or vary this Offer immediately on written notice.

6. NGED may choose, in its discretion, not to start, continue with and/or complete the Works on the agreed date in the below circumstances:

- (a) if the Customer fails to provide suitable and adequate access to the Premises, or has failed to complete any necessary civil works, civil engineering or building work, or if NGED determine (at its sole discretion) that it is not safe to start, continue or complete the Works;
- (b) where there is a distribution system emergency or if the circumstances set out at clause 22 below apply; or
- (c) if all the necessary permissions have not been granted to NGED,

in which event NGED shall agree with the Customer a new Works start and/or completion date. For the avoidance of doubt NGED shall not be in breach of these Conditions due to the circumstances listed in this clause 6. Where NGED have attended site but are unable to start or complete the Works for the reasons set out in 6(a), NGED may charge the Customer an abortive visit fee.

7. In addition to its obligations in clause 6(a) the Customer:
(a) shall, before the time specified for delivery of any of NGED's Connection Equipment to the Premises, obtain all

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

(b) shall provide all accommodation, equipment, buildings, structures, foundations, approaches or work equipment of the quality specified in any special terms for connection specified by NGED;

(c) shall take all steps necessary to ensure the safety of NGED, its employees, contractors and agents while carrying out the Works.

8. The Customer warrants that either it is the owner and/or occupier of, or has legal entitlement to possession of the Premises and that it can fulfill its obligations as set out in these Conditions or it will procure the necessary rights from the landowner for NGED to carry out the Works.

9. If the Customer or a third party prevents NGED from entering the Premises, adjacent land or other land with the result that NGED is unable to carry out the Works, or the Works are suspended on the Customer's instruction for which NGED are not responsible, or due to alterations to the layout of the development, NGED will not be in breach of these Conditions and any additional cost reasonably incurred by NGED in consequence thereof shall be added to the charges set out in the Offer.

10. The property in the Connection Equipment shall remain with NGED unless stated otherwise in the Offer and NGED may use it to connect its other customers.

11. The connection charge is set out in the Offer Letter, and may be subject to change as described in, clause 12 of these Conditions. The connection charge is due on the date the Offer is accepted by the Customer and must be paid within 28 days of becoming due by one of the methods set out in the Offer Letter. NGED shall connect/energise the Works only once the connection charge has been paid.

12. The proposed Works and the connection charge have been assessed on the basis of NGED's current charge-out rates and the information available to NGED or, where relevant, within the 'Click to Connect' tool, at this time, and excludes any necessary additional costs that may arise in carrying out the Works ("Additional Costs") or any additional or adjusted works, where such costs or works were not reasonably foreseeable and/or could not have reasonably been calculated at the time the Offer was made. Any Additional Costs, and any costs for additional or adjusted works, will be payable by the Customer either by way of an adjustment to the connection charge or as an additional charge. In the event that Additional Costs or the need for additional or adjusted works arise, NGED will notify the Customer of this within a reasonable time and will require the Customer to confirm (within such timescale as NGED considers reasonable in the circumstances) whether it consents to the Additional Costs being incurred and/or the additional or adjusted works being undertaken. Where the Customer does not consent to the Additional Costs being incurred and/or the additional or adjusted works being undertaken, or fails to respond within the timescale given, and in the absence of any agreement to the contrary, the Customer shall be deemed to have terminated the Offer in accordance with clause 17, and the termination notice period shall commence on the date on which consent was refused, or on the date on which the notice period for response expired, as applicable. By way of example and without limitation, and unless specifically covered within this Offer, Additional Costs and/or additional or adjusted works may arise out of: overtime payments incurred as a result of any request by the Customer to carry out the Works outside of regular working hours; the availability of the proposed cable/ overhead line routes; compliance with any requirements of a Highway Authority including the Traffic Management Act 2004 and any permit scheme made

thereunder; the diversion of any existing apparatus that is required to allow NGED to make the connection; any requirement to excavate and/or lay cable to an abnormal depth or through rock or other hard substances or in contaminated soil; and updates in network information and changes to the network since production of this Offer.

13. Customers seeking an electrical connection from NGED may be asked for security before work is carried out.

14. NGED will use commercially reasonable endeavours to complete the Works by any specified or requested date, but each such date is to be treated as an estimate only and time shall not be of the essence.

15. A Customer may accept an Offer as set out in the Offer Letter. As soon as reasonably practicable after NGED has received the Customer's acceptance of the Offer, NGED shall agree a date for starting the Works with the Customer.

16. A Customer who is acting as a consumer (meaning 'acting for purposes wholly or mainly outside of their trade, business, craft or profession') may cancel any Offer within 14 days of acceptance without giving any reason ("Cooling-Off Cancellation Right"), subject to the following:

- (a) The Cooling-Off Cancellation Right will expire 14 days from the date on which the Offer is accepted.
- (b) The Customer acknowledges that they may not cancel the Offer if the Works have been fully performed.
- (c) To exercise the right to cancel, the Customer must inform NGED of its decision to cancel by a clear statement (e.g. a letter sent by post, fax or email).
- (d) To meet the cancellation deadline, it is sufficient for the Customer to send their cancellation communication before the cancellation period has expired.
- (e) If the Customer requested NGED to commence the Works during the cancellation period under clause 16 of these Conditions and the Customer subsequently exercises its Cooling-Off Cancellation Right, then the provisions of clauses 19 shall apply.

17. In addition to clause 16, the Customer may terminate the Offer at any time on 14 days' prior written notice to NGED, provided that the Customer has paid all actual costs incurred by NGED in carrying out the Works up to and including the date of termination. Without prejudice to any right or remedy NGED may have against the Customer for breach or non-performance of these Conditions NGED may, by notice in writing, suspend or cancel the Works with immediate effect on or at any time after the happening of any of the following events:

- (a) the Customer commits a breach of these Conditions provided that where such breach is capable of remedy the Customer has been advised in writing of the breach and has not rectified it within 30 days of receipt of such advice.
- (b) (i) the Customer is wound-up or dissolved; (ii) an administration order is made in respect of the Customer or an administrator is appointed under the out-of-court procedure under the Enterprise Act 2002; (iii) a receiver or an administrative receiver is appointed over the Customer, or takes possession or sells by an encumbrance any of the Customer's assets; (iv) an arrangement or composition is made with the Customer's creditors generally; (v) the Customer ceases to do business at any time for 30 consecutive days.
- (c) if NGED is unable for any reason to commence the Works within 2 months from the date of the Customer's acceptance of the Offer.

18. In carrying out the Works, NGED accepts unlimited liability for death or personal injury caused by the negligence of NGED, and liability for physical damage to the Customer's tangible property resulting from NGED's negligence limited to an amount equal to £1,000,000.

19. Where the Customer cancels (or is deemed to have cancelled) the Offer in accordance with clause 17 or clause 16 in circumstances where clause 16(e) applies, or following any termination of the Offer by NGED, then NGED will reimburse all payments received, less any amounts incurred by NGED in carrying out the Works up to the date of termination. Reimbursement will be made within 14 days of the date of termination, using the same means of payment as used for the initial transactions, unless expressly agreed otherwise. The Customer will not incur any fees as a result of the reimbursement.

20. Save as set out in clause 18 NGED will not be liable for:

- (a) any loss or damage to the Customer's property.
- (b) any defect malfunction or otherwise in the Customer's electrical equipment.
- (c) defects in NGED's Connection Equipment and/or NGED's distribution system which are a result of any works having been carried out by the Customer.
- (d) any loss of profit, business, contract, revenues, reputation, customers, use of software or data, computer or other equipment and plant, wasted management/staff time, loss or liabilities in any other contract, goodwill or anticipated savings.
- (e) any special, indirect or consequential loss.
- (f) loss arising from any claim made against the Customer by any other person.

21. NGED shall not be liable for and the Customer shall compensate NGED in full for all liabilities, losses, damages, costs (including all reasonable legal costs), expenses and charges suffered or incurred by NGED arising directly or indirectly out of the Customer's or its employees, contractors and agents breach, negligent performance or failure in performance of the Customer's obligations as set out in the Offer.

22. Neither party shall be liable to carry out any of its obligations under these Conditions to the extent that it is prevented or delayed in doing so due to circumstances beyond its reasonable control.

23. To the extent that any provision of these Conditions is found by any court or competent authority to be invalid, unlawful or unenforceable this will not affect the enforceability of the remainder of the Conditions.

24. No delay by either party in enforcing the provisions of these Conditions shall be deemed a waiver of that party's right to enforce that provision.

25. No person who is not a party to the agreement between the Customer and NGED shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

26. If a dispute arises out of or in connection with the Offer or any contract, the parties agree to try in good faith to resolve the dispute through negotiations between the Customer and NGED's Distribution Manager. Upon such notification of a dispute a meeting must be held between the Customer and the NGED Distribution Manager within 21 days. If NGED are unable to resolve a complaint of the Customer, the Customer will have the right to refer the matter to the Ombudsman Services: Energy for a decision. This is a free and independent dispute resolution service. Should the Customer wish to pursue this route it should contact NGED Complaints Department on 0800 055 6833 or email complaints@nationalgrid.co.uk who will advise of the correct procedure.

27. The parties agree that the Offer will be governed by and construed in accordance with English law and to irrevocably

submit for all purposes to the exclusive jurisdiction of the courts of England and Wales.