

D Brown Building Contractors  
Spalding  
PE12 6JX

Western Power Distribution  
Isaac Newton Way  
Alma Park Industrial Estate  
Grantham  
Lincolnshire  
NG31 9RT  
01476863034  
kbullimore@westernpower.co.uk

**WPD Reference:** 4450513

30th Aug 2022

Dear D Brown Building Contractors

**An Offer for Diversion Works by Western Power Distribution (East Midlands) plc ("WPD") at Brunswick Fields Plots 10 - 180 , Spalding, PE12 9AD**

Thank you for your application requesting an offer for the diversion of WPD's apparatus. I am pleased to provide WPD's formal offer to you to provide the Works.

All capitalised words and expressions used in this Offer Letter shall, unless otherwise defined in this Offer Letter or the context otherwise provides, have the same meaning as set out in the Specific Conditions for Works and the General Conditions for Diversion Works.

The terms and conditions on which WPD will carry out the Works you require are set out in the Specific Conditions for Works and General Conditions for Diversion Works. Please ensure that you read both documents carefully.

### Competition in Connections

Competition in Connections is the term attributed to the opening up of the market for the design, procurement and installation of new assets necessary to accommodate a new or modified electricity connection. If diversion is related to a development site you have the option to appoint an Independent Connection Provider (an "**ICP**") to carry out some of the Works, referred to as the "**Contestable Works**". Any works that can only be undertaken by WPD are referred to as "**Non-Contestable Works**". More information regarding Competition in Connections can be found on our website <http://www.westernpower.co.uk/connections-landing/competition-in-connections/competition-in-connections-code-of-practice> If you want an ICP to undertake any works, a separate offer will be required.

### Provision of the Works

This Works Offer (including the Charge detailed below) is based on WPD undertaking the Non-contestable Works and any Contestable Work detailed in clauses A.3.1 and A.4.1 of the Specific Conditions for Works and the enclosed Customer Breakdown of Charges.

Where you hold the relevant accreditations you will carry out the Contestable Works specified in clause A.5.1 of the Specific Conditions for Works.

**This Offer has been divided into the following sections;**

- A** Specific conditions for works
- B** Milestones
- C** Payment terms
- D** Definitions
- E** Acceptance

**Also included with this offer:**

- Customer breakdown of charges
- Health and Safety Questionnaire
- Plan of Proposed Works

**We are here to help:**



## Charge

The Charge for WPD undertaking the Non-contestable Works and specified Contestable Works is set out below:



**£126,915.51 (ex VAT)    £126,915.51 (inc VAT)**

Please note that the Charge may be adjusted following acceptance of, and as set out in, this Works Offer, including as set out in clause 5 of the General Conditions for Diversion Works.

The Charge excludes any contribution required for affording connection to any new Development.

The following provides an overview of the Works Offer based on WPD's understanding of your requirements.

### Summary of the Works

Dismntle LV, 11kV and 33V overhead lines and replace through deevlopment site with underground cables in trench excavated by the developer. Cable easements and clearances required.

### General Conditions for Diversion Works

As well as the documents enclosed with this Offer Letter, the Works Offer also incorporates and is subject to Version 2 of our General Conditions for Diversion Works. The General Conditions for Diversion Works are a part of the Agreement that is formed between us in accordance with the 'Acceptance' paragraph below. You can view them

here

<https://www.westernpower.co.uk/connections-landing/connection-offers-and-agreements/types-of-connection-offer>  
Alternatively, we can send you a copy on request.

Please take the time to read them as they include important provisions setting out, for example, the circumstances in which you may cancel or WPD may terminate the Works Offer. They also set out details of WPD's limits of its liability to you, as well as definitions of terms used in this document that you may find helpful. We are happy to discuss any element of these conditions with you.

### Data Protection

WPD take data protection very seriously - details of:

- how WPD collects, stores and uses information that identifies individuals ("Personal Information") in connection with its business activities;
- WPD's legal basis is for processing that Personal Information; and
- your rights in relation to your Personal Information, can be found on WPD's privacy policy, which can be viewed here <https://www.westernpower.co.uk/Privacy-Policy.aspx> Alternatively, we can send you a copy on request.

### Acceptance

If you would like to accept this Works Offer please return the following completed documents to WPD at the above address:

- the Acceptance Form;
- the Health and Safety Questionnaire.

Unless otherwise agreed with us in writing this Works Offer will automatically expire if WPD do not receive these documents by 29th Nov 2022.

Once WPD have received the documents set out above, and subject to any provisos set out in the Works Offer, WPD will:

- date the Acceptance Form and send you a copy for your records; and
- invoice you for any payments which are due.

The Agreement between you and WPD shall be formed when we date the Acceptance Form. WPD reserve the right to withdraw the Works Offer on written notice at any time prior to formation of the Agreement. Unless otherwise agreed with WPD in writing, the Agreement shall be on the terms and conditions set out in this Works Offer, and any purported acceptance of the Works Offer containing any variation to these terms shall be invalid.

If the Agreement is terminated by you or by WPD as set out in clause 13.3 of the General Conditions for Diversion Works you will be liable for any reasonable costs incurred by WPD as a result as set out in that clause.

### **Further Information**

If you have any queries or are not satisfied with the terms of this Works Offer and, after discussion, you and I are unable to reach agreement, I hope you will take the opportunity of talking to my manager Ian Brooks. If we still cannot reach an agreement please contact the Complaints Department on 0800 055 6833 or email [complaints@westernpower.co.uk](mailto:complaints@westernpower.co.uk). Our complaints procedure is available on our website [www.westernpower.co.uk](http://www.westernpower.co.uk). If we are unable to resolve your complaint, you will have the right to refer the matter to the independent energy regulator, Ofgem, for a decision.

If you have any questions or wish to discuss any of the above, please do not hesitate to contact me.

**We also wanted to let you know that our name is changing.** From September Western Power Distribution (WPD) will be known as National Grid. You don't need to do anything differently. There won't be any changes to the ways customers can access our services and we're the same people dedicated to bringing power to your local community. Most importantly, our customers should still call 105 to speak to us if there's a power cut. We're working together for a clean, fair and affordable energy future and are now the largest electricity transmission and distribution business in the UK, ready to meet the huge increase in demand for electricity we'll see in the years ahead.

Yours Sincerely,

**Kelly Bullimore**

**Spalding Team**

**Western Power Distribution (East Midlands) plc. Registered in England and Wales No. 3600574**

**Registered Office: Avonbank, Feeder Road, Bristol BS2 0TB**

Important:

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

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

**A.1 - Basis of the Works Offer**

**A.1.1** - WPD proposals are based on the information provided by the Customer below;

New domestic development

**A.1.2** - Without prejudice to any other provision in this Works Offer, if any information relating to the Customer's requirements (including as arising out of the results of any surveys, studies or investigations carried out by the Customer or by WPD), modifies or deviates from, or has any other impact on, the requirements as confirmed to WPD prior to issuance of this Works Offer, then WPD may, at its sole option, terminate (with immediate effect by notice) the Agreement or require a variation to the Agreement, including the Charge.

**A.1.3** - Where WPD requires a variation to the Agreement (including, where relevant, the Charge) WPD shall give notice of such required variation to the Customer and the Agreement shall be deemed to be varied accordingly as from the date of deemed service of such notice. For the avoidance of doubt, clause 14 of the General Conditions for Diversion Works does not apply to any such variation. If the Customer does not accept (in accordance with its terms) or disputes any variation to this Agreement required by WPD as notified to the Customer, then WPD shall have the option to terminate (with immediate effect by notice) the Agreement.

**A.2 - Outline of the Works**

**A.2.1** - The Works Offer is based on WPD undertaking the Non-contestable Works and any Contestable Works specified below:

**A.3 - Non-contestable Works undertaken by WPD**

**A.3.1** - WPD will provide the Proposed Works by performing the following Non-contestable Works:

Dismntle LV, 11kV and 33V overhead lines and replace through deevlopment site with underground cables in trench excavated by the developer. Cable easements and clearances required.

**A.4 - Contestable Works undertaken by WPD**

**A.4.1** - WPD will provide the Proposed Works by performing the following Contestable Works:

N/A

**A.5 - Contestable Works undertaken by the Customer where the relevant authorisations are held**

**A.5.1** - The Customer, shall, at no cost to WPD, undertake the following:

N/A

**A.6 - Customer Works**

Provide sufficient clearance for the 33kV terminal poles and cable easement strip

**A.7 - Excavations and reinstatement**

**A.7.1** - All on site excavation and reinstatement. The programme of on-site excavation must be agreed with WPD. Where required, the Customer shall be responsible for the provision of a stone dust bed around cables to WPD's specification.

**A.7.2** - Excavations, including the provision of any 3mm to dust bedding around cables and blinding material and/or ducting as may be required by WPD and reinstatement shall be carried out to WPD's approved specification. In any event, draw cords shall be incorporated and the ends marked for ease of location. Subject to the clause below, the required trench depths, widths and minimum cover for various cables and circumstances are specified in the following table. Where cables are not required by WPD to be protected in ducting they must be blinded by 75mm of crushed stone dust and approved yellow "electric cable" marker tape laid above.

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

**A.7.3** - Notwithstanding the clause above, when installing cables in agricultural land it is necessary that the cable be laid at sufficient depth to allow for deep ploughing and cultivation. The required depth, as agreed with the National Farmers' Union, is 1000mm for all LV and HV cables.

**A.7.4** - Where the Customer carries out trenchwork in the public highway they must obtain a licence from the relevant Highway Authority and will be responsible for the issue of Street Works Notices. All work, including reinstatement, must comply with the New Roads and Street Works Act 1991.

## A.8 - Safety

**A.8.1** - Any work in the vicinity of WPD equipment must be carried out in a safe manner, including, as a minimum, compliance with the relevant Health and Safety Executive Guidance Notes available from HMSO.

**A.8.2** - In particular:

- GS6 - Avoidance of danger from overhead electric lines.
- HS (G) 47 - Avoiding danger from underground cables.

**A.8.3** - As part of the planning process and before commencement of any site works the Customer should contact WPD's Map Response Team to ascertain the location of any existing WPD apparatus on or in close proximity to the site and to take the necessary precautions to avoid possible danger from that apparatus. The WPD Map Response Team can be contacted on 0121 623 9780 or by email on [WPDMAPRESPONSE@westernpower.co.uk](mailto:WPDMAPRESPONSE@westernpower.co.uk)

## A.9 - Stores

**A.9.1** - Where the Customer wishes WPD to supply any meter cabinets, ducts and/or service tubing (less draw cords) and the cost of these items have not already been included in the Charge, these may be purchased by arrangement with WPD's local stores office. Store locations and can be found on our website via the following link <https://www.westernpower.co.uk/connections-landing/connection-offers-and-agreements/types-of-connection-offer>

**B.1** - A detailed programme of Works has not yet been finalised. The programme will be discussed and agreed following acceptance of the Works Offer and depending on the level of Contestable Works to be undertaken by the Customer. By way of a non-binding indication, a scheme of this nature typically has a timescale of approximately 48 weeks from the date of the Acceptance Form to commencement of the Works.

**B.2** - Notwithstanding that a detailed programme of Works is still to be agreed, this Works Offer is made on the understanding that the following milestones are met by the respective milestone dates:

a detailed programme of works is agreed and the Works are commenced within 3 months from the date of the Acceptance Form (save for in the event that this milestone is missed as a direct result of an act or omission of WPD, other than where such act or omission is due to a Condition Precedent not having been, or continuing to be, satisfied or any other reason outside of WPD's reasonable control or any act, default or omission by the Customer, its employees, agents or sub-contractors or the Customer's breach of the Agreement or any statutory duty), in which case such milestone date shall be extended by such period of time as may be reasonable in the circumstances to take account of the act or omission of WPD; and

the Works are completed within 0 months from the date of the Acceptance Form (save for in the event that this milestone is missed as a direct result of an act or omission of WPD, other than where such act or omission is due to a Condition Precedent not having been, or continuing to be, satisfied or any other reason outside of WPD's reasonable control or any act, default or omission by the Customer, its employees, agents or sub-contractors or the Customer's breach of the Agreement or any statutory duty), in which case such milestone date shall be extended by such period of time as may be reasonable in the circumstances to take account of the act or omission of WPD.

**B.3** - Upon request the Customer shall provide evidence to WPD's satisfaction confirming the progress against each of the milestones and that it has met, or reasonably believes it will meet, each one by the dates specified. If a milestone has not been achieved by the relevant date, or will not be (in WPD's opinion, at its absolute discretion) achieved by the relevant date, WPD shall be entitled, at its absolute discretion, to terminate, with immediate effect by notice, the Agreement or to require a variation to the Agreement, including the Charge and the milestones and milestone dates. Where some progress is being made toward the relevant milestone, WPD may, at its absolute discretion, take account of this fact when considering whether to terminate or vary the Agreement.

**B.4** - Where WPD requires a variation to the Agreement (including, where relevant, the Charge) pursuant to the terms of clause 5.5, WPD shall give notice of such required variation to the Customer and the Agreement shall be deemed to be varied accordingly as from the date of deemed service of such notice. For the avoidance of doubt, clause 14 of the General Conditions for Diversion Works does not apply to variations made pursuant to this clause 5.4. If the Customer does not accept (in accordance with its terms) or disputes any variation to the Agreement required by WPD as notified to the Customer, then WPD shall have the option to terminate (with immediate effect by notice) the Agreement.

**B.5** - The date of completion is dependent upon the Conditions Precedent set out in the General Conditions for Diversion Works being, and (where relevant) continuing to be, satisfied (including no Works Dispute arising or any such Works Dispute being fully resolved and/or settled), Distribution System access, operational constraints, manpower availability, delivery times for cables, switchgear, transformers and other equipment and no Event of Force Majeure and/or a Distribution System emergency arising. Whilst WPD will use commercially reasonable endeavours to meet the Customer's requested completion date, WPD is not able to guarantee a completion date and shall not be liable to the Customer or any Third Party for any delay in the anticipated date or for any related costs, damages, expenses or losses resulting from any delay caused by any of the above mentioned matters.

**C****Payment terms**

**C.1** - Payment of the Charge (which may be further adjusted as set out in this Works Offer, including clause 5 of the General Conditions for Diversion Works) is required following acceptance of this Works Offer.

**C.2** - WPD may invoice the Initial Payment (if any) set out above or (where a single payment is provided for) the entire payment following the Customer's acceptance of this Works Offer and for any other staged payments (where included) based on the timings set out above, which such invoices must be paid by the Customer within 28 days of the date of that invoice.

**C.3** - Without prejudice to any other provision in this Works Offer, WPD shall be under no obligation to commence its Works until the Initial Payment (if any) or (where relevant) the payment set out above has been received.

**D****Definitions**

**D.1** - All capitalised words and expressions used in these Specific Conditions for Works shall, unless otherwise defined in these Specific Conditions for Works or the context otherwise provides, have the same meaning as set out in the Offer Letter and the General Conditions for Diversion Works.

**D.2** - Unless the context otherwise requires, the following words shall have the following meanings:

"Customer" means Miss J Drakard

**E**

## Acceptance

**Please complete Part B and sign Part C of this form and return to:**

Western Power Distribution, Isaac Newton Way, Alma Park Industrial Estate, Grantham, Lincolnshire, NG31 9RT  
FAO: Kelly Bullimore

Or via email to;  
kbullimore@westernpower.co.uk

The Agreement (including the General Conditions for Works) between the Customer and WPD shall be formed when WPD dates Part C of this Acceptance Form

### **Part A: Application Details**

**WPD Ref:** 4450513

**Premises:** Brunswick Fields Plots 10 - 180 , Spalding, PE12 9AD

**Customer:** Miss J Drakard

**Company Number (if appropriate):**

**Customer Address:** Spalding, PE12 6JX

### **Part B: to be completed by the Customer**

I/We the Customer accept the terms of the Works Offer dated 30th Aug 2022 (including the General Conditions for Diversion Works) and wish to proceed on the basis indicated below;

Price pre VAT	VAT	Tick
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**£126,915.5**

**0%**



Please indicate your method of payment below;



**Cheque**

Please make cheques payable to **Western Power Distribution** and quote the WPD reference on the back



**Debit/Credit Card**

Please call our 24/7 secure automated phoneline on **0330 0080 449**. You can pay by Visa, MasterCard or Maestro credit/debit card. Alternatively visit [www.westernpower.co.uk](http://www.westernpower.co.uk) and use the QuickPay feature



**BACS/CHAPS**

Sort Code: **40-14-13** Account Number: **22410923** Please include the **WPD Reference** so we know which job is being paid

### **Part C: to be completed by the Customer and countersigned by WPD**

I/We the Customer accept the terms of the Works Offer dated 30th Aug 2022 (including the General Conditions for Diversion Works).

I/We the Customer accept responsibility for any reasonable costs the WPD may incur as a result of any termination in accordance with clause 13.3 of the General Conditions for Diversion Works.

**Signed.....** **Full Name.....**  
For and on behalf of the customer (NOTE THAT THIS MUST BE SIGNED BY AN AUTHORISED PERSON)

**Designation.....**

To be completed by Western Power Distribution:

**Signed.....** **Dated.....**  
For and on behalf of Western Power Distribution (East Midlands) plc  
Registered Office: Avonbank, Feeder Road, Bristol BS2 0TB