

Miss J Drakard
D Brown Building Contractors Ltd,
Browns Yard,
Seas End Road
Moulton Seas End
Spalding,
PE12 6JX

Western Power Distribution
Isaac Newton Way
Alma Park Industrial Estate
GRANTHAM
Lincolnshire
NG31 9RT

Tel: 01476863034
e-mail:
kbullimore@westernpower.co.uk

Your Ref:

NGED Ref:

4349258

Date:

20/09/2022

Dear Miss J Drakard

A Connection Offer for electricity connection works by National Grid Electricity Distribution (East Midlands) plc (“NGED”) at Brunswick Fields Seagate Road Long Sutton Spalding, PE12 9AD

Thank you for your application requesting a connection offer for a new electricity connection at the Premises. I am pleased to provide NGED’s formal offer to you to provide the Proposed Connection(s) and/or, (as relevant) the Proposed Infrastructure offer for the reservation of capacity for a development at the Premises.

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 Connections Works and the General Conditions for Connection Works.

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

NGED’s offer (the “**Connection Offer**”) is made pursuant to and in accordance with the provisions of NGED’s Distribution Licence and is comprised of the following documents:

- this offer letter (the “**Offer Letter**”);
- the Specific Conditions for Connection Works;
- the General Conditions for Connection Works dated September 2022 (a copy of which can be found at www.connections.nationalgrid.co.uk/types-of-connection-offer or provided on request);
- Plan 4349258 dated 20/09/2022 showing WPD’s existing Distribution System, Point of Connection location and Premises;
- a Customer Breakdown of Charges;

- the Acceptance Form, to be signed and returned by you;
- a Health and Safety Questionnaire to be completed by you; and
- a Cost of Legal Fees Statement.

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

Summary of the electricity connection requirements

171 gas heated dwellings no disturbing loads

This scheme is dependent upon scheme ref 4450513 for the diversionary works to be accepted and completed alongside this scheme.

Scheme is subject to Earthing Study – additional costs may be required.

Subject to sufficient clearances being maintained.

Summary of the electricity reinforcement required

None

The Proposed Connection will be temporary and available for a period not exceeding five years from the date of Energisation.

The terms and conditions on which NGED will carry out the Connection Works you require, permit the Proposed Connection(s) and/or (where relevant) on which capacity will be reserved to you are set out in the Specific Conditions for Connection Works and General Conditions for Connection Works. Please ensure that you read both documents carefully.

Competition in Connections and the Connection Charge

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. You have the option to appoint an Independent Connection Provider (an “ICP”) to carry out some of the Connection Works, referred to as the **“Contestable Connection Works”**. Any Connection Works that can only be undertaken by NGED are referred to as **“Non-contestable Connection Works”**.

This Connection Offer contains two options for completing the Connection Works, **Option 1** and **Option 2**. These options are mutually exclusive and you may only accept one of them.

If you want NGED to undertake both the Non-contestable Connection Works and the Contestable Connection Works you should accept **Option 1**. If you want NGED to undertake only the Non-contestable

Connection Works you should accept **Option 2**. The Connection Charges for **Option 1** and **Option 2** are set out below:

		Price excluding VAT	Price including VAT
Option 1	NGED undertakes all the Non-contestable and Contestable Connection Works.	£497,672.12	£497,672.12
Option 2	NGED undertakes only the Non-contestable Connection Works and an ICP undertakes the Contestable Works.	£8,731.91	£10,478.16

Please note that the Connection Charge may be adjusted following acceptance of, and as set out in, this Connection Offer, including as set out in clause 6 of the General Conditions for Connection Works.

Unless otherwise specified the terms and conditions set out in this Connection Offer shall apply equally to both options.

Please note that, in accordance with the Electricity (Connection Offer Expenses) Regulations 2018, you will be charged for the time we have spent preparing this Connection Offer.

The charge covers the costs we have reasonably incurred when assessing the impacts of the proposed connection on the distribution/transmission system, designing the connection (including any reinforcement works) and preparing the Connection Offer.

The charge payable is shown on the enclosed Customer Breakdown of Charges under the heading 'Assessment & Design'. An invoice has been sent to you in accordance with the notification sent previously and you are required to make payment within 28 days of the date of the invoice.

A description of the Non-contestable Connection Works and Contestable Connection Works is provided in clauses 3.2 and 3.3 of the Specific Conditions for Connection Works. The enclosed Customer Breakdown of Charges also provides further detail.

If you accept Option 2, you (or your appointed ICP) will undertake the Contestable Connection Works specified in clause 3.3.3 of the Specific Conditions for Connection Works.

A description of the Non-contestable Connection Works and Contestable Connection Works is provided in clauses 3.2 and 3.3 of the Specific Conditions for Connection Works. The enclosed Customer Breakdown of Charges also provides further detail.

If you accept Option 2, you (or your appointed ICP) will undertake the Contestable Connection Works specified in clause 3.3.3 of the Specific Conditions for Connection Works.

The enclosed guide provides further explanation on Competition in Connections. If you wish to discuss the options available to you please do not hesitate to contact me.

General Conditions for Connection Works

As well as the documents enclosed with this Offer Letter, the Connection Offer also incorporates and is subject to Version 7 September 2022 of our General Conditions for Connection Works. The General Conditions for Connection Works are a part of the Agreement that is formed between us in accordance with the 'Acceptance' paragraph below. You can view them here www.connections.nationalgrid.co.uk/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 NGED may terminate the Connection Offer. They also set out details of NGED'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

NGED take data protection very seriously – details of:

- how NGED collects, stores and uses information that identifies individuals ("Personal Information") in connection with its business activities;
- NGED's legal basis is for processing that Personal Information; and
- your rights in relation to your Personal Information,

can be found on NGED's privacy policy, which can be viewed here <https://www.nationalgrid.co.uk/Privacy-Policy.aspx>. Alternatively, we can send you a copy on request.

Acceptance

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

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

Unless otherwise agreed with us in writing this Connection Offer will automatically expire if NGED do not receive these documents by 19/12/2022

Once NGED have received the documents set out above, subject to any provisos set out in the Connection Offer, NGED 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 NGED shall be formed when we date the Acceptance Form. NGED reserve the right to withdraw the Connection Offer on written notice at any time prior to formation of the Agreement including, where we have previously notified you of the case, where payment of the Assessment & Design fees is not made by the due date set out in that notice and related invoice. Unless otherwise agreed with NGED in writing, the Agreement shall be on the terms and conditions set out in this Connection Offer, and any purported acceptance of the Connection Offer containing any variation to these terms shall be invalid.

If the Agreement is terminated by you or by NGED as set out in clause 13.3 of the General Conditions for Connection Works you will be liable for any reasonable costs incurred by NGED as a result as set out in that clause. You may also be liable for an NGESO cancellation charge as set out in the clause headed 'Pass-Through of NGESO requirements' in the Specific Conditions for Connection Works.

Interactivity

If NGED receives a separate application for a connection which makes use of the same part of our **Existing Network**, or **Committed Network** as the proposed development and, due to network constraints and the amount of capacity available on the Distribution System, NGED determines that it cannot accommodate the proposed development and the new connection without a material impact on the terms of the connection offers made (including, for example, an increase in the connection charge to account for additional reinforcement works) this Connection Offer may become “Interactive”. If NGED becomes aware that this Connection Offer might become interactive, NGED will, where possible, send you a **Notice of Potential Interactivity**.

If this Connection Offer does become interactive, NGED will send you a **Notice of Interactivity** which will confirm that this Connection Offer is interactive, provide details of any changes to the terms of the Connection Offer and inform you of any revised process for accepting your offer.

Because of the order in which your application was received by NGED, if your Connection Offer does become interactive, your application will take priority and, provided you accept the Connection Offer before the end of the period for acceptance in accordance with the terms of the Connection Offer (as may be amended and varied by a **Notice of Interactivity**), then your Connection Offer will not be conditional upon whether any other applicants accept any **Interactive Connection Offers** issued to them.

Note that if there are more than 30 days of the existing acceptance period for your Connection Offer remaining from the date of any **Notice of Interactivity**, your acceptance period will be reduced to 30 days from the date of the notice.

If you receive a **Notice of Interactivity** and there are 30 days or less of the existing acceptance period for your Connection Offer remaining, the existing acceptance period will continue to apply.

Where a **Notice of Interactivity** is issued, NGED will not grant an extension to any period for acceptance of your Connection Offer under any circumstances.

It is important to note that, if you do receive a **Notice of Interactivity**, in addition to any changes that this will result in to your acceptance date, your acceptance will also be conditional upon payment (in cleared funds and notwithstanding any other provision of this Connection Offer or as set out on any invoice) of the Initial Payment (if any) set out in Clause 3 of the Specific Conditions for Connection Works or (where a single payment is provided for in Clause 3) the entire Connection Charge by the expiry of the acceptance period. You will also need to sign and return the acceptance form enclosed with such **Notice of Interactivity** for your acceptance to be valid.

Further information in relation to interactivity (including the meaning of the emboldened terms used in this section) is set out in NGED's Interactivity Process Guide, which is available from NGED's website www.nationalgrid.co.uk.

Further Information

If you have any queries or are not satisfied with the terms of this Connection Offer and, after discussion, you and I are unable to reach agreement, I hope you will take the opportunity of talking to my manager: . If, following discussion with , we still cannot reach an agreement please contact the Complaints Department on 0800 055 6833 or email complaints@nationalgrid.co.uk. Our complaints procedure is available on our website <https://nationalgrid.co.uk/Contact-us/Complaints.aspx>. 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.

Yours sincerely,

Kelly Bullimore
Spalding

Western Power Distribution (East Midlands) plc Registered in England and Wales No. 2366923
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 Connection Offer belong to and remain with NGED and shall not be used or disclosed by the Customer or any other person without NGED's written consent.

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

NATIONAL GRID ELECTRICITY DISTRIBUTION (“NGED”) SPECIFIC CONDITIONS FOR CONNECTION WORKS

1. Definitions

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

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

“Customer” means Miss J Drakard

“Maximum Export Capacity” means the maximum export capacity set out in clause 2.2.1.

“Maximum Import Capacity” means the maximum import capacity set out in clause 2.2.1.

2. Basis of the Connection Offer

2.1 Proposed development

2.1.1 NGED understands that, based on current information provided by the Customer, including within the Customer’s connection application, the proposed Customer’s proposed development will comprise of the following:-

- 171 Connections with a combined total capacity of 1228 kVA

2.2 Proposed Connection(s)

Supply Specification for the Proposed Connection(s)

2.2.1	The characteristics of the Proposed Connection(s) will be:
	Nominal Voltage at Connection Point
	230 Volts
	No of Phases
	Single Phase
	Nominal Frequency
	50 Hz
	Maximum Export Capacity
	0 kVA
	Maximum Import Capacity
	1228 kVA total for 171 plots
	Earth Provided by NGED for Customer’s Use:
	PME / TN-C-S
	External Earth Loop Impedance
	Not Exceeding 0.47 Ohms
	Maximum Prospective Short Circuit Current
	19.6 kA
	Acceptable Power Factor for Export Capacity
	0.95 with a reactive power tolerance of +/- kVAr

Acceptable Power Factor for Import Capacity	0.95 lag to unity with a reactive power tolerance of +/- kVAr
---	--

- 2.2.2 Where the Proposed Connection(s) is provided in two or more phases the Customer's load shall, as far as is reasonably practical, be balanced.
- 2.2.3 The Maximum Import Capacity and Maximum Export Capacity means the maximum power in kilovolt amperes (kVA) which has been requested by the Customer and which NGED is prepared to make available. NGED accepts no obligation to provide capacity in excess of this. Further information is provided in NGED's Statement of Methodology and Charges for Connection.

2.3 Point of Connection

The Point of Connection to NGED's existing Distribution System will be 11kV pole termination at pole 91LSD12 grid ref 543574, 321997 POC1) and 11kV pole termination at pole 9LSD17 grid ref 544117, 321896

2.4 Connection Point

The Connection Point will be the outgoing terminals of the Company's fused cut out. It will be the Customer's responsibility to provide and maintain the Customer's Installation beyond the Connection Point in conformity with any regulations and orders for the use of electricity on the Premises.

2.5 Network Constraints

- 2.5.1 Whilst NGED will endeavour to minimise any disruption, NGED does not guarantee that the Customer will be able to import or export electricity through the Connection Point at all times. The Connection Point may be de-energised, or a Customer's import reduced (including to zero) as set out in the Connection Agreement, including for the reasons set out in the National Terms of Connection (as amended from time to time and as incorporated into the Connection Agreement) or in the event of abnormal network running conditions (including as a result of network outages or communications system failures).

3.

Outline of the Connection Works

- 3.1 This Connection Offer provides the Customer with two mutually exclusive options for the Connection Work.

3.1.1 OPTION 1

The first option for the Connection work is for NGED to undertake both the Non-Contestable and the Contestable Connection Works.

Non-contestable Connection Works undertaken by NGED

- 3.1.2 NGED will provide the Proposed Connection(s) by performing the following Non-contestable Connection Works:
- Admin and Design Fees (non-refundable)
 - 11kV Pole terminations (POC1 and POC2)

- 11kV switching
- Relocate ABSD

Contestable Connection Works undertaken by NGED

3.1.3 NGED will provide the Proposed Connection(s) by performing the following Contestable Connection Works:

- Supply and lay 11kV cable
- WPD to provide all off site excavation and reinstatement
- Supply and install 500kVA Package Substation and 800kVA Package Substation
- Install plinths and GRP Housings
- Earthing Study Required plus Earthing
- Permits
- Supply and install LV mains cable through site and supply and install 171 x 3phase services fused at single phase
- Legals for substation and cables plus wayleaves. Please note additional solicitor fees will be required not included in the offer.

Payment of the Connection Charge

3.1.4 Payment of the Connection Charge (which may be further adjusted as set out in this Connection Offer, including clause 6 of the General Conditions for Connection Works) shall be made in staged payments. Payment amounts (excluding VAT) and timings are as follows:-

Initial Payment	£2,939.00
Final Payment prior to Energisation	£494,574.68
Total Payment excluding VAT	£497,672.12

VAT rate = 0%

If we haven't previously notified you, you will be required to pay the Initial Payment for the Assessment & Design Fees on acceptance of this Connection Offer.

Unless otherwise notified, NGED 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 Connection Offer and for any other payments 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.

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

3.2 OPTION 2

The second option for the Connection Work is for NGED to undertake only the Non contestable Connection Works.

Non-contestable Connection Works undertaken by NGED

3.2.1 NGED will provide the Proposed Connection(s) by performing the following Non-contestable

Connection Works:

- Design and Design Approval Fees (non-refundable)
- 11kV Pole terminations (POC1 and POC2)
 - 11kV switching
 - Relocate ABSD

Contestable Connection Works undertaken by NGED

- 3.2.2 NGED will provide the Proposed Connection(s) and/or Proposed Infrastructure by performing the following Contestable Connection Works:

None

Contestable Connection Works undertaken by the Customer or the Customer's appointed Connection Provider

- 3.2.3 The Customer or the Customer's appointed Connection Provider, shall, at no cost to NGED, undertake the following:
- design and construct the Contestable Connection Works from the Point of Connection.
 - Where NGED is to adopt any of the Contestable Connection Works, arrange legal documentation (wayleave, easement, lease or transfer as applicable to the site and NGED policy) to be completed in NGED's name prior to adoption of the equipment by NGED
 - Highways Permits

Payment of the Connection Charge

- 3.2.4 Payment of the Connection Charge (which may be further adjusted as set out in this Connection Offer, including clause 6 of the General Conditions for Connection Works) is required on acceptance of this Connection Offer. [Click or tap here to enter text.](#)
- 3.2.5 Where we have previously notified you of the case, payment of the Assessment & Design Fees is now due and we will invoice you for the sum shown as the Initial Payment (if any) above on acceptance of this Connection Offer. If we haven't previously notified you, you will be required to pay the Initial Payment for the Assessment & Design Fees on acceptance of this Connection Offer. If we haven't previously notified you, you will be required to pay the Initial Payment of the Assessment & Design Fees on acceptance of this Connection Offer.
- 3.2.6 Unless otherwise notified, NGED may invoice the Initial Payment (if any) or (where a single payment is provided for) the entire payment set out above following the Customer's acceptance of this Connection Offer and for any other payments 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..
- 3.2.7 Without prejudice to any other provision in this Connection Offer, NGED shall be under no obligation to commence its Connection Works until the Initial Payment (if any) or (where relevant) the payment set out above has been received.

Design Approval

- 3.3 The Customer (or their Connection Provider) is required to provide NGED with all information relating to the design of its or their Contestable Connection Works in order to confirm suitability for Adoption by NGED. NGED require a (single) full and comprehensive design submission for the Customer's / Connection Provider's Contestable Connection Assets (including, without limitation plant, equipment and cables/lines) which are to be Adopted by NGED. Part or incomplete designs will not be accepted as a valid design submission. Where NGED does not consider the submission to be full and comprehensive, NGED will inform the Customer / Connection Provider that the submission has been rejected.
- 3.4 The Customer should refer to and comply with the requirements laid out under NGED'S appropriate design guides for switchgear and associated equipment. A copy of the appropriate design guides and other design specification information is available on request or on the NGED Technical Information Website.
- 3.5 Where reasonably practicable the design submission shall be in electronic format. On receipt of a full design submission, NGED will either provide confirmation of approval or an explanation for rejection within 10 Business Days of receipt of the design (20 Business Days where EHV works are required). Where the design submission is rejected NGED may levy additional charges for considering subsequent design submissions.

Inspections

- 3.6 NGED will undertake inspections of the Customer's / Connection Provider's Contestable Connection Works. The number of inspections required has been calculated on the basis of the number of visits NGED anticipates it will make for a connection of this type and size. Inspections are primarily non-chargeable. Charges will apply for any necessary re-visit following failure. The Customer will be required to pay for each additional inspection at the rates set out within NGED's Statement of Methodology & Charges.

Adoption Agreement

- 3.7 Where the Customer (or the Customer's appointed Connection Provider) wishes to provide some or all the Contestable Connection Work they must first provide such evidence as NGED may reasonably require that the Customer (or their Connection Provider) has the necessary competence and experience to carry out the work properly and safely by providing evidence of appropriate accreditation under the Lloyds Registration scheme. For further information reference should be made to www.lr.org
- 3.8 The Customer (or their appointed Connection Provider) must comply with all appropriate legislation, national standards, technical/engineering recommendations, NGED specifications for design, planning, materials, installation and recording of the Contestable Connection Works. Further information is available on request and via the NGED Technical Information Site.
- 3.9 The Customer (or the Customer's appointed Connection Provider for the Contestable Connection Works, when applicable) must, prior to commencement of any Connection Works, enter into NGED's Framework Network Access and Adoption Agreement, which sets out the terms and conditions upon which NGED shall Adopt the assets installed by the Customer (or the Customer's appointed Connection Provider). NGED will (upon submission of the Customer's (or their appointed Connection Provider's) design) issue a site specific agreement pursuant to the Framework Network Access and Adoption Agreement to the Customer (or their appointed Connection Provider) in respect of the Proposed Connection(s) for signature.

The following terms and conditions apply to both Options 1 and Options 2

4. Customer Works

4.1 The Customer shall provide and install, at no cost to NGED, the following:-

- Supply and install three phase meter boxes, alkathene tubing for services
- Supply and install ducting for mains road crossings on site
- Provide all on site excavation and reinstatement

4.2 Excavations and reinstatement

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

4.2.2 Excavations, including the provision of any 3mm to dust bedding around cables and blinding material and/or ducting as may be required by NGED and reinstatement shall be carried out to NGED'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 NGED 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
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

4.2.3 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.

4.2.4 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.

4.2.5 **Service tubing**

The Customer will install suitable 50mm internal diameter NGED approved tubing from each service position to the footpath or verge etc. as shown on the plan. A 50mm Slow Bend Entry should be installed at the meter position. A draw cord must be incorporated and the end marked for ease of location. There must be a minimum of 520mm cover in roadways and 450mm cover in pavements and private land.

5. **Customer Installation and Proposed Connection(s)**

- 5.1 The Customer shall be required to confirm full and final details of the Proposed Connection(s) and Customer Installation, including the electrical layout, provisions for protection and electrical parameters of the Customer's Installation, prior to commencement of any Connection Works by NGED or as otherwise required by NGED.
- 5.2 Without prejudice to any other provision in this Connection Offer, if the final detail of the Proposed Connection(s) and Customer Installation (including where confirmed to NGED pursuant to the clause above or otherwise or arising out of the results of any surveys, studies or investigations carried out by the Customer or by NGED) , modifies or deviates from, or have any other impact on, the physical or electrical characteristics of, the Proposed Connection(s) as confirmed to NGED prior to issuance of this Connection Offer, including where any additional works are identified as being required:
 - (a) in respect of any earthing pursuant to the clause headed 'Earthing' below
 - (b) in respect of any system protection pursuant to the clause headed 'System Protection' below,

NGED may, at its sole option, terminate (with immediate effect by notice) the Agreement or require a variation to the Agreement, including the Connection Charge or for this Connection Offer to be reissued. Where NGED requires a variation to the Agreement (including, where relevant, the Connection Charge) NGED 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 Connection 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 NGED as notified to the Customer, then NGED shall have the option to terminate (with immediate effect by notice) the Agreement.

Where NGED requires this Connection Offer to be reissued, NGED shall give notice of such requirement to the Customer and, provided that the Customer re-applies within [twenty-eight (28) days] of the date of such notification, NGED shall issue a renewed offer for any outstanding Connection Works on the basis of the Customer's original application date and incorporating any allowable changes requested by the Customer, which may be on different terms and/or for a different charge as set out in this Agreement, including to take account of any new milestones and milestone dates. If the Customer does not re-apply within the required time periods, then NGED shall have the option to terminate (with immediate effect by notice) this Agreement.

- 5.3 Once final details of the Proposed Connection(s) and Customer Installation have been confirmed to NGED these shall be deemed to be included in this Agreement and any change to these will constitute a variation to which clause 14 of the General Conditions for Connection

Works shall apply.

- 5.4 The Customer shall ensure that any voltage fluctuation or unbalance and harmonics caused by any of its electrical equipment or apparatus at or connected to the Customer's Installation does not exceed the levels laid down in National Engineering Recommendations P28, P29 and G5/5, as amended, and if appropriate, as modified by NGED.
- P28 covers 'Planning limits for voltage fluctuations caused by industrial, commercial and domestic equipment in the United Kingdom'
 - P29 covers 'Planning limits for voltage unbalance in the United Kingdom'
 - G5/5 sets down the 'Limits for harmonics in the United Kingdom supply system'
- 5.5 The short-term flicker severity, P_{st} , as defined in Engineering Recommendation P28, caused by the Customer's Installation shall be limited to 0.5 at the point of common coupling. The Customer's Installation shall be designed such that it is possible, if so required, to introduce sequential switching to ensure a minimum period between each operation that causes voltage change consistent with the above flicker limit; examples include switching of each transformer, switching of load etc. The magnitude of the voltage change caused by the operation of the Customer's Installation shall be limited to 3% for events no more frequent than once every 10 minutes; for infrequent events, no more frequent than once per three months, this value is increased to 6%; for very infrequent events, no more frequent than once per year, this value is increased to 10%.
- 5.6 Where appropriate, NGED may define harmonic limitations that take account of the multiple connection applications to the same part of the Distribution System to give equitable treatment for all. This means that the Customer may be allocated a portion of the margin between background level and planning level as set out in G5/5, rather than allowing one connection to take the whole margin.
- 5.7 NGED will not Energise the Customer's Installation or (as relevant) complete an amended Connection Agreement until NGED is satisfied the requirements of G5/5 and P28 are met and any required mitigation put in place. The Customer's choice of equipment may influence the need for mitigation significantly (e.g. harmonic emissions produced by equipment with a similar function can vary substantially with some makes/models being cleaner than others). If requested by the Customer, NGED will undertake Stage 2 power quality assessments under G5/5 and P28 following acceptance by the Customer of this Connection Offer.
- 5.8 The Customer shall not connect any electrical equipment that may adversely affect the supply of electricity to others and/or cause disturbance outside of acceptable limits to the Distribution System without NGED's previous written consent, which will not be unreasonably delayed or withheld. Such equipment includes motors, welders, furnaces, high power appliances, convertors (e.g. rectifiers, switch mode power supplies, uninterruptible power supplies, battery chargers, high-frequency induction furnaces and variable speed drives), regulators (e.g. AC heating and lighting controls) and other equipment with non-linear voltage/current characteristics (e.g. arc welders and arc furnaces). Consent may be granted for equipment subject to specified operating restrictions required by NGED. NGED may base any consent upon estimating the disturbance caused by the proposed equipment (which cannot be precisely determined in advance) and taking a risk-based approach to the likelihood of complaint. Given this it may be that, after the installation of any electrical equipment is complete, the disturbance levels are determined to be unacceptable, and/or complaints are received that are attributable to the Customer's equipment. NGED may de-energise the Connection Point or curtail the Customer's import / export (including to zero). The Customer

shall be liable for the costs of any remedial action required as a result of any electrical equipment which the Customer connects (including to the Customer's Installation and/or the Distribution System).

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

6. **Milestones**

- 6.1 A detailed programme of Connection Works has not yet been finalised. The programme will be discussed and agreed following acceptance of the Connection Offer and depending on the level of Contestable Connection 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 24 week(s) from the date of the Acceptance Form to commencement of the Connection Works.
- 6.2 Notwithstanding that a detailed programme of Connection Works is still to be agreed, this Connection Offer is made on the understanding that the following milestones are met by the respective milestone dates:
- 6.2.1 A detailed programme of works is agreed and the Connection Works are commenced within six (6) month(s) from the date planning permission has been granted for the Customer's Installation and the Connection Works or from the date of the Acceptance Form, whichever is the later, save for in the event that this milestone is missed as a direct result of an act or omission of NGED (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 NGED'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 NGED; and
- 6.2.2 (As relevant) the Connection Works are undertaken in line with the programme of works and completed, the Connection Point(s) Energised and/or a new/varied Connection Agreement entered into within 0 Year(s) and 11 Month(s) from the date of commencement of the Connection Works save for in the event that this milestone is missed as a direct result of an act or omission of NGED (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 NGED'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 NGED.
- 6.2.3 Upon request the Customer shall provide evidence to NGED's satisfaction confirming the progress against each of the milestones and (where relevant) the programme of works. If
- a a milestone has not been achieved by the relevant date, or will not be (in NGED's reasonable opinion) achieved by the relevant date; or
 - b construction of the Connection Works and/or Customer's Installation is abandoned at any time, which shall mean that no such works have been undertaken for a [continuous] period of twelve (12) months (save for in the event that such abandonment is a direct result of an act or omission of NGED (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 NGED'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 timescales shall be extended by

- such period of time as may be reasonable in the circumstances to take account of the act or omission of NGED); or
- c (the Customer is not (in NGED's reasonable opinion) materially progressing the Connection Works in line with the programme of works

NGED shall be entitled, at its absolute discretion, to terminate, with immediate effect by notice, the Agreement or to require a variation to the Agreement or for this Connection Offer to be reissued (incorporating any allowable changes requested by the Customer) for any outstanding Connection Works. Where some progress is being made toward the relevant milestone, NGED will take account of this fact when considering whether to terminate or vary the Agreement or require for this Connection Offer to be reissued.

- 6.3 Where NGED requires a variation to the Agreement (including, where relevant, the milestones, milestone dates and/or Connection Charge) pursuant to the terms of the clause above, NGED 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 Connection Works does not apply to variations made pursuant to this clause. If the Customer does not accept (in accordance with its terms) or disputes any variation to the Agreement required by NGED as notified to the Customer, then NGED shall have the option to terminate (with immediate effect by notice) the Agreement.
- 6.4 Notwithstanding any date for completion of the Connection Works, and without prejudice to NGED's rights under clause above, NGED reserves the right to require this Connection Offer to be reissued for any outstanding Connection Works at any time at least twelve (12) months from the date of commencement of the Connection Works where the Customer has progressed the Connection Works in line with the programme of works and notwithstanding that any milestones have been achieved by the relevant milestone date, provided that NGED may not require this Connection Offer to be reissued pursuant to this clause 6.5 more than once every twelve (12) months.
- 6.5 Where NGED requires this Connection Offer to be reissued pursuant to clauses above, NGED shall give notice of such requirement to the Customer and, provided that the Customer re-applies within [twenty-eight (28) days] of the date of such notification, NGED shall issue a renewed offer for any outstanding Connection Works on the basis of the Customer's original application date and incorporating any allowable changes requested by the Customer, which may be on different terms and/or for a different charge as set out in this Agreement, including to take account of any new milestones and milestone dates. If the Customer does not re-apply within the required time periods, then NGED shall have the option to terminate (with immediate effect by notice) this Agreement.

The date of Energisation (where relevant) and/or completing a new / varied Connection Agreement is dependent upon the Conditions Precedent set out in the General Conditions for Connection Works being, and (where relevant) continuing to be, satisfied (including no Connection Works Dispute arising or any such Connection 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 NGED will use commercially reasonable endeavours to meet the Customer's requested timescales, NGED is not able to guarantee any particular date and shall not be liable to the Customer or any Third Party for any delay in the anticipated date for Energisation (where relevant) and/or completing a new / varied Connection Agreement or for any related costs, damages, expenses or losses resulting

from any delay caused by any of the above mentioned matters.

7. **Safety**

- 7.1 Any work in the vicinity of NGED 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.
- 7.2 In particular:
- GS6 – Avoidance of danger from overhead electric lines.
 - HS(G)47 - Avoiding danger from underground cables.

As part of the planning process and before commencement of any site works the Customer should contact NGED's Map Response Team to ascertain the location of any existing NGED apparatus on or in close proximity to the site and to take the necessary precautions to avoid possible danger from that apparatus. The NGED Map Response Team can be contacted on 0121 623 9780 or by email on NGEDMapResponse@nationalgrid.co.uk

8. **System Protection**

- 8.1 It is a condition to Energisation, and the Customer's responsibility, to ensure that:
- 8.1.1 there shall be no electrical interconnection between the proposed new electricity connection and any existing connection at the Premises.
- 8.2 The proposed NGED-owned 230 Volts metered circuit breaker at the Connection Point substation shall have installed as standard overcurrent and earth fault protection. In addition, depending on Distribution System configuration and operational conditions there may be a requirement for additional protection inter-tripping to be installed. NGED shall provide the Customer with details of the protection settings employed at the metering circuit breakers. It is the Customer's responsibility to ensure that these settings provide adequate protection of the Customer's Installation.
- 8.3 To ensure compliance with the Electricity, Safety, Quality & Continuity Regulations 2002 (as amended) the Customer shall ensure their equipment and installation is adequately protected, both mechanically and electrically.
- 8.4 The Customer shall be responsible for the costs of any communication channels required for telecontrol, protection and operational inter-tripping.
- 8.5 Please note, all protection requirements shall be agreed with NGED prior to installation.

9. **Earthing**

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

- 9.2 The detailed requirements for the earthing and bonding at telecommunication stations are specified in the ENA Engineering Recommendation G12, as amended. The installation shall comply with these requirements in full.
- 9.3 Where the site is classified as 'hot' (as defined in ENA Engineering Recommendation S36), the Customer shall ensure that:
- there is adequate segregation between HV and LV earthing systems
 - there is adequate segregation between NGED's HV switchgear and the Customer's transformer / LV system / PV panels.
 - a NGED approved isolation transformer for the LV supply within the switch room / enclosure is provided by the developer.
 - adequate isolation equipment in the signal cables between NGED's control panel and the Customer's Installation.

10. **Substation Enclosures**

- 10.1 Without prejudice to the generality of Clause 3 of the General Conditions for Connection Works, the Customer will procure for or provide to NGED the right to use part of the building at the Premises, which is suitable in NGED's opinion at its absolute discretion, for NGED's substation and will grant NGED the right to install, sit, lay, use, repair, replace, renew, add to, improve, alter, maintain and remove all Connection Equipment and the substation site for £1.00). In addition, the Customer will provide and maintain adequate lighting, heating, and ventilation for, and safe, full, free and unobstructed 24 hour access to and from the Connection Equipment and the substation site for all purposes connected with its use.

Appointing a Supplier / Meter Operator

- 10.2 Before a supply of electricity can be imported or exported through the new connection the Customer must ensure an electricity supplier is appointed and has registered in accordance with electricity trading arrangements. For a list of licensed suppliers please visit the Ofgem website, www.ofgem.gov.uk/Licensing.
- 10.3 Prior to connection, NGED will provide the Customer with an import and, where relevant, export supply number for the new electricity connection. The Customer will need to quote the supply number(s) to the electricity supplier of their choice in order to arrange an electricity supply. If the supplier fails to register the supply number NGED will be unable to Energise the connection.
- 10.4 For connections with a maximum demand above 100kW and a generation capability above 30kW, half hourly metering is mandatory. The Customer's appointed supplier may arrange for a meter operator to install half hourly metering or the Customer to appoint their meter operator directly.
- 10.5 A list of meter operators can be obtained from the Association of Meter Operators, www.meteroperators.org.uk. It will be necessary for the Customer to ensure in conjunction with the meter operator, that suitable metering exists/is installed for the required level of import/export capacity.

11. **Connection Agreement**

- 11.1 Prior to Energisation of the Customer's Installation or (as applicable) utilisation of capacity in respect of an augmented connection the Customer or, where relevant, an end user of the Proposed Connection, must enter into a new or (as appropriate) varied written Connection Agreement with NGED.
- 11.2 The new or varied Connection Agreement entered into will govern the terms and conditions under which the Customer's Installation may be connected (and remain connected) to NGED's Distribution System. The Connection Agreement is based on an industry standard and the terms and conditions contained therein are largely non-negotiable. Any request to amend the Connection Agreement will require a referral for legal advice and the Customer shall be responsible for costs incurred by NGED regardless of whether or not these changes or amendments are agreed and incorporated in the Connection Agreement.

12. **Stores**

- 12.1 Where the Customer wishes NGED 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 Connection Charge, these may be purchased by arrangement with NGED's local stores office. Please contact the writer of the Offer Letter or telephone our General Enquiry number:

[For Midlands 0845 724 0240]

- 12.2 Where the Customer wishes NGED to supply any meter cabinets, ducts and/or service tubing (less draw cords) and the cost of these items have already been included in this Connection Charge, collection may be made by prior arrangement with the local NGED Construction Team at the following locations:

Addresses of local stores in NGED (East Midlands) are:-

Grange Close, Clover Nook Industrial Estate, Alfreton, DE55 4QT
Harrimans Lane, Lenton Lane Industrial Estate, Nottingham, NG7 2SD
Hammonds Way, Hinckley, Leicestershire LE10 3EQ
Unit G Quinn Close, Severn Stars Industrial Estate, Coventry, CV3 4LH
Robinson Way, Kettering, NN16 8PT
115 Waterside Road, Hamilton Industrial Park, Leicester LE5 1TL
5 Kilvey Road, Brackmills, Northampton NN4 7BQ
Units 12-14 Erica Road, Stacey Bushes Industrial Estate Milton Keynes MK12 6HR
Units B-E Deacon Road Industrial Estate, Lincoln LN2 4JB
Isaac Newton Way, Alma Park Industrial Estate, Grantham NG31 9SD
Unit 11 Victory Park, Victory Road, Derby DE24 8EP

Usual Collection times unless otherwise stated:-

Monday to Thursday (0900-1530) hrs. Friday (0900-1430) hrs.

(To avoid disappointment, please check with local offices for individual collection times)]

Acceptance Form

Please complete Part B of this form and return to:

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

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

Part A: Connection Details

NGED Ref: 4349258

Premises: Brunswick Fields Seagate Road Long Sutton Spalding, PE12 9AD

Customer: Miss J Dra

Company Number (if appropriate): N/A

Customer Address:

D Brown Building Contractors Ltd,
Browns Yard,
Seas End Road
Moulton Seas End
Spalding,
PE12 6JX

Part B: to be completed by the Customer

I/We, the Customer, accept the terms of the Connection Offer dated 20/09/2022 (including the General Conditions for Connection Works) and wish to proceed on the basis of the option indicated below.

Option 1 – NGED to undertake both Non-contestable and Contestable works

Option 1 price £497,672.12 plus VAT of £0.00 (For scheme and version 1704551/1)

Option 2 – NGED to undertake the Non-contestable works only

Option 2 price £8,731.91 plus VAT of £1,746.25 (For scheme and version 1712005/1)

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

Signed.....

for and on behalf of the Customer

Full Name.....

Designation.....

(NOTE THAT THIS MUST BE SIGNED BY AN AUTHORISED PERSON)

Part C: (to be completed by National Grid Electricity Distribution)

Signed.....

for and on behalf of National Grid Electricity Distribution Western Power Distribution (East Midlands) plc
Registered in England and Wales No. 2366923
Registered Office: Avonbank, Feeder Road, Bristol BS2 0TB

Dated.....

**Customer SHE Risk Information
Construction (Design and Management) Regulations 2015**

Hazard Category	Risk & Action Required	Further details attached?
Restrictions		
Site access/ egress		Yes / No
Proximity of live conductors/ other utilities		Yes / No
Adjacent land use		Yes / No
Space restrictions		Yes / No
Designated sites (SSSIs)/ invasive plants/ protected species (incl. nesting birds)		Yes / No
Site Conditions		
Asbestos		Yes / No
Confined spaces		Yes / No
Contaminated land/ radon		Yes / No
Ground conditions (incl. proximity of water courses)		Yes / No
Site Activities		
Vehicle movements (incl. heavy plant)		Yes / No
Fire/ hot work		Yes / No
Excavations		Yes / No
Work at height/ falling objects		Yes / No
Lifting operations (cranes)		Yes / No
Hazardous substances/ biological agents		Yes / No
Other		

Signed

Print Name

Dated

Job title

Company

Cost of Legal Fees Statement

1. The Connection Charge stated in this Connection Offer is:
 - 1.1 inclusive of the costs incurred by NGED specialist staff in, or arising from, securing, obtaining or procuring all the necessary Rights in Freehold Land and/or Rights in Leasehold Land, for example securing wayleaves or easements; and
 - 1.2 exclusive of NGED's solicitors fees and costs incurred in, or arising from, securing, obtaining or procuring all the necessary Rights in Freehold Land and/or Rights in Leasehold Land (where such professional services are deemed necessary by NGED, at its absolute discretion).
2. Should you choose to accept this Connection Offer and such professional services are deemed necessary be NGED in order to secure, obtain or procure any Rights in Freehold Land and/or Rights in Leasehold Land, we will instruct our solicitor to confirm their estimated costs for the work within their initial correspondence to you. Our solicitor will recover these costs directly from you or your appointed legal representative.
3. For guidance purposes only, our solicitors will normally charge in the region of £675 - £800 + VAT and disbursements. For more complicated or larger schemes these costs may increase.
4. Should you accept this Connection Offer and Rights in Freehold Land and/or Rights in Leasehold Land in respect of the Premises are required (as confirmed by NGED), please complete the form below and return it with your Acceptance Form in order to help us progress the legal aspects of the connection.

Land owner(s)¹ details

Land owners name(s):

Telephone/mobile:

E-mail:

Address:

Legal representative details

Legal representative acting for
land owner(s):

Company Name:

Contact name:

Telephone/mobile:

E-mail:

Address:

¹ Please include details of the Freeholder plus any person with a leasehold interest of the land.