

WESTERN POWER DISTRIBUTION



Serving the Midlands, South West and Wales

Mr P M Campolucci
GDL Grange Ltd
501/502 Merlin Business Park
Ringtail Road
Burscough
Lancashire
L40 8JY

Primary System Design
Herald Way
Pegasus Business Park
Castle Donington
Leicestershire
DE74 2TU

Tel: 01332 827 498

Email: jparry@westernpower.co.uk

Date: 2nd September 2014

Our ref
1610789

Dear Mr Campolucci,

Further to our recent email correspondence, please find enclosed your signed copy of the novation agreement between GDL Grange Ltd, Sustain Energy Solutions Limited & Western Power Distribution (East Midlands) Plc.

Should you require any further information, please do not hesitate to contact us.

For and on behalf of Western Power Distribution (East Midlands) plc

Jennifer Parry
Primary System Design Assistant

Novation Agreement

Between:

- (1) **Western Power Distribution East Midlands plc** (company number: 02366923) whose registered office is at Avonbank, Feeder Road, Bristol BS2 0TB ("WPD"); and
- (2) **GDL Grange Limited** (company number: 08771970) whose registered office is at 501/502 Merlin Business Park, Ringtail Road, Burscough, Lancashire L40 8JY ("Existing Customer"); and
- (3) **Sustain Energy Solutions Limited** (company number: 07888489) whose registered office is at Unit 44 Hoddesdon Industrial Centre, Pindar Road, Hoddesdon, Hertfordshire EN11 0FF ("New Customer")

Date of Novation Agreement (date of signature):	28 th Aug 2014
Contact details for notices for New Customer: Contact Name: Rizwan Rizaq Address: Unit 44 Hoddesdon Industrial Centre Pindar Road Hoddesdon Hertfordshire EN11 0FF Tel: 01992 800 666	

We agree to be bound by the terms of this Agreement.

Signed by  on behalf of Western Power Distribution East Midlands plc:

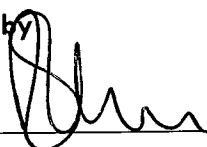
Signed by

on behalf of the Existing Customer:

Pier Marco Campolucci

Signed by

on behalf of the New Customer:

 DAVID EL BONTÉ

Background:

- (A) By the Connection Offer (as defined below) WPD was engaged by the Existing Customer.
- (B) The Existing Customer wishes to be released and discharged from the Connection Offer as if it had never been a party to the Connection Offer. WPD has agreed to release and discharge the Existing Customer upon the New Customer undertaking to perform the Connection Offer and to be bound by the terms of the Connection Offer in place of the Existing Customer as if it had always been a party to the Connection Offer in place of the Existing Customer.

It is agreed as follows:

1. Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

"Agreement" means this agreement (including the schedule) made between WPD, the Existing Customer and the New Customer.

"Business Day" means a day (other than a Saturday or a Sunday) on which clearing banks are open for business in the City of London.

"Effective Date" means 5th July 2013 [the date of acceptance by the Existing Customer of the Connection Offer].

"Connection Offer" means the connection offer agreement dated 8th April 2013 between the Existing Customer and WPD concerning the premises known as "Grange Farm," Horsemore Drove, Sutton St James, PE12 0EZ, a copy of which is attached as the schedule.

- 1.2 In this Agreement, unless the context otherwise requires;

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to:
 - (i) any party includes its successors in title and permitted assigns;
 - (ii) clauses and schedules is to clauses of and schedules to this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear.

2. Novation

- 2.1 In consideration of the rights granted to it under clause 2.4, with effect from the Effective Date, the New Customer undertakes to observe and perform all the obligations and discharge all the liabilities of the Existing Customer arising under the Connection Offer and to be bound by its terms in every way as if it were a party to the Connection Offer in the place of the Existing Customer.
- 2.2 In consideration of the undertaking of the New Customer in clause 2.1 and the release and discharge in clause 2.3, with effect from the Effective Date, WPD releases and discharges the Existing Customer from all duties, obligations, liabilities, claims and demands whatever arising as a result of or in connection with the Connection Offer and accepts the liability of the New Customer under the Connection Offer in the place of the liability of the Existing Customer.

- 2.3 In consideration of the release and discharge in clause 2.2, with effect from the Effective Date, the Existing Customer releases and discharges WPD from all duties, obligations, liabilities, claims and demands whatever arising as a result of or in connection with the Connection Offer.
- 2.4 In consideration of the undertaking of the New Customer in clause 2.1, with effect from the Effective Date, WPD agrees to be bound by the terms of the Connection Offer in every way as if the New Customer were named in the Connection Offer as a party in place of the Existing Customer.
- 2.5 Subject to the terms of this Agreement, the Connection Offer shall remain in full force and effect.
3. **General**
- 3.1 ***Entire Agreement***
- This Agreement and the documents referred to in it sets out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.
- 3.2 ***Variation***
- No purported variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the parties.
- 3.3 ***Costs and expenses***
- Each party shall bear its own costs and expenses incurred in the preparation, execution and implementation of this Agreement.
- 3.4 ***Invalidity***
- To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction
4. **Notices**
- 4.1 Any notice under this Agreement or the Connection Offer shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally be left at, or sent by prepaid first class post or facsimile to the receiving party's address for notices as stated, in the case of WPD, on page 1 of the Connection Offer, or in the case of the New Customer, as stated on page 1 of this Agreement, or as otherwise notified in writing from time to time.
- 4.2 A notice shall be deemed to have been served:
- (a) at the time of delivery if delivered personally;
 - (b) 48 hours after posting;
 - (c) 2 hours after transmission if served by facsimile on a Business Day prior to 3 p.m. or in any other case at 10 a.m. on the Business Day after the date of despatch.
- 4.3 A party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement or the Connection Offer.

5. Exclusion of third party rights

Except as expressly provided in the Connection Offer no express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

6. Governing law

- 6.1 This Agreement and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law.
- 6.2 Subject to express provision to the contrary in the Connection Offer, the parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

This Agreement has been signed on the date stated as the "Date of Agreement" at page 1 of this Agreement.

The Schedule
(The Connection Offer)

Liam Kelly
Greenswitch
502 Merlin Road
Ringtail Road
Burscough
Lancashire
L40 8JY

Primary System Design
Western Power Distribution
Pegasus Business Park
Castle Donington
DE74 2TU

Tel: 01332 827491

Fax: -

e-mail: rwright@westernpower.co.uk

Date

8 April 2013

Our Reference

1610789

Dear Sir,

Offer for electricity connection works by Western Power Distribution (East Midlands) plc ("WPD") at Grange Farm, Horsemoor Drove, Sutton St James, PE12 0EZ ("the Connection Works").

Thank you for your enquiry. I am pleased to provide WPD's **Offer** to carry out the Connection Works for you. The Offer comprises this letter ("**the Offer Letter**") and the following documents:

- a) Characteristics and Charge Statement reference 569101 dated 2/4/13 stating the charge for the Connection Works ("**the Charge**");
- b) Specific Conditions for Connection Works; and
- c) General Conditions for Connection Works;

I also enclose:

- d) a guide providing further information concerning your options for procuring the electricity connection;
- e) Cost of Legal Fees Statement

Provision of the Connection Works

The Charge stated on the Characteristics and Charge Statement mentioned above is broken down into contestable and non-contestable elements based on WPD undertaking all Contestable Connection Works. You are able to seek competitive prices for some or all of the

contestable elements. The enclosed guide provides further explanation on competition in new connections works. If you wish to discuss this further please do not hesitate to contact me.

Duration of Offer

WPD's Offer is open for acceptance for **ninety days** from the date of this letter after which it will (if not accepted) automatically expire (unless WPD agrees otherwise with you in writing). The Offer is made on the understanding that the Connection Works are completed within one year from the date of your acceptance.

Should the Connection Works be incomplete at the end of the one year period WPD reserves the right to amend or withdraw the Offer.

The Offer is subject to obtaining any necessary wayleaves and consents. Should the necessary wayleaves and consents not be granted the Offer will be cancelled (at no cost to WPD) and a revised offer made. For the avoidance of doubt this may be after acceptance by you.

Payment

Payment is required on acceptance of this Connection Offer

Appointing a Supplier

Before you can take a supply of electricity through the new connection you must ensure an electricity supplier is appointed and has registered in accordance with electricity trading arrangements. (For a list of licensed suppliers please call WPD on (01208) 892288.)

Following acceptance of this offer, WPD will provide you with a Supply Number for every electricity connection that you have requested as part of the original application.

You will need to quote the Supply Number(s) to the electricity Supplier of your choice in order to arrange an electricity supply.

If the Supplier fails to register your connection WPD will be unable to Energise the connection.

Works Programme and Commencement Date

The proposed start and connection dates will be discussed with you when WPD has received your acceptance of the Offer.

At this stage I anticipate WPD will need 6 months after acceptance of the Offer before starting the Connection Works. (This estimate includes lead in times for procuring materials and arranging the Connection Works.)

This estimated time-scale is not binding on WPD

Acceptance

The terms and conditions of WPD carrying out the Connection Works are more particularly described in the both the attached Specific and General Conditions for Connection Works. Please ensure that you read the aforementioned documents.

If you have any queries or are not satisfied with this Offer and after discussion, you and I are unable to reach agreement, I hope you will take the opportunity of talking to my Distribution Manager: Tony Berndes on 0117 933 2101. If, following discussion with the Distribution Manager, we still cannot reach an agreement please contact Alison Sleightholm on 0117 9332175, or write to her at Avonbank, Feeder Road, Bristol BS2 0TB. She will investigate and try to resolve the matter with you. Our complaints procedure is available on our website www.westernpower.co.uk If we are unable to resolve your complaint, you will have the right to refer the matter to the Energy Ombudsman for a decision. This is a free and independent dispute resolution service

If you would like to accept this Offer and confirm your agreement to the terms therein please could you sign the attached Characteristics and Charge Statement and return it to WPD at the address given at the top of this letter, together with payment as appropriate. Where you make payment but fail to return a signed Characteristics and Charge Statement WPD may, at its absolute discretion, deem such payment to be acceptance of this Offer.

Yours sincerely,

Richard Wright
Design Engineer
Primary System Design

Western Power Distribution (East Midlands) plc

Important:

All rights in the design, specification, plans or drawings contained or accompanying this Connection Offer belong to and remain with WPD and shall not be used 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 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.

WPD
Specific Conditions for Connection Works

BASIS OF INFORMATION

WPD's proposals are based on the information provided, as summarised below:-

- Your enquiry dated 10/1/2013

WPD's proposals are based on the following design criteria:-

- 1 connection, with a capacity of 10,000 kW

DESCRIPTION OF THE CONNECTION WORKS

WPD will provide the following Connection Works:

- Install a new 33kV circuit breaker in South Holland 132/33kV substation
- Lay underground cable from South Holland substation to the point of supply
- Install 33kV switchgear and telecontrol equipment at the point of supply, in a building provided by the customer

WPD will provide the following Reinforcement Works:

- Replace the directional overcurrent protection at Spalding and South Holland with a scheme better suited to reverse power flow

Summary of Connection Works by WPD

Length of HV cable/line required = **2400 m**

Length of LV cable/line required = **0 m**

Length of service cable/line required = **0 m**

Number of substations required = **1**

EXCAVATION AND DUCTS

All on-site excavation, provision of a 3mm to dust bedding and blinding material, installation of WPD approved ducts and reinstatement will be carried out by the customer/developer at no cost to WPD. Draw cords should be incorporated and the ends marked for ease of location. Trench depths, widths and minimum cover for various cables and circumstances are specified in the following table. Where cables are not protected in duct 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

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 recommended depths, as agreed with the National Farmers' Union is 1000mm depth for all LV and HV cables.

STORES

Where the Customer / Developer wishes WPD to supply the meter cabinets, ducts and service tubing and the cost of these items have not already been included in this Offer, these may be purchased by arrangement with our local stores office. Please contact the writer of this Connection Offer or telephone our General Enquiry number:

For South West England	0845 601 2989
For South Wales	0845 601 3341
For Midlands	0845 724 0240

Where the Customer/Developer wishes WPD to supply the meter cabinets, ducts and service tubing and the cost of these items have already been included in this Offer, collection may be made by prior arrangement with the local WPD Construction Team at the following locations:

Addresses of local stores in WPD (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 8UN
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)

Draw cords are not provided by WPD.

SAFETY

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. In particular:

GS6 Avoidance of danger from overhead electric lines.

HS(G)47 Avoiding danger from underground cables.

STREET WORKS BY CUSTOMER/CONTRACTOR

A customer/developer intending to carry out trenchwork in the public highway 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.

ELECTRICAL DISTURBANCE

WPD's proposals and charge are based on the Customer not installing any equipment likely to cause disturbance to WPD's Distribution System or other customers.

ESQC COMPLIANCE

WPD will where agreed, allow the connection to be/remain Energised subject to the terms and conditions as set out below and any other conditions set out under this Offer. The Supplier will arrange for the appointed Meter Operator to provide a meter to a property on a designated site before the agreed Supply Start Date for each individual property. (The Supply Start Date will be the date at which charges will commence.)

1. It is the Customer's responsibility to ensure that the electrical installation to which the Customer requires an electricity connection from WPD is installed in such a manner that it will comply with Regulations 8(4) and 25 of the Electricity Safety, Quality and Continuity Regulations 2002 ("Regs 8(4) and 25") immediately prior to Energisation.
2. The Customer must allow WPD access to any property covered by WPD's Offer to ensure that the electrical installation complies with Regs. 8(4) and 25.

METER OPERATOR

For connections with a maximum demand above 100kW, half hourly metering is mandatory. Your appointed Supplier may arrange for a Meter Operator to install half hourly metering but it is usual for the customer to appoint their Meter Operator directly.

A list of Meter Operators can be obtained from the Association of Meter Operators, www.meteroperators.org.uk

WPD provides metering services to customers in the South West and South Wales regions and can provide your half hourly metering. Please indicate on the bottom of the Characteristics & Charge Statement who your appointed Meter Operator will be.

LV CT METERING

The customer/developer will provide properly accessible accommodation for WPD's service line, termination, switchgear, apparatus and metering equipment. A wall surface area of at least 1700mm high x 1000mm wide is required to house the termination and metering equipment. This is in addition to any space required for the Customer's trunking and switchgear. An additional unobstructed area of full width and minimum depth 1300mm (from the back wall) must be provided in front to allow WPD's operatives to open the C.T. chamber door and work safely. A detailed drawing is available on request.

Where the connection warrants the provision of a CT metering panel physical limitations require that the customer present only one conductor per phase and neutral for connection. It is the customer's responsibility to connect the main load tails on to WPD's termination equipment. The termination into the panel should only be made by a suitably qualified electrician after the panel has been proved dead. The tails should be "Tri-rated" cable and must be terminated by means of appropriately sized crimp lugs.

CONNECTION AGREEMENTS

A Connection Agreement governs the long-term relationship between the person responsible for the electricity account "the End User" and WPD.

In due course we will forward two copies of a Connection Agreement with its corresponding terms and conditions for each proposed End User. WPD require both copies to be signed by the End User and returned. One copy of the Connection Agreement(s), countersigned by WPD, will be returned for the End User's retention.

Please note, WPD will not Energise the connection until WPD has received the signed Connection Agreement from the End User.

If the eventual End User(s) is/are not known at this stage, when known, such End User(s) should be informed that in order to obtain the unique Supply Number which is required to choose a Supplier in the competitive electricity market, the End User should contact us with a view to completing an appropriate Connection Agreement.

STREET LIGHTING

Where applicable, services to public lighting columns will be the subject of a separate Offer when details are available.

TEMPORARY CONNECTIONS

This Offer does not include costs for any temporary site services that may be required on your development. Should a temporary supply be required please forward details to this office as soon as possible. An Offer will then be prepared and every effort made to meet your construction programme.

SCALE A

The supply will be delivered and metered at 33,000 volts.

The Customer will provide to WPD's specification and free of charge suitable accommodation in the position shown on the plan for use by WPD as an electricity substation, together with rights of access to and egress from it at all times and for all purposes connected with the user together with rights for placing electric lines and/or electrical plant and any other necessary ancillary rights for enabling WPD to provide and maintain the connection for supply of electricity to and from the substation.

HV connections where WPD protects customers' network

The Company accepts the inclusion of its Connection Point circuit breaker and its associated protection in the Customer's protection scheme for the site. The inclusion of the Company's own equipment and protection into the Customer's protection scheme is the responsibility of the Customer and this facility is provided entirely at the Customer's risk. The Company shall provide the Customer with details of the protection settings employed at the Connection Point circuit breaker. It is the Customer's responsibility to ensure that these settings provide adequate protection of the Customer's plant and apparatus.

HV Earthing

WPD's HV earthing system is designed, installed and used so as to prevent danger. It may be subject to voltage rise and current flow.

The Customer may connect to WPD's HV earthing system subject to WPD's prior written consent, the Customer's Installation being designed, installed and used so as to prevent danger, and the Customer's acceptance that WPD have no liability arising from their connection to WPD's HV earthing system.

HV SYSTEM EARTH

WPD's HV system is designed to operate with HV system earths placed at WPD's source substations only. The Customer shall not connect the HV system to earth (for example by connecting HV transformer windings or HV generator windings, if applicable, to earth) without the prior written consent of WPD.

EARTHING ARRANGEMENTS

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

PHASE BALANCE

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

ADDITIONAL INFORMATION

- The Connection Point at which we will terminate our responsibility for the connection is:-
The outgoing Terminals of WPD's switch disconnector
- Other works to be provided by the Customer:- NONE

HARMONICS

A G5/4-1 Stage 3 assessment is applicable to the connection of any non-linear equipment to our distribution network having a Point of Common Coupling (PCC) at 33kV and above. This offer is therefore subject to the satisfactory completion of a G5/4-1 Stage 3 assessment and the completion of any recommendations resulting from this assessment in order to achieve compliance of your connection.

The G5/4-1 Stage 3 assessment can be completed by you at your own cost, or alternatively we can arrange for this assessment to be completed at a cost of approximately £9,000. Should you request that WPD completes the survey then we will require all necessary details of the non-linear equipment that you intend to connect prior to commencing the assessment. We will at this stage confirm the actual cost of the survey.

TELECOMMUNICATIONS

The price of this offer includes a standard, radio telecommunication scheme to the company's new substation site but no assessment will be carried out prior to the acceptance of this offer. If radio telecommunications are not practical, it will be necessary to design and install an alternative scheme. This may cause the cost of your connection to increase accordingly.

General Conditions For Connection Works ("The Conditions")

1. Definitions and Interpretation

1.1 All words and expressions defined in the Offer Letter and the Specific Conditions (if any) shall, unless the context otherwise requires, have the same meanings in these General Conditions.

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

"Act" means the Electricity Act 1989 as amended from time to time.

"Agreement" means these General Conditions, the Offer Letter, the Specific Conditions, the Characteristics and Charge Statement or Letter of Acceptance each signed by the Customer and any schedule or annexure to the Offer Letter, and any other document in agreed form.

"Characteristics and Charge Statement" means the electrical characteristics of the proposed connection at the Connection Point and details of the Connection Charge to be completed and signed by the Customer confirming the Customer's acceptance to the terms of the Connection Offer and concluding the contract between the parties in respect of the subject matter of this Agreement.

"Conditions Precedent" means the conditions which must be fulfilled prior to the commencement of the Connection Works and continue to be fulfilled for the duration of the Agreement, as detailed in clause 2 and the Specific Conditions, if applicable.

"Connection Equipment" means all electric lines, materials, structures, equipment, plant, cables and apparatus necessary for the supply of electricity to or from the Connection Point, which forms part of the Distribution System.

"Connection Point" means the point of connection at which a supply of electricity may flow between the Distribution System and the Customer's Installation upon Energisation.

"Connection Works" means the works carried out by WPD under this Agreement as more particularly set out in the Specific Conditions.

"Contestable Connection Works" means the works that the Customer has an option to carry out itself or by appointing a contractor as more particularly described in the Specific Conditions.

"Customer's Installation" means any electric lines, materials, structures, equipment, plant, cables and apparatus (not being Connection Equipment) installed or to be installed by the Customer, owned or operated, used or to be used by the Customer and connected or to be connected to the Distribution System pursuant to this Agreement (including, without limitation the Customer's distribution network or generating plant).

"Customer Works" means any works to be carried out by the Customer or the Customer's contractor including, without limitation Contestable Connection Works as set out in the Specific Conditions.

"Distribution System" means WPD's electricity distribution system.

"Energisation" means the movement of any switch or the insertion of any fuse or the taking of any other step so as to enable an electrical current to flow to or from the Distribution System through WPD's Connection Equipment to and, where applicable, from the Customer's Installation at the Connection Point and **"Energise"** shall be construed accordingly.

"Event of Force Majeure" means an event beyond the reasonable control of a party including but not limited to acts, defaults or omissions of sub-contractors, strike, lock out or other form of industrial action, other than by a party's own employees or agents, act of God, fire, explosion or flood, any third party obstruction preventing access to the Premises, theft and malicious damage or an electrical system emergency, provided that no event shall be treated as an Event of Force Majeure if it is attributable in whole or part to any wilful act or omission or any failure to take reasonable precautions by the affected party.

"Letter of Acceptance" means the letter in the form attached to the Offer Letter to be completed and signed by the Customer confirming the Customer's acceptance to the terms of the Connection Offer and concluding the contract between the parties in respect of the subject matter of this Agreement.

"Non-contestable Connection Works" means that part of the Connection Works which will always be carried out by WPD and which the Customer is not entitled to carry out itself or through an appointed contractor as more particularly set out in the Specific Conditions.

"Premises" the premises or development (including, without limitation, any land, building or structure, owned or occupied by the Customer) where or in relation to which the Connection Works are to be carried out.

1.3 In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or other statutory provision includes:
 - (i) any subordinate legislation (as defined in Section 21(1) Interpretation Act 1978) made under it;
 - (ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and
 - (iii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;

Western Power Distribution ("WPD")

General Conditions For Connection Works ("The Conditions")

(c) references to:

- (i) any party include its permitted successors in title and permitted assigns;
- (ii) clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear;

(d) the headings are for convenience only and shall not affect the interpretation of this Agreement.

2. Commencement of Connection Works and Conditions Precedent

2.1 As soon as reasonably practicable after WPD has received the Customer's acceptance of the Connection Offer, the parties shall agree in writing a date for commencement of the Connection Works.

2.2 WPD shall be under no obligation to commence the Connection Works until the following Conditions Precedent have been met:

(a) the Customer has:

- (i) entered into the Agreement, pursuant to the Connection Offer, by WPD by completing, signing and returning the Letter of Acceptance or Characteristics and Charge Statement, as appropriate;
- (ii) completed any necessary civil works, civil engineering or building works that are necessary to enable the Connection Works to commence;
- (iii) complied with its obligations under clauses 3 and 4.1; and
- (iv) made any initial payments required under the Offer Letter or Specific Conditions; and

(b) WPD has, at its normal rates, obtained all necessary easements, leases and transfers as well as any off site third party wayleaves and consents to lay its cables or construct an overhead line connection. Should any of these not be granted, or granted on terms in excess of WPD's normal rates, the Connection Charge may be revised to take account of any additional cost to WPD.

2.3 If any of the Conditions Precedent have not been met by either party or waived by WPD within (6) months of the date of the Offer Letter, the Agreement shall automatically expire without prejudice to any accrued rights or obligations to either party under it.

2.4 The Customer shall not in any way obstruct or impede Connection Works or the delivery of any Connection Equipment to the Premises, and shall use its reasonable endeavours to procure that its sub-contractors or agents shall not in any way obstruct or impede the Connection Works or the delivery of any Connection Equipment to the Premises so as to

prevent WPD from, or hinder or delay WPD in performing its obligations under this Agreement.

2.5 WPD shall use its reasonable endeavours to complete the Connection Works within the timescales laid out under the Offer Letter or Specific Conditions. This period for completion shall be extended to the extent that progress of the Connection Works is delayed as a consequence of any act or omission on the part of the Customer, its agents or sub-contractors or a Distribution System emergency.

3. Property Matters

3.1 Where the Customer is the owner of the Premises or any adjacent land on which the Connection Works are to be carried out it shall, where reasonably required, and at the request of WPD, for the sum of £1:

(a) grant an easement in perpetuity to WPD to carry out the Connection Works and install, lay, repair, replace, renew, alter and maintain the Connection Equipment; and

(b) enter into a lease for a term of 99 years for the benefit of WPD of any part or parts of the Premises for the siting, repairing, maintenance and access to the accommodation and the Connection Equipment, or

(c) transfer the Customer's ownership in an acceptable form to WPD of any part or parts of the Premises for the siting, repairing, maintenance and access to the accommodation and/or Connection Equipment.

3.2 Where the Customer owns a leasehold interest in the Premises or any adjacent land the Customer shall, where reasonably required, and at the request of WPD, for the sum of £1:

(a) grant an easement to WPD for a term of years expiring one day before the end of Customer's interest in the Premises for the benefit of WPD to carry out the Connection Works and install, lay, repair, replace, renew, alter and maintain the Connection Equipment and;

(b) enter into a lease with WPD for a term of years expiring one day before the end of Customer's leasehold interest in the Premises for the benefit of WPD of any part or parts of the Premises for the installation, laying, siting, repairing, replacement, renewing, altering, maintenance and access to the accommodation and the Connection Equipment;

provided that WPD shall not be required to enter into the documents set out in 3.2(a) or 3.2(b) until the Customer has obtained the consent of the freehold owner to such documents.

3.3 Where the Customer owns neither the freehold or the leasehold interest in the Premises or the adjacent land the Customer shall use reasonable endeavours to procure that the owner of the freehold interest of the Premises and the adjacent land enters into documents set out in clause 3.1 for the benefit of WPD.

Western Power Distribution ("WPD")

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- 3.4 Where the Customer is the owner or occupier of the Premises or the adjacent land, the Customer shall indemnify WPD from and keep WPD fully indemnified against any proceedings, claims, demand, costs, charges and expenses WPD incurs as a result of the Customer's failure to grant or obtain for WPD the appropriate easement or property rights to carry out the Connection Works and to install and maintain the Connection Equipment.
- 3.5 WPD may, in its discretion, carry out the Connection Works if it has obtained a wayleave to do so in lieu of any easements. The acquiring of any wayleaves shall not diminish the duties and obligations on the Customer pursuant to this clause 3.
- 3.6 If the Customer or a third party prevents WPD from entering the Premises, adjacent land or other land with the result that WPD is unable to carry out the Connection Works, or the Connection Works are suspended on the Customer's instruction for which WPD is not responsible or due to alterations to the layout of the Premises, WPD shall not be deemed to be in breach of this Agreement and any additional costs reasonably incurred by WPD in consequence thereof shall be added to the Connection Charge.
- 3.7 The Customer shall except and reserve out from the conveyance/lease to the purchaser/lessee of the Premises, full right and liberty for WPD to place/install electric lines through the property conveyed or leased and thereafter to use, inspect, repair, replace, alter, maintain and renew the same provided that WPD shall make good any damage caused as soon as practicable and shall not break open the surface of any land covered by a building.
- 3.8 Any legal costs incurred in conveying any part of the Premises to WPD shall be apportioned between the parties in accordance with the Specific Conditions.
- 4. Compliance, consents, safety and access**
- 4.1 The Customer shall:
- (a) before the time specified for delivery of any of WPD'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 Connection Works on the Premises;
 - (b) provide all accommodation, equipment, buildings, structures, foundations, approaches or work equipment of the quality specified in the Specific Conditions, if any;
 - (c) ensure that the 'Co-ordinator' and the 'Principal Contractor' as defined by the Construction (Design & Management) Regulations 2007 ("CDM Regulations") carry out all their duties and obligations as set out in the CDM Regulations;
 - (d) at all times provide and maintain suitable access to the Premises for the purposes of carrying out the Connection Works or delivering, installing, laying, repairing, replacing, renewing, altering, or maintaining the Connection Equipment and on production of written identity the Customer shall allow any WPD representative to enter the Premises provided that such visits are made during normal working hours (being between 07:00-19:00 hrs, Monday to Friday except for bank holidays); and at other times with the Customer's consent.
- 4.2 Each party shall take all reasonable steps to ensure the safety of the other party's employees, sub-contractors and agents while the Connection Works are in progress or while WPD is maintaining or repairing the Connection Equipment.
- 4.3 WPD shall not be under any obligation to commence the Connection Works or continue to provide a connection to the Customer unless it is reasonably satisfied that each part of the Customer's Installation is so constructed, installed, protected and used so far as is reasonably practicable to prevent danger, and not to cause interference with the Distribution System.
- 4.4 The inspection, non-inspection or non-rejection of the Customer's Installation by WPD shall not constitute any warranty or representation express or implied as to the adequacy, safety or other characteristics of the Customer's Installation.
- 5. Performance of Connection Works**
- 5.1 WPD shall:
- (a) perform the Connection Works with reasonable skill and care and in accordance with the terms of this Agreement; and
 - (b) provide such information as is reasonably required by the Customer from time to time to keep the Customer informed of the progress of the Connection Works.
- 5.2 WPD specifically excludes all warranties, express or implied, including but not limited to any implied term, condition, representation or warranty of satisfactory quality or fitness for a particular purpose, that the Connection Works or Connection Equipment will meet the Customer's requirements except those that cannot be excluded at law.
- 6. Connection Charges and payment**
- 6.1 The Customer will pay to WPD the Connection Charge. The Connection Charge has been determined on the basis that WPD will provide the Non-contestable Connection Works and those Contestable Connection Works, if any, as identified in the Specific Conditions. If the Customer wishes to provide some or all the Contestable Connection Works it shall first satisfy WPD that it (or its appointed contractor) has the necessary competence and experience to carry out such Contestable Connection Works properly and safely.
- 6.2 If WPD is unable to complete the Connection Works within the estimated timescales set out in the Offer Letter or Specific Conditions due to any act, default or omission by the Customer, its employees, agents or sub-contractors or the Customer's breach of the Agreement or breach of statutory duty, WPD reserves

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the right to increase the Connection Charge to recover any costs incurred by it as a result of such delay.

- 6.3 Payment of the Connection Charge shall be made in accordance with the Offer Letter or Specific Conditions. WPD shall invoice the Customer the amount stated. The Customer shall pay WPD within 28 days of receipt by the Customer of such invoice.
- 6.4 If the Customer makes any late payment of the Connection Charge or any part of it WPD may, at its discretion, suspend the Connection Works or postpone their commencement.
- 6.5 Without prejudice to any other rights and remedies which WPD may have, if the Customer fails to pay WPD by date an invoice is due, WPD may charge interest at a rate of 5% over the base rate of the Lloyds TSB, until it receives full payment of such invoice in cleared funds from the Customer.
- 6.6 WPD shall be under no obligation to Energise the Connection Point prior to receiving full and final payment of the Connection Charge in cleared funds from the Customer. Full payment of the Connection Charge shall be due in accordance with the payment terms set out under the Offer Letter or Specific Conditions and in any event at least 7 days prior to the Energisation date.
- 6.7 Where under this Agreement any party agrees to pay to any other party any sum or to furnish to any other party consideration which (in either case) is consideration for a taxable supply that sum or consideration shall be exclusive of Value Added Tax payable on it and the recipient of the supply shall pay an amount equal to such Value Added Tax in addition to any sum or consideration on receipt of a valid Value Added Tax invoice from the relevant party.
- 6.8 WPD shall be entitled to require security from the Customer before the commencement of the Connection Works.
- 7. Ownership, use and removal of Connection Equipment**
- 7.1 The Connection Equipment shall be installed in a position agreed by WPD.
- 7.2 The property in the Connection Equipment shall remain with WPD who may use it to connect its other customers.
- 7.3 If prior to the Connection Works being completed, WPD or the Customer cancels the Connection Works or part of them WPD may require the Customer, (at no cost to WPD), to assist WPD in removing the Connection Equipment and to pay within 7 days to WPD the amount of any expenditure reasonably incurred by WPD in the expectation of the performance of such Connection Works or part of them, or otherwise arising in consequence of such cancellation to the extent not yet invoiced.

8 Customer Works and Customer Installation

- 8.1 The Customer shall carry out all Customer Works with reasonable skill and care and in accordance with all applicable laws, rules and regulations.
- 8.2 WPD shall be under no obligation to permit the Customer's Installation to be connected directly or indirectly to the Distribution System unless it is satisfied that:
 - (a) it will not cause danger or damage to, or undue interference with the Distribution System or the electricity supply to any third party; and
 - (b) if applicable, the Customer has done everything necessary to lawfully operate and use the Customer's Installation for export of electricity to the Distribution System.
- 8.3 The Customer shall produce such evidence as may be reasonably required by WPD to show that the Customer has complied with its obligations under clause 8.2 above.
- 8.4 Save where express written representations are made by WPD or where the relevant works are carried out by WPD, neither by inspection, Energisation, connection nor in any other way does WPD give any guarantee or warranty, expressed or implied, as to the adequacy, safety or any other characteristic of the Customer's Installation or anything connected to it directly or indirectly (save for any Connection Equipment). WPD shall be under no obligation to carry out any repair or maintenance to the Customer's Installation.

9. EU Procurement Regulations

Where the EC Procurement Regulations apply to the procurement by WPD of works, goods or services which are necessary to carry out the Connection Works, WPD shall comply with such Regulations and provide any details reasonably required by the Customer to prove such compliance.

10. Liability

- 10.1 Each party accepts unlimited liability for death or personal injury caused by its negligence.
- 10.2 WPD's aggregate liability for physical damage to the Customer's tangible property (save where provided in clause 10.3) resulting from any act, default or omission (whether negligent or otherwise) of WPD, its employees, agents or sub-contractors, or from WPD's breach of the Agreement or breach of statutory duty, shall be limited to £5,000,000 per event or series of connected events.
- 10.3 WPD shall have no liability whatsoever, arising in contract, tort (including negligence) or breach of statutory duty, for any:
 - (a) defect, malfunction or otherwise in the Customer's electrical equipment or the Customer's Installation, if applicable;

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- (b) defects in the Connection Equipment and the Distribution System which are a result of any Customer Works;
 - (c) loss of profit, business, contract, revenue, opportunity, goodwill, use of software or data, anticipated savings or for any administrative and overhead costs;
 - (d) indirect or consequential loss; and
 - (e) loss arising from any claim made against the Customer by any other person, unless such loss results directly from WPD's negligence or breach of contract in which event WPD's liability shall be limited to £5,000,000 per event or series of connected events.
- 10.4 Nothing in this clause 10 shall exclude or restrict or otherwise prejudice or affect the rights, powers, duties and obligations of either party which are conferred or created by the Act, WPD's distribution licence or the Electricity Safety, Quality and Continuity Regulations 2002, as amended.
- 11. Force Majeure**
- 11.1 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay or non-performance of any of its obligations (other than any payment obligations) under this Agreement to the extent that such delay or non-performance is due to an Event of Force Majeure. Such obligations shall be suspended while the Event of Force Majeure continues.
- 11.2 The party affected by an Event of Force Majeure shall immediately notify the other party in writing of the nature and extent of the Event of Force Majeure and the affected party shall use all reasonable endeavours to mitigate its effects.
- 11.3 If the Event of Force Majeure continues for more than 2 calendar months, the unaffected party shall be at liberty to terminate this Agreement with immediate effect by giving written notice on the other. The service of such notice shall be without prejudice to any rights or obligations that have accrued prior to termination.
- 12. Termination**
- 12.1 Either party may by notice in writing terminate the Agreement with immediate effect at any time if the other party commits a material breach of the Agreement provided that where such breach is capable of remedy the party in breach has been advised in writing of the breach and has not rectified it within thirty (30) days of receipt of such advice/notice. For the purposes of this sub-clause a breach shall be considered capable of remedy if time is not of the essence in performance of the obligation and if that party can comply with the obligation within the 30 day period.
- 12.2 WPD may by notice in writing terminate the Agreement with immediate effect on or at any time on the happening of any of the following events:
- (a) the passing of a resolution for the Customer's winding-up or the making by a court of competent jurisdiction of an order for the winding-up or the dissolution of the Customer;
 - (b) the making of an administration order or the appointment of an administrator under the out-of-court procedure under the Enterprise Act 2002 or the appointment of a receiver or an administrative receiver over, or the taking possession or sale by an encumbrancer of, any of the Customer's assets;
 - (c) the Customer making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally;
 - (d) the Customer ceasing to do business at any time for 30 consecutive days; or
 - (e) WPD being unable to commence the Connection Works within two (2) months from the date agreed between the parties due to any act, default or omission (whether negligent or otherwise) by the Customer, provided that such date shall not be earlier than 6 months from the date of this Agreement.
- 12.3 On Energisation this Agreement shall automatically expire save as set out in clause 13.
- 12.4 The provisions of this clause 12 are without prejudice to any other right or remedy either party may have against the other for breach or non-performance of this Agreement.
- 13. Consequences of Termination**
- 13.1 All rights and obligations of the parties shall cease to have effect immediately upon expiry or termination of this Agreement except that termination shall not affect:
- (a) the accrued rights and obligations of the parties at the date of termination or expiry; and
 - (b) the provisions contained in clauses 7, 8, 13, 15, 17, 18, and 19 which shall survive the expiry or termination of this Agreement howsoever caused and shall continue in full force and effect.
- 13.2 If on termination of the Agreement any staged payments made by the Customer exceed the actual costs incurred by WPD in carrying out the Connection Works up to and including the date of termination, WPD shall issue a credit note in respect of such excess amount and reimburse the Customer accordingly, provided that WPD shall have the right to set off from such amount any sums due to WPD by the Customer under this Agreement.
- 14. Variation**
- 14.1 Each party shall be entitled to propose variations to the terms of this Agreement provided no purported variation to the Agreement shall be effective unless it is in writing and signed on behalf of both parties.
- 14.2 The Connection Charge shall be adjusted by such an amount as is reasonable to reflect the increased or, as the case may be, decreased cost to WPD of meeting its

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- obligations under this Agreement as a result of the variation.
- 14.3 If the parties are unable to agree a proposed variation, the parties shall attempt to resolve the matter in accordance with the internal dispute resolution procedure set out in clauses 15.1 and 15.2. If the senior representatives of the parties fail to resolve the matter, neither party shall have any obligation to implement the variation.
- 15. Dispute Resolution**
- 15.1 Subject to clause 15.4 if a dispute arises out of or in connection with this Agreement, the parties shall:
- (a) within 7 days of written notice of the dispute being received by the receiving party in good faith seek to resolve the dispute through negotiations between the parties' senior representatives who have the authority to settle it;
 - (b) not pursue any other remedies available to them until at least 28 days after the first written notification of the dispute.
- 15.2 The appointed representatives shall use all reasonable endeavours to resolve the dispute.
- 15.3 Nothing in this clause 15 shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary to avoid irreparable damage.
- 16. Assignment**
- 16.1 This Agreement shall be binding on and enure for the benefit of the successors in title of the parties but, except as set out in sub-clause 16.2, shall not be assignable by either party without the prior written consent of the other. In addition, a party to this Agreement may not hold the benefit of the Agreement or any rights under it on trust for any third party or parties.
- 16.2 WPD may assign the benefit of this Agreement to any company within its Group. For the purposes of this Agreement, "Group" means a company's subsidiaries, its holding companies and any subsidiaries of such holding companies, "subsidiary" and "holding company" having the meanings ascribed to those terms in Section 1159 of the Companies Act 2006.
- 17. General**
- 17.1 This Agreement and any documents referred to in this Agreement set out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.
- 17.2 To the extent that any of the provisions in these General Conditions conflict with the provisions in the other documents which constitute this Agreement, the order of precedence shall be as follows:
- (a) the Specific Conditions;
 - (b) the Characteristics and Charge Statement, or Letter of Acceptance (as appropriate) as signed by the Customer;
 - (c) the Offer Letter; and
 - (d) these General Conditions.
- 17.3 To the extent that any provision of this Agreement is found by any court or competent jurisdiction to be invalid, unlawful or unenforceable it shall not affect the enforceability of the remainder of the Agreement.
- 17.4 No single or partial exercise or failure or delay in exercising any right, power or remedy by either party shall constitute a waiver by that party of, impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.
- 17.5 No express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third parties) Act 1999 by any person who is not a party to it.
- 17.6 Joint and several liability
- (a) where any liability or obligation is undertaken by two or more persons, the liability or obligation of each of them shall be joint and several;
 - (b) the release or compromise in whole or in part of the liability of or grant of any time or indulgence to any one or more of joint and several obligors shall not affect the liability of the other or others.
- 18. IP rights and confidentiality**
- 18.1 All rights in the design, specification, plans or drawings contained or accompanying this Connection Offer belong to and remain with WPD and shall not be used by the Customer or any other person without WPD's written consent.
- 18.2 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.
- 19. Notices**
- 19.1 Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first class post, prepaid recorded delivery or facsimile to the address of the party as set out in this Agreement or as otherwise notified in writing from time to time.
- A notice shall be deemed to have been served:
- (a) at the time of delivery if delivered personally;
 - (b) 48 hours after posting; or

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- (c) 2 hours after transmission if served by facsimile on a Business Day prior to 3 pm or in any other case at 10 am on the Business Day after the date of despatch.

- 19.2 A party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement.

20. Governing law and jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of England and Wales and subject to clause 15 the parties irrevocably submit for all purposes to the exclusive jurisdiction of the courts of England and Wales.

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Legal Fees

Where appropriate this Connection Offer will include costs incurred by WPD specialist staff in negotiating consents from third parties in the form of wayleaves, easements or transfers.

NO costs are included in this Connection Offer for professional services provided by our solicitors for the transfer of any 'on-site' land rights. Should you choose to accept this Connection Offer and a transfer is required, we will instruct our solicitor to confirm costs within their initial correspondence. They will recover these costs directly from you or your appointed legal representative.

For guidance purposes our solicitors will normally charge in the region of £600 - £750 + VAT and disbursements. For more complicated or larger schemes these costs may increase.

Should you accept this Connection Offer please complete the form below and return it with your acceptance in order to help us progress the legal aspects of the connection.

Land owners name(s):	
Telephone/mobile:	
E-mail:	
Address:	

Legal representative acting for land owner(s):	Company Name:
	Contact name:
Telephone/mobile:	
E-mail:	
Address:	

**Western Power Distribution (“WPD”)
General Conditions For Connection Works (“The Conditions”)**

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WPD
General Conditions For Connection Works ("The Conditions")

Primary System Design Team
WPD
Pegasus Business Park
Castle Donnington
DE74 2TU

Your Ref: 1610789

Dear Sir/Madam

I write to you in reference to your connection offer dated 8th April 2013.
Please find enclosed the signed Characteristics and Charge Statement in acceptance of the offer.
I look forward to working with you in the future.

Yours faithfully



Liam Kelly

.....
For and on behalf of Green Switch Solutions Limited

Green Switch Solutions Ltd, 502 Merlin Park, Ringtail Rd, Burscough, L40 8JY
tel: 01704 898126 sales: 0845 643 0562 email: sales@greenswitchsolutions.co.uk
Company Number: 7460059 VAT Reg No: 108112166

www.greenswitchsolutions.co.uk

Characteristics and Charge Statement

Offer - Customer Copy (Please retain)

Printed 02/04/2013

Enquiry: 1610789 Scheme: 569101 Ver: 1

Offer for Electricity Connection Works by Western Power Distribution ("WPD") at:
 Horsemoor Drove

("the Works")

Characteristics of Supply

1 Connection(s)

Maximum Agreed Capacity	Import	100 kVA	Export	10000 kVA
System Voltage		33000 Volts		
Phases		Three Phase		
Frequency		50 Hz		

External earth loop impedance

Maximum Prospective Short Circuit Current at the exit point 21.9 kA

For information regarding the earthing provided by WPD for the Customer's use and the Customer's earthing responsibility see the Specific Conditions attached

Connection Charge

Non-Contestable	£177,771.30
Contestable work to be done by WPD *	£634,019.25
Operations, repairs and maintenance	£0.00
Charge sub-total	£811,790.55
Total payable before test & connect excluding VAT	£811,790.55
VAT @ 20.00%	£162,358.11
Total payable before test & connect	£974,148.66

* See explanatory guide for new connections to WPD's electricity distribution system

WPD's Offer is open for acceptance for ninety days from the date of the Offer Letter, after which it will (if not accepted) automatically expire. The Offer is made on the understanding that the Works are completed within one year from the date of your acceptance. Should the Works be incomplete at the end of the one year period WPD reserve the right to amend or withdraw this offer.

Acceptance (Do not detach)

I accept the terms and conditions set out in this Characteristics and Charge Statement, the Offer Letter and accompanying Specific and General Conditions for Connections Works.

I understand that payment of the Connection Charge shown above is required before the electricity connection is connected and energised and in accordance with the payment terms specified in the Offer Letter

I accept responsibility for any reasonable costs that WPD has incurred if I cancel this acceptance after construction work has commenced.

I understand that the new electricity connection cannot be used until an electricity supplier has been appointed and that the appointed supplier will arrange for the metering to be installed unless I have appointed a meter operator directly.

My Supplier for this connection will be
 (WPD will use this information for internal purposes only. The customer must contact their nominated Supplier directly in order to register the connection).

My Meter Operator for this connection will be (WPD provides metering services to customers in the South West and South Wales regions and can provide your half hourly metering. A list of Meter Operators can be obtained from energywatch or the Association of Meter Operators, www.meteroperators.org.uk).

Print Name LIAM KELLYSignature [Signature] Date 05/07/13Designation (if signing for a company) PROJECT MANAGERFor and on behalf of (company name) GREEN SWITCH SOLUTIONS LIMITED