

LAND TO THE EAST OF LONGWATER ROAD, FINCHAMPSTEAD

Utility Assessment

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Land to the East of
Longwater Road
Utility Assessment
UR-P02
11 June 2024

UTILITY ASSESSMENT

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11 June 2024

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UTILITY ASSESSMENT

ISSUE	DATE	REMARKS
UR-P01	May 2024	First Issue – Draft.
UR-P02	June 2024	Utility costs omitted. Water diversion information added. SSEN proposals added. Site layout updated.

Contents

EXECUTIVE SUMMARY	4
1 INTRODUCTION	6
1.1 General.....	6
2 ELECTRICITY	8
2.1 Distribution Network Operator (DNO)	8
2.2 Existing Infrastructure	8
2.3 Proposed Works.....	8
3 COMMUNICATIONS.....	9
3.1 Communication Providers	9
3.2 Existing Infrastructure	9
3.3 Proposed Works.....	9
4 WATER SERVICES	10
4.1 Network Supplier	10
4.2 Existing Infrastructure	10
4.3 Proposed New Connection	10
5 GAS.....	11
5.1 Network Supplier	11
5.2 Existing Infrastructure	11
5.3 Proposed New Connections.....	11
Appendix 1 – Easements	
Scottish and Southern Electricity Networks (SSEN)	
Openreach (British Telecommunications)	
South East Water (SEW).....	
Southern Gas Networks (SGN)	
APPENDIX 2 – CONTACTED UTILITIES.....	
APPENDIX 3 – CORRESPONDENCE	
APPENDIX 4 – SCOTTISH AND SOUTHERN ELECTRICITY NETWORKS	
APPENDIX 5 - TELECOMS INFORMATION.....	
APPENDIX 6 – SOUTH EAST WATER INFORMATION	
APPENDIX 7 – SOUTHERN GAS NETWORKS INFORMATION.....	
APPENDIX 8 - OTHER UTILITY PROVIDER INFORMATION	
APPENDIX 9 - SITE LAYOUT	

EXECUTIVE SUMMARY

This report contains the results of the investigation and appraisal of the Statutory Utility Authorities for gas, water, electricity and telecommunications for land to the east of Longwater Road, Finchampstead, Berkshire.

This report incorporates utility services' capacity check feedback from the local infrastructure providers based on the current scheme. The services impact assessment information is based on utility enquiries feedback received April – June 2024.

To confirm adequate capacities or requirements for infrastructure upgrades to the existing utilities to serve the new development, applications have been made to each of the utility companies. Returned correspondence is provided Appendix 3. (Note - The inclusion of energy efficient and renewable technologies could help to reduce the demand on the electricity, water services and resulting infrastructure costs).

The following utility companies own services located immediately adjacent to, or on, the proposed development:-

- Scottish and Southern Electricity Networks.
- British Telecommunications - Openreach.
- Southern Gas Networks.
- South East Water (mains water).
- Thames Water (sewers).

Not all existing installed services information may be indicated on the drawings provided by the utility companies. Further on-site investigations and surveys could show up additional services not shown on the utility drawings. These investigations would also provide a more accurate location of services shown on the drawings provided by the utility companies.

Affected services may need to be diverted or removed, if redundant. Services diverted away from the site will require new wayleaves to enable the utility companies to relocate their service. There may be costs involved to address any way-leave considerations.

On review of information received we should highlight that:-

- Scottish and Southern Electricity Networks (SEN) has no services crossing the site. There is a substation located in the housing estate to the north of the site (Woodmoor). There are low voltage mains in Longwater Road to the north of the site.

UTILITY ASSESSMENT

- SSEN has confirmed that the site can be supplied from the local low voltage (LV) infrastructure. A point of connection (POC) for a 202 kVA (all electric site) supply has been identified adjacent to the existing substation located in Woodmoor estate.
- British Telecommunications - Openreach (BT) pole mounted services outside the eastern boundary of the site.
- A search on Openreach's website indicates that the local exchange has been upgraded to support fibre broadband and fibre broadband is available locally.
- South East Water's (SEW) mains records indicate the presence of 15" cast iron (CI) main in Longwater Road. SEW has investigated the location of its main and conformed that no diversion works will be necessary when the site entrance is formed.
- SEW has confirmed that the site can be supplied from the local infrastructure without any requirement for reinforcement works.
- Southern Gas Networks (SGN) has a low pressure main in Longwater Road to the north of the site.

1 INTRODUCTION

1.1 General

- 1.1.1 RPS Consulting Services Ltd has been commissioned to assess and advise on utility services for the proposed residential development on land off Longwater Road, Finchampstead.
- 1.1.2 A full planning application is to be made for erection of 40 No. dwellings (Use Class C3), together with associated outdoor space and landscaping, drainage infrastructure, hard and soft landscaping, parking, access, and associated works.



Fig 1.1: Proposed development

- 1.1.3 This report advises on the existing services. The information contained within this report has been provided by the utility suppliers. These utility details are to be read in conjunction with this report.
- 1.1.4 Utility applications have been made for a development of 40 dwellings.
- 1.1.5 Each utility has been approached to ascertain requirements for new connections, diversions, and disconnections.

The anticipated loading on this development is as follows:-

- Electricity (LV): 5.0 kVA per dwelling (allowance for ASHP and EVCP) allowing for estate diversity and street lighting.
- Telecommunications: Up to 40 connections.
- Water: supply for 40 domestic dwellings (allowing diversity) with the addition of fire hydrants.
- Foul Drainage: site application by others. (Refer to Flood Risk Assessment / Drainage Strategy Report).

Note: The estimated loads above have been calculated from published baseline assessments for dwellings at this stage and do not constitute detail design load calculations. No allowance for any future development potential has been included. It would be the responsibility of the developer to ensure accurate utility load calculations are commissioned and produced for the scheme at the appropriate stage of design. RPS will not be held responsible for design calculations based on this stage 'A' assessment.

1.1.6 Sources of Information

For the purposes of this report, we have relied upon information from the following sources.

Statutory Contacts

Scottish and Southern Electricity Networks Primary Road Chalvey Slough SL1 2UD	Openreach (British Telecommunications) Openreach Newsites Reading Central Tel Exchange 41 Minster Street Reading RG1 2JB
Southern Gas Networks St Lawrence House Station Approach Horley Surrey RH6 9HJ	South East Water Developer Services Team Rocfort Road Snodland Kent ME6 5AH

- 1.1.7 Other service suppliers have been contacted. Information / confirmation from these suppliers that no services are located within the area identified has been received. These service suppliers are listed in Appendix 2. Correspondence / responses are included in Appendix 8.

2 ELECTRICITY

2.1 Distribution Network Operator (DNO)

- 2.1.1 The DNO in the area is Scottish and Southern Electricity Networks. (SSEN).
- 2.1.2 Information obtained from SSEN is reproduced in Appendix 4.

2.2 Existing Infrastructure

- 2.2.1 Drawings of existing services provided by SSEN indicate that there are no services located on the site.
- 2.2.2 There is a substation located on the adjacent housing estate (Woodmoor).

2.3 Proposed Works

- 2.3.1 SSEN has been requested to carry out a feasibility study to ascertain if the development can be supplied from the existing infrastructure. An application has been made for an all-electric site with an estimated load capacity of 202 kVA.
- 2.3.2 SSEN has confirmed that the site can be supplied from the local low voltage (LV) infrastructure. A new site substation will not be required.
- 2.3.3 A point of connection (POC) for a 202 kVA (all electric site) supply has been identified adjacent to the existing substation located in Woodmoor estate.
- 2.3.4 A full application for new connections should be made to SSEN when the full extent of the site is known. This will enable a network assessment to be carried out and a design to be drawn up. SSEN will assess the existing network infrastructure, decide upon the most suitable point for the new electrical connections and advise upon any network alterations and if a substation will be needed to support the new development.
- 2.3.5 Easement requirements for SSEN are detailed in Appendix 1.

3 COMMUNICATIONS

3.1 Communication Providers

- 3.1.1 British Telecommunications - Openreach (BT) provides domestic communications services in the area.
- 3.1.2 Infrastructure networks belonging to BT are shown on map records in Appendix 5.

3.2 Existing Infrastructure

- 3.2.1 BT drawings indicate that there are no services on the site.
- 3.2.2 There is a pole mounted distribution point located outside the eastern boundary of the site supplying dwellings in Cricket Hill.

3.3 Proposed Works

- 3.3.1 Applications should be made to BT when planning consent has been granted. Designs will not be progressed without a planning consent reference and registration of the development on to Openreach's "New Sites Portal".
- 3.3.2 BT has the capability of providing telephone and broadband connections through their system. A search on BT's website indicates that the local exchange has been upgraded to support fibre broadband but not ultrafast full fibre broadband.
- 3.3.3 An online enquiry into the speed of local BT broadband has produced the following results for a nearby property (53 Longwater Road) :-

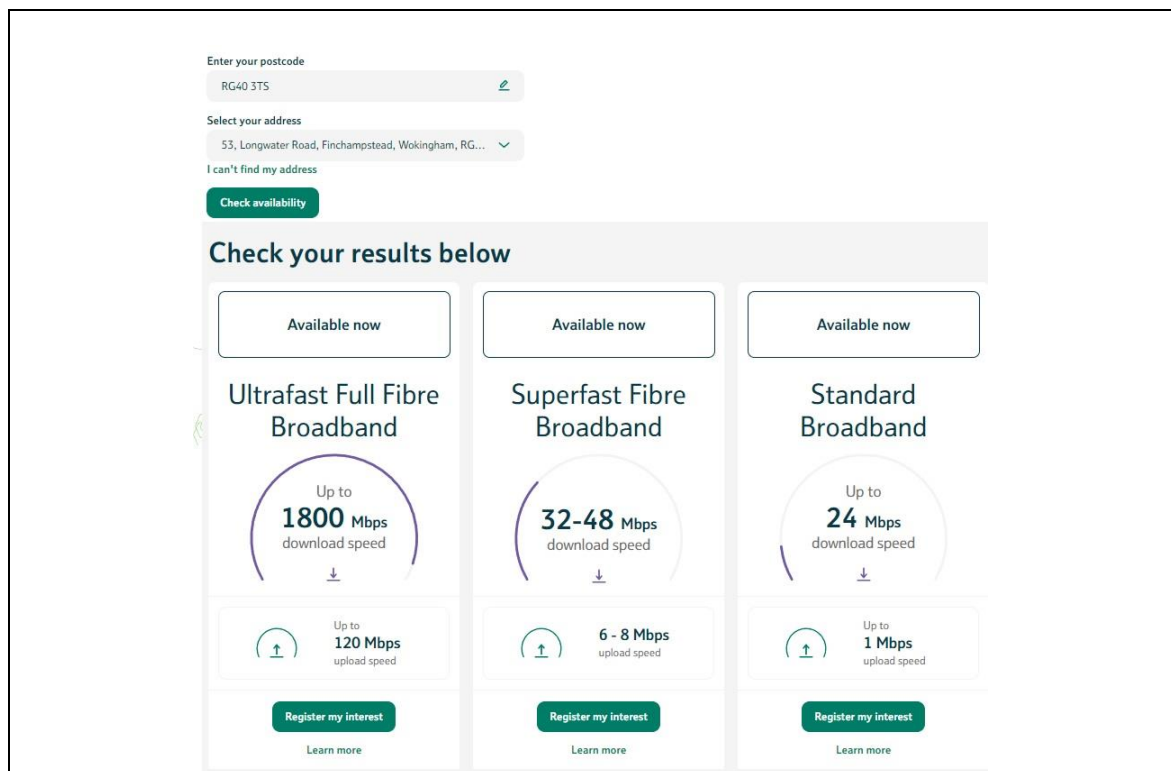


Figure 3.3 - Local fibre broadband speed

4 WATER SERVICES

4.1 Network Supplier

- 4.1.1 The network supplier in the area is South East Water (SEW).
- 4.1.2 Information received from the utility company is shown on the map records in Appendix 6.

4.2 Existing Infrastructure

- 4.2.1 The record drawing provided by SEW indicates the presence of a 15" cast iron main in Longwater Road, on the site side of the road where the site entrance is to be formed. SEW has confirmed that do diversion works are required for this main when the site entrance is formed,

4.3 Proposed New Connection

- 4.3.1 Water services to the site should be designed in line with domestic supplies provided at 1 bar (9 l/s).
- 4.3.2 SEW has confirmed that off site reinforcement works are required to support the development.
- 4.3.3 SEW has confirmed that the existing main in Longwater Road will not need diverting when the proposed site entrance is formed.
- 4.3.4 SEW no longer charge for site specific reinforcement works. All reinforcement works are subsidised through infrastructure charges.
- 4.3.5 A detailed load assessment should be carried out when the fixtures and fittings for each household are known and a formal application made to SEW.

5 GAS

5.1 Network Supplier

- 5.1.1 The main network operator in the area is Southern Gas Networks (SGN). Drawings showing its network in the vicinity of the site are located in Appendix 7.
- 5.1.2 An application has been made to SGN for the supply of domestic gas services to the site.

5.2 Existing Infrastructure

- 5.2.1 SGN has a 6" SI low pressure main located in Longwater Road which terminates to the north of the site.

5.3 Proposed New Connections

- 5.3.1 A gas network is not proposed for the development.

APPENDIX 1 – EASEMENTS

Scottish and Southern Electricity Networks (SSEN)

- A.** Where the Customer is the owner of the premises or any adjacent land on which the connection works are to be carried out, where reasonably required and at the request of SSEN for the sum of £1, the customer shall:
- grant an easement in perpetuity to SSEN to carry out the connection works and install, lay, repair, replace, renew alter and maintain the connection equipment and
 - enter into a lease for a term of 99 years for the benefit of SSEN of any part or parts of the premises for the siting, repairing, maintenance and access to the accommodation and the connection equipment, or
 - transfer the customer's ownership in an acceptable form to SSEN of any part or parts of the premises for the siting, repairing, maintenance and access to the accommodation and/or connection equipment.
- B.** Where the Customer is the owner, a leasehold interest in the premises or any adjacent land the customer shall, where reasonably required and at the request of SSEN, for the sum of £1:
- grant an easement to SSEN for a term of years expiring one day before the end of the customer's interest in the premises for the benefit of SSEN to carry out the connection works and install, lay, repair, replace, renew alter and maintain the connection equipment and
 - enter into a lease with SSEN for a term of years expiring one day before the end of the customer's leasehold interest in the premises for the benefit of SSEN of any parts or parts of the premises for the installation, laying, siting, repairing, replacement, renewing, altering, maintenance and access to the accommodation and the connection equipment.
- C.** The site will not be energised until all legal work is completed.

Openreach (British Telecommunications)

- A.** All excavations adjacent to apparatus are to be carried out by hand until the exact extent and/or location of apparatus is known. Mechanical borers and/or excavators shall not be used within 1 metre of apparatus or 2 metres of any pole without the supervisory presence of a BT representative. To prevent any movement of apparatus during excavation, complete shuttering shall be used as directed by the BT's engineer if:
- Excavation is deeper than the depth of cover of adjacent apparatus
 - Excavation is within 1.0 metre of apparatus in stable soil
 - Excavation is within 5.0 metres of apparatus in unstable soil
- B.** Contractors shall advise the BT representative, in writing, in order that any special measures protective may be arranged for affected apparatus if, for completion of the works, the contractor intends using any of the following:
- Pile driving equipment within 10.0 metres of apparatus
 - Explosives within 20.0 metres of apparatus
 - Laser equipment within 10.0 metres of apparatus

South East Water (SEW)

- A.** Building over water mains presents two principal problems:
1. They become completely inaccessible for maintenance and repair.
 2. Should they burst, water discharging under pressure may cause significant damage to property and may endanger the structure of the building, possibly to the point of collapse. Even a small volume, undetected long-term leak on a built-over main can erode foundations to the point of collapse.
- Accordingly:
1. Building over a water main is not permitted.
 2. Building alongside a water main is permitted provided a minimum distance of 3.0 metres each side is maintained from any part of the structure. In the case of large diameter mains (any mains above 300mm nominal bore) and strategically important or deep mains, a minimum distance of 5.0 metres is required.
 3. Where development has taken place and build-over has occurred, it is likely that a diversion at the developer /landowner's expense will be required.
- B.** SEW should be consulted at an early stage of the design process when building work is proposed near a public water main. This will allow any necessary arrangements for the protection of the infrastructure to be agreed.

Southern Gas Networks (SGN)

- A.** Protective measures must be taken when excavating in the vicinity of SGN apparatus up to 7 bar pressure. Reference should be made to the HSE Guidance Note HSG 47 "Avoiding Danger from Underground Services" and to "Utilities Guideline on Positioning and Colour Coding Apparatus".
- B.** SGN surface boxes must not be buried or moved. Access must be maintained both during and after works have been carried out. SGN reserve the right to locate and/or realign any boxes not left in such condition upon completion of works and at the expense of the contractor and/or client. No manhole cover or other structure is to be built over, around, or under a gas pipe and no work is to be carried out which results in the reduction or increase in cover protection without agreement.
- C.** No apparatus is to be laid directly above the line of existing gas pipes irrespective of clearance. Where new plant crosses over, or is laid alongside, an existing gas pipe, a minimum clearance of 250 millimetres (or 1.5 times the external diameter of the gas pipe if this is greater) between the gas pipes and new plant should be provided to allow future repair or maintenance. Where the minimum clearances cannot be met, or the work is close to a pipe operating above 2 bar (intermediate pressure), site discussions should be held with NG to agree a suitable clearance.
- D.** In addition, no works or crossings of intermediate pressure pipeline(s) are to be carried out until a detailed consultation has taken place with SGN.
- E.** Mechanical excavators (including breaker attachments) must not be used within 0.5 metres of SGN plant.
- F.** SGN should be consulted on all matters concerning the re-development of an existing site or development of a new site.

APPENDIX 2 – CONTACTED UTILITIES

UTILITY ASSESSMENT

Utility	Category	Status	Response	Notes
South East Water	Water	Received	Affected	15" cast iron main located Longwater Road at the proposed site entrance.
Openreach (British Telecommunications)	Telecom	Received	Affected	Distribution pole located outside the eastern perimeter of the site.
Scottish and Southern Electricity Networks	Electric	Received	Affected	Low voltage services located in Longwater Road to the north of the site.
Southern Gas Networks	Gas	Received	Not Affected	Low pressure mains located in Longwater Road to the north of the site.
Thames Water	Sewerage	Received	Affected	Mains located in verge next to public footpath to the north of the site.
Wokingham Borough Council	Council	Received	Affected	Street lighting to Longwater Road to the north of the site.
Gigaclear	Telecom	Received	Not affected	Services in private road extending from Lower Sandhurst Road
Environment Agency	Other	Received	Affected	Standard response received.
Utility Assets	INDO	Received	Not Affected	No response received following stated response period.
C.A. Telecom UK - [Colt Technology Services]	Telecom	Received	Not Affected	
CityFibre	Telecom	Received	Not Affected	Website used
Eclipse Power	IDNO	Received	Not Affected	

UTILITY ASSESSMENT

Utility	Category	Status	Response	Notes
GTC	Telecom, Gas, Electric, Water, Pipeline	Received	Not Affected	
Network Rail	Rail	Received	Not Affected	
OCU Group	IDNO / ICP	Received	Not Affected	
SKY Telecommunications Services	Telecom	Received	Not Affected	
Virgin Media	Telecom	Received	Not Affected	
Vodafone	Telecom	Received	Not Affected	

APPENDIX 3 – CORRESPONDENCE

Our reference: [REDACTED]

Your reference:

Rajendra Patel
Rps Consulting Services Limited
Rps Consulting
4Th Floor
1 Newhall St,
Birmingham
B3 3NH

[REDACTED]
**Southern Electric Power
Distribution plc**
Connections And Engineering
Walton Park
Walton Road
Cosham
PO6 1UJ



[REDACTED]
[REDACTED]
www.ssen.co.uk

28 May 2024

Dear Sir(s)

Site Details Land Off Longwater Road ("42 x single phase connections totalling 202kVA")

Thank you for your recent enquiry. We are pleased to provide you with an Offer on behalf of Southern Electric Power Distribution plc (SEPD), for the new electricity connections at the above development. This letter (including the pages attached to it which contain the Breakdown of Charges and Additional charges and assumptions, the Acceptance, and the Information Pack), together with the enclosed Standard Terms and Conditions constitutes our Offer.

Our Offer is subject to our obtaining all necessary legal consents to carry out the work as planned, including any consent required from third parties. Please refer to our website for more detailed information at www.ssen.co.uk/LandRights.



[REDACTED]
This Offer for All Works has been quoted including VAT (as applicable). Our Offer remains open for acceptance for the period stated in the enclosed Standard Terms and Conditions.

You can see a Breakdown of Charges later in this Offer. Please note that we will not be able to schedule works until you have accepted this Offer and we have received all sums due and payable on acceptance for the works detailed in this Offer. Where your Offer includes reinforcement or you are a

Second Comer and the initial connector has not yet been energised, then your connection may only be energised as set out in this Offer and associated Connection Agreement. Upon completion of the electrical works, you may also be required to pay any applicable 'Second Comer' charge as set out in this Offer, in accordance with the Electricity (Connection Charges) Regulations (ECCR).



The quotation has been calculated based on the information provided to date but please be aware that we will charge for any additional work required that has not been included in this Offer. It is important that you check the Offer thoroughly to avoid incurring any further charges.



We reserve the right to terminate our contract with you in certain circumstances where the works have not commenced or did commence but were then delayed. Our right to terminate is set out in the Standard Terms and Conditions enclosed with this Offer Letter. For the purposes of termination of contract, the period specified is 12 months from the date of your acceptance of this Offer.



We have calculated this quotation on the assumption that **you** will carry out all of the excavation and backfilling of the cable trenches required, on the land within the site boundary provided with your application. For the avoidance of doubt, if your site boundary crosses a public highway you will carry out all of the excavation and backfilling of the highway. Please note you must comply with the requirements for any works in the public highway as detailed in the enclosed Information Pack.

We need to identify three key roles on every project to ensure that the right matters are handled by the right people. This includes the **Connecting Customer** (the person or company who will ultimately use the connection), **Commercial Contact** (the person or company appointed by the Connecting Customer to manage the job on their behalf) and **Payer** (the person or company appointed by the Connecting Customer to manage the finances on the job).

From the information you've provided to date, we've assumed the following:

Connecting Customer: Catesby Estates Limited
Commercial Contact: Rps Consulting Services Limited
Payer: Catesby Estates Limited

If the above isn't correct, or if you would like to change any of the above named parties, please let us know.

Further information about these roles can be found at the following address: ssen.co.uk/our-services/new-supplies/contracted-parties

How long will it take?

It typically takes us **6 months** to complete a connection offer of this type, from the date acceptance is received. This date relates only to the Distribution Works required to provide the Connection, where applicable, and does not account for any Transmission Works that may be required.

This timescale may be subject to variation and is dependent on:

1. any further discussions we may have with you regarding the programming of the works;
2. all necessary land rights, planning and other consents being obtained in sufficient time;
3. the completion of any works by other people or companies (which may include you) that must be done before we can complete our works;
4. any access arrangements as may be specified in this connection offer;
5. any delays to the works due to unplanned outages on the Distribution network.

The above timescale is indicative and should be used for general planning purposes only as the completion date for the work has not yet been formally agreed.

INTERACTIVITY PROCESS: If we receive a number of applications for connection to the same part of our distribution system and there is insufficient capacity or other constraints that will prevent those connections and your proposed connection from being made, we will apply our interactive connection application process. **If your connection offer becomes interactive we will notify you of this.** To avoid delays in our interactive connections process, **the period within which each customer will have to accept an interactive connection offer is reduced to 30 days, or less if the period remaining for a customer to accept the offer is already shorter than 30 days.** For the avoidance of doubt, it will not be possible to extend the acceptance period where the interactive connections process applies. More detail of the interactivity process can be found in the interactivity section of our website:
<https://www.ssen.co.uk/Connections/InteractivityProcess/>

We have enclosed with this Offer an Information Pack, which contains information relevant to the work for which you have been quoted. Our **Statement of Methodology and Charges for Connection** provides detailed information regarding our charges. You can download our **Statement of Methodology and Charges for Connection** from our website at www.ssen.co.uk/Library/ChargingStatements. We trust the information we have provided is of assistance and if we can help further please do not hesitate to contact us. Alternatively, you may wish to visit our website at www.ssen.co.uk for further information.

Yours sincerely,
Thomas Humphrey
Connections Quoter

Glossary of Defined Terms Applicable to this Offer

“Adoption Agreement”	An agreement for us to adopt the Contestable Work, subject to the satisfaction of certain conditions.
“All Works”	Where both the Contestable and Non-Contestable Works are carried out by Scottish Hydro Electric Power Distribution plc or Southern Electric Power Distribution plc.
“Bilateral Connection Agreement”	Means in this Offer an agreement between SEPD and National Grid enabling connection to the electricity transmission system.
“Cancellation Charge”	The charge notified to SEPD by National Grid and payable by SEPD to National Grid in respect of the Transmission Works: (a) in the event of termination of this Offer; and/or (b) in the event of a reduction in the Customer’s Maximum Import Capacity.
“Company”	Means Southern Electric Power Distribution plc (SEPD).
“Connections Regulations”	Means regulations made in relation to connections standards of performance under section 29A of the Electricity Act 1989.
“Contestable Works”	Also known as Contestable Connection Activities, are works necessary for the provision of the Connection which can also be undertaken by an ICP or an IDNO.
“Connection Offer Expenses”	Means charges pursuant to The Electricity (Connection Offer Expenses) Regulations, as amended from time to time. These regulations permit SEPD to charge the Customer for work undertaken in the preparation of the Connection Offer.
“Distribution Code”	Means the Distribution Code that SEPD is required to maintain in force.
“Distribution System”	Means the distribution network for electricity operated by SEPD.
“DNO”	Means Distribution Network Operator. Electricity distribution networks carry electricity from the high voltage transmission grid to industrial, commercial and domestic users. Scottish Hydro Electric Power Distribution plc and Southern Electric Power Distribution plc are licensed distribution network operators (DNOs).
“ICP”	Means an accredited Independent Connections Provider registered with the Lloyd’s Register, including its agents.
“IDNO”	Means Independent Distribution Network Operator. These are smaller networks owned and operated by independent distribution network operators (IDNOs) located within the areas covered by the DNOs.
“Letter of Credit”	Means an unconditional irrevocable standby letter of credit, in such form as SEPD may approve at its absolute discretion, issued in favour of SEPD by a Qualified Bank allowing for partial drawings and providing for the payment to SEPD forthwith on demand.
“Licence”	Also known as Electricity Distribution Licence means an electricity distribution licence granted or treated as granted under section 6 (1) (c) of the Electricity Act 1989 that authorises an electricity distributor to distribute electricity.

“Modification Application”	Means an application to modify the relevant Bilateral Connection Agreement technical conditions in accordance with the Connection and Use of System Code requirements.
“National Grid”	Means National Grid Electricity System Operator (NGESO), the company which owns and maintains the electricity transmission system in England and Wales and operates the system across Great Britain as the National Electricity Transmission System Operator (NETSO).
“Non-Contestable Works”	Also known as Non-Contestable Connections Services, are those services which are necessary for the provision of a connection and in accordance with our Connection Charging Statement, cannot be provided by a person other than Scottish Hydro Electric Power Distribution plc or Southern Electric Power Distribution plc.
“Performance Bond”	Means an unconditional irrevocable performance bond or performance guarantee executed as a deed in such form as SEPD may approve at its absolute discretion, issued in favour of SEPD allowing for partial drawings and providing for the payment to SEPD forthwith on demand.
“Point of Connection”	Means the point (or points) of physical connection to our existing Distribution System.
“Point of Supply”	Means the point (or points) of physical connection of the electricity supply into the property.
“Qualified Bank”	Means any United Kingdom clearing bank or any other bank which in each case has a long-term debt rating of not less than single "A" by Standard and Poor's or by Moody's, or such other bank as SEPD may approve at its absolute discretion and which shall be available for payment at a branch of the issuing bank.
“Second Comer”	Means any connectee who subsequently connects to and benefits from infrastructure paid for by an earlier connectee and is therefore liable to pay for their share of incurred costs under the Electricity (Connection Charges) Regulations.
“Statement of Methodology and Charges for Connection”	The Connection Charging Methodology is a complete and documented explanation of the methods, principles and assumptions for our connection charges. The Connection Charging Statement sets out the basis of charges for the provision of a connection.
“The Electricity (Connection Charges) Regulations) or ECCR”	Means The Electricity (Connection Charges) Regulations, as amended from time to time. These regulations provide that where a person connects to and benefits from electricity infrastructure that was paid for by an initial connectee, the earlier connectee can be reimbursed for a share of the costs by subsequent connecting customers.
“Transmission Works”	Means any works necessary in relation to the National Electricity Transmission System (NETS), which require to be completed to permit the energisation of the Connection and import of electricity in accordance with this Offer.

What you need to do

- ➔ You are required to ensure that all works on your own electrical installations are carried out by a qualified electrical contractor. Statutory qualification schemes, for Building Regulation purposes, are currently run by NICEIC, SELECT, ECA, NAPIT, ELECSA, British Standards Institution and BRE Certification.
- ➔ Please enclose either a cheque or, if paying by Bank Transfer, make payment before acceptance. Alternatively, you may call to pay by credit/debit card or use our online services.

Please note

- ! Southern Electric Power Distribution plc is the Distribution Network Operator (DNO) for the area in which your project is located. There are Independent Connection Providers (ICPs) and Independent Distribution Network Operators (IDNOs) who may be able to provide you with an alternative Offer to carry out some of this work. Please refer to <https://www.lr.org/en/utilities/national-electricity-registration-schemes/search/> for further details.
- ! This Offer serves as a notice under Section 16A (5) of the Electricity Act 1989. Should you have any concerns relating to this Offer please contact us using the details on the first page of this letter and we will try to resolve any issues directly with you. If you still then have concerns, Section 23 of the Act allows for any unresolved disputes relating to the provision of this Offer to be determined by the Gas and Electricity Markets Authority (the "Authority"). The dispute must be referred to the Authority within 12 months following the date of connection. The dispute may be determined either by an Order of the Authority, or referred by the Authority for arbitration. An order made in relation to the dispute shall be final and binding on the parties and may include a direction to pay costs and expenses.
- ➔ We can often offer a payment schedule depending on the timescale and costs of your project.
- ➔ Please contact your designer if you wish to discuss the above.

Your All Works Offer explained

Breakdown of Charges

Description of connection charges

Connections: 42 Domestic	£ [REDACTED]
Lay approximately 655m of LV cable.	
Total connection charges	£ [REDACTED]

Description of non-contestable charges

Breach Joint	
Final connection	£ [REDACTED]
Inspection & Monitoring	[REDACTED]
Total non-contestable charges	£ [REDACTED]

All works totals

Net total at standard rate VAT	£0.00
Net total at low rate VAT	£0.00
Net total at zero rate VAT	£ [REDACTED]
VAT at standard rate (20%)	£0.00
VAT at low rate (5%)	£0.00
Total charge to applicant	£ [REDACTED]

Please refer to our enclosed Detailed Cost Breakdown for further information.

Alternative Offer to provide Non-Contestable Works only

Some of the works included in this Offer are Contestable Works and may be delivered by an Independent Connections Provider (ICP) or Independent Distribution Network Operator (IDNO) known as an Alternative Provider. Such providers are listed at www.lrga.com/en/utilities/national-electricity-registration-scheme-ners/ and may be able to provide you with alternative offers for the work.

We must provide the Non-Contestable Works if you choose to progress with this connection. Our Offer for the Non-Contestable Works is detailed below:

Description of non-contestable charges

Breach Joint	
Final connection	£ [REDACTED]
Inspection & Monitoring	£ [REDACTED]
Total non-contestable charges	£ [REDACTED]

Non-contestable works totals

Net total at standard rate VAT	
Net total at low rate VAT	
Net total at zero rate VAT	
VAT at standard rate (20%)	£ [REDACTED]
VAT at low rate (5%)	
Total charge to applicant	£ [REDACTED]

If you accept the Non-Contestable Works Only Offer you must appoint an Independent Connection Provider (ICP) or Independent Distribution Network Operator (IDNO) to deliver the Contestable Works and ensure your full connection is completed. Your appointed ICP/IDNO is required to submit a design to us (for our approval or for our review if self-design approval) and to enter into an Adoption Agreement with us, for the Contestable Works to be adopted by us, prior to final connection. More details on what is required for design approval can be found on our [website](#). Where we are asked to approve the design, an additional charge is required to be paid. You can find information on our charges in our Statement of Methodology and Charges for Connection on our [website](#). Your appointed ICP/IDNO is required to send their design for approval or review to nc.connections@sse.com.

Additional and Amended charges and assumptions Applicable to this Offer

We reserve the right to amend the charges at any time after the date of this Offer as a result of variations to material or labour costs which will impact upon the costs incurred by us in providing the Connection. This Offer is made on the basis of a desktop study of the Site, subsequent Site investigations may require design changes which result in additional charges. Please note that whilst such changes in costs may occur at any time due to contractual variations and/or our rights and/or obligations to recover costs incurred pursuant to legislation or our Licence, such a change is very likely to be relevant where the estimated date of completion of the Distribution Works is in excess of 12 months from the date of this Offer.

In the event that, following your acceptance of this Offer, SEPD issues any variation or amendment of the Offer, including a re-issued Offer, and you have (i) advised SEPD that you do not accept such variation or amendment; or (ii) you have failed to accept or sign the variation or amendment within the timescales required by SEPD, SEPD shall be entitled to terminate this Offer upon written notice to you and on termination of this Offer pursuant to this paragraph any variation or amendment, or re-issued Offer, shall lapse (to the extent not already lapsed) and shall not be capable of acceptance by you. In the event of termination of this Offer pursuant to this paragraph the provisions of this Offer relating to termination shall apply.

Important notice: Traffic Management Act – Street Works Permit schemes

A permit scheme is in place for Local Authorities in England and Wales. This scheme includes charges for providing the permits for street works. This Offer excludes any charges that may be levied by the Local Authority in respect of these costs. It is important to note that any such charges which are relevant to this project will be subsequently passed on to you through a separate invoice. In addition to the actual charges from the Local Authority, we will charge £25.00 + VAT to cover our administrative charges. Acceptance of this Offer means that you also accept these additional charges.

You may wish to seek clarification on how these charges may affect you from the relevant Local Authority.

Connections

All on site excavation and reinstatement is to be carried out by you.

Land Rights (including wayleaves), Planning and Other Consents

Third party consents may be required for the works and we have assumed that they will be granted without dispute and in accordance with SEPD's standard land rights' style agreements.

Where we are unable to obtain third party consents, the design and terms of our contract with you may need to be revised and you will need to meet any associated additional costs that may be incurred by us or such third party, arising from but not limited to:

Land rights

- Legal and other professional fees and expenses incurred by us and any third party in connection with securing the required land rights;
- Wayleave fees levied by third parties to process wayleave agreements; and
- Costs associated with any compulsory purchase or necessary wayleave applications, which may have to be submitted under the Electricity Act 1989. Timescales and costs for determination of a compulsory purchase or wayleave consent will depend on the specific circumstances of the application. An

application for a compulsory purchase or necessary wayleave does not guarantee a positive determination. The decision to pursue a compulsory purchase or necessary wayleave remains at the sole discretion of SEPD.

Other consents

- Specialist ecology surveys;
- Tree cutting compensation and sterilisation;
- Archaeology investigations including watching briefs; and
- Damage claims and any associated surveyor's fees where the damage is over and above what is reasonably necessary to undertake the works.

Job reference: [REDACTED]

Offer for new supply at Land Off Longwater Road

Please indicate your acceptance of this Offer:

☐

All Works

☐

Non-Contestable Works only

You can pay the charges set out in this Offer by credit or debit card, cheque or bank transfer, either by post, by phone or via our website (if you are registered). Please note that we accept card payments for charges up to £10,000 in value (including VAT). If you wish to pay for charges above that value by card payments, please contact us and we will review your request, we may be able to agree card payment at a higher value but are not obliged to do so.

If you wish to pay by credit or debit card, you can do this by logging in to your account at <https://ssen.custhelp.com/app/home>, or please call our payment line on 0800 197 5527 and use the phone payment reference provided below. You may only pay on the Customer's behalf if you have been formally appointed as "Payer" by the Customer. Any payment without such appointment will be entirely at your own risk.

Phone Payment Reference: 982602-8321-000969-310738-3

Please complete this form and return it to us by post or email:

Attn. Quote Acceptance, Connections and Engineering
Scottish and Southern Electricity Networks
Walton Road
Cosham
PO6 1UJ

E-mail: quote.acceptance@sse.com

If paying by cheque, please make it payable to Southern Electric Power Distribution plc. Please complete this form and return it with your cheque to the address above.

If paying by bank transfer, you must instruct your bank to transfer funds **before** returning this form to the above address. Please ask your bank to label your payment with the job reference as given above. Our bank account details are:

Account name:	Southern Electric Power Distribution plc
Bank:	NatWest
Sort code:	60-17-21
Account number:	89542592
IBAN code:	GB17 NWBK 601721 89542592
Swift No (BIC):	NWBK GB 2L
UTR:	64581 10616
VAT registration number:	553 7696 03

Amount Paid:



Choose your method of payment:

☐ Cheque ☐ Bank Transfer ☐ Credit/Debit Card

If you wish to accept this Offer please provide the payer's name and address.

**PRINT
payer's
name and
address:**

If you wish to accept this Offer please date and sign the acceptance at the end of this acceptance form. To validly accept this Offer the signed acceptance form should be submitted along with all payments due, including the Connection Offer Expenses, as well as any other items required by this Offer. Failure to comply with these requirements could invalidate any acceptance.

-  Once we have received your payment in cleared funds we will issue a receipt to you at the address you have notified to us or to such alternative address as you advise us prior to issue of the receipt.
-  If we receive your payment without this completed acceptance form, we shall be entitled but not obliged to treat your payment as acceptance of our Offer. Where the quotation value is greater than £100,000 (including VAT) we do require the completed acceptance form.
-  If you cancel the works referred to in this Offer before commitment or commencement of any associated tasks, we will return any sums paid to us minus administration costs. If you entered into a contract with us as a consumer the terms of our Supplementary Consumer Terms and Conditions will apply in respect of your cancellation and refund rights.
-  If you cancel the works before completion, we will deduct any costs incurred which will include the costs of any site visits conducted, drawings and plans produced for your works and administration costs incurred prior to receipt of your cancellation notice. If you entered into a contract with us as a consumer the terms of our Supplementary Consumer Terms and Conditions will apply in respect of your cancellation and refund rights.
-  If you accept our Non-Contestable Works Offer only, you understand that we will not complete the contestable element of the All Works Offer. You then must appoint an Independent Connection Provider (ICP) or Independent Distribution Network Operator (IDNO) to deliver this for you.

If you are accepting this Offer as a consumer our Standard Terms and Conditions are varied by the enclosed Supplementary Consumer Terms and Conditions. Please note that your rights as a consumer mean that you are entitled to cancel the contract within 14 days following your acceptance of our Offer and we must refund any payment you have made to us in respect of the works. We are not allowed to commence the works during this 14 day period, unless you consent to this. If you want us to undertake the works at the earliest possible date and where possible to start during the 14 day cancellation period please confirm by marking an "X" in the box below.

☐ I confirm that I consent to the provision of the works during the 14 day cancellation period and that I have read the enclosed Supplementary Consumer Terms and Conditions.

Please note that it may not be possible for us to commence the works during the 14 day cancellation period and your consent does not mean that we are under any obligation to do so.

This Offer must be signed and accepted by the Customer, not by a third party or agent on behalf of the Customer, unless we have been provided in advance with a satisfactory letter of authority signed by the Customer, permitting signature and acceptance by that third party or agent on the Customer's behalf.

I confirm that I have read, understood and accept the terms and conditions set out in and accompanying this Offer.

Signed: _____ **Date:** _____

**Name
(PRINT)** _____

**Position
(PRINT)** _____



Please use this sheet as a return address.

Quote Acceptance Team
Connections and Engineering
Scottish and Southern Electricity Networks
Walton Road
Cosham
PO6 1UJ

E-mail: quote.acceptance@sse.com





Information pack

We have enclosed this Information Pack which we trust you will find useful. This pack contains information relevant to the Offer made. However, if you have any further questions, please don't hesitate to contact us.

Contents

Safety

When we carry out any job, Safety is our first priority. Your safety is important to us. Our motto is, "We do it safely, or not at all". Please read the enclosed information carefully and if in any doubt, please ask us to explain.

Connections Guaranteed Standards of Performance

The Connections Guaranteed Standards of Performance are guaranteed standards of service levels set out under the Connections Regulations and must be met by each distribution company. These standards have been set to guarantee a level of service that is reasonable to expect companies to deliver.

If the distribution company fails to meet the level of service required, it may be obliged to make a payment to the customer. To find out what these guaranteed standards of performance cover please visit our website at www.ssen.co.uk/CustomerService/PerformanceStandards.

Please visit the Gov.uk website at <http://www.legislation.gov.uk/ukxi/2015/698/made> if you require more information in relation to guaranteed standards in respect of demand connections. For generation connections Ofgem's Distributed Generation Standards Direction Guidance Document can be located at <http://www.ofgem.gov.uk/publications-and-updates/distributed-generation-standards-direction-guidance-document>

Your connection details

This details what size (capacity) and voltage your connection(s) will be. It includes information about your Connection Agreement (if required), and advice on appointing a supplier, what you need to do to get a meter installed, positioning of your supply point and Earthing of your connection.

Your site requirements schedule

This gives details of any site works you will need to complete for us to meet your requirements. It includes what you need to know about cable routes and trenching.

Safety

We ask you to take note of the following:

In accordance with the Health and Safety Executive Guidance Note GS6, you are required to take every precaution to ensure that cranes, tipper lorries, scaffolding, ladders and other plant employed on your works are kept at a safe distance from overhead electric lines and their supports and that such supports are not disturbed by excavations. Goal posts with height restriction will need to be placed at appropriate locations for vehicles passing underneath SEPD's overhead lines.

In accordance with Health and Safety Executive Guidance Note HSG47 care will also be necessary when digging in proximity to underground cables, particularly if mechanical excavators are used.

Overhead lines, underground cables and other electrical plant must be regarded as being "live". Before commencing work in proximity to such plant, written notification must be given to SEPD.

If during the course of your works, any cable should be damaged by you/or your contractors, then this fact must be reported to our Emergency Service Centre on 08000 72 72 82 immediately. You will be liable to us for the full cost of any repairs.

Locating cables on site

Any drawings that we have enclosed with this Offer may not be suitable for locating cables on site due to scaling issues. If you wish to obtain the latest copies of our cable records please refer to <https://www.linsearchbeforeudig.co.uk/>

You must excavate hand-dug trial holes to establish the actual positions of all cables before any mechanical excavation works commence.

Your Point of Connection details

LV Point(s) of Connection

We have calculated the voltage drop at the Point of Connection as 1.00% and an earth loop impedance of 1.000 ohms using a modelling tool (WinDebut) – this figure assumes that the general load is split equally over the three phases, and that no motors are starting. The fault level at the Point of Connection is 1.00MVA but could rise to 17.30MVA and you are advised to design your network accordingly.

The connection will be 3-phase, 230 - 400 Volts, and alternating current at 50 Hz, with a maximum capacity of 202kVA. Where your connection involves multiple phases you will need to balance the electrical load evenly across the phases to avoid overloading.

A Network to be adopted by SEPD

For any network subsequently to be adopted by SEPD, your design of any Contestable Works, including substation buildings and plinths must comply with our Standards and Specifications and the process for adoption of these assets will be as laid out in documents on our website. Access to our Standards and Specifications, network information and GIS is via a secure login applied for and accessed at: www.ssen.co.uk/CompetitionInConnections.

Please be advised that it is vital that the Adoption Agreement is properly entered into by BOTH parties BEFORE any works commence on site. Any plant or cable installed before the Adoption Agreement is entered into is at your own risk and any costs incurred in carrying out inspections and making these assets subsequently fit for adoption will be borne by you. SEPD will not be responsible for any delays to the programme which may result.

The current model of Adoption Agreement can be viewed on our website.

You will require to carry out the contestable works to be adopted subject to the necessary safety precautions, consents and wayleaves and other appropriate conditions, agreements and standards and specifications being satisfied including:

- Design for the connection downstream from the Point of Connection to the existing assets.
- Procurement and provision of the required materials.
- All excavation, trenching and reinstatement (whether temporary or permanent) including excavations for the non-contestable final connection joint.
- Provision and installation of all mains and service ducting.
- Recording of work, location of cable routes and equipment and the provision of this information to us.
- Making provision for the installation of metering equipment by an approved Meter Operator.

All jointing will be in accordance with our approved design within the scope and authorisation level of our current Safety Management Procedures.

The contestable works and your installation must be designed and installed in accordance with the technical engineering requirements of the Distribution Code and the following Engineering Recommendations:

- (i) Engineering Recommendation G5/4 ("Planning Levels for Harmonic Voltage Distortion and the Connection of Non-Linear Equipment to Transmission Systems and Distribution Networks in the United Kingdom")
- (ii) Engineering Recommendation P28 ("Planning Limits for Voltage Fluctuations caused by Industrial, Commercial and Domestic Equipment in the UK")

Your connection details

LV Point(s) of Connection

Connection - Domestic (Not Flats)

We have calculated the voltage drop at the Point of Connection as 1.00% and an earth loop impedance of 1.000 ohms using a modelling tool (WinDebut) – this figure assumes that the general load is split equally over the three phases, and that no motors are starting. The fault level at the Point of Connection is 1.00MVA but could rise to 4.00MVA and you are advised to design your network accordingly.

The connection to each property will be one-phase, 230 Volts, and alternating current at 50Hz, terminating in a fused cut out with a maximum capacity of 100 Amps subject to an after diversity maximum demand of 202kVA for the entire development.

How to Get Your Meter

It is extremely important for you to note that your meters cannot be installed or relocated by Southern Electric Power Distribution plc. Although Southern Electric Power Distribution plc owns the cables coming into the premises **we are not an electricity supply company and we do not install or relocate the meters.** You must arrange a supply contract with the Supplier of your choice. Once you have chosen your preferred Supplier you will need to contact them to register the MPAN(s) associated with the new premises. We suggest you do this as soon as possible to avoid any delays in being able to use your electricity supply.

Once you have registered with your chosen supplier, they will arrange for their Meter Operator to fit the meter(s) and energise the supply(ies). Meter(s) cannot be installed until all connection works have been completed by us.

What is an MPAN number

- The MPAN (Meter Point Administration Number) is a unique number that identifies each electricity supply point.
- The MPAN is sometimes also called a Supply Number but it should not be confused with your customer reference number.
- **Every MPAN number must be registered with a Supplier before a meter can be connected and final energisation can take place.**

Earthing

The electrical installation must comply with statutory requirements. Protection against earth leakage is at all times the responsibility of the customer. In most cases we can assist and will provide either a PME (TN-CS) terminal or a SEN (TN-S) terminal at the meter position. Where provided, we strongly recommend that you make use of this facility. The bonding of the electrical installation must meet the requirements of the current edition of the IET Wiring Regulations.

Service Intake Housing – Cabinets

The house service cable must be installed in 32mm internal diameter **black** polyethylene ducting (complying with the current edition of the ENATS specification 12-24) from our mains cable to the meter position. You must supply and install this ducting as you carry out your site works. Please lay the ducting with a minimum cover of 450mm on the most direct route from the boundary of the property to its meter position. You must provide a draw wire or rope in the ducting and you will be responsible for clearing the ducting if it is found to be blocked. You must install cable marker tape over all service ducting, directly above the ducting at a depth of 250mm below finished ground level.

For further details, please, refer to TG-NET-CAB-014 'Underground Service Connections to Unmetered Street Furniture - Design Standard' which is available on our website at www.ssen.co.uk/Forms/SignIn/?ReturnUrl=CompetitionInConnectionsSecureDocuments.

The service termination and metering equipment for each property will be at the positions shown on your plan in external meter cabinets. These positions must allow unrestricted access for Southern Electric Power Distribution plc's personnel.

You must supply and install the cabinets together with a preformed 'hockey stick' as part of your site works. The cabinet is only large enough for our equipment, you should fit your own main switches on an inside wall so that the length of interconnecting cable does not exceed 3.0m. This cable must only enter through the bottom of the cabinet, through the right hand hole when viewed from the front.

Meter cabinets are the responsibility of the customer and Southern Electric Power Distribution plc will not be responsible for their maintenance, repair or replacement.

The 'hockey stick' must not be installed within the wall cavity of timber framed dwellings. The 'hockey stick' can be installed either within the cavity or clipped to the outer surface of the wall below the cabinet. A white 'hockey stick' must be used on the outer surface of walls. The service ducting must be securely coupled to the 'hockey stick'.

Alternatively, but only by prior agreement, we may allow internal meter cabinets.

The following considerations apply to the service termination position for each property:

- (a) The service position shall be situated in the premises being supplied.
- (b) The service cable shall be as short as practicable subject to a maximum length.
- (c) Where external cabinets are used the service position shall be in an approved external meter cabinet as close as practicable to the LV distributor. External cabinets must be installed in a position where they cannot be enclosed such as being behind gates, to the rear of properties or in bin stores. The top of the cabinet must not be more than 1750mm above ground level and the minimum height to the bottom of the cabinet is 500mm. Where boxes are situated adjacent to each other a label shall be installed inside the box stating which property the cable feeds.
- (d) For internal points of supply, the service position shall be situated on the inside face of an external wall situated as close as practicable to the LV distributor. Service terminations must not be installed in cellars, toilets, bathrooms, kitchens, bedrooms, under stairs with headroom of less than 2.0m, over doorways or on partition or stud dry-lined walls, or any other position not complying with BS 7671.
- (e) The customer shall retain ownership and be responsible for the maintenance and repair of the cabinet or meter board.

Site Requirements

This site requirements schedule includes any detailed requirements for our on-site works, what you need to know about cable routes and trenching and any special or unusual load you have requested to be connected such as motors and welders.

SEPD Reference: [REDACTED]

Site address: Longwater Road
Finchampstead
RG40 3TS

Offer date: 28 May 2024

This site requirements schedule gives details of the site works you will need to complete for us to meet your requirements. Please read this document carefully as any problems with these works may result in additional charges and/or delays. If you need any assistance please contact us.

When we attend to undertake our works you must ensure that any substation's site(s), cable routes and any associated overhead line positions are clear of all encumbrances and ready for on site construction.

You are required to ensure that all works on your own electrical installation are carried out by a qualified electrical contractor who is registered. Statutory qualification schemes, for Building Regulation purposes, are currently run by NICEIC, SELECT, ECA, NAPIT, ELECSA, British Standards Institution and BRE Certification. For Government approved organisations that register electricians please refer to the Electrical Safety Council.

Cable Routes and Ducts

Before we can lay our cables you will need to set out kerb lines, establish levels where roads or footpaths are not yet being constructed and, provide routes clear of obstructions or building materials. We will charge you for any subsequent alterations to our cables because of changes to the site layout.

You will need to install 150mm diameter road crossing ducts. These must be twin walled black polyethylene ducting such as Ridgiduct, complying with the current edition of the ENATS specification 12-24.

Duct crossings must be laid at a depth of not less than 600mm and not more than 800mm below the finished road surface. The crossings should extend approximately 150mm beyond the kerb line on either side of the road and the ends should be blanked off to prevent ingress of spoil.

Please ensure that ducts provided for our use are spaced at least 1.0m clear of inspection pits and other duct lines to ensure working clearance at the ends of the ducts.

Trenching and Inspection of Cables

Where you are trenching for our cables, further information is available in our 'New Connections – Mains Trenching and Cable Laying Guide'. Please ask our Team Manager for a copy or download it directly from our website at www.ssen.co.uk/connections/usefuldocuments/. This will ensure you meet our requirements and comply with the NJUG recommendations.

We will blind our cables using suitable material – which must be free of sharp stones and rocks etc. Where the excavated material is not suitable, you will need to provide us, free of charge, an alternative material for this purpose, typically sand. You will be responsible for backfilling and reinstatement of the trenches. Please contact our Team Manager a few days before you start works on site and he will visit and advise you on any additional requirements.

Service Strips



Your plan shows areas where you appear not to be providing clearly defined footpaths as part of the development. Please confirm that you will provide 2.0m wide service strips for adoption by the Local Authority. When you reply, please include highlighted copies of Section 38 plans.

You are required to ensure that all works on your own electrical installation are carried out by a qualified electrical contractor who is registered. Statutory qualification schemes, for Building Regulation purposes, are currently run by NICEIC, SELECT, ECA, NAPIT, ELECSA, British Standards Institution and BRE Certification. For Government approved organisations that register electricians please refer to the Electrical Safety Council.

Removal of SEPD's Equipment

Any equipment disconnected from our network is still our property. You may not remove any disconnected plant or cables without our prior agreement.

Harmonic Distortion Limits

The complete installation must strictly comply with the requirements detailed in the Energy Networks Association Engineering Recommendation G5/4 "Planning levels for harmonic voltage distortion and the connection of non-linear equipment to transmission systems and distribution networks in the United Kingdom". The connection must comply with the Stage 1, Stage 2 or Stage 3 limits as specified by G5/4. In the event of non compliance with G5/4, we reserve the right to disconnect the installation from the network until compliance can be guaranteed. This is to prevent unwanted disturbance to other customers connected to the network.

Multiple Points of Supply to a Site

We are providing more than one Point of Supply to this site. It is essential that you / your client / the site operatives **do not** allow the interconnection of the Points of Supply.

The Company's Standard Terms and Conditions

Definitions:	
The "Act":	Shall mean the Electricity Act 1989.
The "Adoption Agreement":	The agreement between the Customer and the Company for adoption of any Contestable Connection Works undertaken by the Customer.
"Affiliate(s)":	Shall mean a company or corporation which is the ultimate holding company of the Company or a subsidiary of such ultimate holding company and for the purposes of such definition 'holding company' and 'subsidiary' shall have the meanings assigned to them in Section 1159 of the Companies Act 2006.
The "Agreement":	The agreement constituted by the Offer and the Customer's acceptance and any permitted variation from time to time.
The "Agreement Date":	The date of the Customer's acceptance of the Offer.
"Alternative Provider":	Means a National Electricity Registration Scheme (NERS) accredited Independent Connection Provider (ICP) or an Independent Distribution Network Operator (IDNO).
"Business Day":	any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday in the country (of the United Kingdom) where the Works are to be undertaken.
The "Charges":	Means the charges identified and stated in the Quotation (as varied in accordance with the Agreement) to undertake the Company's Works.
The "Company":	Shall mean either Scottish Hydro Electric Power Distribution plc (company number: SC213460) or Southern Electric Power Distribution plc (company number: 04094290) as specified in the Offer Letter.
The "Company's Requirements":	The Company's technical requirements as set out on the Website and in the Offer.
The "Company's Works":	The works that the Company will carry out as detailed in and subject to the terms in the Offer.
The "Connection Agreement":	The agreement between the Company and the Customer relating to the connection of the Premises.
The "Consumer":	Means an individual acting for purposes which are wholly or mainly outside the individual's trade, business, craft or profession.
"Consumer Terms and Conditions":	Means the Supplementary Consumer Terms and Conditions attached to these standard terms and conditions.
The "Contestable Connection Works":	The part of the Works that the Customer may elect to undertake or appoint an appropriate third party to undertake.
The "Cost Apportionment Contribution":	A financial contribution made with respect to the costs of connection from the Company in favour of the Customer.
The "Customer":	The person, firm or company who is the owner or occupier of the Premises who requires the connection and whose name and address should be shown in the Offer Letter.
The "Customer's Works"	Means the works that the Customer will carry out, including where applicable the Contestable Connection Works.
"Disputes":	Means any disputes and/or claims between the parties arising out of or in connection with this Agreement (including any non-contractual disputes) or any disputes and/or claims between the Customer and a third party(s) which has an impact (or has the potential to impact) any of the parties' obligations under this Agreement and/or any aspect of Works.
The "Equipment":	The equipment, plant and/ or apparatus the Company will supply as detailed in the Offer Letter.
The "Information Pack":	The Customer site requirements document supplied with and forming part of the Offer Letter.
The "Land Rights":	Means rights in, under or over land for the construction, installation, operation, repair, maintenance, renewal, removal or use of the Contestable Connection Works and/or the Company Works.
The "Land Rights Criteria":	The criteria as set out on the Website providing the Company's requirements for Land Rights.
"National Grid"	Means National Grid Electricity Transmission plc, the company which owns and maintains the electricity transmission system in England and Wales and operates the system across Great Britain as the national electricity transmission system operator.
The "Offer":	These standard terms and conditions and the Offer Letter.
The "Offer Letter":	The letter sent to the Customer by the Company offering to carry out the Company's Works and detailing the Quotation, Information Pack (if applicable) and other matters relating to the connection.
"Ofgem":	Means the Office of Gas and Electricity Markets, being the government regulator for the electricity markets in Great Britain.
The "OFSI Consolidated List":	The list of all those subject to financial sanctions imposed by the UK and published by the Office of Financial Sanctions Implementation (OFSI).
The "Premises":	Means the premises in relation to which the Works are to be undertaken and includes but is not limited to the site of the connection.
The "Quotation":	The quotation for the Company's Works as set out in the Offer Letter.
"Second Comer":	Means any connecting customer who subsequently connects to the electricity distribution system and benefits from infrastructure paid for by an earlier connecting customer and is therefore liable to pay for a share of incurred costs under the Electricity (Connection Charges) Regulations (as amended from time to time).
"Second Comer Charge":	Means any amounts payable by the Customer pursuant to The Electricity (Connection Charges) Regulations (as amended from time to time) as applicable.
The "Website":	The website at www.ssen.co.uk or at such other domain name as the Company may use from time to time.
The "Works":	Means the works as set out in the Offer Letter including the Company Works and the Contestable Connection Works.

- The Offer remains open for acceptance by the Customer for 90 calendar days from the date of the Offer Letter unless the Company notifies the Customer otherwise in writing. The Company reserves the right to amend or withdraw the Offer at any time prior to the Customer accepting it. Where a Customer accepts the Offer, the following terms shall apply to the Customer and the Company in respect of the Works:
 - these standard terms and conditions;
 - the terms set out in the Offer Letter; and
 - (where applicable) the Consumer Terms and Conditions.
- If the Company receives two or more applications for connection to the same part of the Company's distribution system and there is insufficient capacity or other constraints that will prevent all those connections being made, the Company may apply its interactive connection application process, which may require a variation of the terms of the Quotation and amendments to the scope and timing of the Works. The Company will inform the Customer if the Offer becomes interactive, at which point the period for acceptance of the Offer will be reduced to 30 days, or less if the period remaining for the Customer to accept the Offer is already shorter than 30 days. For the avoidance of doubt, the Customer cannot extend the acceptance period where the interactive connections process applies. More detail of the interactivity process can be found in the interactivity section of the Company's website: www.ssen.co.uk/Connections/InteractivityProcess/.
- The Company may require to make this Offer subject to additional processes in areas where electrical capacity is constrained before and after connection, including but not limited to queue management, curtailment, use of flexibility services and export or import limitations. The Company will advise the Customer that such processes will be used if they are applicable.
- Where a number of parties are competing to deliver the same works for a development, they may each apply for and receive a competing connection offer from the Company. The acceptance of this Offer is conditional upon any other such competing offers not having been accepted. If any other competing offer is accepted, this Offer will cease to be valid and can no longer be accepted by the Customer.

Identity of the Customer

- The Offer is subject to screening of the Customer against the OFSI Consolidated List. In the event the Customer is included on the OFSI Consolidated List the Company reserves the right to withdraw the Offer.
- The Company reserves the right to carry out Customer screening against the OFSI Consolidated List at any time. If at any time the Customer's details are found on the OFSI Consolidated List, the Company shall follow the OFSI guidelines.
- If the Customer is a Consumer, the Consumer Terms and Conditions shall be incorporated into the Agreement between the Company and the Customer and, to the extent of any inconsistency, the terms of the Consumer Terms and Conditions shall prevail.
- A third party may accept the Offer and engage in communications in relation to the Offer and any subsequent Agreement on behalf of the Customer, provided that:

- (i) the third party has been appointed by the Customer to act on its behalf by a formal letter of authority;
- (ii) the Customer has clearly identified the third party to the Company, has provided evidence of the third party's appointment (to the Company's satisfaction) and has set out the nature and scope of that third party's authority in writing to the Company;
- (iii) the third party is acceptable to the Company, acting reasonably and in accordance with its policies. The Company may limit the number of third parties it will engage with and the roles they can undertake; and
- (iv) should the third party cease to act on the Customer's behalf under and/or in connection with this Agreement, the Customer and /or third party shall notify the Company of this in writing within 7 days, or within such other time as is identified by the Company to the Customer in writing.

Customer's obligations

9. The Customer shall provide the Company with the facilities reasonably necessary to enable the Company to complete the Company Works in the most economical manner and in accordance with the scheduling information set out in the Offer Letter (or as subsequently varied) and applicable health and safety legislation. This shall include but not be limited to providing site utilities, power, site huts, parking, sufficient and secure storage facilities, accommodation and staff welfare facilities. The Customer shall provide such structures, foundations and equipment as are identified by the Company in the Offer Letter.
10. The Customer shall provide the Company with pedestrian and vehicular access to and within each part of the Premises and shall ensure such load bearing surfaces are available as are necessary for the Company to carry out the Company Works upon the terms of the Offer. If the Customer prevents the Company from accessing the Premises or the Works with the result that the Company is prevented from or delayed in carrying out its Works, the Company shall not be in breach of this Agreement and any additional costs reasonably incurred by the Company in consequence shall be added to the sums due to the Company from the Customer. The Customer shall bear sole responsibility and cost for reinstating surfaces on private land affected by the Works, including the surface of streets and pavements not adopted by the highway authority at the time cables are laid.
11. The Customer shall ensure that the area within which the Company is to undertake the Company's Works is safe, secure and free from obstruction. The Customer shall at its own expense comply with any reasonable requirements from the Company in relation to health and safety and shall comply with all applicable health and safety legislation including but not limited to the Health & Safety at Work Act 1974 and its associated regulations, in each case as may be amended or restated from time to time. The Customer shall take all reasonable steps to ensure the safety of all employees, subcontractors and agents, including the Company's staff, while the Works are in progress and during subsequent maintenance and repair at the site and Premises. The Company shall not be under any obligation to commence or continue the Works and may stop the Works until it is reasonably satisfied that each part of the Customer's Works or installation is compliant with applicable health and safety legislation and constructed, installed, protected and used so far as reasonably practicable to prevent danger and not to cause interference with the Company's distribution system. The Customer shall bear the cost of any such stops or delays caused by health and safety issues.
12. The Customer shall at its own cost: (i) make provision to enable any electricity terminations required by and for the energy supplier's meter; (ii) provide and install service ducts and other necessary ducts and marker tape; and (iii) provide suitable accessible access points, openings and housings, in each case in a position acceptable to the Company and in accordance with applicable law.
13. The Customer shall be responsible for export and import electricity metering and the associated communications facilities required for the connection. The Customer shall enter into an agreement with a meter operator agent for the provision of the required metering and associated communications facilities for the connection. The Customer shall advise the Company which meter operator agent has been appointed, prior to energisation of the connection. The Customer is responsible for meeting all costs associated with the installation of metering and associated facilities.
14. Where the Customer appoints an Alternative Provider to carry out any Contestable Connection Works it shall notify the Company of the identity of its Alternative Provider in advance of submitting any designs. The Customer shall design and carry out any works it is required to undertake in accordance with the Electricity Safety, Quality and Continuity Regulations 2002 and the Construction (Design & Management) Regulations 2015. Appointment of a subcontractor (including an Alternative Provider) shall not remove liability for the Contestable Connection Works from the Customer. Where the Customer carries out works (or fails to carry out works which it should have carried out under this Agreement), the Customer shall indemnify the Company for:
 - (i) any liabilities arising from the failure of the Customer to perform its obligations in accordance with the Construction (Design & Management) Regulations 2015 and the Electricity Safety, Quality and Continuity Regulations 2002; and
 - (ii) third party demands, actions, proceedings, claims, damages and losses, including legal or other costs and expenses, which are made or brought against or incurred by the Company.
15. The Customer shall obtain all statutory consents and approvals for the carrying out and maintenance of any Contestable Connection Works until adoption of those works by the Company.
16. The Customer shall obtain and shall provide evidence satisfactory to the Company that it has obtained the necessary Land Rights, consents and approvals to permit the Company to undertake the Company Works and that the Land Rights, consents and approvals will remain in place in accordance with the Land Rights Criteria.
17. The Customer will pay the full cost of obtaining any Land Rights, consents and approvals required from third parties to allow the Works to be undertaken over, under or within the Premises (including settlement of all properly evidenced claims) in addition to the Charges, including but not limited to:
 - (i) their own agent's legal and other fees, costs and expenses;
 - (ii) the legal and other fees, costs and expenses of the Company; and
 - (iii) the legal and other fees, costs and expenses of any consentor or other third party.
18. The Customer shall, in accordance with the Land Rights Criteria:
 - (i) grant or transfer (at no cost to the Company, or for a nominal sum of £1) any Land Rights consents and approvals for the Works and for cables, overhead lines, substations and all other apparatus to be installed over or within the Premises with full title guarantee and without conditions; and
 - (ii) ensure that when the Customer opts for an Alternative Provider to undertake the Contestable Works, that the Alternative Provider secures all Land Rights and consents and approvals required to carry out their installation and that those Land Rights, consents and approvals are maintained until adoption.
19. If the Customer transfers any part of the site or Premises covered by the Offer to a third party, it shall ensure that the Land Rights, consents and approvals which are necessary to authorise, commence, continue and maintain and operate the Works are retained and not transferred.
20. The Customer shall indemnify the Company and keep the Company indemnified fully on demand against any liabilities, losses, damages, costs (including all reasonable legal costs), expenses and charges suffered or incurred by the Company arising out of or in connection with any Land Rights, consents and approvals save to the extent that such losses arise directly as a result of the Company's actions or omissions.
21. Unless otherwise stated, the Company shall place all plant and equipment in the adopted public highway or land owned or controlled by the Customer and the Customer shall obtain or provide to the Company all necessary Land Rights, consents and approvals for that plant and equipment.
22. Where the Customer is carrying out design which affects the Company's Works it shall ensure the design is in accordance with the Company's design standards. The Customer must submit its design for Contestable Connection Works to the Company for approval and must make any amendments to that design required by the Company. No approval, review or comment, or failure to approve, review or comment on the design by the Company shall relieve the Customer of liability for its design. Following the Works, the Customer must provide as built drawings and certification of its works. The Customer is responsible for errors, omissions or discrepancies in design and written information supplied by the Customer and shall pay the Company the costs the Company incurs as a consequence of any such errors, omissions or discrepancies.
23. The Customer shall provide a programme for its Contestable Connection Works to the Company and provide updates on the programme as the works are being carried out.

24. The Customer shall carry out its works with reasonable skill and care and in accordance with applicable law, the works must be free of defects, in accordance with the design, materials and quality specified by the Company and carried out to allow the Company's works to be carried out in a continuous, efficient and logical progression. The Customer shall make all reasonable endeavours to obtain manufacturers' warranties and to pass these on to the Company.
25. The Company shall be entitled to inspect the Customer's Premises and works and test them to its satisfaction. If the Customer's Contestable Connection Works are defective, fail any test and/or where reasonably required by the Company, the Customer shall rectify the issue at the Customer's cost, or the Company may complete the required rectification at the Customer's cost, or if energised the Company may de-energise the connection. Any costs incurred by the Company in rectifying defects in the Customer's Works or rectifying issues affecting the Premises shall be paid by the Customer to the Company within 30 days of receiving an invoice for those costs from the Company. The Customer shall pay to the Company its reasonable costs incurred in relation to any repeat tests and abortive visits to the Premises. The inspection, non-inspection or non-rejection of the Customer's Works or Premises by the Company shall not constitute any warranty or representation express or implied as to the adequacy, safety or other characteristics of the Customer's Works and or Premises. The Company is not responsible for the adequacy and safety of the Customer's Works. The issue of an Adoption certificate shall not be an admission by the Company that the Customer's Works are compliant and shall not relieve the Customer of liability for its Customer's Works.
26. The Customer's Works shall not cause any nuisance, inconvenience, or disturbance to adjoining premises.
27. Unless otherwise agreed in writing by the Company, if the Customer's Works are not commenced within 12 months from the date of acceptance of the Offer, or have commenced but are subsequently suspended, or are not being actively progressed for a period of 12 months or more, the Company may at its absolute discretion vary or terminate this Agreement. If the Agreement is terminated the Customer shall no longer have any entitlement to any capacity and, if the Customer still wants a connection to the Company's distribution system, the Customer must re-apply for a connection.
28. If a third party raises or pursues a dispute regarding or arising out of the Works, then the Company may not commence the Works or may cease all affected Works and delay energisation. If as a result of such third party dispute the Company is unable to proceed with part or all of the Works for more than 6 months, then the Company shall be entitled to terminate this Agreement or to vary the Agreement. If the Customer does not accept the variation the Company may terminate the Agreement.
29. It is the Customer's responsibility to identify whether its site or Premises are contaminated and to remove any contamination at the Customer's expense before the Company begins the Company's Works. The Company may suspend the Company's Works if contamination is discovered until the contamination is removed and the Customer shall bear the cost of such suspension and removal.
30. The Customer must give at its expense such assistance in connection with the Works as reasonably requested by the Company. The Customer shall not in any way obstruct or impede the works so as to prevent or hinder or delay the Company from performing its obligations and shall procure that its contractors or agents do not impede the Company's Works.
31. The Customer shall provide the Company with the information required under clause 82.
32. The Customer's obligations under clause 9 to clause 31 shall be undertaken at the Customer's own expense. The Customer shall be required to pay the Company any reasonable additional costs and expenses incurred by the Company due to any failure by the Customer to comply with clauses 9 to 31 (inclusive) and the Company shall be entitled to such extension of time for the performance of its obligations as it shall reasonably require.

Conditions Precedent which must be met before the Company undertakes the Company's Works

33. Notwithstanding any other provision in this Offer, the Company shall not be obliged to commence, continue with or complete the Company's Works, to adopt any Contestable Connection Works, to energise and/or undertake any other requirements unless and until the following conditions have been fulfilled and, where relevant, continue to be fulfilled to the Company's satisfaction:
 - a) The Customer has completed the Contestable Connection Works (and any other works which are not the responsibility of the Company), which are necessary to allow the Company to commence, continue and/or complete the Company Works. These works shall be completed at no cost to the Company, within the agreed timescales and to a satisfactory standard reasonably specified by the Company in the Offer and to the reasonable satisfaction of the Company;
 - b) Where applicable, the Customer has carried out and completed the site work specified in the Information Pack in accordance with the "Site Requirements" section;
 - c) The Customer has obtained, granted and/or transferred to the Company all Land Rights, planning permissions and statutory consents and approvals to allow the Company to undertake the Company Works;
 - d) The Customer has complied with its obligations under clause 9 to clause 31 (inclusive) and provided the Company with information required under clause 82;
 - e) The Customer has paid to the Company in full the Charges and any subsequent invoices issued to the Customer in respect of any additional charges and/or variations;
 - f) The Customer has provided the Company with any notices required under the Statutory Consents, Traffic Management Act 2004 and the New Roads and Street Works Act 1991 in respect of the Works;
 - g) Any Disputes have been resolved;
 - h) The Customer has identified and removed any contamination from the Premises (including from the land). If any contamination is discovered at any time during the term of this Agreement, the Company reserves the right to stop and not start the Company Works until all such contamination has been removed by the Customer. For the avoidance of doubt, the Company shall have no liability or responsibility for any such contamination, and any such treatment and/or removal of contamination shall be at the Customer's cost and expense;
 - i) The Customer has complied and continues to comply at its own cost and expense with all health and safety requirements reasonably required by the Company;
 - j) Prior to the energisation of the connection the Customer has entered into a Connection Agreement with the Company and the Customer has entered into any further agreements required by the Company (acting reasonably) to ensure the safe operation of the connection;
 - k) Prior to energisation all necessary equipment has been obtained, satisfactorily installed and legally secured by the Customer to remain available for use for the connection; and
 - l) The Customer has provided (and continues to provide) valid security for payment if required by the Company under clause 65.
34. If the Customer fails to satisfy any of the conditions and/or obligations set out in the Offer and the Company is required to reschedule and/or redesign the Company Works at any time then, unless otherwise stated in the Offer Letter, the Customer shall pay the Company's reasonable costs and expenses incurred and/or committed by the Company in respect of the Company Works. This shall include but not be limited to any works undertaken or to be undertaken, labour hours, materials and Equipment. If the Customer continues to fail to satisfy any of the conditions for more than 6 months after being asked by the Company to comply, the Company may at its absolute discretion suspend its Works and/or energisation for such period of time as it may deem to be reasonable in the circumstances or on notice terminate the Agreement with immediate effect. Such steps shall be, without prejudice to any accrued rights or obligations of either party under the Agreement.

Company's Works

35. Where the Company carries out design in respect of the Company Works, the Company shall exercise the reasonable skill and care to be expected of a qualified architect (or other appropriate professional designer) undertaking the design of works similar in scope and character to the Company's Works. The Company shall be free to specify at its own reasonable discretion what materials to use in the Company Works.
36. The Company shall carry out the Company's Works in accordance with the specification and shall exercise reasonable skill and care in carrying out the works. The Company excludes all warranties express or implied in relation to the Company's design and works, including but not limited to any implied term, condition, representation or warranty of satisfactory quality or fitness for a particular purpose, or that the Company's Works or connection equipment will meet the Customer's requirements, whether implied by statute or otherwise, to the fullest extent permitted by law.

37. The Company will carry out the Company Works during normal working hours on a Business Day. There will be an additional charge payable by the Customer for any overtime working at the Customer's request.
38. The Company reserves the right to sub-contract any part of its Works.
39. Time is not of the essence in relation to the Company's Works. Where the Company agrees a period for the commencement and/or completion of the Works this is given as accurately as possible but is not guaranteed.
40. If the Company Works do not proceed due to an act, omission and/or default by the Customer, the Customer shall reimburse the Company for any costs and expenses incurred or committed by the Company, including but not limited to in obtaining any Land Rights and/ or consents or approvals.
41. The Company shall be under no obligation to permit the Customer's connection directly or indirectly to the Company's distribution system unless it is satisfied that the Customer has complied with the Customer's Obligations.
42. The Company shall have no liability whatsoever, arising in contract, tort or delict (including negligence) or breach of statutory duty for any defect, malfunction or otherwise in the Customer's electrical equipment on the Customer's Works or installation or for defects in the Equipment or the Company's distribution system which are a result of any Customer's Works, equipment or Customer actions or omissions.

Company Consents and Company Land Rights

43. If requested by the Customer, the Company shall take reasonable steps to obtain, at the Customer's expense, any Land Rights, statutory consents or approvals in respect of the Works. The Customer shall provide the Company with all such assistance as the Company may require to obtain any such Land Rights and statutory consents.

Transmission Works

44. The Company's works and the timing of any connection to the Company's distribution system may be dependent on prior works being carried out to the electricity transmission system. The distribution system connection will be subject to such transmission system works. The Company will advise the Customer if an application or process is required to establish the need for, scope of and timing for any transmission system works. The Customer shall pay the cost of such application or process. The Company shall advise the Customer of the cost of any transmission system works which the Customer requires to pay. The Company shall be entitled to vary the Agreement to reflect the need for, timing of and cost of transmission system works, including to amend any estimated or actual connection or energisation date. If the Customer does not accept the variation the Company may terminate the Agreement.
45. National Grid will not assess, carry out or arrange any necessary transmission system works without being certain that their costs of doing so and of any cancellation will be met. The Company may require the Customer to provide security to underwrite the transmission system works, the level of security required may change if there are changes in the project or design. The Company will advise the Customer of any such security requirements. The Company shall be entitled to vary the Agreement to reflect the need for such security. If the Customer does not accept the variation the Company may terminate the Agreement.

Variations

46. Either party shall at any time be entitled to propose variations to this Agreement, in addition to those variations expressly provided for within the terms of this Agreement, by providing notice in writing to the other party.
47. The Company shall provide notice of its proposed variation to the Customer by issuing an updated Offer Letter or a variation agreement. Where the Company receives a notice from the Customer proposing a variation, the Company may provide an updated Offer Letter or a variation agreement in response to the Customer as soon as reasonably practical after receipt of such notice. Each updated Offer Letter or variation agreement shall set out detail of the proposed variation and whether, in the Company's reasonable opinion, the proposed variation will result in any addition to and/or deduction from the scope and cost of the Company's Works and will set out the Company's estimate of any potential delay or change in timing of the Company Works.
48. The Customer must confirm to the Company in writing whether it accepts the Company's variation proposal within the period for acceptance following receipt of the Company's updated Offer Letter or variation agreement, or as agreed between the Parties. If the Customer accepts, the Charges, and scope and timing of the Company's Works shall be adjusted accordingly.
49. If the variation proposal is accepted by the Customer, the Agreement shall continue as amended and restated in the form of the accepted updated Offer Letter or variation agreement. Any prior Offer Letter shall cease to have effect once replaced by an updated Offer Letter.
50. If a variation is required by the Company in its absolute discretion, but the Customer does not accept it, the Company shall be entitled to terminate this Agreement.
51. No amendment, modification or substitution to the Agreement shall be effective unless agreed in writing by both parties.

Design and Scope Development

52. The Customer acknowledges and agrees that the scope of works set out in the Offer is based on the results of an off-site, desk-based study of the Premises undertaken by the Company and the Company may require to undertake a more detailed review after the Offer has been accepted. If a further review identifies that amendments are required to the desk-based study results to complete the Works, the Company may require to amend its design or undertake further detailed design and/ or amend the Charges for the Company Works and/or amend the timing of the Company Works and the completion date.
53. Where further design or alterations to the design are required (at the Company's discretion) following the Offer, the Company shall be entitled to amend the design, carry out a detailed design, adjust the Charges accordingly and /or change the timing of the Works or extend the date for completion by the period which the Company considers to be reasonable in the circumstances.
54. Without prejudice to any other provisions set out in this Agreement, the Company reserves the right to amend any of the Charges and/or the completion date of the Company's Works at any time (including, for the avoidance of doubt, subsequent to the Customer's acceptance of the Offer):
 - a) if subsequent to the date of the Offer it is necessary for the Company to amend the design, scope, programme or specification of the Company Works following the carrying out of a further review or further detailed design in relation to the connection;
 - b) if an alternative route is necessary or material deviations from the initial route are required when the final route for the Company Works has been established;
 - c) if subsequent to the date of the Offer, stability studies, power quality assessments, environmental impact surveys, ground condition, archaeological, marine or other such technical studies, assessments, surveys and/or statements are required to be undertaken (at the Company's discretion) for the Company Works and such subsequent studies, assessments and/or surveys indicate that amendment to the scope, design, specification, Charges or programme of the Company Works is necessary;
 - d) in the event of material movement in the price of metals or other materials or equipment costs to be used in the Company Works;
 - e) if any aspects of the Works are delayed by (or contributed to) by any act, instruction, default or omission of the Customer and/or by any factor beyond the reasonable control of the Company, including but not limited to change or imposition of law, adverse ground conditions, a Force Majeure Event, absence of Land Rights, consents or approvals, or a network system emergency;
 - f) if the Works require the diversion of any of the Company's equipment (or any equipment belonging to any third party) and this was not provided for in the Offer;
 - g) to include any additional costs in respect of works, permits and/or other expenses associated with traffic management activities required pursuant to local authority requirements, the New Roads and Street Works Act 1991 and the Traffic Management Act 2004; and/or

- h) if there is or may be any impact on the electricity transmission system as a result of or in connection with this Agreement and the proposed connection requires reinforcement works, a statement of works or a modification application or other transmission related works, assessments or processes.

Adverse Ground Conditions

55. Notwithstanding any other term of this Agreement, the Company shall have no responsibility or liability whatsoever for any ground, site and/or physical conditions and/or any artificial obstructions including but not limited to rock, subsidence, contamination, mine excavations, WWII bombs, etc. ("Adverse Ground Conditions") which affect the carrying out of the Works. For the avoidance of doubt, the Company shall bear no responsibility for identifying or investigating in advance of an Offer whether any such Adverse Ground Conditions may affect the Works irrespective of their foreseeability.
56. If Adverse Ground Conditions are identified in advance of starting the Works, the Company shall be entitled to vary the Agreement to reflect such Adverse Ground Conditions. If the Customer does not accept the variation the Company may terminate the Agreement. Where any Adverse Ground Conditions are encountered during the performance of the Works, and this results in any additional cost to the Company Works and/or the performance of the Company Works being delayed then the Company shall be entitled to claim the additional cost from the Customer and/or an extension of time to the completion date for the Company Works if required.

Payment

57. The Company shall issue a Quotation in the Offer Letter for sums due for the Company Works. The Quotation is an estimate and not a fixed price offer. The Quotation and proposals set out in this Offer are based on material and labour costs prevailing, and the information available to the Company, at the date of the Offer Letter. The price charged will reflect the actual costs of materials, labour, contractor costs incurred and third party costs, for example to obtain land rights. The Company shall have the right to vary the Quotation in accordance with any variations in the material and/or labour costs which the Company becomes aware of subsequent to the date of the Offer Letter by providing the Customer with written notice of any increase or decrease in costs in the form of an updated Offer Letter for the Customer's acceptance. If the Customer does not accept the variation the Company may terminate the Agreement.
58. The Company's Charges are based on the Company being able to carry out its Works in the sequence the Company would normally follow (at the Company's discretion) in carrying out works of a similar nature, without obstruction or restriction during normal working hours and on information which the Customer provides to the Company which is necessary for the Company to carry out the Company's Works. If for any reason beyond the Company's control it is unable to perform the Works as it has planned, or if the information which the Customer provides to the Company is inaccurate, incomplete or misleading, then additional charges will be payable by the Customer at the Company's absolute discretion to cover the additional cost and expenses incurred by the Company.
59. Works and costs which are the responsibility of the Customer are excluded from the Quotation. Unless otherwise stated in the Offer, the Quotation has been calculated on the assumption that the Customer will carry out all of the excavation and backfilling required for all works on and off the site.
60. Unless otherwise agreed with the Company, the Customer shall pay to the Company in full the Charges on its acceptance of the Offer. Unless otherwise agreed in writing, payment of the Charges will be required in advance of the Company commencing the Works. Where additional Charges are identified or payable after acceptance of the Offer the Company may invoice the Customer for such additional Charges.
61. The Company shall be entitled to invoice the Customer at any time for sums due. The Customer must pay in full invoices received from the Company within thirty (30) calendar days of the date of the invoice. The Company shall not be liable to the Customer for any delay or any costs, damages, expenses or losses resulting from a Customer's failure to pay an invoice in the agreed timescale.
62. The Customer shall pay all sums due to the Company under this Agreement. Where the Company has agreed to payment by a third party and has received written authority from the Customer (to the Company's satisfaction) that a third party is authorised to pay, payment may be made to the Company by a third party and/or agent on the Customer's behalf. The Company may limit the number of third party payers.
63. Any refunds of sums due from the Company to the Customer under this Agreement shall be paid by the Company in accordance with its payment policies. The Customer shall provide account details for any such refunds promptly on request.
64. If any amount remains unpaid after the final date for payment of an invoice, the Company shall (in addition to any other remedies) be entitled to charge interest on the amount unpaid at the annual rate of 3% over the base rate of the Bank of England from the final date for payment until the date of payment in full.
65. The Company reserves the right to require that the Customer provides financial security for any payment which may become due pursuant to this Offer and/or section 19 of the Act. The Company may automatically use and apply any such security in cash against any applicable unpaid sums as they become due.
66. If the Company becomes entitled to any additional costs or Charges the Company shall submit an invoice to the Customer setting out the amount of labour expended, and materials purchased or used up to the date of the invoice.
67. All payments by the Customer shall be made in full and payment shall only take effect once payment in full has been received by the Company in cleared funds, without any deductions for retention, set off or any other deductions of whatever nature. Under current economic conditions and with many materials being sourced abroad we are seeing rapid volatility in material costs. These changes will be passed through to the Customer.
68. Where chargeable, the Customer shall pay value added tax ("VAT") at the appropriate rate. If any adjustments are made to any of the rates of VAT the adjusted rate(s) will be applied at the date of invoice or payment, whichever is the earlier.
69. If the Customer is a Second Comer, then the Customer shall be liable to pay a Second Comer Charge as stated in the Offer Letter or as otherwise advised by the Company.
70. For some connections the Company may Charge the Customer connection offer expenses pursuant to the Electricity (Connection Offer Expenses) Regulations 2018 ("Connection Offer Expenses"). Where applicable the Connection Offer Expenses will be invoiced together with the Offer and shall be payable by the Customer whether or not the Offer is accepted. Where Connection Offer Expenses apply and the Customer requests material changes to the proposed connection, following receipt of the Offer but prior to energisation of the connection, the Customer may be liable for additional Connection Offer Expenses which will be notified to the Customer and invoiced at that time.
71. Subject to any variations in accordance with this Offer, the Charges are fixed for 90 days from the date of the Offer Letter, from then on actual costs will be applied. The Charges will be indexed on each anniversary of the date of the Offer Letter calculated in accordance with the formula specified below and the indexed Charges shall apply to any Company Works executed during each subsequent year of the Offer Letter:

$$P_t = P_{t-1} \times RPI$$

Where:

$$P_t = \text{Price for the new year}$$

$$P_{t-1} = \text{Price for the previous year}$$

$$RPI = RPI_{t-1}/RPI_{t-2}$$

Where:

$$RPI_{t-1} = \text{the Retail Prices Index (table 18.1 - CHAW monthly figures or its direct successor) published by the Office for National Statistics applicable for April of the previous year.}$$

$$RPI_{t-2} = \text{the Retail Prices Index (table 18.1 - CHAW monthly figures or its direct successor) published by the Office for National Statistics applicable for April immediately preceding the previous year.}$$

Cost Apportionment

72. The Quotation is net of any Cost Apportionment Contribution due to the Customer and no further contributions or allowances are applicable. The value of any Cost Apportionment Contribution has been calculated on the basis of, inter alia, the Equipment specified in the Offer Letter, the available capacity agreed for the development, the build rate and the electrical heating the Customer has declared will be installed.
73. The value of Cost Apportionment Contribution made in favour of the Customer by the Company will be indicated in the Quotation and its value may be recalculated by the Company to reflect any alteration to the basis of the calculation and the Customer will refund any excess Cost Apportionment Contribution made by the Company following a demand for reimbursement by the Company.
74. The Customer shall be liable to pay to the Company the full value of the Cost Apportionment Contribution received from the Company in the event this Agreement is terminated prior to the completion of the Company Works.

Liability and Insurance

75. The Customer shall indemnify and keep indemnified the Company from all claims, liability, loss, costs, expenses and/or damage incurred or suffered by the Company as a result of the Works and this Agreement (unless due to any negligence of the Company or any person for whom the Company is responsible).
76. The Company shall have no liability to the Customer whether in contract, tort or delict (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this Agreement, for any indirect or consequential loss, any loss of profit, revenue, generation, use, contract, business, savings, (anticipated or otherwise) or any other form of economic loss (whether or not occurring in connection with physical damage) provided that this clause 76 shall not exclude or restrict the liability of the Company for death or personal injury, fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by applicable law.
77. Notwithstanding any other provision of this Agreement, the Company's liability under or in connection with this Agreement shall be limited to £1 million in aggregate. This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, by tort or delict (including negligence) or by breach of statutory duty or otherwise, provided that this clause 77 shall not exclude or restrict the liability of the Company for death or personal injury, fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by applicable law.
78. The Company shall be entitled but not obliged at any time without notice to set off any liability to the Customer against any liability of the Customer to the Company however arising.
79. Where any Customer liability or obligations are undertaken by two or more persons, the liability or obligation of each of them shall be joint and several.
80. The Customer shall take all necessary measures to mitigate any loss which has occurred.
81. Without prejudice to the Customer's liability to indemnify the Company, the Customer shall have in place such insurance policies as are necessary to cover the Customer's liabilities, including but not limited to cover for liability to third parties, and that such policies are with a reputable insurer and such policies shall be kept in force during and until completion of the Works. The Customer shall insure the site and any materials that the Company has supplied to site to cover any damage to them from any cause whatsoever. The Company shall be entitled to suspend provision of the Works until such time as the Customer provides evidence of this insurance to the Company. If the Customer fails to provide the Company with the required evidence of insurance within 14 days of the Company's request, the Company shall be entitled to terminate this Agreement immediately.

Customer's Information

82. The Customer acknowledges and agrees that:
 - a) it has submitted to the Company all information it has in its possession regarding the site and the Premises and/or which may impact the Company's Works and/or affect any of the terms of this Agreement including details of any Disputes; and
 - b) the Offer has been based on the information provided by the Customer to the Company relating to the Customer's proposed connection.
83. If it is shown that (i) any information provided by the Customer is incorrect and/or misleading; and/or (ii) the Customer fails to provide and/or omits any information pursuant to clause 82 and this impacts the Company's Works and/or affects any terms of this Agreement then the Company reserves the right to revise any affected terms of this Agreement including, but not limited to, the Charges, the design and the completion date so as to put the Company back in the same position as it would have been had the correct information been known by, and provided to, the Company prior to the date of the Offer Letter.

Ownership of Equipment and the Works

84. The Equipment shall at all times remain the property of the Company and shall be installed in a position agreed by the Company. The Customer shall protect the Equipment from any damage or interference between delivery to the site and completion of the Works and shall indemnify the Company for any loss or damage to the Equipment during such period.
85. On completion of the Company Works and, on completion of any Contestable Connection Works undertaken by the Customer (the Customer both satisfactorily completing any Contestable Connection Works and an Adoption Agreement with the Company covering the Contestable Connection Works), the whole of the Works (including the Equipment) shall become the property of the Company who may use it as it determines in its distribution system. The issue of an Adoption certificate shall transfer to the Company full title in the adopted works, following adoption the adopted works shall be owned operated and maintained by the Company and form part of its distribution system.
86. The Company shall be responsible for the final connection of the Works to its distribution system. The Customer shall not carry out the connection to the connection point, energise the connection point or allow another person except the Company to connect the Customer to the connection point. If the Customer or another person takes a supply of electricity through the connection point when it is not entitled to do so the Company reserves the right to de-energise the connection and the Customer must pay on demand the losses and reasonable costs the Company has suffered including the costs of de-energisation and re-energisation.

Termination

87. Either party may immediately terminate the Company's engagement under the Agreement by giving written notice to the other party if:
 - a) the other party commits a material, persistent or repeated breach of its obligations under the Agreement which (in the case of a breach being capable of remedy) it fails to remedy within thirty (30) Days of receiving a written notice requiring it to do so; and/or
 - b) subject to section 233B of the Insolvency Act 1986 (as updated from time to time), the other party becomes subject to an insolvency process, including but not limited to bankruptcy, a resolution or order for its winding up or dissolution being made, the appointment of an administrator, receiver or liquidator over the business or a significant asset or part of the business of that party or making an application to court for protection from its creditors generally or that party being unable to pay its debts.
88. The Company may terminate its employment under the Agreement with immediate effect by written notice to the Customer if:
 - a) the Customer fails to pay any amount which is due to be paid in accordance with the Agreement and such failure to pay is not remedied by the Customer within fifteen (15) Business Days of receipt of a written notice of such failure;
 - b) the Customer fails to meet any of its obligations under clause 9 (facilities), clause 10 (access) and/or clause 11 (site);
 - c) any of the rights to terminate under this Agreement, including in clauses 27, 28, 34, 44, 45, 50 and/or 81 apply;
 - d) the necessary Land Rights and consents and approvals required to undertake the Works have not been granted and/or transferred to the Company or are varied in any way so as to adversely affect (in the Company's reasonable opinion) the Company's ability to carry out the Works;

- e) the Customer does not accept or disputes any variation required by the Company under the Agreement;
- f) one (or more) of the statutory exceptions to the duty of the Company to connect set out in Section 17 of the Electricity Act 1989 applies;
- g) milestone deadlines for steps to have been taken by the Customer have been included in the Offer and the Customer fails to meet one or more milestones as identified in the Offer;
- h) a Force Majeure Event (hereinafter defined) under clause 110 continues for a period of or exceeding three (3) months; and/or
- i) the Customer repeatedly fails to respond to a request from the Company for information within a reasonable period.

89. The Customer may terminate only following receipt of the Company's prior written consent as other parties may be affected, such consent not to be unreasonably withheld.

Consequences on Termination

90. If the Company terminates:

- a) before commitment or commencement of the Works and/or any associated tasks, the Company will return any sums paid to the Company by the Customer minus any Connection Offer Expenses and any administration costs. The Company will be entitled to seek reimbursement of such amounts from the Customer.
- b) before completion of the Works but after commitment or commencement of any associated tasks, the Customer will be liable for any reasonable charges for the work done or committed and materials purchased and/or committed to be purchased prior to termination and any costs or expense incurred, including in relation to obtaining any wayleaves or consents or other such land rights. The Company will be entitled to issue and invoice and seek reimbursement of such amounts from the Customer or to deduct such amounts, together with the Connection Offer Expenses and any applicable administration costs from any sums paid to the Company.

91. In the event the Agreement is terminated (however that arises) the Customer shall remain liable and shall be obliged to pay to the Company:

- a) all costs, charges (including the Charges) and expenditure due for payment to the Company;
- b) all costs, charges (including the Charges) and expenditure incurred and/or committed by the Company prior to the date of termination including Connection Offer Expenses, any applicable administrative costs, any abortive costs and in relation to any goods and materials ordered prior to the date of termination and paid for or committed to be paid for and costs caused by the termination;
- c) all costs, charges and expenditure for any additional works the Company is required to undertake to render the existing works safe to the reasonable satisfaction of the Company;
- d) in the event that the Agreement is terminated by the Company under clause 87 or 88 a), all costs, charges and expenses (including disbursements) incurred by the Company as a direct result of the termination; and
- e) in the event that the Agreement is terminated the Company shall be entitled to recover any of its equipment from the Customer.

92. The Company shall be entitled to carry on and complete so much of the Company's Works as it considers necessary to render the same stable and safe or to comply with any land right and to ensure that its distribution system will not operate less effectively than before the commencement of the Works and the cost properly incurred by the Company in doing so shall be borne by the Customer, except where termination is as a result of the Company's material breach.

93. Following termination, the Company will be entitled to seek reimbursement of such amounts from the Customer or to deduct such amounts from any sums paid to or payable by the Company.

94. The Parties shall take all reasonable steps to mitigate any such costs, charges and expenditure as a result of the termination of this Agreement.

95. Termination of the Company's engagement under the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination.

Notices

96. Any notice required to be given under this Agreement may be delivered:

- a) electronically: (1) for notices to the Customer to the email address stated in the Customer's application; and (2) for notices to the Company to the email address stated in the Offer (or such other email address notified in accordance with this clause 96);
- b) personally, or sent by first class post or courier, to the other party at the address stated at the top of the Offer Letter or such other address as may be notified in accordance with this clause 96 from time to time.

97. Any notice so sent shall be deemed to have been given: (i) if sent by personal delivery or courier, upon delivery at the address of the relevant party; (ii) if sent electronically, at the time of transmission of the email; and (iii) if sent by post, two Business Days after posting.

Intellectual Property

98. All intellectual property rights (including copyright) in the designs, specifications models, plans, reports notes, calculations and any other material created and/or provided by a party under or in connection with this Agreement shall belong to the party who provided and/or created it.

99. Each party grants to the other under this clause 99 a non-exclusive, irrevocable, royalty free licence to copy and make use of these designs, specifications models, plans, reports notes, calculations and materials for the purposes of performing their obligations under this Agreement. This licence shall allow the parties to use the designs, specifications models, plans, reports notes, calculations and materials under this clause 99 only in connection with the Works or any extension to or amendment of the Works. The parties shall not be liable for use of the designs, specifications models, plans, reports notes, calculations and materials for any purpose other than that for which they were prepared and/or provided. Neither party shall be entitled to make copies of the designs, specifications models, plans, reports notes, calculations and materials without the other party's prior written consent.

Assignment / Assignment

100. The Company may assign the benefit of this Agreement without consent. This Agreement is personal to the Customer and the Customer may not, without the prior written consent of the Company assign, novate, transfer or charge this Agreement or any part of it.

Entire Agreement

101. This Agreement constitutes the entire agreement between the parties and supersedes and replaces any and all previous agreements, representations, understandings, or arrangements between the parties whether oral or in writing relating to its subject matter, including but not limited to any other terms or conditions stipulated by or requested by the Customer. The Customer acknowledges and confirms that it does not enter into the Agreement in reliance on and shall have no remedies in respect of any previous agreements, statements, representations (including an oral representations), understandings, arrangements, assurances, warranties (whether made innocently or negligently), promises or undertakings relating to its subject matter that are not set out in the terms of this Agreement. Nothing in this clause 101 shall limit or exclude any liability for fraud.

102. To the extent that any provisions in these general terms and conditions forming part of the Agreement conflict with any other documents constituting the Agreement, the following order of precedence shall apply: (1) the Consumer Terms and Conditions (if applicable); (2) these terms and conditions; and (3) the Offer Letter.

Third Party Rights

103. Except as expressly provided in (assignment/ assignment) clause 100, a person who is not a party to this Agreement shall not have any rights under the Contracts (rights of Third Parties) Act 1999 or the Contract (Third Party Rights) (Scotland) Act 2017 (as applicable) to enforce any term of this Agreement.

Confidentiality

104. All data and information obtained by a party from or on behalf of the other party under or in connection with this Agreement which would ordinarily and reasonably be treated by a party as confidential and/or which is marked as confidential shall be kept confidential and not disclosed by the receiving party to any third party except as permitted under clause 105.

105. The receiving party may disclose the other party's confidential information:

- a) where such disclosure is necessary for the purposes of carrying out its obligations under or in connection with the Agreement;
- b) as may be required by law (including to a court of competent jurisdiction) or any governmental or regulatory authority (including Ofgem);
- c) where any such information is in the public domain other than as a result of breach of the Agreement;
- d) where the receiving party is the Company, to any of its Affiliates provided that the Affiliate accepts confidentiality provisions no less onerous than the confidentiality provisions set out under clauses 104 to 106, inclusive;
- e) to enable efficient electricity network management in line with Ofgem's Data Best Practice Guidance; and/or
- f) with the other party's prior written consent.

106. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under the Agreement.

Data Protection

107. Each Party shall, at its own expense, ensure that it complies with all applicable data protection law.

108. The Company shall use, and process information provided to it by the Customer in accordance with the Company's Privacy Policy, which can be found on the Company's website at www.ssen.co.uk/privacy-notice/.

Force Majeure

109. Neither party shall be liable for any delay in performing or for failure to perform its obligations under this Agreement if the delay or failure results from any cause or circumstance beyond its reasonable control, including any breach or non-performance of this Agreement by the other party (**Force Majeure Event**) provided that the delay or failure to perform is not caused by the fault or negligence of the affected party.

110. If a Force Majeure Event occurs, the date(s) for performance of the obligation affected shall be postponed for as long as is made necessary by the Force Majeure Event, but if such Force Majeure Event continues for a period of or exceeding three (3) months, either party may terminate this agreement immediately by written notice to the other party.

111. Each party shall use its reasonable endeavours to minimise and mitigate the effects of any Force Majeure Event.

Waiver and Survival

112. Failure by any party to enforce or exercise any term of this Agreement at any time or for any period does not constitute, and shall not be construed as, a waiver of such term and shall not affect any future right to enforce such term or any other term in this Agreement.

113. Provisions of this Agreement which are either expressed to survive its termination or, from their nature or context, are intended to survive such termination shall remain in full force and effect notwithstanding termination.

Dispute Resolution

114. The parties shall use their reasonable endeavours to resolve any dispute or difference between them through negotiation or mediation, subject to either party's right to adjudicate at any time where the Housing, Construction Grants, Construction and Regeneration Act 1996 (as amended) (the "Construction Act") applies to this Agreement.

115. Where the Construction Act applies either party may refer a dispute arising under this Agreement to adjudication at any time under Part 1 of The Scheme for Construction Contracts (England and Wales) Regulations 1998 or The Scheme for Construction Contracts (Scotland) Regulations 1998 (SI 1998/687) (as applicable), which Part shall take effect as if it was incorporated into this paragraph.

116. The adjudicator shall be appointed by Chartered Institute of Arbitrators (CIArb) unless otherwise agreed between the parties.

117. The Customer may refer a relevant dispute under this Offer and Agreement to Ofgem within 1 year of connection in accordance with section 23 of the Act.

118. Nothing in clauses 114 to 117 inclusive shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or interdict or such other provisional, equitable or emergency judicial relief as it considers necessary to avoid irreparable damage.

Severance

119. The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement shall not adversely affect the validity or enforceability of the remaining terms and rights.

Jurisdiction

120. Without prejudice to the rights of the Parties under Section 23 of the Act and subject to clauses 114 to 118 inclusive each party irrevocably agrees that:

- a) where the Premises are situated in England and/
- b) or Wales, the courts of England and Wales; or
- c) where the Premises (including part thereof) are situated in Scotland, the Scottish courts,

shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Governing law

1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the law of England and Wales (where the Premises are situated in England and/or Wales) or in accordance with Scots law (where the Premises (including part thereof) are situated in Scotland).

Supplementary Consumer Terms and Conditions

1. Application of these Terms and Conditions

1A) These Supplementary Consumer Terms and Conditions apply to where the Company's Offer is issued to a consumer. A consumer is an individual who applies for a connection from the Company for personal use.

1B) If you are a consumer these Supplementary Consumer Terms and Conditions shall be incorporated into the terms of the Offer and these Supplementary Consumer Terms and Conditions shall take priority over any inconsistent terms in the Offer or the Company's standard terms and conditions.

2. Rights to Cancel

2A) You have the right to cancel your Agreement with us without giving any reason within 14 days of us receiving your acceptance. This right of cancellation will last for 14 calendar days from the day we receive your acceptance. This right is in addition to any other right to cancel that you have under our standard terms and conditions.

2B) You also have the right to cancel your Agreement with us without giving any reason after 14 calendar days of us receiving your acceptance but within 25 calendar days of us receiving your acceptance. This right of cancellation will expire 25 calendar days from the day we receive your acceptance. This right is in addition to any other right to cancel that you have under our standard terms and conditions.

If you decide to use either of these rights to cancel, you must inform us of your decision to cancel the Agreement by a giving us clear notice in writing (for example a signed letter sent by post or e-mail) within the period allowed for cancellation. You may use the attached cancellation form, but it is not obligatory.

3. Effect of Cancellation

3A) If you cancel the Agreement in accordance with paragraph 2A above, we will refund to you all payments received from you.

3B) If you cancel the Agreement in accordance with paragraph 2B above, you may have to pay a reduced Connection Offer Expense. If you have already paid the Connection Offer Expense, we will refund the overpayment to you.

3C) We will make these refunds without unnecessary delay. We will make any refund in accordance with our payment policy; you should not incur any fees as a result of the refund. (Any reimbursement will be subject to any payment restrictions guidance issued by OFSI.)

3D) If you requested that we start the Company Works during the cancellation period, you shall pay us for any work we carried out before you cancelled of the Agreement.

CANCELLATION FORM

Only fill in and return this form if you want to withdraw from the contract.

To: Connections and Engineering
Walton Park
Walton Road
Cosham
PO6 1UJ
connections@ssen.co.uk

I/We [*] want to cancel my/our [*] Agreement for the connection at [**]: (Add details of the premises to be connected)

Job reference:

Date you accepted the Offer:

Your name:

Your address:

Your signature:

Date:

[*] Delete as appropriate.

[**] Populate as appropriate.

Detailed Cost Breakdown

Please note that due to rounding within the calculation of the Breakdown of Charges which forms part of this Offer, the total shown below may differ slightly from the "Total charge to applicant" amount in the Offer Letter. For the avoidance of doubt the "Total charge to applicant" figure in the Offer Letter reflects our detailed forecast and calculations and is the accurate figure. It is the amount we need to receive before we can schedule works.

This does not form part of our Offer and is not legally binding.

Job Details

Job Reference
Version



Estimate Summary List

Section Qty.	Contestable Works: Connection Description	Voltage	Cost(£)
	TR.02.03.01 - LV Main 3/4 core cable - Car Type 3/4 flex	LV	
	Road Closure Applications - Wokingham	LV	
	UD Supply Utility Drawings	LV	
	JB.01.02.03-LV Main straight/breech - Carriageway Type 3/4	LV	
	JT.03.01 - 100A 1 Phase off Main	LV	
	JT.01.03 - LV Mains Breeches Joint	LV	
	JT.01.01 - LV Mains Straight Joint	LV	
	JB.01.02.02-LV Main straight/breech - Footway (all types)	LV	
	TR.02.03.04 - LV Main 3/4 core cable - Car Type 3/4 Rigid	LV	
	TR.01.03.02 - LV Main 3/4 core - Footway (all Type)	LV	
	JT.01.02 - LV Mains Pot End	LV	
	JT.03.02 - Additional 1 Phase Services Without Service Jt	LV	
	300mm 3 core Wavecon	LV	
	JT.01.01 - LV Mains Straight Joint	LV	
	TM.05.04 - NO PARKING CONE - DELIVERY (EACH WAY)	Other	
	TM.05.03 - NO PARKING CONE - HIRE ONLY (EXC DELIVERY)	Other	
	TM.06.27 - SUPPLY OF TRAF MGT PLANS	Other	
	TM.02.18 - UPTO 54 1050X750 SIGNS - DISMTL NORM HRS	Road Closure	
	TM.02.17 - UPTO 54 1050X750 SIGNS - SETUP NORM HRS	Diversions	
	TM.02.16 - UPTO 54 1050X750 SIGNS - HIRE ONLY	Road Closure	
	SC.01.05 - Removing from Site Oasis Unit	Diversions	
	SC.01.04 - Servicing of Oasis Unit	Misc	
	SC.01.02- Weekly Rental of 12ft Oasis Unit	Misc	
	SC.01.01 - Take to Site and Setup Oasis Unit	Misc	
	IN.001 LA FEE	Misc	
	IN.001 Steel Plates	Misc	
	TR.05.17 - Install Ducts (all Types) per m	Misc	
	TR.05.04 - LV mains lay & blind - issue marker tape	Lay & Blind	
	Total (£)		

Section Qty.	Non-Contestable Works: Final Connection Description	Voltage	Cost(£)
1	JT.01.03 - LV Mains Breeches Joint	LV	
1	LV network @ level 3	LV	
	Total (£)		

Section	Non-Contestable Works: Other	
Description		Cost (£)
Other Cost - Rebate		
Other Cost - 2nd Comer		
Other Cost - O & M		
Other Cost - High Cost O & M		
	Total (£)	
	DNO Costs (£)	
	Customer Costs (£)	
Totals		Cost(£)
Contestable Total	£	
Non-Contestable Total		

For an explanation of the technical terms or abbreviations used in the above cost breakdown please visit our website www.ssen.co.uk/connections/abbreviations

There may have been subsequent alterations to the surface levels. Trial holes must be taken to determine positions and depths of cables. HS (G) 47 Booklet from the Health and Safety Executive - Avoiding Danger from Buried Cables - should be consulted before commencing excavation work. WHEN WORKING IN THE VICINITY OF OVERHEAD LINES THE HEALTH AND SAFETY GUIDANCE NOTE GS6 SHOULD BE CONSULTED (AVAILABLE FROM THE HSE WEBSITE)

Grid Ref: SU79656272

Page Size: A3

Designer Name:

Job Number: XXXXXXXXXX

Subject to revision

Master held by SSEN Asset Data Team - Asset.Data@sse.com

If you are unsure & need to seek advice before commencing excavations please contact;

NORMAL DEPTH TO THE TOP OF THE CABLE WHEN LAID				
	Services	LV	HV	EHV
FOOTPATH/UNMADE	0.45m	0.45m	0.6m	0.8m
ROAD CROSSING	0.6m	0.6m	0.75m	0.9m
AGRICULTURAL	1m	1m	1m	1.1m

General Enquiries

0800 048 3516

AGRICULTURAL

1m	
----	--

1m

1m

1.

[illegible]

23 April 2024

Rajendra Patel
Rps Consulting Services Limited
1 Newhall Street,(4th Floor),
Birmingham,
West Midlands,
B3 3NH

Dear Rajendra Patel

Thank you for contacting us about your proposed Budget enquiry at Land at Longwater Road, Finchampstead, Wokingham, RG40 3TS

Thank you for your letter requesting provision of water mains at the above site. I enclose a plan showing details of the Company's mains.

No offsite reinforcement works are required in conjunction with this enquiry but any non-standard flow rate above 0.27 l/sec, is to be flow restricted to the designed flow rate. The flow management is required to provide the customer with their requested flow rate and protect the Company existing customer if in the event the site demand increases. For compliance, SEW are required to record any flow management installed in conjunction with domestic supplies on either GIS / Billing system or both, please ensure that this is adhered to.

Please be aware that under the new pricing structure, all reinforcement works will now be subsidised through infrastructure charges. Offsite reinforcement works are no longer site specific. All below costs are estimated.

SEW does not guarantee pressure to the upper floors of properties & flats.

For Budget Purposes:

The on-site mains would be expected to cost: [REDACTED]

No. of Standard Connections	Connection Type	Approximate Rate	Sub Total
40	A-Type	[REDACTED]	[REDACTED]
	Standard Infrastructure Charge	Income offset	Infra Rate
40	[REDACTED]	[REDACTED]	[REDACTED]
		Aprox. Total	[REDACTED]

The budget figures quoted above have been prepared on the assumptions that there are no Health & Safety hazards arising from either the present site conditions or any which may arise as a result of activities of the developer, his agents or contractors.

South East Water ("SEW") offers two options to developers for the installation of water mains. In brief, the options are as follows:

I. The company offer based on a discount being applied to the total cost of the scheme. This is derived by comparing the annual revenue from the new service connections and the annual repayment of a notional loan over a 12 year period to calculate the deficit. The corresponding lump sum then has the discount applied in accordance with the methodology issued by Ofwat under charging rules for new connection services (English Undertakers)

II. The Self Lay Option is divided into two sections: Non-Contestable is what you are required to pay SEW initially. This cost relates to non-contestable activities (i.e. those items of work that for reasons of safeguarding our water quality, only South East Water or their approved contractor may undertake). Details of Self Lay are available at: <http://www.ofwat.gov.uk/consumerissues/selflay> Income Offset - On satisfactory handover of the self-laid mains, an Asset Payment will be paid to you. If you choose to self-lay the mains, this will need to be in accordance with the SEW Self Lay Policy, using an accredited contractor, under South East Water supervision.

We would also be grateful to receive your detailed plans of the proposed development and the relevant reports and information required to enable us to prepare a firm quotation for the above option(s).

For the Company to provide firm figures at the earliest opportunity please supply the items listed in our "Developer Services – Information required for provision of Water Services".

The availability of a soils report to establish the presence or otherwise of contaminated land is most important. The report must be based on a site investigation carried out in accordance with British Standard Institution BS10175:2001 Investigation of Potentially Contaminated Sites - Code of Practice and in particular should include any potential risk of petroleum hydrocarbons.

In addition the specification proposed for the internal plumbing system could have relevance for the pipework design and your early confirmation of this information would be of great assistance.

If you have any questions or require clarification regarding this letter please feel free to call us.

A firm site layout: scale 1: 500, which identifies:

- i. the extent of the land in the developer's ownership
- ii. the individual plot numbers + Bin Store / Landlord Supplies
- iii. the service entry positions for each plot + Bin Store / Landlord Supplies

(Please note: Water for Domestic, Non Domestic (includes Bin Store / Landlord) and water for Fire fighting purposes will all be metered separately)

- iv. the extent of the area proposed for adoption by the Highway Authority
- v. any designated service strips

It is preferred that you supply an electronic version of your builder's plan, ideally in dwg format. This can be received via CD or by our email address on the top right hand corner of your letter.

The plan must include the proposed development footprint along with all details as previously stated, as well as a section of Ordnance Survey background for the area upon which it is located. The background must be substantial and varied enough, dependant upon its location being urban or rural, to include either surrounding field, fence and road lines, if possible buildings as well which then may be used as location reference points.

An Ordnance Survey grid reference for the site location would also be of help.

All plans that are submitted must be checked that an XREF documents are either imported into the DWG as independent layers or all XREF drawings or files are also included in the submission for mains to be designed and an estimation produced.

3. A Programme of Works and plan identifying any phasing with number of properties associated with any phase of the site and house build rate per year.

4. A Soil Investigation in accordance with British Standard Institution BS10175:2001 Investigation of Potentially Contaminated Sites - Code of Practice. **(In particular the soils investigation should include any potential risk of petroleum hydrocarbons)**

5. Details of any consultation with all known parties on archaeological and environmental issues

6. Type of Hot System installation, i.e. vented or unvented systems

7. Details of the Land owners, together with their Solicitors details, applicable for any Company asset to be installed in non-Highway Authority land.

8. Confirmation of the required flow rate in litres per second, plus completed fittings list, for any nonstandard connection with a flow rate of more than one cubic meter per hour.

9. Should there be any requirement to install sprinkler systems, hose reels or fire-fighting equipment within the new units, please confirm the required flow rate for the firefighting supply so as to enable the effects on design to be assessed and the relevant quotation to be provided. For your information, current Company policy does not permit the cross connection of water for domestic and fire-fighting /non-domestic use therefore should the properties require a supply for firefighting purposes it will be necessary to gain independent metered connections to our main to individually supply the separate elements.

Yours Sincerely

Andrew Gilham
Developer Services Coordinator
South East Water Ltd

South East Water Ltd Registered in England No. 2679874
Registered Office: Rocfort Road, Snodland, Kent ME6 5AH



Patel, Rajendra

From: Jordan, Ray J <ray.jordan@southeastwater.co.uk>
Sent: 16 May 2024 15:35
To: rajendra.patel@rpsgroup.com
Subject: NARS 24881; Land at Longwater Road Finchampstead Wokingham RG40 3TS
Attachments: Protection Info 2 of 3.pdf; Protection Info 1 of 3.pdf; Protection info 3 of 3.pdf; NARS 24881-SEW-XX-XX-DR-CE-0001.pdf

Dear Rajendra

In relation to your recent C4 Diversion enquiry, I have reviewed the attached layout plan and can advise that at this stage no diversion is required.

This is based on the assumption that our main is assumed to be laid at a depth of 900mm, if you are not affecting the finished cover level and the 900mm cover is maintained.

We will accept an increase in cover as long as the maximum cover over our asset does not exceed 1.2 meters, we will also accept a reduction in cover as long as the minimum cover level is 750mm and protection methodology is implemented.

This is also based on the assumption that no valves, washouts or any other fittings that are currently located outside of the carriageway will end up so as a result of your works.

If the above is incorrect, please advise and we can further review

Kind Regards

Ray Jordan

Self-Lay Lead

Service Management

DDI +44 (0)1634 562164 Mob +44 (0)7884 140323

ray.jordan@southeastwater.co.uk / www.southeastwater.co.uk



south east water **Pure know h₂ow**

South East Water, Rocfort Road, Snodland, Kent, ME6 5AH

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DO NOT SCALE - IF IN DOUBT ASK



DIRECTION OF TRAFFIC

2 LAYERS OF A393 MESH FABRIC WITH 300
MINIMUM LAP, 40 COVER TO ALL FACES,
REINFORCEMENT SPACERS AT 1000 CENTRES
BOTH DIRECTIONS

75mm THICK APPROVED POLYSTYRENE
COMPRESSIBLE MATERIAL REQUIRED
WHERE LESS THAN MINIMUM PIPE
COVER OCCURS, AT SITE ENGINEERS
DISCRETION.

GROUND LEVEL

B

250

C

D

MIN DEPTH OF SAND 150mm

UNDISTURBED OR WELL COMPACTED
GROUND, DOT TYPE 1 SUB-BASE
OR GROUND SUB-BASE 1 USED AT
SITE ENGINEERS DISCRETION.

GRADE 15 BLINDING CONCRETE

EXISTING COVER TO PIPE	1000
------------------------	------

PIPE

150mmØ WATER MAIN

MIN 500

SECTIONAL VIEW

[illegible]

Rev	Description	Drawn	Checked	Approved	Date
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south east water

SOUTH EAST WATER PLC
ROCFORT RD
SNODLAND
KENT ME6 5AH

TEL: 0845 223511
FAX: 01634 87391

Project Name:

Standard Detail Drawings

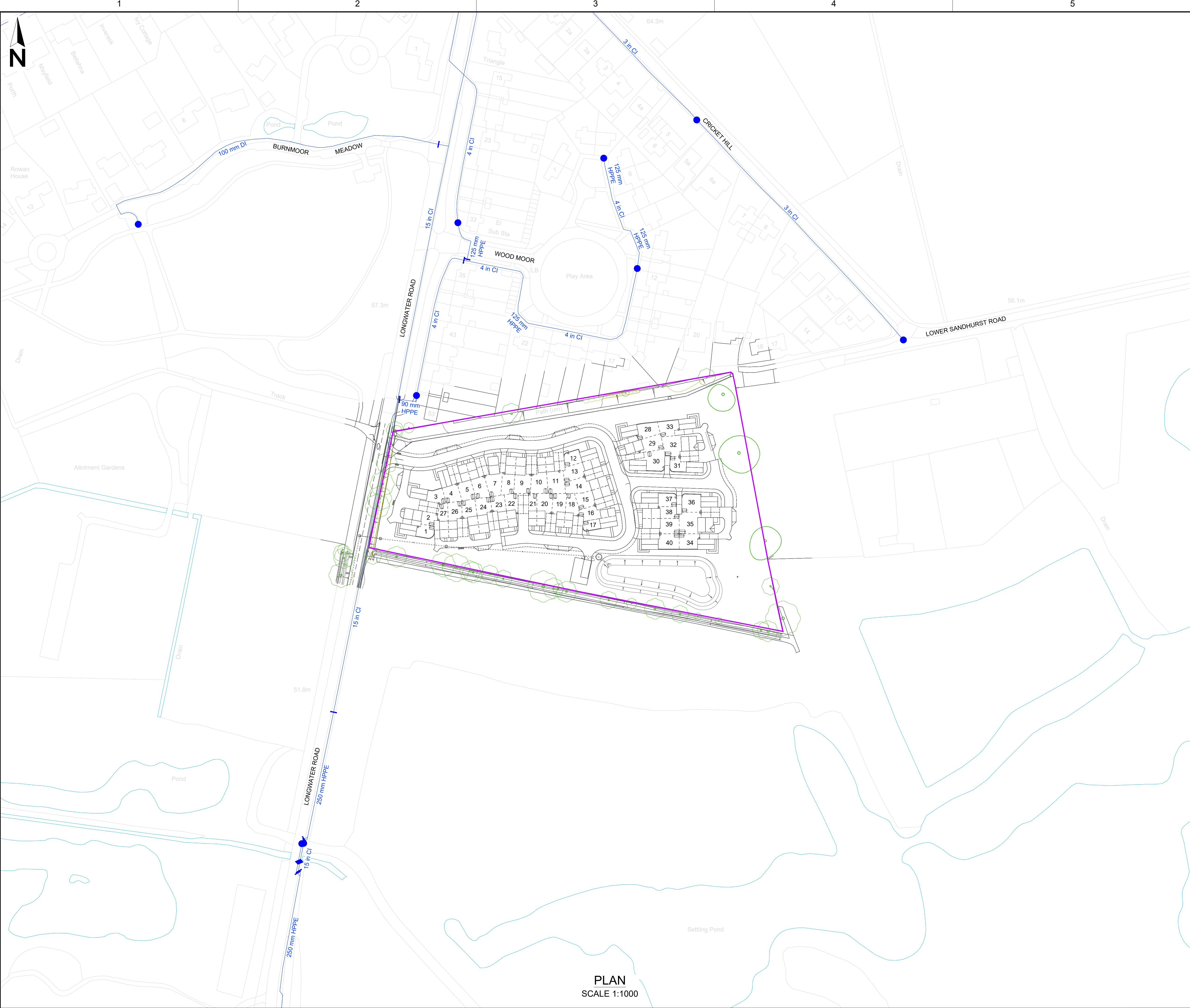
Drawing Title

Temporary Ground Level
Concrete Protection Slab
For Existing Mains

Drawn By:	Checked By:	Approved By:	Date:
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OS Reference:

Drawing No.: SEW D44b	Scale: NTS	Sheet Size: A3	Rev: A
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NOTES:

1. ALL DIMENSIONS ARE IN MILLIMETERS UNLESS NOTED OTHERWISE.

KEY

EXISTING WATER MAIN

EXISTING FIRE HYDRANT/WASHOUT

EXISTING AIR VALVE(AV)

EXISTING SLUICE VALVE

EXISTING SLUICE VALVE (CLOSED)

EXISTING METER

EXISTING NRV*

EXISTING PRV*

SITE BOUNDARY

POND / WATERBODY

TREES

HEDGE

10m0m10m20m30m40m50m60m70m

Scale 1:1000

P01.01	10.05.24	FOR INFORMATION	RJ	NS				
REV	DATE	PURPOSE OF REVISION	ORIGINATED	DRAWN	CHECKED	REVIEWED	APPROVED	
DRAWING STATUS:								
FOR INFORMATION								

SOUTH EAST WATER

ROCFORT RD

SNODLAND

KENT ME5 5AH

TEL 0845 2235111

FAX 01634 873910

AtkinsRéal

PROJECT NAME:

LAND AT LONGWATER ROAD

DRAWING TITLE:

NARS 24881

SITE LAYOUT PLAN

ORIGINATED	CHECKED BY:	REVIEWED BY:	APPROVED BY:	DATE:
RJ	ATKINS			10.05.24

OS REFERENCE:

479550, 162727

DRAWING NO.:

24881-SEW-XX-XX-DR-CE-0001

SCALE:

1:1000

REV:

P01.01

SHEET SIZE:

A1

STATUS:

S01

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APPENDIX 4 – SCOTTISH AND SOUTHERN ELECTRICITY NETWORKS