



# Terms and Conditions for small works connections

Version 1 – July 2022



1. This contract is between:
  - 1.1. You, the person, firm, or company that is the owner or occupier of the Premises (the “Customer” “you” or “your”),
  - 1.2. Northern Powergrid (Northeast) plc (company number 02906593) or Northern Powergrid (Yorkshire) plc (company number 04112320), as applicable, (“Northern Powergrid”, “we” or “us”), for the provision of the connection to our electricity distribution system at the Premises shown in the Quotation consisting of **Part 1** (your detailed price breakdown, technical summary and Quotation Acceptance Form), **Part 2** “How to Pay” and these Terms and Conditions (the “Contract”).
2. Your attention is drawn to the terms and conditions which are shown in bold.
3. The following definitions are used in the Contract:
  - a) “**Acceptance Date**” means the date of signature of the Quotation Acceptance Form in **Part 1** by or on behalf of the customer;
  - b) “**Contract Price**” means the price of the Works stated in **Part 1**, which is the amount payable by you for the completion of the Works (net of value added tax (“VAT”));
  - c) “**Quotation**” means the offer we have made to you to provide the connection to our electricity distribution system, consisting of your detailed price breakdown, technical summary and the Quotation Acceptance Form set out in **Part 1**;
  - d) “**Quotation Acceptance Form**” means the acceptance form included in **Part 1** that you can sign and return to us as a way of telling us that you want to agree to the Quotation and the Terms and Conditions;
  - e) “**Terms and Conditions**” means these terms and conditions for Connections (Small Works) – Version 1 (July 2022); and
  - f) “**Work**” or “**Works**” means the Works to be carried out by us for you as set out in **Part 1** and as amended pursuant to these Terms and Conditions.

#### Why are these Terms and Conditions important?

4. These Terms and Conditions govern the way in which we will perform the Works for you. Consequently, we recommend that you read these Terms and Conditions carefully. **If you do not understand anything in them, you should consider asking a solicitor to advise you. Alternatively, you could ask your local Citizen’s Advice Bureau or the trading standards department at your local council for advice.** Please check that the details in the Quotation and these Terms and Conditions are correct before you sign and submit the Quotation Acceptance Form. If you think there are any mistakes, please contact us to discuss. We will confirm any changes that need to be made in writing.
5. We have the right to change these Terms and Conditions at any time and will notify you in writing if there is a change.

#### Your statutory rights

6. If you are a consumer, in other words an individual contracting for your own private, non-business needs, then nothing in these Terms and Conditions affects your statutory rights.

If you want to know more about your statutory rights as a consumer, please contact your local Citizen’s Advice Bureau or the trading standards department at your local council for advice or visit [www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk).

### Quotation acceptance and forming the contract between us

7. This Quotation is valid for 90 days from the date at the top of the letter, after which it will expire automatically unless we agree otherwise with you in writing, and is subject to these Terms and Conditions. If you do not agree to the Quotation within that period and you would still like us to do the Work, you will need to ask us to provide you with a new quotation. If you would like us to perform the Works, you need to agree to the Quotation and these Terms and Conditions within the 90 day period. **You can do this by signing and returning to us the Quotation Acceptance Form, which can be found in Part 1, and paying for the Works. You can make your payment by:**
  - 7.1. **Paying by debit or credit card online at [www.northernpowergrid.com/payments](http://www.northernpowergrid.com/payments); or**
  - 7.2. **Calling us on the number detailed at Part 2 and paying by debit or credit card; or**
  - 7.3. **Another of the methods detailed in Part 2.**
8. When you submit your signed Quotation Acceptance Form such that you have agreed to the Quotation and these Terms and Conditions and make your payment by one of the methods set out in Part 2, this does not mean we have accepted your order for the Works. **The Contract between us will only be formed and become binding on you and us when we send you written confirmation that we have received your payment and the Contract has been formed.** If we are unable to do the Works we will inform you in writing and we will not process your payment or will arrange for any payment already made to be refunded.
9. If the Customer is the owner of or has the legal right to occupy the Premises as at the Acceptance Date, the Contract shall be effective from the Acceptance Date.
10. If the Customer is not the owner or occupier of the Premises as at the Acceptance Date, the Customer must either (i) become the owner of the Premises or (ii) secure the right to occupy the Premises within two calendar months of the Acceptance Date (in either case “Right of Occupancy Date”) in which case the Contract shall be effective from the Right of Occupancy Date.
11. The Customer shall provide Northern Powergrid with such evidence as Northern Powergrid may reasonably require of the Customer’s ownership of or legal right to occupy the Premises.

### Your rights to end the Contract

12. **You are entitled to cancel the Contract within 14 days of the date on which it is formed (provided that we haven’t at your specific request completed the Works during this time).**
13. Information on how to cancel the Contract is set out in the **Cancellation and Refunds section at Schedule 1 below.**
14. **You can end the Contract, if, due to our fault, we fail to complete the Works in the six month period starting on the date on which the Contract is formed.** If you end the Contract, we will pay back to you any money that you have paid to us for the Works.
15. **You can also end the Contract if:**
  - 15.1. **We break the Contract** in some important way. This is known as a material breach and could involve a significant breach of our obligations under the Contract;
  - 15.2. **We change these Terms and Conditions in a way you don’t like; or**
  - 15.3. **We become insolvent or stop trading or become subject to an administration order or if a similar event happens to us.**

### Our rights to end the Contract

- 16. We can end the Contract immediately by written notice to you if:**
- 16.1. You fail to pay any sum to us when it is due to be paid after we have reminded you to make payment or if you otherwise break the Contract in some important way,** including if you refuse us access to your premises at the agreed date and time on more than one occasion; or
  - 16.2. We are no longer able to carry out the Works** because we are unable to obtain any third party consents that may be necessary to complete the Works or due to changes in the law or due to regulatory reasons; or
  - 16.3. If you are a business, you have become bankrupt, insolvent or stop trading or become subject to an administration order or you can no longer pay your debts or a similar event happens to you;** or
  - 16.4. You fail to agree with us within 30 days of the date on which we receive your signed Quotation Acceptance Form a date on which we can undertake the Works, which is no more than 120 days from the date on which we receive your signed Quotation Acceptance Form;** or
  - 16.5. You suspend the Works so that they cannot be completed within 120 days from the date on which we receive your signed Quotation Acceptance Form.**
- 17. If we end the Contract because of your fault** and we have carried out Work that you have not paid for, at the date when we end the Contract then **you must pay us for that Work as soon as the Contract ends.**

### Drawings, designs and specifications

- 18. We are responsible for any drawing, design or specification we produce.** If we use a drawing, design or specification which you or someone working for you has produced, it is your responsibility to make sure it is correct and suitable for its intended purpose. **If, due to a defect in a drawing, design or specification which you or someone working for you produces, we incur additional costs, we will charge you those additional costs.**

### The Works we will perform

- 19. We will carry out the Works and, if you want to alter the Works in any way, we must both agree to that alteration in writing before the alteration can be made. Please note that altering the Works may result in a change being required to the Contract Price but we will discuss any such change to the Contract Price with you before the alteration to the Works is agreed in writing.**
- 20. If we are unable to agree the alteration to the Works you require or the associated change to the Contract Price, then you can end the contract.**
- 21. You can ask us to suspend the Works at any time but, if you do this, (i) we will add to the Contract Price our reasonable costs incurred due to the Works being suspended.** Our reasonable costs may include items such as any plant we have had to hire to undertake the Works and **(ii) we may be able to terminate the Contract** under paragraph 13.5.
- 22. We will only undertake any excavation work that you ask us to do and we have agreed to perform as part of the Works.** If you have not asked us to undertake any excavation work that may be required on your land, you will be responsible for undertaking all of the excavation within the boundary of your premises required for the laying of the cables and ducts that are necessary to complete the Works you have requested.

### What the Contract Price includes

- 23. **The Contract Price is defined in paragraph 3 a) as the price of the Works stated in Part 1, which is the amount payable by you for the completion of the Works. We will add to the Contract Price VAT at the rate applicable at the time the Quotation is issued.** If the rate at which VAT is charged changes before you return the Quotation Acceptance Form, we will alter the amount of VAT chargeable to reflect the new VAT rate and will send you a new Quotation in writing to avoid confusion.
- 24. **The Contract Price is based on the information that you provided to us in your request for a quotation and on the assumption that the Work will be carried out during our normal working hours of 9:00 am to 4:00 pm, Monday to Friday.** If you require us to undertake the Works outside these hours, we will need to provide you with a revised Quotation to reflect your requirements. If this is the case, we will send you a new Quotation in writing to avoid confusion.
- 25. **We reserve the right to review the Quotation and vary the Contract Price in accordance with any information in addition to that you provided to us to prepare the Quotation, or which we may become aware of, or if we have to incur additional costs in order to acquire any consent needed to carry out the Works.** For example, this could be due to additional work being required and/or additional costs as a result of local authorities and/or the Highways Agency imposing unforeseen restrictions on how and when we can work in the highway, such as Sunday-only working. If additional costs are to be incurred, we will provide a revised Quotation and seek your agreement to the revised Contract Price.
- 26. **Should your requirements alter significantly and it is necessary for us to produce a revised or alternative quotation, we may charge you for any additional costs incurred in producing the revised Quotation.**

### Paying for the Works

- 27. **We will carry out and complete the Works for the Contract Price unless the Contract Price is changed in accordance with these Terms and Conditions.**
- 28. **You must pay the Contract Price on or before the date on which you return the Quotation Acceptance Form to us or provide a copy of your purchase order with the Quotation Acceptance Form.**
- 29. **We can end the Contract in accordance with paragraph 13.1 if you do not pay the Contract Price.**

### Extra costs if you do not pay in full on time

- 30. **We will not usually start Work until you have paid any amount which is due. If you do not pay the right amount and we have started Work, then we may stop Work at any time until you do pay the right amount and we may cancel the Contract in accordance with these Terms and Conditions (please see paragraph 13.1). We will tell you in writing about any reasonable costs, losses or expenses we suffer due to having to stop the Work and will add such amounts to the Contract Price.**

### Using debit, credit or charge cards

- 31. **Where you choose to pay by debit, credit or charge card your payment details will be collected using a secure mechanism and we will process your information in accordance with our privacy policy.**

### Ownership of electricity distribution system equipment

- 32. **The Work is made up of alterations and improvements to our electricity distribution system at or near your premises. Your payment of the Contract Price does not give you any rights in or to any part of our electricity distribution system including anything constructed as a result of the Work. Consequently, we will own the equipment used to complete the Work and any equipment which forms part of our electricity distribution system at all times.**
- 33. **You agree that we or our contractors may enter your premises on reasonable notice to carry out the Work or to recover any equipment or goods belonging to us or our contractors which may be left on your premises.**

### Starting and finishing the Work

- 34. We will start the Work on the date which is agreed in writing between you and us and we shall try to complete the Work by the date we have told you. However, you agree that the date for completing the Work is an estimate only and we do not promise that we will finish the Work by that date. **We will not be responsible to you for any costs you incur if we do not start or complete the Work by the agreed dates.**
- 35. If we incur costs and expenses as a result of the Work being delayed by your actions or your failure to do things you have agreed to do by any date we agree (if a date is agreed), **we can charge you for those costs and expenses and we will add the amount we incur to the Contract Price.**
- 36. We or our contractor will complete any excavation and reinstatement work in public or third party land that may be required. However, **before any of the Works in public or third party land can take place, it may be necessary for us to obtain legal consents or serve highway access notices.** Whilst we will seek to keep the time needed for this to a minimum, **such procedures are outside of our control and may add to the time we have indicated that it may take to complete the provision of your connection.**

### What can you or we claim if anything goes wrong?

- 37. If either of us fails to meet any of our obligations under this Contract because of an event or **circumstances beyond our reasonable control we will not count this as breaking the Contract.** An event outside our control includes things such as strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks. **We will contact you as soon as reasonably possible to notify you if an event outside our control takes place.**
- 38. **Unless we cause death or injury through our negligence, or there is fraud or we breach certain statutory terms, we will not be liable to you for any loss or damage to do with this Contract.** This does not apply if we damage your property because we are negligent or break the Contract and we should have known that the damage caused would be the direct result of breaking the Contract or being negligent.
- 39. **If you are a consumer, we will not be responsible under this Contract for any loss or damage which relates to any business of yours.** Nothing in this agreement will affect your right to bring legal action.
- 40. If we break this Contract and you suffer loss or damage as a direct result, **we limit the amount we may pay to you to £100,000 or the Contract Price (whichever is less)** for that loss or damage, except where your loss results from breach of our statutory duties, any fraud we commit or if death or personal injury is caused which occurs because of our negligence, in which case the amount we may pay to you will be unlimited.
- 41. Where, in carrying out the Work, we work on or test equipment owned by you or someone else, **it is your responsibility to pay for any damage to that equipment which occurs unless we have caused that damage.** Where we damage such equipment, we will (at our option) either:
  - 41.1. Pay the cost of carrying out repairs to or replacing the equipment; or
  - 41.2. Pay an amount up to but not exceeding the Contract Price or £100,000 (whichever is less).
- 42. If you are a business:-
  - 42.1. All warranties, conditions or terms which are not set out in this Contract but which would otherwise be implied into it (for example through a specific law, the common law or otherwise) are excluded by us unless they cannot be excluded by law; and
  - 42.2. We will not be responsible to you for any loss of profit, loss of business, anticipated savings and loss or damage to goodwill or any indirect, consequential or economic loss which happens as a result of our breaking this Contract or our negligence.

### The equipment we use to carry out the Work

43. We can change any equipment which we say we will use in our Quotation for any other equipment which will deliver a similar level of service. **If the change results in an increase in the cost to you, you must either pay the increased amount or end the Contract.** If you cancel the Contract, we will refund any amount you have paid to us for Works we haven't yet completed.

### Your connection agreement

44. Your ongoing use of the Connection will be governed by the National Terms of Connection (the "NTC"), a copy of which can be found at [www.connectionterms.org.uk](http://www.connectionterms.org.uk) or obtained by calling us on 0800 011 3433. You enter into a contract for your ongoing use of the Connection, the terms of which are the NTC, when you enter into a contract with your energy supplier for the supply of electricity through the Connection. **We advise you to read the NTC because the NTC limits our liability to you in respect of your ongoing use of the Connection.**

### Easements and Wayleaves

45. We may need you to grant us conveyances, transfers, leases, deeds of grant and/or wayleave consents. Where you do need to grant us these things you will do so promptly and on terms which are reasonable.
46. Where you cannot directly grant us any of the things referred to in paragraph 42, we will attempt to contact any relevant third party owners of the land affected by the Work to seek to negotiate any such conveyances, transfers, leases, deeds of grant and/or wayleave consents as may be required. **You must reimburse us for any payments that we need to make to those third party owners of land. If you are NOT a business consumer, we will agree those amounts with you before paying them to the relevant third party and we will send you an invoice and details of how to make the payment to us.** If you are a business consumer, you will reimburse us any amount we need to pay up to £1,000. If we need to pay more than £1,000, we will not do so until we have your agreement that we can.
47. We reserve the right to not commence or to suspend the Work until we have all the relevant consents in place.

### General legal conditions

48. The Contract is governed by English law. You and we both agree to bring any claims using the English courts. However, you may also use an alternative dispute resolution process via an independent body, which considers the facts of a dispute and seeks to resolve it without a claim having to go to court. You can find a list of all alternative dispute resolution bodies that are approved to provide this service at [www.tradingstandards.uk/advice/AlternativeDisputeResolution.cfm](http://www.tradingstandards.uk/advice/AlternativeDisputeResolution.cfm).
49. If you are not happy with our level of customer service or how we have handled any complaint in respect of that service and we are unable to resolve your complaint, you may want to contact the Energy Ombudsman via its website at [www.ombudsman-services.org/energy](http://www.ombudsman-services.org/energy) who should not charge you for making a complaint. If you are not satisfied with the outcome you can still bring legal proceedings.
50. You cannot transfer the legal rights to this Contract without our prior written permission. We may transfer any part of this Contract to any other company that has the necessary licence for the distribution of electricity. If we transfer any of the rights and obligations under this Contract to another company, the expression “we”, “us” or “our” will include that other company for the purposes of this Contract.
51. If we need to serve a notice on you under this Contract, we will send it to the address to which we sent the Quotation. You must serve any notices on us at:
- Northern Powergrid  
Network Connections  
Alix House  
Falcon Court  
Stockton  
TS18 3TU
- Email: **[getconnected@northernpowergrid.com](mailto:getconnected@northernpowergrid.com)**
- Telephone: **0800 011 3433**  
(8:00am to 8:00pm on Monday to Friday and 9:00am to 5:00pm on Saturday)
52. If any term of this Contract is held by the courts or any other legal or regulatory body to be invalid or unenforceable, the rest of the terms of the Contract shall not be affected by such invalidity or unenforceability.
53. If you break the Contract and we fail to enforce the provisions of the Contract, our failure or silence should not be understood by you that we are giving up on our rights and remedies. If either we or you do give up on our rights and remedies on one occasion, that does not mean that we or you are doing so in respect of any other rights or remedies we may have. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
54. If you are a business these terms represent the whole agreement between us.



## Contact us



0800 011 3433  
Mon-Fri: 8am-8pm, Sat: 9am-5pm



[getconnected@northernpowergrid.com](mailto:getconnected@northernpowergrid.com)



[www.northernpowergrid.com/get-connected](http://www.northernpowergrid.com/get-connected)