



Standard Connection Offer

Version 1 – June 2023

Terms and Conditions

1. DEFINITIONS

- 1.1. **“Connection”** means the connection to the Distribution System to be made at the Premises;
- 1.2. **“Contract”** means the contract entered into between the parties for the provision of a connection to the Distribution System, consisting of Part 1, Part 2 or Part 3 (as applicable) and Part 4 of the Quotation;
- 1.3. **“Contract Price”** means the price stated as being the amount payable by the Customer for the completion of the Works (net of value added tax) as varied in accordance with the Contract;
- 1.4. **“Customer”** or **“you”** means the person, firm, or company that is the owner or occupier of the Premises whose name appears on the Quotation as requiring the Connection;
- 1.5. **“Distribution System”** means the electricity Distribution System of either Northern Powergrid (Northeast) plc or Northern Powergrid (Yorkshire) plc as applicable;
- 1.6. **“Distributor”, “Northern Powergrid”, “we” or “us”** means Northern Powergrid (Northeast) plc and its successors in title or Northern Powergrid (Yorkshire) plc and its successors in title, as applicable;
- 1.7. **“ICP”** means Independent Connections Provider;
- 1.8. **“Premises”** means the premises to be connected to the Distribution System as defined on the Quotation Acceptance Form signed by or on behalf of the Customer;
- 1.9. **“Quotation”** means the offer made by the Distributor to the Customer to provide a connection to the Distribution System, consisting of:
 - i) **Part 1:** The Common Quotation details;
 - ii) **Part 2:** The Quotation for Northern Powergrid to carry out the contestable work and the non-contestable work (Option 1) and the Quotation Acceptance Form;
 - iii) **Part 3:** The Quotation for Northern Powergrid to carry out the non-contestable work (Option 2) and the Quotation Acceptance Form;
 - iv) **Part 4:** Major Works Terms and Conditions; and
 - v) **Part 5:** The Connection agreement for the on-going use of the Connection.
- 1.10. **“Quotation Acceptance Form”** means the acceptance form to be returned by the Customer to the Distributor; and
- 1.11. **“Work” or “Works”** means the Works to be carried out by the Distributor for the Customer as stated in the Contract and as amended pursuant to these terms and conditions.

2. TERMS AND CONDITIONS

- 2.1. These terms and conditions shall be the terms and conditions of Contract. They shall prevail over any other terms and conditions.
- 2.2. The Contract Price is based on the proposed design of the Works and prices current as at the date of this Quotation. Both parties agree that the Distributor shall have the right at its sole discretion to vary the Contract Price:-

- 2.2.1. following acceptance of this Quotation but prior to commencement of the Works;
- 2.2.2. if the design of the Works or any of the design parameters alter, are varied or change during the construction of the Works;
- 2.2.3. if, for any reason (other than those reasons already detailed in Clause 2.2.2) there is any alteration, variation or amendment to the Works, irrespective of which party initiated such alteration, variation or amendment;
- 2.2.4. if the Works:
 - 2.2.4.1. are not completed within the period of 12 months from the date of this Quotation;
 - 2.2.4.2. are suspended at the Customer's request for more than 3 calendar months pursuant to Clause 5.2; or
 - 2.2.4.3. are suspended pursuant to Clause 6.2.
- 2.3. If the Contract Price ("**Existing Contract Price**") is varied pursuant to Clause 2.2.1 you will be notified in writing of the revised Contract Price and we will not commence the Works until we receive your agreement to the revised Contract Price in writing.
- 2.4. If we intend to revise the Existing Contract Price pursuant to Clauses 2.2.2 to 2.2.4 (inclusive) you will be notified of the revised Contract Price in writing and we will not complete any Works, the value of which exceeds the Existing Contract Price, until such time as you notify us in writing of your acceptance of the revised Contract Price.
- 2.5. If we notify you of a revised Contract Price in accordance with Clauses 2.3 or 2.4 and you decide not to accept the revised Contract Price, either party has the right to terminate this Contract by 7 days' prior notice in writing to the other. We will refund to you an amount equal to the Existing Contract Price, less (i) the value of the Works completed as at the date of termination, (ii) the costs of making the Works safe and (iii) our reasonable costs incurred at the time of termination, including (without limitation) the costs associated with cancelling or terminating any contracts for the supply of any plant, materials or equipment and any contracts for labour or the costs of the same if they cannot be cancelled or terminated.

3. PERIOD OF QUOTATION

The Quotation is open for acceptance by the Customer for a period of 90 calendar days from the date of it.

4. DRAWINGS

The Distributor accepts no responsibility for any drawing, design or specification not prepared by it. The reasonable cost of any additional Work to be carried out by the Distributor as a result of defects or omissions in any such drawing, design or specification shall be calculated and the Contract Price varied pursuant to Clause 2.2.2 or 2.2.3 (as applicable). Any drawing, design or specification prepared by the Distributor shall be indicative unless the Distributor confirms in writing to the Customer that any such drawing is considered to be in final form.

5. ALTERATIONS AND ADDITIONS

- 5.1 The Work to be carried out by the Distributor shall be that described in this Quotation unless both parties agree otherwise in writing in which case the consequential alteration, variation or amendment to the Contract Price shall be calculated and agreed with the Customer before any alterations to the Works are agreed pursuant to Clause 2.
- 5.2 If the Customer suspends the Works for any reason, the Contract Price shall be altered, varied or amended in accordance with Clause 2.

6. TERMS OF PAYMENT

- 6.1 Subject always to Clause 6.2, the Contract Price is payable by the Customer on the date upon which the Quotation Acceptance Form is received by the Distributor, unless otherwise set out in this Quotation. If payment of the Contract Price (or any relevant milestone payment comprising part of the Contract Price) is not made by you within 14 days of the date of an invoice issued by us then we reserve the right to charge interest on the outstanding balance at the rate of 3% per annum above the base rate from time to time of National Westminster Bank plc from the date payment was due until the date payment is made.
- 6.2 If the Customer fails to make any payment, including payment of any connection offer expenses specified in the notice included in the Quotation, when due then in addition to the rights reserved to the Distributor pursuant to Clause 7.4 the Distributor shall also have the right by notice in writing to the Customer to suspend all the Distributor's obligations under the Contract until such time as payment is made. Any costs, losses and expenses (whether direct or indirect) incurred or suffered by the Distributor as a result of the suspension and subsequent resumption of the Works shall be added to the Contract Price.

7. TERMINATION AND TITLE

- 7.1 The Customer acknowledges that the Works comprise alterations or improvements to the Distribution System and that notwithstanding payment of the Contract Price the Customer shall not be entitled to any right, title or interest of any nature in any of the assets, equipment or plant used in connection with the Works or created as a result of them.
- 7.2 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.
- 7.3 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.
- 7.4 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
- 7.5 The Distributor is entitled to enter upon any premises owned or occupied by the Customer to carry out the Works or to recover assets, equipment or plant belonging to the Distributor.
- 7.6 If, following our receipt of your signed acceptance of this Quotation, you delay the commencement of the Work or otherwise impede the progress of the Work such that the Work is delayed for a period exceeding three calendar months, this period to be determined at our discretion, we shall have the right to terminate this Contract upon 7 days written notice being given by us to you. Following termination of this Contract in accordance with this Clause 7.3, should you still require a new connection to the Distribution System we will only commence or recommence work upon your making a further formal application for a connection to the Distribution System and our issuing and you accepting a new quotation based on your further formal application.

7.7. Where:

- 7.7.1.** either party ('Defaulting Party') commits any breach of the Contract (including failure to pay on the due date any charge, instalment or other payment);
- 7.7.2.** the Defaulting Party makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);
- 7.7.3.** an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Defaulting Party;
- 7.7.4.** the Defaulting Party ceases to carry on business;
- 7.7.5.** the other party ('Party not in Default') reasonably apprehends that any of the events mentioned above is about to occur in relation to the Defaulting Party and notifies the Defaulting Party accordingly, then, without prejudice to any other right or remedy, the Party not in Default shall be entitled by written notice to terminate the Contract. In any case where the Customer is the Defaulting Party, and any of the Work has been carried out but not paid for, the Customer shall pay to the Distributor a sum of money equal to the value of such Work as determined by the Distributor notwithstanding any previous agreement to the contrary.

8. COMMENCEMENT AND COMPLETION OF THE WORKS

- 8.1.** The Works shall be commenced and completed on the agreed dates and shall be completed with all reasonable speed.
- 8.2.** If the Distributor suffers any direct loss or expense by reason of the regular progress of the Work having been impeded by any reason other than any act, omission or default of the Distributor, then the amount of such loss or expense shall be ascertained by the Distributor and added to the Contract Price. This Clause shall not prejudice any other rights or remedies of the Distributor.

9. DAMAGE TO CUSTOMER EQUIPMENT

- 9.1.** Where in the course of carrying out the Work the Distributor works on or tests any equipment owned by the Customer or any third party and that equipment is damaged or destroyed by such Work or tests, the Customer shall bear the cost of repairing or replacing any the equipment except to the extent such damage or destruction is caused by the negligence of the Distributor. The Customer authorises the Distributor to execute any such repair or replacement and agrees to pay the reasonable cost of doing so.

10. LIMITS ON LIABILITY

- 10.1.** Nothing in this agreement shall limit liability for:
 - 10.1.1.** death or personal injury caused by negligence;
 - 10.1.2.** fraud or fraudulent misrepresentation; or
 - 10.1.3.** any other liability which cannot be limited or excluded by applicable law.
- 10.2.** Subject to Clause 10.1:
 - 10.2.1.** each party's total liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to the lesser of one million pounds and the Contract Price;

- 10.2.2. neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in respect of any indirect, consequential or economic loss, loss of contract or loss of profit arising under or in connection with this Contract;
- 10.2.3. the Distributor shall have no liability to the Customer in respect of any losses, costs or expenses suffered or incurred by the Customer (directly or indirectly) as a result of the failure of the Distributor to complete the Work by any agreed date;
- 10.2.4. where the Distributor works on or tests any equipment owned by the Customer or any third party and that equipment is damaged or destroyed due to the Distributor's negligence, the Distributor's liability shall be limited to the lesser of:
 - 10.2.4.1. the cost of effecting the repair or replacement;
 - 10.2.4.2. the Contract Price; and
 - 10.2.4.3. five hundred thousand pounds.

11. SUBSTITUTION OF EQUIPMENT

The Distributor reserves the right to substitute other equipment for equipment specified in the Quotation. However, if any such substitution is likely to increase the Contract Price, such substitution will be first agreed with the Customer.

12. ASSIGNMENT

The Customer shall not, without the written consent of the Distributor, assign the benefit of the Contract.

13. VALUE ADDED TAX

The Contract Price shall be increased as appropriate by the amount of any Value Added Tax (at the rate from time to time in force) properly payable in respect of the Work.

14. CONNECTION AGREEMENT

The Customer acknowledges and agrees that, unless stated to the contrary in the Quotation, no equipment or installation, whether belonging to the Customer or any other person, firm or company, will be connected to the Distribution System or energised unless and until the person, firm or company (whether or not the Customer) whose equipment or installation is intended to be connected to the Distribution System has executed and completed the Distributor's standard form of connection agreement for the on-going use of the Connection.

15. SUBSTATION SITES, EASEMENTS AND WAYLEAVES

- 15.1. As soon as reasonably practicable following the date of the Contract, the Distributor shall establish its requirements for substations, overhead electric lines, underground electric lines and all ancillary apparatus and will notify the Customer of such requirements. Insofar as it is within the ability of the Customer to grant or procure the grant of any conveyances, transfers, leases, deeds of grant and Wayleave consents required by the Distributor, the Customer shall do so without delay or charge and on terms acceptable to the Distributor. Insofar as it is not within the ability of the Customer to grant or procure the grant of any conveyances, transfers, leases, deeds of grant and Wayleave consents, the Distributor shall contact the owners/occupiers of the area(s) of land affected by the relevant requirements and attempt to negotiate and complete all relevant conveyances, transfers, leases, deeds of grant and Wayleave consents. All payments that the Distributor agrees to make to such owners/occupiers shall be repaid by the Customer on demand provided that any such amount in excess of £1,000 (individually, not collectively) shall not be incurred without the agreement of the Customer. The Distributor reserves the right to delay commencement of any other part of the Work until all conveyances, transfers, leases, deeds of grant and Wayleave consents required by the Distributor have been legally completed.

15.2. In the event that the Distributor, having used reasonable endeavours (such expression not being deemed to require the Distributor to use any or all of its statutory powers), has been unable to complete any or all of the said conveyance, transfers, leases, deeds of grant and Wayleave consents within six calendar months of the date of the Contract, or the Customer has not agreed to the amounts referred to in Clause 15.1, the Distributor shall be entitled at any time after such date to terminate the Contract forthwith by notice in writing to the Customer. If it does so, the Distributor shall refund to the Customer within 14 days of the date of the said notice all amounts paid by the Customer to the Distributor pursuant to the Contract less a reasonable amount to reflect the parts of the Work already carried out by the Distributor. If the Customer has not made any payment to the Distributor, the Customer shall pay to the Distributor such amount as the Distributor reasonably considers reflects the parts of the Work already carried out.

16. LEGAL CONSTRUCTION

The Contract shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

17. WHOLE AGREEMENT

The Customer acknowledges that the Contract comprises the whole agreement between the parties and that the Customer has not, in entering into the Contract, relied upon any oral or written representation made to the Customer by the Distributor or its employees or agents.

18. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the terms and conditions of the Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Contract.

19. UNENFORCEABLE CONDITIONS

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

20. FORCE MAJEURE

The Distributor shall not be liable to the Customer for any delay or failure due to any cause beyond the Distributor's reasonable control.

21. ADDITIONAL TERMS AND CONDITIONS

There shall be deemed included within these terms and conditions any other terms and conditions that are contained in the Quotation and are stated to be 'Additional Terms and Conditions'.

Contact us



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



getconnected@northernpowergrid.com



www.northernpowergrid.com/get-connected