**ELECTRICITY NORTH WEST LTD GENERAL CONDITIONS OF CONTRACT (CONNECTIONS UP TO 300kVA)**

**1. Definitions**

In these Conditions:

**“Acceptance Date”** means the later of the dates on which: (i) We receive the signed and completed Acceptance Form and (ii) You pay the Price due for Us to carry out the Works as specified in the Quotation;

**"Acceptance Form"** means the acceptance form provided by Us to You with the Contract Documentation;

**"Act"** means the Electricity Act 1989;

**"Authority"** means the Gas and Electricity Markets Authority, established under section 1 of the Utilities Act 2000, and The Office of Gas and Electricity Markets (Ofgem);

**“Breakdown”** means the breakdown of charges (if any) contained in the Quotation;

**"Contract"** means the contract entered into between Us and You for Us to carry out and complete the Works;

**"Contract Documentation"** means the Quotation, the Specification, these Conditions, the Connection Agreement (if any) and the National Terms of Connection (if applicable);

**"Conditions"** means these General Conditions of Contract (Connections Up To 300kVA);

**“Connection Agreement”** means an agreement governing the maintenance of the electricity connection upon completion of the Works as signed by Us and You. Where no Connection Agreement will be signed the National Terms of Connection will apply;

**“Energy Ombudsman”** is part of the Ombudsman Service to help resolve complaints from consumers about energy (gas and electricity) companies;

**"Health and Safety Legislation"** means all relevant health and safety legislation together with approved codes of practice and guidance issued by the Health and Safety Executive, the Health and Safety Commission and British Standards in place from time to time;

**"Licence"** means the licence granted to Us by Ofgem under Article 6(1)(c) of the Act;

**"Materials"** means any goods required to carry out and complete the Works;

**“National Terms of Connection”** means the terms and conditions published by the Energy Networks Association to which You must agree if We are to maintain the connection of Your property to Our Network;

**"Normal Working Hours"** means 0800 to 1630 hours Monday to Friday inclusive (but excluding any bank or public holidays in England and Wales);

**"Price"** means the price payable by You for the Works as detailed in the Quotation (as otherwise varied by Us pursuant to these Conditions);

**"Quotation"** means the document headed "Quotation" supplied to You by Us as part of the Contract Documentation;

**“Site”** means the location of the place where the Works are to be carried out as set out in the Specification;

**“Specification”** means the specification of the Works provided to You by Us as part of the Contract Documentation;

**“We”** and **“Us”** means Electricity North West Ltd (company number 2366949) or any other entity who carries out the Works on Our behalf (and references to "Our" shall be construed accordingly);

**“Works”** means the Works detailed in the Specification; and

**“You”** and **“Your”** means any person, company or other entity (which shall include bodies corporate or other incorporated bodies) with whom Electricity North West Ltd agrees to provide the Works including any person who appears to Us to act with Your authority.

**2.Application & Contract Formation**

(a) Whilst every effort has been made to ensure these Conditions have been prepared in accordance with the terms of Our Licence and Our Statement of Methodology for Connection to Our Electricity Distribution Network, as approved by the Authority, We shall not be liable to You for any breach of this Clause 2.

(b) These Conditions apply to and form part of the Contract for new or augmented connections with Us and override any other terms or conditions stipulated or requested by You.

(c) No Contract shall come into effect until We have acknowledged receipt of an agreed Acceptance Form signed by You and have received payment of the Price in accordance with Clause 6.

(d) Each Contract shall incorporate the Contract Documentation. In the event of any conflict or inconsistency between any part of the Contract Documentation, the order of precedence shall be as follows: (i) Quotation (including the Specification) (ii) these Conditions (iii) the Connection Agreement (if any) (iv) The National Terms of Connection (if applicable).

(e) Nothing in these Conditions shall over-ride Our duties under Section 9 (General duties of licence holder) of the Act, or of any regulations made under Section 29 (Regulations relating to supply and safety) of the Act or of any other enactment relating to safety or standards applicable in respect of the distribution business, any industry code with which We are obliged to comply, or Our Licence.

**3. Our Obligations**

(a) We shall (subject to these Conditions and You paying the Price) carry out and complete the Works in accordance with the Specification.

(b) We shall exercise reasonable skill and care in carrying out the Works.

(c) We shall be free to decide, at Our sole discretion, what Materials We will use in carrying out the Works.

(d) If any defects arise out of defective Materials or workmanship within 6 months from the date of completion of the Works (the Defects Period) You must notify us in writing within 10 days of the end of the Defects Period. We will then endeavour to rectify them as soon as reasonably possible. This right is in addition to any other legal rights you may have.

**4. Your Obligations**

(a) You shall (if stated in the Specification) provide Us free of charge with such facilities and services (including but not limited to staff welfare facilities and power) as We reasonably require in order to carry out the Works in accordance with the requirements of all Health and Safety Legislation.

(b) You shall provide a safe and secure Site environment for Us to carry out the Works.

(c) You shall provide Us with any information specific to Your Site that may affect the health and safety of Our workers.

(d) You shall:

(i) allow Us (and ensure that any third party allows Us) access to and from the Site to enable Us to carry out the Works (and any remedial works that We may need to undertake);

(ii) be responsible for the making available suitable access points, openings and housings within any building or structure required for Us to carry out the Works;

(iii) provide Us with secure storage facilities for all Materials We deliver to the Site;

(iv) provide Us with all information set out in the Specification and any other information which We reasonably require to carry out the Works (including any Site-specific information We require);

(v) comply with any health and safety requirements We notify to You; and

(vi) comply with Your responsibilities (if any) set out in the Specification.

(e) You must ensure that all information (including but not limited to drawings) You provide to Us in relation to the Works will be accurate and complete in all respects. If such information proves to be inaccurate or incomplete, We reserve the right to vary the Price.

(f) It is Your responsibility to ensure that the Works will comply with the Electricity Safety, Quality and Continuity Regulations 2002 (as amended) and all current Institute of Electrical Engineers wiring and other applicable regulations.

(g) All Materials supplied as part of the Works shall remain Our property at all times. Notwithstanding, if We have delivered Materials to Site, You agree to store them securely and take reasonable care of them. Any Materials that are damaged, lost or stolen prior to energisation of the connection will be replaced at Your cost which we may add to the Price.

(h) Where We require land on or near the Site for a substation You agree to transfer it to Us or lease it to Us for a term of not less than 99 years and a consideration of £1, together with any wayleaves, easements, rights of way or other agreements for underground or overhead cables to supply and serve the Site. Our Quotation does not include for and You are liable for any conveyancing costs, surveyors fees or other costs that We incur as a result of the transfer or lease, or obtaining any wayleave, easement, right of way or other agreements required to carry out the Works and energise the Site. All costs payable under this Clause 4(h) must be paid by You with 7 days of Our invoice date and before commencement of the Works.

(i) Where We are delayed in carrying out the Works due to Your act or omission you shall reimburse Us for any additional costs incurred, which we may add to the Price.

(j) You shall reimburse Us for the costs of storage of Materials held off-Site.

**5. Price**

(a) The Quotation shall remain valid for acceptance for 180 days from the date of the Quotation after which time it shall automatically lapse.

(b) The Price and the Breakdown is for the execution of the Works described in the Specification only. All other costs e.g. conveyancing, legal, surveyors and all other costs payable by You shall be added to the Price.

(c) The Price (unless otherwise stated) does not include any value added tax or similar tax which will be payable by You at the appropriate rate.

(d) Where the Quotation has lapsed We will provide You with a new Quotation and Price on such terms as We may determine. No Works shall be started until We receive a new Acceptance Form in respect of the new Quotation and Price from You.

**6. Payment**

(a) Unless otherwise agreed in writing, payment of the Price will be required in advance of Us commencing the Works. Payment is due on the date of issue of the invoice and the final date for payment shall be no later than 30 days from the date of invoice.

(b) If there is a variation to the Price or any other charges become payable after the Works have commenced, You will be liable to pay such sums within 7 days after Our Invoice date.

(c) If as a result of any variation to the Works the Price is reduced, We shall refund You the reduction in Price within 30 days of the date of completion of the Works.

(d) If You fail to make payment by the final date for payment We may suspend the Works until such time as payment is made. In addition You shall pay interest which will accrue on the outstanding debt from the final date for payment until payment is made at 4% above the base rate of the National Westminster Bank PLC.

(e) All payments shall be made in full, without any deductions for retention, set off or any other deductions of whatever nature.

**7. Commencement and Completion**

(a) Subject to the remainder of this Clause 7, We shall use Our reasonable endeavours to carry out and complete the Works within a reasonable time of the Acceptance Date or, where there is a period stated in the Specification, that period, or if otherwise agreed in writing by such other date or within any period agreed. Where We offer you a commencement and/or completion of the Works date if we are unable to achieve that date we will agree a new date with You.

(b) Where the Works are to be carried out in the highway and/or footpaths (**“Relevant Works”**) We must give the relevant Local Authority notice of any Relevant Works. The notice period is dependant on the length of time We envisage being in the highway and/or footpath. Accordingly, You must therefore allow Us sufficient time to plan Your connection, the Works and notify the Local Authority.

(c) We shall have no liability to You for any losses, whether direct or indirect, caused by delays in Our starting or carrying out the Works.

(d) Should any costs not included in the Quotation be incurred by Us in relation to a Local Authority permit scheme You will be liable to pay such costs to Us and You must make full payment to Us prior to the commencement of the Works, unless otherwise agreed.

(e) Commencement and/or completion of the Works is subject to Us first obtaining any required notices. consents, easements and wayleaves We have agreed to obtain, and subject to You obtaining any notices, consent, permissions or approvals You must obtain.

(g) We shall not be liable to You for delays in carrying out, or completing the Works due to causes beyond Our reasonable control including (without limitation) delay or failure (i) by You to carry out Your obligations under these Conditions or the Specification (ii) by Our access to and from the Site being restricted, (iii) by delay caused by third parties (iv) by any failure to obtain any necessary notices, consents, easements or wayleaves (v) by any constraints imposed on Us under the New Roads And Street Works Act 1991 or other legislation, war, terrorism, epidemic or pandemic, shortage of Materials or labour, earthquake, flood, fire or adverse weather conditions.

(h) If We are delayed, disrupted or prevented from carrying out the Works owing to Your acts or omissions You will be liable to Us for any additional costs arising from such delay or disruption. Such additional costs shall be added to the Price and must be paid to Us within 7 days of Our invoice date.

**8. Variations**

(a) If You request a variation to the Works, and We agree to such request, We may (at Our sole discretion) provide You with a revised Quotation for the Works together with a revised timescale for the completion of the Works, and Price. If You accept Our revised Quotation, timescale and Price, the Contract shall be varied to take account of such revisions.

(b) If the Works are suspended for any reason for a period of six months or more We reserve the right (at Our sole discretion) to provide a revised Quotation for any outstanding Works. You shall be liable to pay any increase in the Price within 7 days of Our invoice date and We may refuse to lift the suspension of the Works until the Price is paid in full.

(c) The Price and routes for the Works are subject to Us obtaining all consents, easements and wayleaves We are responsible for obtaining. Where We cannot obtain these at a cost of no more than the specified Electrical Legal Consents Charge specified in the Breakdown, You will be liable to Us for any additional costs which we will add to the Price.

(d) The Quotation is based on the Specification and the cost of Materials and labour prevailing at the date of the Quotation. In the event the actual costs, at the time We carry out the Works, are higher, You will be liable to Us for the additional costs. Any additional costs will be added to the Price and must be paid within 7 days of Our invoice date.

(e) If, when We carry out the Works We encounter unforeseen ground conditions, or there are other unanticipated obstructions or restrictions discovered, or We are unable, subject to Your agreement, to carry out the Works during normal working hours You will be liable for any additional costs that We incur. Additional costs are added to the Price and are payable within 7 days of Our invoice date.

(f) Notwithstanding Our Quotation, if We agree an alternative solution with You, prior to beginning the Works, We may (at Our sole discretion) issue You with a revised Quotation.

(g) If, when carrying out the Works, We must meet increased Health and Safety requirements e.g. adopt specialist equipment or working practices, and the costs of doing so are increased You will be liable to Us for any additional costs that We incur. Additional costs will be added to the Price and are payable with 7 days of Our invoice date.

**9. Cancellation & Termination**

(a) Once the Contract is formed it may not be cancelled by You without Our prior written consent. If we agree to a cancellation, You agree to pay all Our costs incurred to the date of cancellation (including an apportionment of Our overhead costs and all costs that We have committed to) which We are unable to recoup in any other way.

(b) Unless We agree something different with You, We may terminate the Contract immediately and without notice if:

(i) You are required to submit an application for development (“Application”) via the planning

portal or other approved means, and:

A. in the case of a development not requiring an Environmental Impact Assessment (non-EIA development), You did not submit Your Application within 2 months of the Acceptance Date, or You have not been granted planning permission that allows development to commence within 6 months of the date of the planning permission; or

B. in the case of a development requiring an Environmental Impact Assessment (EIA development), You have not commissioned an Environmental Statement within 2 months of the Acceptance Date, or You did not submit Your Application within 14 months of the Acceptance Date or or You have not been granted planning permission that allows development to commence within 6 months of the date of the planning permission.

(ii) You cannot produce evidence, in a form acceptable to Us, within 2 months of the Acceptance Date, that You:

A. are the owner or lessee of land on which Our sub-station is or will be situated; or

B. are not the owner or lessee but have an option, conditional contract to purchase or other legally binding commitment to acquire land on which Our sub- station is or will be situated.

(iii) You cannot produce evidence, in a form acceptable to Us, that We can commence Our Works on the date We have agreed with You, including evidence You have been granted planning permission in respect of which all conditions have or will be complied with and a programme for Your development (and/or the ICP programme for ICP works) that demonstrates You will be ready for the agreed connection date.

(c) Notwithstanding any other provisions of this Agreement, We may terminate the Contract if We become aware the Works:

(i) will or are likely to require material change; or

(ii) have not commenced within six months of the date of the planning permission or have been commenced and subsequently suspended by You for a period of at least six months, except where the suspension is due to or caused by Us.

(d) We may terminate the Contract immediately, by written notice to You, if You materially breach the Contract and, where the breach is capable of remedy, You have not remedied such breach within 7 days of receipt of a notice from Us specifying the breach and requiring it to be remedied.

(e) If You fail to make any payment by the due date for payment or subsequently You are the subject of a bankruptcy notice or petition, or You enter into a voluntary arrangement with Your creditors We may immediately suspend the Works and/or terminate the Contract immediately and remove all unused Materials from the Site.

(f) Any termination of the Contract shall be without prejudice to the rights which have accrued up to the date of such termination.

**10. Statutory Requirements**

(a) We shall use reasonable endeavours to obtain any statutory consents, permissions or approvals needed to carry out the Works.

(b) If We require permission for the connection of an earthed concentric wiring system We will not be liable to You for any delay or failure to obtain that permission.

(c) Unless We agree otherwise, the Quotation does not include for the cost of reinstating the surface of private land including the surface of streets and pavements that have not been adopted by a Local Authority at the time the cables are laid. Unless otherwise agreed, You must undertake any such reinstatement as soon as possible and You must ensure that any underground part of the Works is not left exposed.

(d) Notwithstanding Our obligation to obtain any statutory consents, permissions and approvals You shall provide Us with any help We may reasonably request of You.

(e) Where We have agreed that You have an obligation to obtain consents, permissions or approvals, You shall be responsible for obtaining such consents, permissions or approvals as soon as reasonably practical and at Your own cost.

**11. Liability & Insurance**

(a) We are not liable to You for any loss or damage to the extent that such loss or damage is caused by You or any instructions given by You.

(b) Unless otherwise agreed by Us in writing, the Price has been calculated on the basis that We will not be liable to You for any liquidated or similar damages that You may incur.

(c) We are not Liable to You for any loss or damage whether arising in contract, tort (including negligence) or otherwise other than:

(i) caused by Our negligence in carrying out of the Works or Our material breach of the express terms of this Contract, or

(ii) in respect of personal injury to or the death of any person caused by Our negligence.

(iii) for fraud or fraudulent misrepresentation.

(d) Notwithstanding any other provision of this Agreement Our maximum aggregate liability to You whether arising in contract, tort (including negligence) or otherwise (including any remedial costs to the Works or otherwise) shall not exceed the Price or £1,000,000 (whichever is higher).

(e) We are not liable to You whether in contract, tort (including negligence) or otherwise for any loss of profits, loss of revenue, loss of business opportunity, loss of contract, any diminution of goodwill or damage to reputation, for any wasted costs or expenses, any payments to third parties or for any indirect or consequential loss of any kind.

(f) We are not be liable to You whether arising in contract, tort (including negligence) or otherwise for any loss or damage to the extent that such loss or damage is covered by an insurance policy held by You and You shall ensure that Your insurers waive any and all rights of subrogation that they may have against Us.

(g) Save as expressly set out in these Conditions We exclude all other liabilities to the fullest extent of the Law.

(h) You acknowledge that in entering into this Contract You have not relied on any representation, warranty or other provision except as expressly provided in the Contract.

(i) You shall indemnify Us and hold Us harmless against any claims, losses, liabilities, proceedings, costs, expenses (including professional expenses) incurred or suffered by Us arising out of or in connection with:

(A) any liability arising under statute or at common law or Your negligence in respect of personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of the Works, unless due to Our negligence;

(B) any injury or damage to any property arising out of or in the course of or caused by the carrying out of the Works or due to Your negligence, unless due to Our negligence.

(j) Without prejudice to Your liability to indemnify Us,

(A) You hereby certify that You have effected such Employer’s Liability and Public Liability insurance as are necessary to cover Your liabilities and that such policies are with a reputable insurer of at least £1,000,000 per incident or related series of incidents and such insurances shall be kept in force during and until completion of the Works.

(B) You shall insure Materials that We have supplied (whether fixed or unfixed) to cover any damage to them from any cause whatsoever.

(C) Upon Our request You agree to provide Us with a brokers letter confirming such insurances required pursuant to this Clause 11 together with confirmation of payment of all premium. If You fail to provide such letter, We may suspend provision of the Works until such time as You provide these to Us. If You fail to provide Us with the required letter and confirmation within 14 days of Our request We may terminate this Contract immediately.

**12. Energy Supplier & Connection Terms**

(a) You must appoint an electricity supplier for the connection prior to energisation of the Site. The supply of electricity shall not be energised until a supplier has been notified to Us.

(b) Upon completion of the Works You agree to be bound by the National Terms of Connection except in the case where a Connection Agreement has been executed.

**13. Sub-Contracting & Assignment**

We may sub-contract any part of the Works or assign Our interest in the Contract without Your permission. You may not assign, novate or transfer the benefit or burden of this Contract or any interest in it without Our prior written consent. We may charge You an administration fee under this Clause 13.

**14. General Terms**

(a) Any failure or delay by Us in exercising any right or remedy under this Contract shall not constitute a waiver of that right or remedy and any single or partial exercise of any right or remedy by Us shall not preclude Us from any other or further exercise of that or any other right or remedy.

(b) If You need to serve a notice on Us You may send it by email to connectionsdelivery@enwl.co.uk with a copy to Our registered office address which is Electricity North West Limited, Borron Street, Stockport, SK1 2JD. If We need to serve a notice on You, we may send it to You by email to the last known email address We have for You or by mail to the address noted in the Contract (or such other address as You may notify to Us in writing from time to time). Such notice shall be deemed to have been received by the relevant party if sent by email on the nest working date following transmission or if sent by post on the third day after posting.

(c) If any provision of these Conditions is held by any court or other competent authority to be unenforceable, in whole or in part, the validity of the other provisions of the Contract and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

(d) These Conditions supersede and replace all prior terms and conditions, communications, representations, warranties, stipulations, undertakings, and agreements whether oral or written between the parties. You agree that You have not relied on any representation, warranty or statement other than those contained in the Contract Documentation.

(e) All third-party rights are excluded pursuant to The Contracts (Rights of Third Parties) Act 1999 and no third parties shall have any rights to enforce the Contract unless expressly set out in the Contract.

(f) The headings in these Conditions are for convenience of reference only and shall not affect its interpretation.

(g) Where You are two or more legal persons Your obligations and liabilities under this Contract shall be joint and several.

(h) If You are unhappy with the terms or Price and agreement cannot be reached with Us within a reasonable time, You may complain to the Energy Ombudsman. If the Energy Ombudsman and We are not able to resolve Your dispute, You may refer Your complaint to the courts for determination.

(i) The Contract shall be governed by and construed in accordance with English Law.