



**Ennor Farm, St Mary's**

**Utilities Assessment Report**

For  
Isles of Scilly Council

Project Number:

13394

January 2021

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## 1.0 INTRODUCTION

### 1.1. Brief

- 1.1.1. The Council of the Isles of Scilly are proposing a development of 13 properties at Ennor Farm, Plot H3. The proposed development is located **in the south of the island of St Mary's, Isles of Scilly**, north of Old Town and herein referred to as 'the site'. The site location is included in Appendix A.
- 1.1.2. Campbell Reith Hill LLP (CampbellReith) has been instructed by the Council of the Isles of Scilly to complete a Utilities Assessment Report to address the following:
- To confirm existing services located close to and within the site.
  - To determine utility diversionary services works required to make way for the development of the site.
  - To confirm available capacity within the existing services networks to service the proposed development.
- 1.1.3. It is intended that this report is used to support the outline planning application as well as facilitate further consultation with relevant stakeholders, including statutory undertakers, to understand the impact of the scheme in the wider network and determine specific requirements for each utility service.

## 2.0 THE SITE

### 2.1. Location

- 2.1.1. The application site is located to the north of Old Town, at the southern end of the island of St Mary's. The site is centred on approximate National Grid Reference 91442 E, 10457 N. The nearest postcode reference to the site is TR21 0NL.
- 2.1.2. The site is broadly rectangular with an area of around 0.5ha. The site is a grass field that is currently used for grazing. An access to the field from Old Town Road is located in the south-eastern corner of the site and the access track continues along the southern boundary of the site providing access to a residential property in a converted barn. Low stone hedges (drystone) mark the boundaries of the site. The northern and western boundaries have semi-mature trees growing on them.
- 2.1.3. The eastern edge is bounded by Old Town Road, and the southern edge borders the car park and garden areas of the Old Town Inn. The western edge adjoins agricultural land, whilst the northern edge adjoins agricultural land and existing woodland. The north-west corner of the site is within 20m of the Lower Moors SSSI, a wetland area featuring reed beds, streams and ponds.
- 2.1.4. Refer to Appendix A for a copy of the site location plan and refer to Appendix B for photographs of the site taken during a site visit in 2019.

### 2.2. Proposed Use

- 2.2.1. The proposed development comprises **of 13 properties or 'self-build' serviced plots of 2, 3 or 4 beds**, each with courtyard access and private gardens. Also included are areas of allotments and green space.
- 2.2.2. Refer to Appendix C for a copy of the indicative site layout.

### 3.0 THE REPORT

#### 3.1. Aims/Objectives

3.1.1. The purpose of this report is to research existing utilities within and in close proximity to the site; identify onsite utility diversions and determine any offsite service reinforcement works required to facilitate the proposed development. The report is structured as follows:

Section 4 – Reviews the existing utility infrastructure within and around the site.

Section 5 – Reviews the extent of diversionary works required.

Section 6 – Sets out the proposed site utility infrastructure upgrades required to provide adequate capacity at the site boundary.

#### 3.2. Methodology

3.2.1. This report provides an overview of the current utility strategy for the Ennor Farm development. The scope includes all areas that are outside proposed building footprints e.g.; public realm, footways and highways etc.

3.2.2. The following sources of information have been used to establish the baseline of existing utility infrastructure;

- Correspondence with utility providers
- Utility plans provided by the Council of the Isles of Scilly.

3.2.3. These sources have been used to identify existing onsite and offsite infrastructure, and will be used to consider the relevant issues and develop a proposed strategy at the detailed design stage.

## 4.0 EXISTING UTILITIES

### 4.1. Utility Checklist

4.1.1. Table 4.1 and below provides a summary of Statutory Undertakers that have been consulted regarding record plans of their utility infrastructure close to the site of the proposed development.

UTILITY TYPE	AFFECTED STATUTORY UNDERTAKERS
Electricity	Western Power Distribution (WPD)
Potable Water	South West Water, Formally Isles of Scilly Council
Surface & Foul Sewers	South West Water, Formally Isles of Scilly Council
Telecommunications	BT Openreach

Table 4.1: Affected Statutory Undertakers Checklist

4.1.2. No other utilities providers operate on the Isles of Scilly. However, private infrastructure may be present and undetected within or close to the site boundary.

### 4.2. Electricity

4.2.1. Western Power Distribution (WPD) is the statutory utility undertaker responsible for supplying electricity to the Isles of Scilly.

4.2.2. A number of cables are present within and close to the site boundary.

4.2.3. HV (11kV) underground cables from Old Town are present beneath the Old Town Inn car park south of the site. These connect to a pole south of the site, from which cables pass along the inside of the south-western site boundary to a second pole located on the boundary. This pole serves as a junction, with cables connecting to the south-west and over the site to the north-east.

4.2.4. An LV cable follows the route of the south-eastern HV cable from Old Town, sharing the same underground route and overground poles. After the junction pole described in 4.2.3 it continues along the site boundary for 10m to reach another pole, from which it strikes out west to connect to a South West Water adopted pumping station.

4.2.5. A further overhead LV cable is present near the north-east corner of the site, serving the adjacent property.

4.2.6. Refer to Appendix D for the utility record plans from WPD.

### 4.3. Gas

4.3.1. There is no mains gas supply on the Isles of Scilly.

### 4.4. Potable water

4.4.1. South West Water is the statutory utility undertaker responsible for supplying potable water on the Isles of Scilly.

4.4.2. The utility records provided by South West Water utilising their online mapping service indicate a **4" main** within the carriageway of Old Town Lane, with a spur serving the property adjacent to the site and branches covering Old Town.

4.4.3. No potable water infrastructure is located within the site boundary.

4.4.4. Refer to Appendix E for the utility record plans from South West Water.

4.5. **Telecom – British Telecom**

- 4.5.1. British Telecom (BT) supply telecoms services to the Isles of Scilly.
- 4.5.2. Overground BT infrastructure associated with the property opposite the site to the east is present close to the north-eastern corner of the site, over Old Town Lane.
- 4.5.3. 2 no. underground BT infrastructure ducts pass along the eastern site boundary, within the site boundary and within the carriageway of Old Town Lane.
- 4.5.4. The existing BT infrastructure also provides broadband services.
- 4.5.5. Refer to Appendix F for utility record plans from BT received from the Isles of Scilly Council.

4.6. **Foul and Surface water drainage**

- 4.6.1. South West Water is the statutory utility undertaker responsible for supplying drainage on the Isles of Scilly.
- 4.6.2. The utility records provided by utilising their online mapping service show an adopted 150mm vitrified clay foul sewer which runs south along the eastern site boundary within Old Town Lane. Following a review of the topographical survey there are a number of manholes along Old Town Lane, however no depth of the foul infrastructure is defined.
- 4.6.3. It is understood the foul sewer ultimately discharges to the adopted foul pumping station located to the west of the site.
- 4.6.4. There is no South West Water Surface Water infrastructure located within or adjacent to the site. The property opposite the site is shown to utilise a private soakaway for surface water discharge following a review of the South West Water plans.
- 4.6.5. Surface water infrastructure is present some 70m south of the site within Old Town, serving Castle Cottages and other properties.
- 4.6.6. Refer to Appendix E for utility record plans from South West Water.

## 5.0 DIVERSIONARY WORKS TO EXISTING UTILITY INFRASTRUCTURE

### 5.1. Utilities Checklist

5.1.1. The following comments on diversions are made in reference to the proposed site layout shown in Appendix C. Table 5.0 below provides a summary of the statutory utility companies contacted.

UTILITY TYPE	STATUTORY UNDERTAKER	Contact Established	Response Received
Electricity	Western Power Distribution (WPD)	✓	✓
Potable Water	South West Water (SWW)	✗	✗
Telecoms	British Telecom (BT)	✗	✗
Foul Drainage	South West Water (SWW)	✗	✗

Table 5.0: Statutory Undertaker Diversion Works Consultation

### 5.2. Electricity – Western Power Distribution

5.2.1. Through consultation in , WPD have identified diversion works will be required to the 11kV HV cables that pass through the site to enable the development of the site.

5.2.2. WPD propose to erect two new poles outside the south-western and northern boundaries, and lay an underground 11kV HV cable with adjacent earth cable along a new route within the north-western corner of the site and the field to the north to connect them. The cables present along the south-western boundary and the junction pole described in 4.2.3 will remain unaltered.

5.2.3. WPD have provided a quote for these works of £7,366.82 non-contestable and £10,353.33 contestable. This does not include any excavation works, and all works are subject to an Overhead Line Survey.

5.2.4. Correspondence with WPD and the proposed diversion plans are included in Appendix G.

### 5.3. Potable Water – South West Water

5.3.1. No consultation has been undertaken with South regarding diversion as there is no existing infrastructure that will affect the proposed development.

### 5.4. Telecommunication – British Telecom

5.4.1. It is unlikely any diversion works of existing BT infrastructure as shown will be required and consultation will be sought with BT during the detail design stage to confirm these details.

5.4.2. There is currently no diversionary works correspondence with BT as they typically do not consult until planning is granted.

### 5.5. Storm and Foul Water – South West Water

5.5.1. There is no storm water infrastructure in the vicinity of the site.

5.5.2. No consultation has been undertaken with South regarding diversion as there is no existing infrastructure that will affect the proposed development.

## 6.0 OFFSITE REINFORCEMENT WORKS REQUIRED TO PROVIDE UTILITY SUPPLIES TO THE SITE

### 6.1. Utility Checklist

6.1.1. The following statutory utility undertakers have been consulted for pre-development enquiries relating to offsite reinforcement required to service the proposed development. Table 6.0 below provides a summary of the statutory utility companies contacted.

UTILITY TYPE	STATUTORY UNDERTAKER	Contact Established	Response Received
Electricity	Western Power Distribution (WPD)	✓	✓
Potable Water	South West Water (SWW)	✓	Verbal
Telecoms	British Telecom (BT)	✗	-n/a-
Foul Drainage	South West Water (SWW)	✓	Verbal

Table 6.0: Statutory Undertaker Offsite Reinforcement Works Consultation

### 6.2. Enquiry Assumptions

6.2.1. Enquiries to utility providers were made based on the following assumptions:

- Potable Water will be fed via mains rather than stored on site.
- Heating and cooking facilities in each property will be powered by electricity, given the lack of gas mains on the islands. A supply of 15kVa/dwelling has been assumed.
- The route of infrastructure will be as per the **statutory undertaker's preference. No trench details or such level of detail will be provided at this stage.** (Statutory Undertakers often use the proposed/existing roads/footways as the main route for infrastructure).
- Any preliminary infrastructure locations (e.g. Sub-stations and/or street lights) required by the Statutory Undertakers at this stage have been chosen in areas deemed adequate. Any such locations are subject to change during detailed design changes.

### 6.3. Electricity – Western Power Distribution

6.3.1. WPD have confirmed the electricity network is likely to be capable of providing the additional load to serve the proposed development at 15kW per household. However, WPD have also stated that additional investigations will be required at detailed design stage to confirm any potential requirements for reinforcement works.

6.3.2. WPD have provided a quote for the connection of £12,852.26, or £1,510.00 if contestable works are carried out by others. These values also exclude excavation and other civils works.

6.3.3. Detailed correspondence with WPD is included in Appendix G.

### 6.4. Potable Water – South West Water

6.4.1. Contact has been made to South West Water development team if there is capacity is available in the existing potable water network. No formal response from SWW has been received however verbal conversations have confirmed that further investigations will be required on the capacity **of the existing 4" infrastructure located in Old Town Lane.**

6.4.2. South West Water have also confirmed that further infrastructure improvement works are planned in the area and that the proposed development at Ennor Farm will be included in the analysis following confirmation of the programme.

6.4.3. Further correspondence and investigation is required at detail design stage.

6.5. **Telecommunication – British Telecom**

6.5.1. BT have not been approached as part of the pre-development enquiry as they typically require consultations to be made following planning permission being granted for the proposed development.

6.6. **Foul Water – South West Water**

6.6.1. Contact has been made to South West Water development team if there is capacity is available in the existing portable water network. No formal response from SWW has been received however verbal conversations have confirmed that further investigations will be required on the capacity of the existing foul pumping station located to the east of the site. Verbal confirmation has also been confirmed that there should be capacity within the 150mm foul sewer adjacent to the site.

6.6.2. A suitable connection point to the existing 150mm adopted gravity foul sewer is located within Old Town Lane at the location of the proposed access to the site. However a private or adopted pumping station will be required with appropriate storage within the site to connect to the adopted system via a suitably sized rising main.

6.7. **Surface Water – South West Water**

6.7.1. There is no Surface Water infrastructure in the vicinity of the site.

6.7.2. The proposed drainage strategy relies on matching the existing greenfield run off rates and overland routes infiltration to discharge all surface water flows. Permeable paving for driveways and shared spaces will collect and attenuate flows along with an underground tank.

## 7.0 SUMMARY AND RECOMMENDATIONS

- 7.1.1. CampbellReith has been commissioned by the Council of the Isles of Scilly to provide a Utilities Assessment Report to support the outline planning application for the proposed development of 13 no. properties or self-build plots near to Old Town Lane, **St Mary's**.
- 7.1.2. The Isles of Scilly are served with electricity, potable water, telecommunication, and foul sewerage infrastructure within very close proximity to the site. There are no surface water sewers in close proximity to the site, although the Old Town area 70m south of the site is served. There is no gas infrastructure on the islands.
- 7.1.3. Western Power Distribution and British Telecommunications have infrastructure within the site boundary. Further investigation will be required to determine whether private drainage infrastructure is present, however this is unlikely.
- 7.1.4. Western Power Distribution have confirmed there is sufficient capacity in the existing network to provide 15kVa/dwelling for 13 dwellings. They have also confirmed diversion works will be required to relocate the 11kV HV overhead cables. Quotes have been provided for all proposed works.
- 7.1.5. Verbal discussions have been held with South West Water to understand the existing capacity in the foul and potable water infrastructure and further investigations are required at detailed design stage, however infrastructure improvements are planned in the coming years and the site will be included in any assessments undertaken.
- 7.1.6. Consultations with British Telecom on proposed site supply to the development have not been undertaken at this stage as they typically require the site to be granted planning permission prior to developing their supply strategy. Additional studies will be required to confirm extents of diversionary works required, if any.
- 7.1.7. Following a successful outline planning application, there are a number of 'next steps' to follow, these will be completed during the reserved matters planning stage;
- Detailed discussions with South West Water to understand capacity and planned infrastructure improvements.
  - Discussions with BT to understand any diversion requirements and supply details for the proposed site.

## Appendix A: Site Location Plan



**Ennor Farm, St Mary's**  
**Client: Council of Isle of Scilly**

**Figure 1:**  
**Site Location Plan**

Scale: 1:10000@A4  
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## Appendix B: Site Photographs



Photograph 1: Taken from entrance to site in SE corner, looking along track along southern boundary. Hedge in background is western boundary.



Photograph 2: Taken from entrance to site in SE corner, looking along eastern boundary. Hedge in background with mature trees is northern boundary. Mound of stone in right foreground covers soakaway feature.

Ennor Farm, St Mary's

Site Photographs

Client: Council of Isle of Scilly

1 - 2

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Photograph 3: Taken from the middle of the southern boundary facing NW. Field in foreground well grazed. Note the site slopes down to corner with ivy clad trees on boundary. Land in NW lower lying and has rushes. Note overhead power lines with pole on western boundary.



Photograph 4: Taken from the middle of the southern boundary facing NE.

Ennor Farm, St Mary's

Site Photographs

Client: Council of Isle of Scilly

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Photograph 5: Taken from the middle of the southern boundary facing ENE - note detached house in background at higher level beyond site boundary and road. Blue plastic structure reportedly soakaway / cess pit from house.



Photograph 6: Taken from the middle of the southern boundary facing E. Note road beyond eastern boundary and more houses of Old Town.

Ennor Farm, St Mary's

Site Photographs

Client: Council of Isle of Scilly

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Photograph 7: Taken from the SW corner of the site facing E. Southern boundary on right and rear garden of adjacent restaurant / free house lies south of the site.



Photograph 8: Taken from the SW corner of the site facing N along western boundary. Land to the west used for grazing.

Ennor Farm, St Mary's

Site Photographs

Client: Council of Isle of Scilly

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Photograph 9: Taken from the SW corner of the site facing SW, field with mixed storage, grazing and residential barn conversion. Note solar panels in background.



Photograph 10: Taken from the SW corner of the site facing W, more of field to west of site.

Ennor Farm, St Mary's

Site Photographs

Client: Council of Isle of Scilly

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Photograph 11: Taken from NW corner of the site facing ENE, trees along northern boundary. Note land to north at lower level (c.0.5m lower)



Photograph 12: Taken from the SW corner of the site facing N, small field immediately beyond, much standing water. Reeds of SSSI visible in background c.30m N

Ennor Farm, St Mary's

Site Photographs

Client: Council of Isle of Scilly

11 - 12

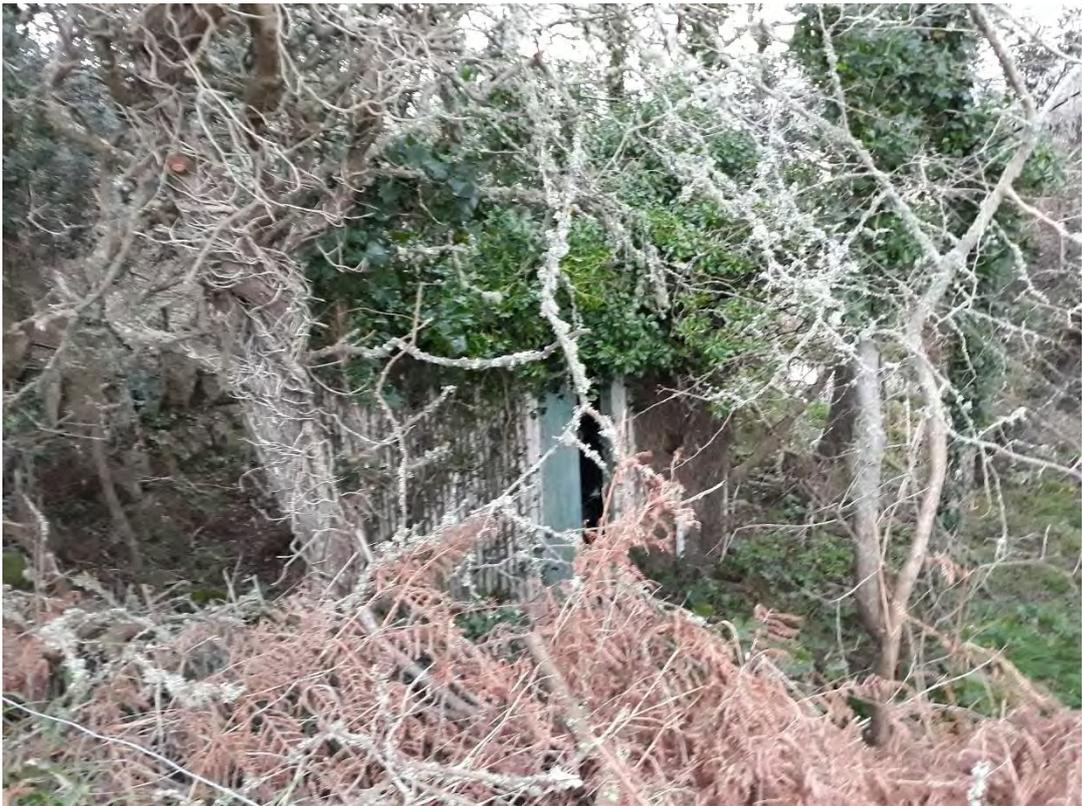
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Photograph 13: Taken from the SW corner of the site facing NW, Reeds and SSSI in background c. 20m NW of site.



Photograph 14: Pump house, adjacent SW corner of site (to WSW).

Ennor Farm, St Mary's

Site Photographs

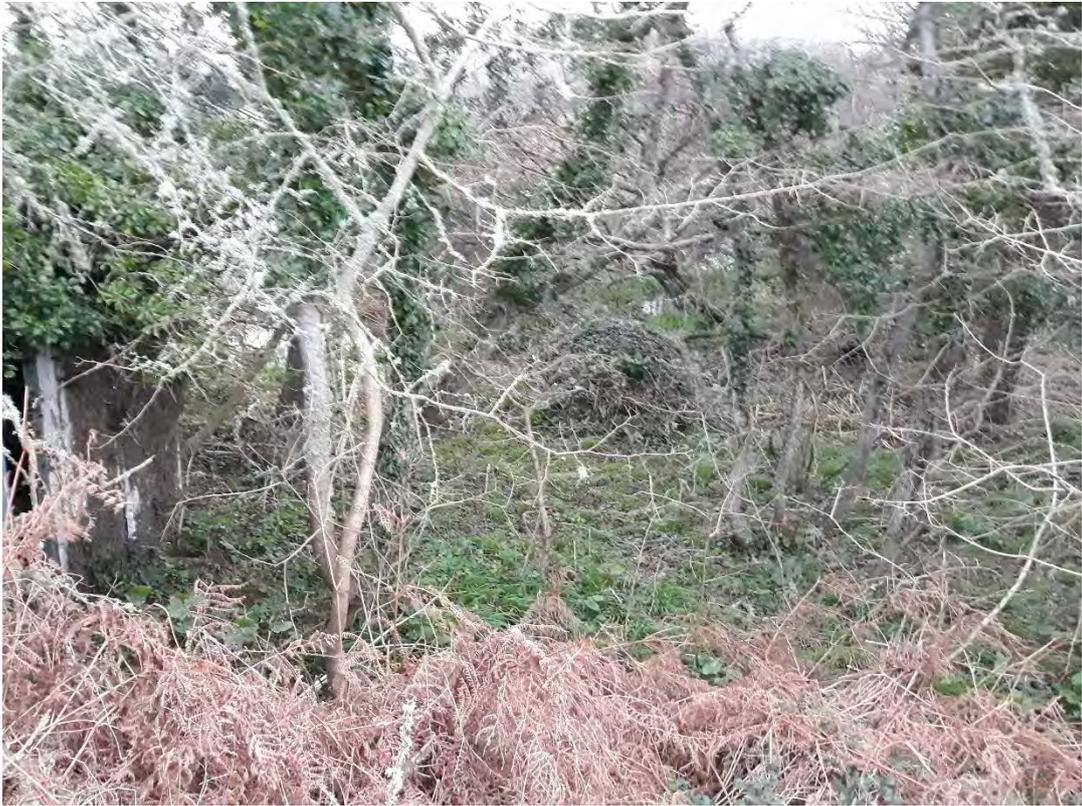
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Photograph 15: Mound / structure reportedly old borehole / well next to pump house, adjacent SW corner of site (to WSW).



Photograph 16: Aerial photo of wider area.

Ennor Farm, St Mary's

Site Photographs  
15 - 16

Client: Council of Isle of Scilly

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File location: N:\13250 - 13499\13394 B - Ennor Farm St Marys\Project\_Workspaces (pdf in Outputs)  
Revision History: P1, First Issue, 24/01/20, RP

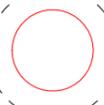
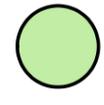
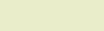
**CampbellReith**  
consulting engineers

LONDON 020 7340 1700 • MANCHESTER 0161 819 3060  
REDHILL 01737 784 500 • BIRMINGHAM 0121 766 8009  
BRISTOL 0117 916 1066 • www.campbellreith.com

## Appendix C: Indicative Site Layout

Contractors to check all dimensions on drawings.  
 Any discrepancies must be reported to KTA or the contract administrator before proceeding.  
 Do not scale from planning drawings, work to figured dimensions.  
 This drawing must be read in conjunction with all relevant consultants drawings.  
 This drawing is © KTA.

Revision Schedule			
Revision Number	Revision Date	Revision Description	Issued/ Authorised by
P5	JAN 2021	PLANNING ISSUE	MC/AC
P4	JAN 2021	DRAFT PLANNING ISSUE - HOME ZONE	MC/AC
P3	JAN 2021	DRAFT PLANNING ISSUE	MC/AC
P2	NOV 2020	DRAFT ISSUE - Foul pumping station added	MC/AC
P1	JULY 2020	DRAFT ISSUE	MC/AC

-  Existing tree/ grouping  
Refer to Arboricultural Impact Assessment for further detail
-  Tree/ grouping removed  
Refer to Arboricultural Impact Assessment for further detail
-  Proposed tree
-  Proposed landscaped stone hedge bank
-  Proposed communal space/ landscaping
-  Proposed front garden
-  Proposed back garden
-  Proposed home zone/ parking
-  Proposed landscaped path

PLOT	ILLUSTRATIVE HOUSETYPE	NUMBER OF BEDS	*SEMI/ DETACHED
01	TYPE A/B	2B4P	DETACHED
02	TYPE A/B	2B4P	DETACHED
03	TYPE E	2B4P	DETACHED
04	TYPE A/B	2B4P	DETACHED
05	TYPE E	2B4P	DETACHED
06	TYPE E	2B4P	DETACHED
07	TYPE A/B	2B4P	DETACHED
08	TYPE E	2B4P	DETACHED
09	TYPE A/B	2B4P	DETACHED
10	TYPE C	2B4P/ 4B6P	SEMI DETACHED
11	TYPE C	2B4P/ 4B6P	SEMI DETACHED
12	TYPE D	2B4P	SEMI DETACHED
13	TYPE D	2B4P	SEMI DETACHED

\*SEMI/ DETACHED - Plots are to be detached or semi detached in accordance with the site plan and plot table above.

Scale, materiality and form are to be informed the the Design Code.



**PLANNING ISSUE**

**KTA**  
 Architects | Urban Designers

Kensington Court, Woodwater Park, Pynes Hill,  
 Exeter, EX2 5TY

Tel: 01392 360338  
 Email: kt@kta.uk.com  
 Web: www.kta.uk.com

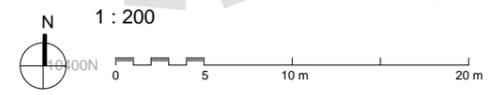
Project  
**Ennor Farm**

Title  
**SITE PLAN AS PROPOSED**  
 as proposed Author AC/MC Checked by AC

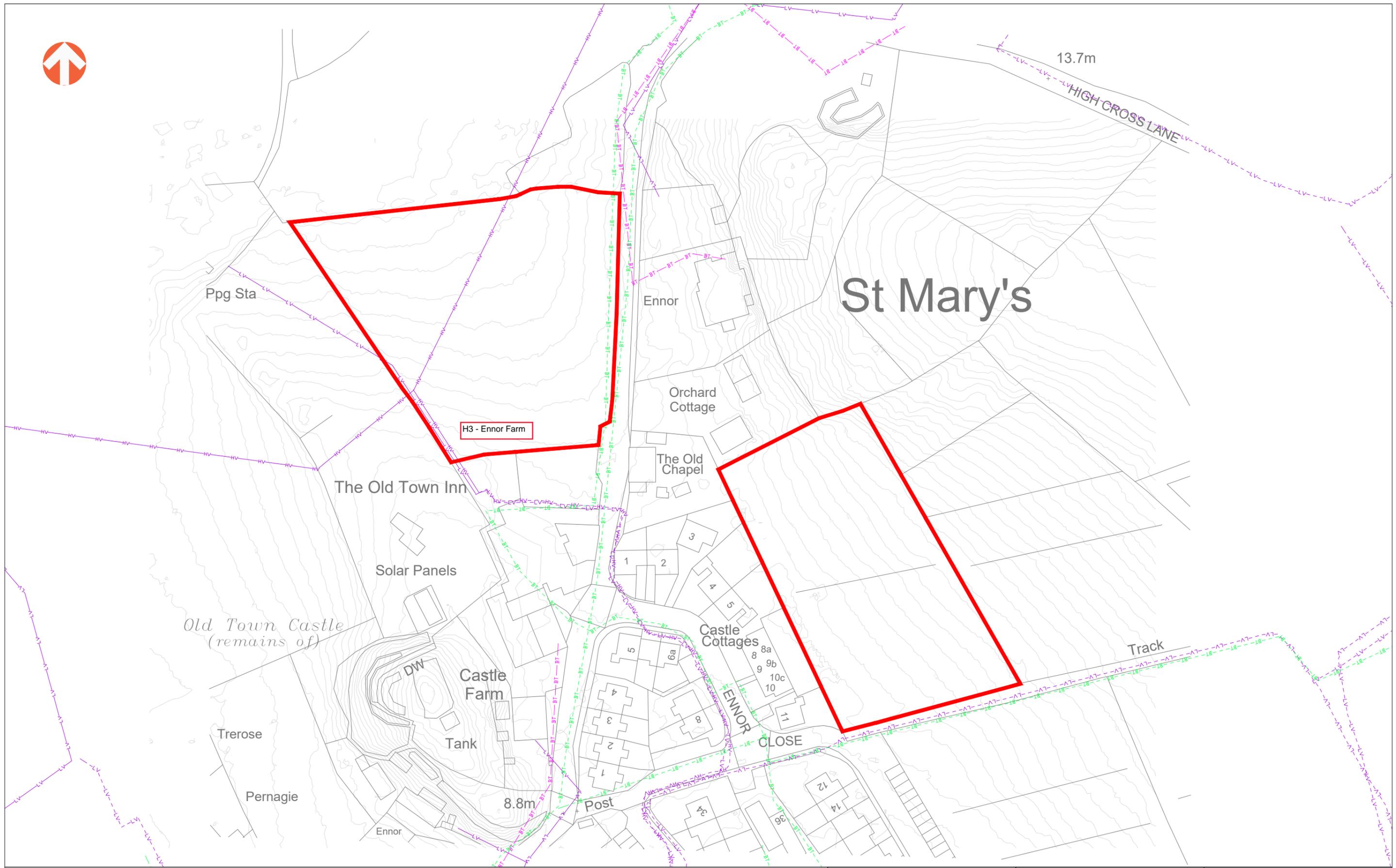
Date 08/01/2021 08:41:57 Scale As indicated © A1

Project 2002 Status Pre Construction  
 Drawing number  
 SC-KT-XX-XX-DR-A-2002-S0-SK100 -P5

**SITE PLAN AS PROPOSED**  
 1 : 200



## **Appendix D: Utility Records – Western Power Distribution**



Key	
	Site Boundaries
	WPD LV Overhead Cable
	WPD LV Underground Cable
	WPD HV Overhead Cable
	WPD HV Underground Cable
	BT Overhead Plant
	BT Underground Plant

**Note**

- All service locations are based on utility asset records supplied by Atkins Ready to Dig Survey - October 2016.
- The Council of the Isles of Scilly acts as the Water Authority and are also responsible for the sewerage infrastructure on St Mary's.
- Any assets from the Council of Isles of Scilly and Virgin Media are not show on this plan as data is not yet received. Please note these utilities may have assets with the area shown.

REV	DATE	DESCRIPTION	BY	CHK	APD
A	04.11.2016	INITIAL ISSUE	AJH	CPY	RW

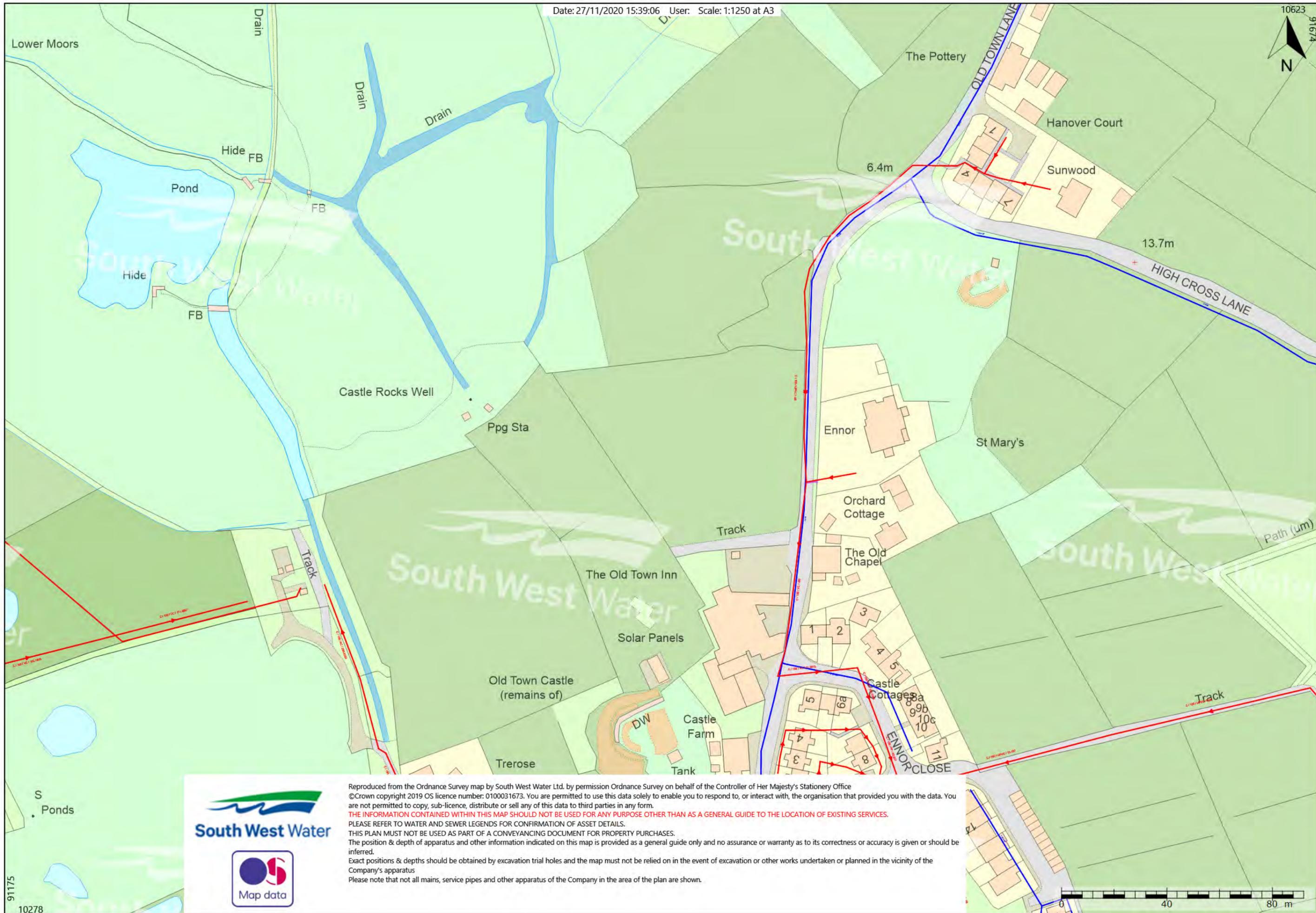
CLIENT: DUCHY OF CORNWALL

DRAWING STATUS: **FOR INFORMATION ONLY**

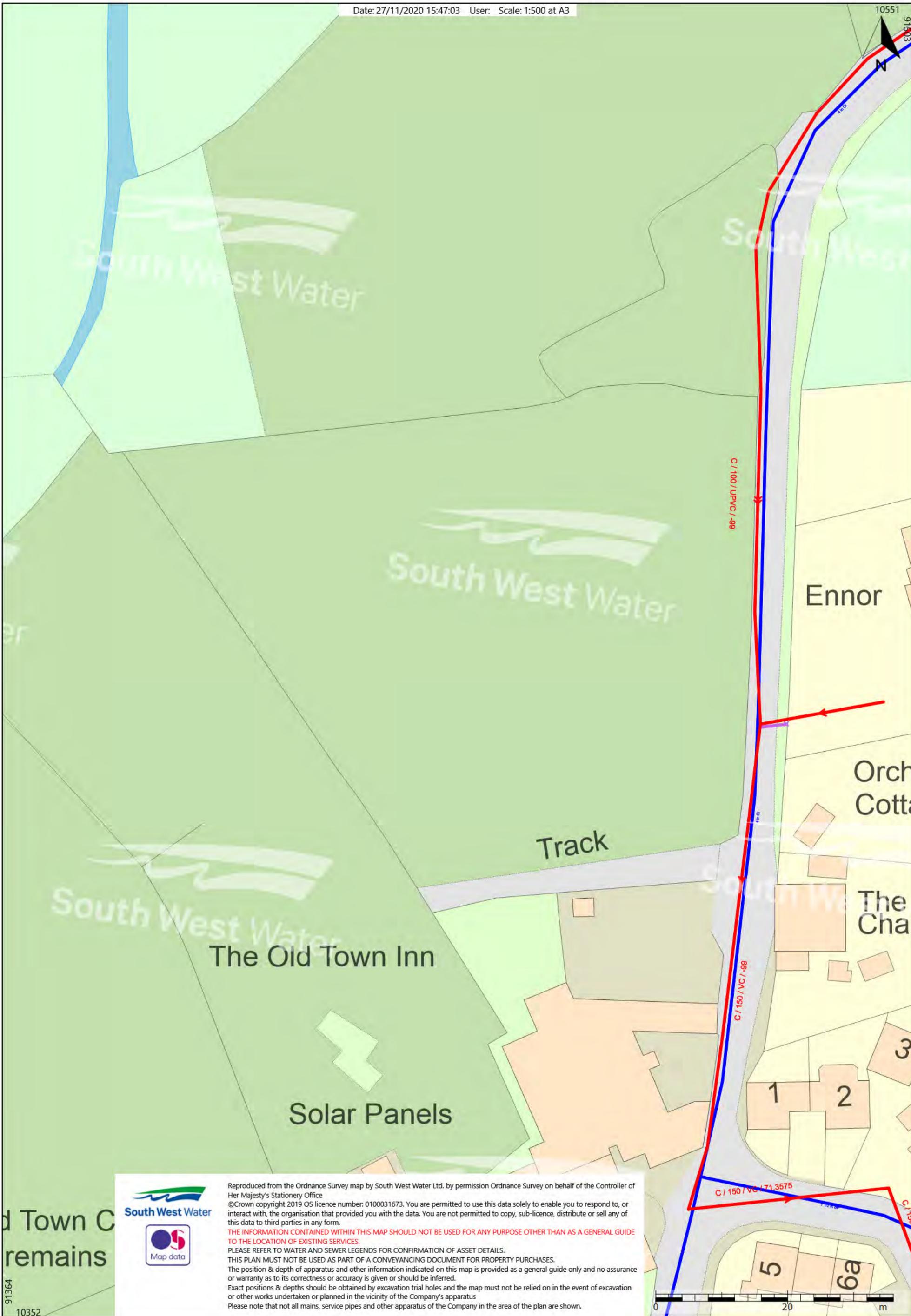
PROJECT:	ISLES OF SCILLY	
TITLE:	COMBINED EXISTING UTILITIES PLAN	
PROJECT No:	0604	DRAWING No: UD-001
REV:	A	
SCALE @ A1:	0 1:500 25 metres	

DESIGN BY:	awcockward partnership	
Awcock Ward Partnership, Kennington Court, Woodwater Park, Pynes Hill, Exeter, EX2 3TY Tel 01392 409007 Web: <a href="http://www.awpexeter.com">www.awpexeter.com</a>		

## **Appendix E: Utility Records – South West Water**



Reproduced from the Ordnance Survey map by South West Water Ltd. by permission Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office  
 ©Crown copyright 2019 OS licence number: 0100031673. You are permitted to use this data solely to enable you to respond to, or interact with, the organisation that provided you with the data. You are not permitted to copy, sub-licence, distribute or sell any of this data to third parties in any form.  
**THE INFORMATION CONTAINED WITHIN THIS MAP SHOULD NOT BE USED FOR ANY PURPOSE OTHER THAN AS A GENERAL GUIDE TO THE LOCATION OF EXISTING SERVICES.**  
 PLEASE REFER TO WATER AND SEWER LEGENDS FOR CONFIRMATION OF ASSET DETAILS.  
 THIS PLAN MUST NOT BE USED AS PART OF A CONVEYANCING DOCUMENT FOR PROPERTY PURCHASES.  
 The position & depth of apparatus and other information indicated on this map is provided as a general guide only and no assurance or warranty as to its correctness or accuracy is given or should be inferred.  
 Exact positions & depths should be obtained by excavation trial holes and the map must not be relied on in the event of excavation or other works undertaken or planned in the vicinity of the Company's apparatus  
 Please note that not all mains, service pipes and other apparatus of the Company in the area of the plan are shown.



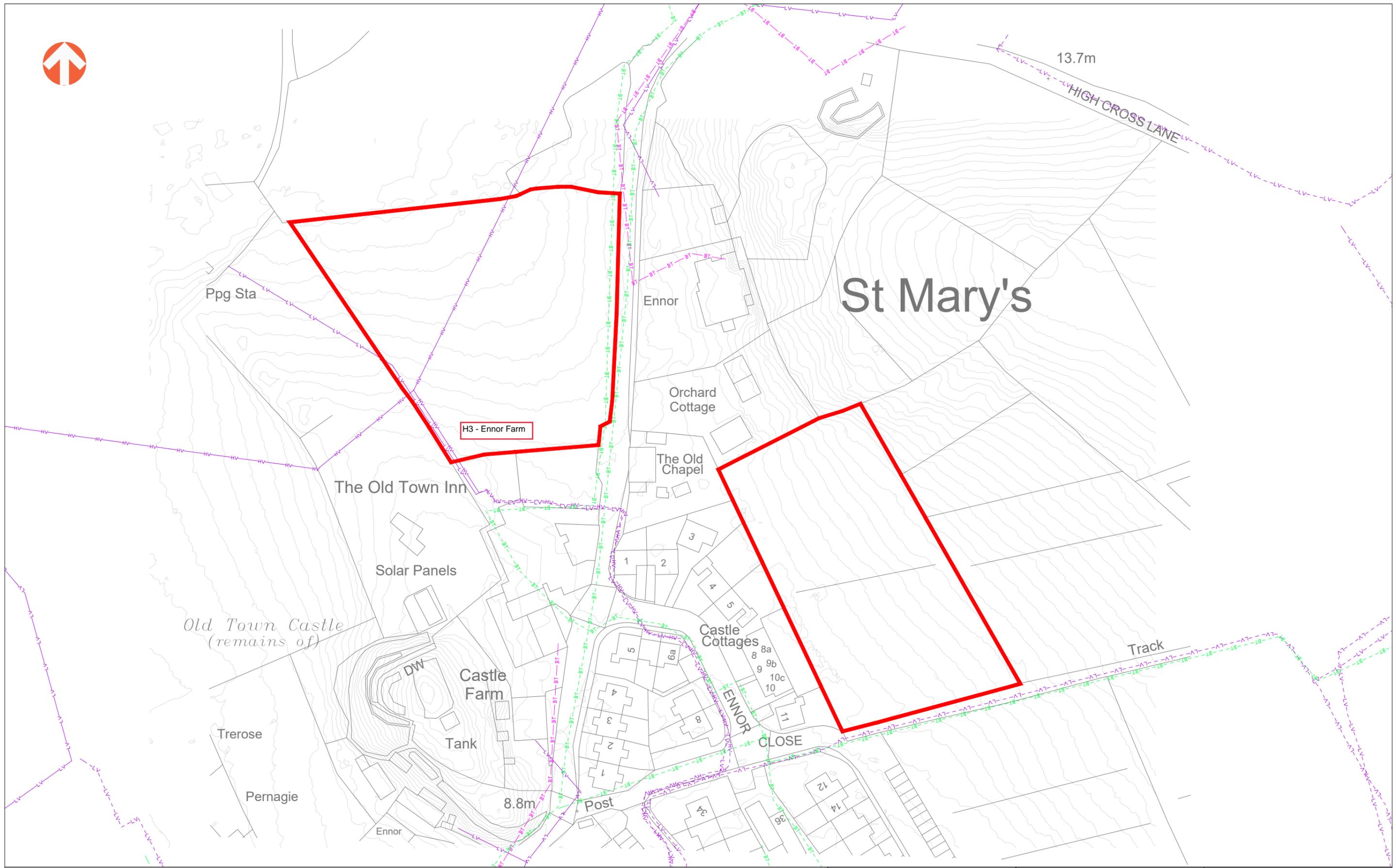
Reproduced from the Ordnance Survey map by South West Water Ltd. by permission Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office  
 ©Crown copyright 2019 OS licence number: 0100031673. You are permitted to use this data solely to enable you to respond to, or interact with, the organisation that provided you with the data. You are not permitted to copy, sub-licence, distribute or sell any of this data to third parties in any form.  
**THE INFORMATION CONTAINED WITHIN THIS MAP SHOULD NOT BE USED FOR ANY PURPOSE OTHER THAN AS A GENERAL GUIDE TO THE LOCATION OF EXISTING SERVICES.**  
 PLEASE REFER TO WATER AND SEWER LEGENDS FOR CONFIRMATION OF ASSET DETAILS.  
 THIS PLAN MUST NOT BE USED AS PART OF A CONVEYANCING DOCUMENT FOR PROPERTY PURCHASES.  
 The position & depth of apparatus and other information indicated on this map is provided as a general guide only and no assurance or warranty as to its correctness or accuracy is given or should be inferred.  
 Exact positions & depths should be obtained by excavation trial holes and the map must not be relied on in the event of excavation or other works undertaken or planned in the vicinity of the Company's apparatus  
 Please note that not all mains, service pipes and other apparatus of the Company in the area of the plan are shown.

d Town C  
 remains

91364  
 10352



## **Appendix F: Utility Records – British Telecommunications**



Key	
	Site Boundaries
	WPD LV Overhead Cable
	WPD LV Underground Cable
	WPD HV Overhead Cable
	WPD HV Underground Cable
	BT Overhead Plant
	BT Underground Plant

**Note**

- All service locations are based on utility asset records supplied by Atkins Ready to Dig Survey - October 2016.
- The Council of the Isles of Scilly acts as the Water Authority and are also responsible for the sewerage infrastructure on St Mary's.
- Any assets from the Council of Isles of Scilly and Virgin Media are not show on this plan as data is not yet received. Please note these utilities may have assets with the area shown.

REV	DATE	DESCRIPTION	BY	CHK	APD
A	04.11.2016	INITIAL ISSUE	AJH	CPY	RW

CLIENT: DUCHY OF CORNWALL

DRAWING STATUS: **FOR INFORMATION ONLY**

PROJECT:	ISLES OF SCILLY		
TITLE:	COMBINED EXISTING UTILITIES PLAN		
PROJECT No:	0604	DRAWING No:	UD-001
REV:	A	SCALE @ A1:	0 1:500 25 metres

DESIGN BY:		
Awcock Ward Partnership, Kenington Court, Woodwater Park, Pynes Hill, Exeter, EX2 3TY Tel 01392 409007 Web <a href="http://www.awpexeter.com">www.awpexeter.com</a>		

## **Appendix G: Correspondence – Western Power Distribution**

This factsheet provides information about the choices you have when making a new or altered connection to our electricity network. We offer a complete and comprehensive connection service but, if you wish, there are other companies you may ask to undertake some of the work known as the 'contestable' work.

## Who can carry out the works?

An Independent Connections Provider (ICP) is a company that can build electricity networks for adoption by WPD or an Independent Network Operator (IDNO). The ICP must be registered with Lloyds Register EMEA under the National Electricity Registration Scheme (NERS).

The ICP is required to work in accordance with the national framework and WPD documents that provide specifications for design, material procurement and installation and recording of assets.

The new connection (up to the start of your electrical installation) will be adopted by us (where no IDNO is involved) and become part of our electricity network on satisfactory final inspection, testing and connection. We will own the new connection from that time, and will take responsibility for future operation, repair, maintenance and replacement (subject to any guarantee requirements of the Adoption Agreement).

An Independent Distribution Network Operator (IDNO) is a company that can construct electricity networks, arranges connections to WPD's network or adopt networks built by ICPs then retains ownership of and be responsible for the operation, repair and maintenance of that new network.

Whichever option you choose, we will send you a formal quotation for the work we undertake. This is called a 'Connection Offer'. More information regarding ICP's and IDNO's, application forms and copies of this leaflet can be found on our website at [www.westernpower.co.uk](http://www.westernpower.co.uk)



If you wish to obtain an offer from an ICP to carry out the contestable work, you can get further information and a list of ICPs from the accrediting body, Lloyds Register by searching for NERS at [www.lr.org](http://www.lr.org)

WPD will competitively quote to undertake all contestable work.

### Non-contestable work

This is work that must normally be completed by us. In some circumstances, e.g. in accordance with the CiC Code of Practice, an ICP/IDNO may be permitted to carry out some of the non-contestable elements in agreement with WPD. Non-contestable works includes:

- providing point of connection information;
- design approval;
- obtaining statutory wayleaves;
- inspection;
- design of reinforcement to our existing electricity network to accommodate the new connection;
- completing the connection to our high voltage electricity network; and
- network reinforcement and diversion of our existing electricity network.

### Contestable work

This is work that can be done by an ICP rather than WPD and includes:

- design;
- purchasing materials to form the connection;
- site preparation;
- trenching;
- construction of the connection;
- 3<sup>rd</sup> party wayleaves & land rights; and
- completing the connection to our low voltage electricity network.



RE: Ennor Farm, Isles of Scilly - Capacity within the existing WPD network 3621108  
Nicholls, Rob A. to: NicholasBond@campbellreith.com 04/03/2020 09:03

7 Attachments



option1\_cost\_break\_3621108.pdf



option2\_cost\_break\_3621108.pdf



rt\_conn\_letter\_indemnity\_gen\_3621108.pdf



3621108.overlay-Default-000.pdf



land\_rights\_copied.pdf



demand\_all\_3621108.pdf



cic\_leaflet\_copied.pdf

Hi Nicholas

Please find quote attached as requested. Any problems just let me know.

Kind Regards

Robert Nicholls

Planner

Redruth East Rural

Tel: 01209 616748

Team Support: Mandy Pidwell – 01209 616759 - [mpidwell@westernpower.co.uk](mailto:mpidwell@westernpower.co.uk)

Team Manager: Nigel Lodey – 01209 616708 - [nlodey@westernpower.co.uk](mailto:nlodey@westernpower.co.uk)



please consider the environment - do you really need to print this email?

**From:** NicholasBond@campbellreith.com <NicholasBond@campbellreith.com>

**Sent:** 24 February 2020 10:49

**To:** WPD, New Supplies <wpdnewsupplies@westernpower.co.uk>

**Cc:** PeteTamblin@campbellreith.com; TristanTucker@campbellreith.com

**Subject:** Ennor Farm, Isles of Scilly - Capacity within the existing WPD network

**CAUTION:** This email originated from outside of Western Power Distribution. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good morning,

Our client is proposing to develop a site at Ennor Farm, St. Mary's, Isles of Scilly.

This development proposal includes the construction of approximately 16 new residential dwellings, with gardens and car parking. The greenfield site is currently used for grazing. The site is centred on approximate National Grid Reference 91442 E 10457 N. The nearest postcode reference to the site is TR21 0NL.

#### What we require

The proposal is to make connections onto the existing WPD infrastructure located at or within close proximity to the proposed site. We have estimated that the simultaneous peak usage (i.e. no diversity factor has been applied to this figure as this varies within utility companies) for the site to be 272 kW approx. and an annual usage of 92800 kWh approx. (Refer to attached "utility usage" spreadsheet). Can you first confirm the estimated values are reasonable for 16 dwellings, given that electricity supply will be used for cooking and heating since there is no gas supply on the Isles of Scilly. Can you subsequently please confirm if there is adequate capacity from your infrastructure to serve the development.

If there is insufficient capacity within your existing network, what off-site reinforcement works would be required to serve the proposed developments, and can you please provide us with a budget costs for the off site reinforcement works.

If there is insufficient capacity within your existing network, can you please confirm the maximum number of dwellings that can be served off the existing available network for the site.

Finally, if there are any diversions required, please could you provide details of the works that will need to be carried out and budget costs for the diversionary works.

Please find attached the estimated usage spreadsheet, a copy of the indicative site layout, and extracts of existing WPD asset plans we have been provided with.

If you require further information, please do not hesitate to contact myself on the telephone number below.

Kind Regards,

**Nicholas Bond**

## Indemnity

Council Of The Isles Of Scilly (the "**Customer**") has requested Western Power Distribution (South West) plc Registered in England and Wales No. 2366894 whose registered office is at Avonbank, Feeder Road, Bristol BS2 0TB ("**WPD**") to carry out the following works on its behalf:

Provide an electricity connection to the premises known as Proposed Development, Off Old Town Lane, Old Town, St Marys, in accordance with WPD's Connection Offer dated 04-MAR-20, Reference N/A (the "**Connection Works**").

## Indemnity

In consideration of WPD carrying out any action in preparation for its anticipated performance of the Connection Works, such action to include without limitation, placing an order with a manufacturer or supplier for the manufacture, supply, delivery and if appropriate installation of any plant, electrical equipment or other equipment of whatever nature which is not held in stock by WPD and which is required by WPD for the purpose of performing the Connection Works, the Customer HEREBY AGREES TO INDEMNIFY WPD and keep WPD fully indemnified from and against all expenses, losses, costs, claims and damages incurred or suffered by WPD as a result of WPD taking any such action as aforesaid, notwithstanding a decision by the Customer not to instruct WPD to carry out the Connection Works. The payment of any sum of money due under this indemnity shall be made within 7 days of a written demand by WPD.

Signed:

.....  
for and behalf of the Customer

Full Name.....

Designation.....

Dated.....

**SUMMARY GUIDE TO:**

**LAND RIGHTS & CONSENT REQUIREMENTS FOR NEW CONNECTIONS**

Western Power Distribution (WPD) owns and operates the electricity distribution networks in the Midlands, the South West of England and South Wales. We distribute power to over 7.7 million homes and businesses.

Before we can provide a new connection to our network **or are able to adopt connection equipment installed and provided by an ICP** (Independent Connection Provider), we may be required to obtain or have available certain permissions and consents from landowners, local authorities and other statutory organisations.

Whether you are a customer seeking a direct quote from us or an ICP seeking a quote under Competition in Connections (CiC), there are often consents needed for the connection which can take time to obtain and sometimes incur additional costs. **This leaflet is intended as a brief guide to these areas, with links given to sources of more detailed information.**

**The main types of consents we often need to secure are:-**

- ❖ Landowner permissions
- ❖ Planning Permission or Development Consent
- ❖ Consents from other statutory bodies (e.g. environmental consents)

**LANDOWNER PERMISSIONS (LAND RIGHTS AGREEMENT)**

To provide a new connection, we are sometimes required to position equipment such as overhead lines (e.g. poles), underground cables and substations on private land. When this is necessary we have to secure our equipment by legal agreement (Wayleaves or Deeds/Easements) with landowners or occupiers. The type of land rights agreement we require will depend on the location and voltage of the equipment being installed. **Further information and typical timescales are set out in our “INFORMATION FOR LANDOWNERS & CUSTOMERS” guide**, available at

[www.westernpower.co.uk/Connections/Competition-in-Connections/Legal-Permissions-and-Consents](http://www.westernpower.co.uk/Connections/Competition-in-Connections/Legal-Permissions-and-Consents)

**The guide also contains information on timescales, what our conveyancing solicitors do and useful hints on steps customers and ICPs can take to accelerate the conveyancing and legal completion process.** E.g. Assisting us by providing early information on any complex land ownership matters or restrictions affecting the land etc. Sometimes additional legal fees may be incurred in the process and the guide gives examples of where this may occur.

**SAMPLE DOCUMENT TEMPLATES** for common WPD Deeds, Wayleaves and Lease agreements can also be found on our website (other specific documents can be provided on request) via the link above.

## PLANNING PERMISSION / OTHER STATUTORY CONSENTS

Before WPD can install new overhead lines, cables or substations, we need to either obtain Planning Permission or check that the works can be installed under our Permitted Development powers as a statutory undertaker. Most new overhead line connections will require planning permission.

Planning permission for WPD works are either obtained from the Local Planning Authority (larger substations), the Department for Energy & Climate Change (for overhead lines) or the Major Infrastructure Planning Unit (for 132kV overhead lines greater than 2km in length)

- ❖ Typically we can install small substations (up to 29m<sup>3</sup> in size) and lay underground cables without the need for planning permission. (#)
- ❖ We can also erect new overhead lines (up to 11kV) if they supply only a “single” customer (does not apply to generation) and make small alterations to existing overhead lines.

Certain limitations apply to our permitted development powers in environmentally sensitive areas and other restrictions can apply.

WPD may also need to obtain other consents or licences before commencing works at or near rivers, canals, railway crossings and at environmental or archaeologically sensitive sites or if works will affect protected animals or habitats.

**What we can and can't do and the legislation covering the above can be a complex area. For further information, please contact the Planner or Wayleave Specialist for your area and further information can also be found in the Information for Landowners & Customers guide on our website.**

## ICPs (INDEPENDENT CONNECTION PROVIDERS)

If you are an ICP designing and installing the works, you will often be responsible for obtaining many of the above consents and permissions to enable you to carry out the works. **WPD may need to see evidence that certain consents are in place before we can adopt the assets**, especially if it is a requirement for ongoing maintenance and replacement of the works.

ICPs need their own agreement with the landowner to carry out the works and WPD will also need a separate land rights agreement in place to enable us to adopt the installed equipment and to cover future access and maintenance on the land. The WPD agreement would normally be one of our standard wayleaves or easements and would take effect once we adopt the works. The ICP agreement would be the contract between the ICP and the landowner for the installation stage and WPD are not normally party to that agreement.

**It can be a good idea to discuss requirements and process with the WPD Wayleaves Specialist at an early stage after a Connection Offer has been accepted** and also to provide landowners with the applicable “sample” WPD land rights agreements that will also need to be entered into.

**To assist ICPs specifically, in addition to the section for ICPs in the Information for Landowners & Customers guide, we have produced specific Guidance Notes and Leaflets for ICPs available at**

[www.westernpower.co.uk/Connections/Competition-in-Connections/Legal-Permissions-and-Consents](http://www.westernpower.co.uk/Connections/Competition-in-Connections/Legal-Permissions-and-Consents)

*(#) ICPs are not statutory undertakers and should check which permitted development powers can be used for their works.*

### Connection Agreement

You will automatically sign up to The National Terms of Connection when you enter into a Supply Agreement with your appointed supplier. In certain cases we may require you to sign a site-specific Connection Agreement.

The Connection Agreement is between you and us, and sets out the obligations of both parties, and the terms for connection to our electricity network.

### Connection charges

We will charge you for all the non-contestable work and for any contestable work that we undertake. If you use an ICP to carry out contestable work, you will be responsible for paying them.

Our charges for providing non-contestable work will vary according to the complexity of the work required.

You can find more detailed information in our charging methodology on our website;

[www.westernpower.co.uk/charge-statements](http://www.westernpower.co.uk/charge-statements)

### Further information

For further information relating to our charging methodology, the process for obtaining an electricity connection and options available to you under Competition in Connections please refer to our website [www.westernpower.co.uk](http://www.westernpower.co.uk)

Here you will find more detailed information, including:

- Applying for a new connection;
- Generation connections;
- Network alterations;
- Connection Charging Methodology.

### The Connection Process

The following basic stages apply to a new connection to our electricity network:

■ Us    ■ You

- 1 Apply online, submit an application form or contact our call centre. Details can be found in the 'Contact Us' section.
- 2 We will calculate the Connection Charge and send you a Connection Offer showing Contestable and Non-contestable costs
- 3 Decide whether you want us to do all the work or to appoint an ICP to carry out the Contestable work
- 4 If you wish to use an ICP, appoint them and ask them to apply to us for an offer
- 5 If you want us to carry out all the work, sign and return the Offer acceptance, together with payment
- 6 We will contact you to discuss a date to carry out the work and discuss any other requirements such as obtaining way leaves or consents
- 7 Register your new supply MPAN with an electricity supplier and arrange your metering
- 8 Before we visit, please complete any on-site works which you may be providing
- 9 We will complete the works and energise your connection

### Contact us

Please contact our local team using the telephone number on any correspondence if you want to discuss your Connection Offer or application. If you are unhappy with your quote or any part of our service then you can ask to speak with a manager who will review the details.

For further information regarding our Standards of Service and our complaints procedure please visit our website at [www.westernpower.co.uk](http://www.westernpower.co.uk). For general enquiries: **0800 0963080**. For written communication, please write to WPD Records Team at:

If you live in the **East or West Midlands**:  
 Western Power Distribution  
 Records Team  
 6th Floor, Toll End Road  
 Tipton, DY4 0HH  
[wpdnewsuppliesmids@westernpower.co.uk](mailto:wpdnewsuppliesmids@westernpower.co.uk)

If you live in the **South Wales**  
 Western Power Distribution,  
 Records Team,  
 Phoenix Way, Llansamlet  
 Swansea, SA7 9HW  
[wpdnewsupplieswales@westernpower.co.uk](mailto:wpdnewsupplieswales@westernpower.co.uk)

If you live in the **South West**  
 Western Power Distribution  
 Records Team  
 Lostwithiel Road  
 Bodmin, PL31 1DE  
[wpdnewsupplies@westernpower.co.uk](mailto:wpdnewsupplies@westernpower.co.uk)

# Offer Letter

Nicholas Bond  
WESSEX HOUSE  
PIXASH LANE,  
KEYNSHAM,  
BRISTOL,  
BS31 1TP

Trevenson Road  
Pool  
Redruth  
TR15 3RF

Tel: 01209 616748  
e-mail:  
rnicholls@westernpower.co.uk

Your Ref:

Our Ref:  
3621108

Date:  
04/03/2020

Dear Nicholas Bond

**A Connection Offer for electricity connection works by Western Power Distribution (South West) plc ("WPD") at Proposed Development, Off Old Town Lane, Old Town, St Marys,**

Thank you for your application requesting a connection offer for a new electricity connection at the Premises. I am pleased to provide WPD's formal offer to you to provide the Proposed Connection(s).

All capitalised words and expressions used in this Offer Letter shall, unless otherwise defined in this Offer Letter or the context otherwise provides, have the same meaning as set out in the Specific Conditions for Connections Works and the General Conditions for Connection Works.

The terms and conditions on which WPD will carry out the Connection Works you require are set out in the Specific Conditions for Connection Works and General Conditions for Connection Works. Please ensure that you read both documents carefully.



Western Power Distribution (South Wales, West Midlands, East Midlands, South West) plc  
Registered in England and Wales No. (2366985, 3600574, 2366923, 2366894)  
Registered Office:  
Avonbank, Feeder Road, Bristol BS2 0TB,

WPD's offer for the Proposed Connection(s) (the "**Connection Offer**") is made pursuant to and in accordance with the provisions of WPD's Distribution Licence and is comprised of the following documents:

- this offer letter (the "**Offer Letter**");
- the Specific Conditions for Connection Works;
- the General Conditions for Connection Works dated March 2019 (a copy of which can be found at <https://www.westernpower.co.uk/downloads-view/66982> or provided on request);
- Plan 3621108 dated 04/03/2020 showing WPD's existing Distribution System, Point of Connection location and Premises;
- a Customer Breakdown of Charges;
- the Acceptance Form, to be signed and returned by you;
- a Health and Safety Questionnaire to be completed by you; and
- a Cost of Legal Fees Statement.

The following provides an overview of the Connection Offer based on WPD's understanding of your requirements.

### Summary of the electricity connection requirements

16 new domestic connections on Old Town Lane, Old Town, St. Marys. Customer to undertake excavations at no cost to WPD. Quote subject to wayleaves and consents. WPD to joint a new 300mm wcon mains cable on to the existing 95mm Consac. WPD to lay the new 300mm wcon to the new safe end position. WPD joint 15 new 35mm hyb services on to the new 300mm wcon mains cable. WPD to terminate in cut outs with 80A fuses for an agreed supply capacity for 15kVA.

### Summary of the electricity reinforcement required

None

### Competition in Connections and the Connection Charge

Competition in Connections is the term attributed to the opening up of the market for the design, procurement and installation of new assets necessary to accommodate a new or modified electricity connection. You have the option to appoint an Independent Connection Provider (an "**ICP**") to carry out some of the Connection Works, referred to as the "**Contestable Connection**

**Works**". Any Connection Works that can only be undertaken by WPD are referred to as "**Non-contestable Connection Works**".

This Connection Offer contains two options for completing the Connection Works, **Option 1** and **Option 2**. These options are mutually exclusive and you may only accept one of them.

If you want WPD to undertake both the Non-contestable Connection Works and the Contestable Connection Works you should accept **Option 1**. If you want WPD to undertake only the Non-contestable Connection Works you should accept **Option 2**. The Connection Charges for **Option 1** and **Option 2** are set out below:

		Price excluding VAT	Price including VAT
<b>Option 1</b>	WPD undertakes all the Non-contestable and Contestable Connection Works.	£12,852.26	£12,852.26
<b>Option 2</b>	WPD undertakes only the Non-contestable Connection Works and an ICP undertakes the Contestable Works.	£1,510.00	£1,812.02

Please note that the Connection Charge may be adjusted following acceptance of, and as set out in, this Connection Offer, including as set out in clause 6 of the General Conditions for Connection Works.

Unless otherwise specified the terms and conditions set out in this Connection Offer shall apply equally to both options.

A description of the Non-contestable Connection Works and Contestable Connection Works is provided in clauses 3.2 and 3.3 of the Specific Conditions for Connection Works. The enclosed Customer Breakdown of Charges also provides further detail.

If you accept Option 2, you (or your appointed ICP) will undertake the Contestable Connection Works specified in clause 3.3.3 of the Specific Conditions for Connection Works.

The enclosed guide provides further explanation on Competition in Connections. If you wish to discuss the options available to you please do not hesitate to contact me.

## General Conditions for Connection Works

As well as the documents enclosed with this Offer Letter, the Connection Offer also incorporates and is subject to Version 5 March 2019 of our General Conditions for Connection Works. The General Conditions for Connection Works are a part of the Agreement that is formed between us in accordance with the 'Acceptance' paragraph below. You can view them here <https://www.westernpower.co.uk/downloads-view/66982>. Alternatively, we can send you a copy on request.

**Please take the time to read them as they include important provisions setting out, for example, the circumstances in which you may cancel or WPD may terminate the Connection Offer . They also set out details of WPD's limits of its liability to you, as well as definitions of terms used in this document that you may find helpful. We are happy to discuss any element of these conditions with you.**

## Data Protection

WPD take data protection very seriously – details of:

- how WPD collects, stores and uses information that identifies individuals ("Personal Information") in connection with its business activities;
- WPD's legal basis is for processing that Personal Information; and
- your rights in relation to your Personal Information,

can be found on WPD's privacy policy, which can be viewed here

<https://www.westernpower.co.uk/Privacy-Policy.aspx>. Alternatively, we can send you a copy on request.

## Acceptance

If you would like to accept this Connection Offer please return the following completed documents to WPD at the above address:

- the Acceptance Form;
- the Health and Safety Questionnaire.

Unless otherwise agreed with us in writing this Connection Offer will automatically expire if WPD do not receive these documents by 02/06/2020.

Once WPD have received the documents set out above, subject to any provisos set out in the Connection Offer, WPD will:

- date the Acceptance Form and send you a copy for your records; and
- invoice you for any payments which are due.

The Agreement between you and WPD shall be formed when we date the Acceptance Form. WPD reserve the right to withdraw the Connection Offer on written notice at any time prior to formation of the Agreement including, where we have previously notified you of the case, where payment of the Assessment & Design fees is not made by the due date set out in that notice and related invoice. Unless otherwise agreed with WPD in writing, the Agreement shall be on the terms and conditions set out in this Connection Offer, and any purported acceptance of the Connection Offer containing any variation to these terms shall be invalid.

If the Agreement is terminated by you or by WPD as set out in clause 13.3 of the General Conditions for Connection Works you will be liable for any reasonable costs incurred by WPD as a result as set out in that clause. You may also be liable for an NGESO cancellation charge as set out in the clause headed 'Pass-Through of NGESO requirements' in the Specific Conditions for Connection Works.

### Interactivity

If WPD receive a separate application for a connection which makes use of the same part of our Distribution System as the Proposed Connection(s) and, due to network constraints and the amount of capacity available on the Distribution System, WPD determines that it cannot accommodate the Proposed Connection(s) and the new connection without a material impact on the terms of the connection offers made (including, for example, an increase in the Connection Charge to account for additional reinforcement works) this Connection Offer may become "Interactive" and acceptance of your Connection Offer may become conditional upon other customers with **Interactive Connection Offers** not accepting their connection offers first. If this Connection Offer becomes interactive WPD will notify you in writing and will provide details of the process for accepting your interactive connection offer. Further information in relation to interactivity is set out in WPD's Statement of Methodology and Charges for Connection, which is available from WPD's website [www.westernpower.co.uk](http://www.westernpower.co.uk).

### Further Information

If you have any queries or are not satisfied with the terms of this Connection Offer and, after discussion, you and I are unable to reach agreement, I hope you will take the opportunity of talking to my manager: Jonathan Nesbitt on 01209 616742. If, following discussion with Jonathan Nesbitt, we still cannot reach an agreement please contact the Complaints Department on 0800 055 6833 or email [complaints@westernpower.co.uk](mailto:complaints@westernpower.co.uk). Our complaints procedure is available on our website <https://westernpower.co.uk/Contact-us/Complaints.aspx>. If we are unable to resolve your complaint, you will have the right to refer the matter to the independent energy regulator, Ofgem, for a decision.

If you have any questions or wish to discuss any of the above, please do not hesitate to contact me.

Yours sincerely,

**Robert Nicholls**  
**Isles Of Scilly**

**Western Power Distribution (South West) plc Registered in England and Wales No. 2366894**  
**Registered Office: Avonbank, Feeder Road, Bristol BS2 0TB**

**Important:**

All rights in the design, specification, plans or drawings or any other document contained or accompanying this Connection Offer belong to and remain with WPD and shall not be used or disclosed by the Customer or any other person without WPD's written consent.

All data and information acquired or reviewed by the parties in connection with this Connection Offer is confidential and shall not be divulged to any third party without the prior written consent of the other party except insofar as may be required by law.

## WESTERN POWER DISTRIBUTION (“WPD”) SPECIFIC CONDITIONS FOR CONNECTION WORKS

### 1. Definitions

- 1.1. All capitalised words and expressions used in these Specific Conditions for Connection Works shall, unless otherwise defined in these Specific Conditions for Connection Works or the context otherwise provides, have the same meaning as set out in the Offer Letter and the General Conditions for Connection Works.
- 1.2. Unless the context otherwise requires, the following words shall have the following meanings:

“**Customer**” means Campbell Reith

### 2. Basis of the Connection Offer

#### 2.1. Customer’s Installation

- 2.1.1. WPD understands that, based on current information provided by the Customer, including within the Customer’s connection application, the proposed Customer’s Installation will comprise the following:-
- 16 Connection(s), each with a capacity of 15 kVA

#### 2.2. Supply Specification for the Proposed Connection(s)

- 2.2.1 Subject to any other provision of this Connection Offer, the characteristics of the Proposed Connection(s) will be:

Nominal Voltage at Connection Point	<b>230 Volts</b>
No of Phases	<b>Single Phase</b>
Nominal Frequency	<b>50 Hz</b>
Maximum Export Capacity	<b>0 kVA</b>
Maximum Import Capacity	<b>15 kVA</b>
Earth Provided by WPD for Customer’s Use:	<b>PME / TN-C-S</b>
External Earth Loop Impedance	<b>Not Exceeding 0.47 Ohms</b>
Maximum Prospective Short Circuit Current	<b>19.6 kA</b>
Acceptable Power Factor for Export Capacity	<b>0.95 with a reactive power tolerance of +/- kVAr</b>
Acceptable Power Factor for Import Capacity	<b>0.95 lag to unity with a reactive power tolerance of +/- kVAr</b>

- 2.2.2 Where the Proposed Connection(s) is provided in two or more phases the Customer's load shall, as far as is reasonably practical, be balanced.
- 2.2.3 The Maximum Import Capacity and Maximum Export Capacity means the maximum power in kilovolt amperes (kVA) which has been requested by the Customer and which WPD is prepared to make available. WPD accepts no obligation to provide capacity in excess of this. Further information is provided in WPD’s Statement of Methodology and Charges for Connection.

## **2.3 Point of Connection**

The Point of Connection to WPD's existing Distribution System will be The existing 95mm Consac LV mains cable..

## **2.4 Connection Point**

The Connection Point will be the outgoing terminals of the Company's fused cut out It will be the Customer's responsibility to provide and maintain the Customer's Installation beyond the Connection Point in conformity with any regulations and orders for the use of electricity on the Premises.

## **2.5 Network Constraints**

Whilst WPD will endeavour to minimise any disruption, WPD does not guarantee that the Customer will be able to import or export electricity through the Connection Point at all times. The Connection Point may be de-energised, or a Customer's import reduced (including to zero) as set out in the Connection Agreement, including for the reasons set out in the National Terms of Connection (as amended from time to time and as incorporated into the Connection Agreement) or in the event of abnormal network running conditions (including as a result of network outages or communications system failures).

## **3 Outline of the Connection Works**

3.1 This Connection Offer provides the Customer with two mutually exclusive options for the Proposed Connection(s).

### **3.2 OPTION 1**

The first option for the Proposed Connection(s) is for WPD to undertake both the Non-Contestable and the Contestable Connection Works.

#### **Non-contestable Connection Works undertaken by WPD**

3.2.1 WPD will provide the Proposed Connection(s) by performing the following Non-contestable Connection Works:

- Scheme design

#### **Contestable Connection Works undertaken by WPD**

3.2.2 WPD will provide the Proposed Connection(s) by performing the following Contestable Connection Works:

- 16 new domestic connections on Old Town Lane, Old Town, St. Marys.
- WPD to joint a new 300mm wcon mains cable on to the existing 95mm Consac.
- WPD to lay the new 300mm wcon to the to the new safe end position.
- WPD joint 15 new 35mm hyb services on to the new 300mm wcon mains cable.
- WPD to terminate in cut outs with 80A fuses for an agreed supply capacity for 15kVA.

## **Payment of the Connection Charge**

- 3.2.3 Payment of the Connection Charge (which may be further adjusted as set out in this Connection Offer, including clause 6 of the General Conditions for Connection Works) is required following acceptance of this Connection Offer.
- 3.2.3 Where we have previously notified you of the case, payment of the Assessment & Design Fees is now due and we will invoice you for the sum shown as the Initial Payment (if any) above. If we haven't previously notified you, you will be required to pay the Initial Payment for the Assessment & Design Fees on acceptance of this Connection Offer
- 3.2.4 Unless otherwise notified, WPD may invoice the Initial Payment (if any) set out above or (where a single payment is provided for) the entire payment following the Customer's acceptance of this Connection Offer and for any other staged payments (where included) based on the timings set out above, which such invoices must be paid by the Customer within 28 days of the date of that invoice.
- 3.2.5 Without prejudice to any other provision in this Connection Offer, WPD shall be under no obligation to commence its Connection Works until the Initial Payment (if any) or (where relevant) the payment set out above has been received.

## **3.3 OPTION 2**

The second option for the Proposed Connection(s) is for WPD to undertake only the Non-Contestable Connection Works.

### **Non-contestable Connection Works undertaken by WPD**

- 3.3.1 WPD will provide the Proposed Connection(s) by performing the following Non-contestable Connection Works:
- Design and assessment fees

### **Contestable Connection Works undertaken by WPD**

- 3.3.2 WPD will provide the Proposed Connection(s) by performing the following Contestable Connection Works:
- None

### **Contestable Connection Works undertaken by the Customer or the Customer's appointed Connection Provider**

- 3.3.3 The Customer or the Customer's appointed Connection Provider, shall, at no cost to WPD, undertake the following:
- design and construct the Contestable Connection Works from the Point of Connection to the Connection Point
  - arrange legal documentation (wayleave, easement, lease or transfer as applicable to the site and WPD policy) to be completed in WPD's name prior to adoption of the equipment by WPD

## Payment of the Connection Charge

- 3.3.4 Payment of the Connection Charge (which may be further adjusted as set out in this Connection Offer, including clause 6 of the General Conditions for Connection Works) is required following acceptance of this Connection Offer.
- 3.3.5 Where we have previously notified you of the case, payment of the Assessment & Design Fees is now due and we will invoice you for the sum shown as the Initial Payment (if any) above. If we haven't previously notified you, you will be required to pay the Initial Payment of the Assessment & Design Fees on acceptance of this Connection Offer.
- 3.3.6 Unless otherwise notified, WPD may invoice the Initial Payment (if any) set out above or (where a single payment is provided for) the entire payment following the Customer's acceptance of this Connection Offer and for any other staged payments (where included) based on the timings set out above, which such invoices must be paid by the Customer within 28 days of the date of that invoice.
- 3.3.7 Without prejudice to any other provision in this Connection Offer, WPD shall be under no obligation to commence its Connection Works until the Initial Payment (if any) or (where relevant) the payment set out above has been received.

## 4. Design Approval

- 4.1. The Customer (or their Connection Provider) is required to provide WPD with all information relating to the design of its or their Contestable Connection Works in order to confirm suitability for Adoption by WPD. WPD require a (single) full and comprehensive design submission for the Customer's / Connection Provider's Contestable Connection Assets (including, without limitation plant, equipment and cables/lines) which are to be Adopted by WPD. Part or incomplete designs will not be accepted as a valid design submission. Where WPD does not consider the submission to be full and comprehensive, WPD will inform the Customer / Connection Provider that the submission has been rejected.
- 4.2. The Customer should refer to and comply with the requirements laid out under WPD'S appropriate design guides for switchgear and associated equipment. A copy of the appropriate design guides and other design specification information is available on request or on the WPD Technical Information Website.
- 4.3. Where reasonably practicable the design submission shall be in electronic format. On receipt of a full design submission, WPD will either provide confirmation of approval or an explanation for rejection within 10 Business Days of receipt of the design (20 Business Days where EHV works are required). Where the design submission is rejected WPD may levy additional charges for considering subsequent design submissions.

## Inspections

- 4.4. WPD will undertake inspections of the Customer's / Connection Provider's Contestable Connection Works. The number of inspections required has been calculated on the basis of the number of visits WPD anticipates it will make for a connection of this type and size. Inspections are primarily non-chargeable. Charges will apply for any necessary re-visit following failure. The Customer will be required to pay for each additional inspection at the rates set out within WPD's Statement of Methodology & Charges.

## **Adoption Agreement**

- 4.5. Where the Customer (or the Customer's appointed Connection Provider) wishes to provide some or all the Contestable Connection Work they must first provide such evidence as WPD may reasonably require that the Customer (or their Connection Provider) has the necessary competence and experience to carry out the work properly and safely by providing evidence of appropriate accreditation under the Lloyds Registration scheme. For further information reference should be made to [www.lloydsregister.co.uk](http://www.lloydsregister.co.uk).
- 4.6. The Customer (or their appointed Connection Provider) must comply with all appropriate legislation, national standards, technical/engineering recommendations, WPD specifications for design, planning, materials, installation and recording of the Contestable Connection Works. Further information is available on request and via the WPD Technical Information Site.
- 4.7. The Customer (or the Customer's appointed Connection Provider for the Contestable Connection Works, when applicable) must, prior to commencement of any Connection Works, enter into WPD's Framework Network Access and Adoption Agreement, which sets out the terms and conditions upon which WPD shall Adopt the assets installed by the Customer (or the Customer's appointed Connection Provider). WPD will (upon submission of the Customer's (or their appointed Connection Provider's) design) issue a site specific agreement pursuant to the Framework Network Access and Adoption Agreement to the Customer (or their appointed Connection Provider) in respect of the Proposed Connection(s) for signature.

## **The following terms and conditions apply to both Options 1 and Options 2**

### **5. Customer Works**

- 5.1. The Customer shall provide and install, at no cost to WPD, the following:-
  - Customer to carry out all excavations at no cost to wpd.

## Excavations and reinstatement

- 5.1.1. All on site excavation and reinstatement. The programme of on-site excavation must be agreed with WPD. Where required, the Customer shall be responsible for the provision of a stone dust bed around cables to WPD's specification.
- 5.1.2. Excavations, including the provision of any 3mm to dust bedding around cables and blinding material and/or ducting as may be required by WPD and reinstatement shall be carried out to WPD's approved specification. In any event, draw cords shall be incorporated and the ends marked for ease of location. Subject to the clause below, the required trench depths, widths and minimum cover for various cables and circumstances are specified in the following table. Where cables are not required by WPD to be protected in ducting they must be blinded by 75mm of crushed stone dust and approved yellow "electric cable" marker tape laid above.

Cable Type	Location	Trench Depth	Trench Width Single Cable	Min Cover Over Cable	Two Cables Spacing	Trench Width Two Cables
LV & Services	Pavement Or Private Land	530mm	300mm	450mm	150mm	300mm
LV & Services	Roadway (ducts)	600mm	300mm	520mm	150mm	300mm
HV	Pavement Or Private Land	530mm	300mm	450mm	150mm	300mm
HV	Roadway (ducts)	600mm	300mm	520mm	150mm	400mm

- 5.1.3. Notwithstanding the clause above, when installing cables in agricultural land it is necessary that the cable be laid at sufficient depth to allow for deep ploughing and cultivation. The required depth, as agreed with the National Farmers' Union, is 1000mm for all LV and HV cables.
- 5.1.4. Where the Customer carries out trenchwork in the public highway they must obtain a licence from the relevant Highway Authority and will be responsible for the issue of Street Works Notices. All work, including reinstatement, must comply with the New Roads and Street Works Act 1991.

### 5.1.5. Service tubing

The Customer will install suitable 39mm internal diameter WPD approved tubing from each service position to the footpath or verge etc. as shown on the plan. A 39mm Slow Bend Entry should be installed at the meter position. A draw cord must be incorporated and the end marked for ease of location. There must be a minimum of 520mm cover in roadways and 450mm cover in pavements and private land.

## Standard meter cabinets

- 5.1.6. The Customer will install and maintain Meter Cabinets to WPD specification, into the structure of each premises at the agreed position. The cabinet will only house the service termination and metering equipment. The bottom edge of the cabinet must be between 500mm and 1000mm from ground level. The tails for connection to the meter must enter from the lower right hand side of each cabinet, and holes must not be made in the top or back for any purpose. The WPD service cable will enter the bottom of the cabinet through a surface mounted pre-formed hockey stick therefore no gas, water or telecom termination equipment must be installed directly below it. A drawing showing the installation arrangement is available from WPD on request.
- 5.1.7. The Customer shall be responsible for all on-going repairs and maintenance of all accommodation, equipment and facilities it has provided.

## 6. Customer Installation

- 6.1. The Customer shall be required to confirm full and final details of the Proposed Connection(s) and Customer Installation, including the electrical layout, provisions for protection and electrical parameters of the Customer's Installation, prior to commencement of any Connection Works by WPD.
- 6.2. Without prejudice to any other provision in this Connection Offer, if final details of the Proposed Connection(s) and Customer Installation (including where confirmed to WPD pursuant to the clause above or otherwise or arising out of the results of any surveys, studies or investigations carried out by the Customer or by WPD) modify or deviate from, or have any other impact on, the physical or electrical characteristics of, the Proposed Connection(s) as confirmed to WPD prior to issuance of this Connection Offer, including where any additional works are identified as being required:
  - 6.2.1. in respect of any earthing pursuant to the clause headed 'Earthing' below
  - 6.2.2. in respect of any system protection pursuant to the clause headed 'System Protection' below,  
WPD may, at its sole option, terminate (with immediate effect by notice) the Agreement or require a variation to the Agreement, including the Connection Charge. Where WPD requires a variation to the Agreement (including, where relevant, the Connection Charge) WPD shall give notice of such required variation to the Customer and the Agreement shall be deemed to be varied accordingly as from the date of deemed service of such notice. For the avoidance of doubt, clause 14 of the General Conditions for Connection Works does not apply to any such variation. If the Customer does not accept (in accordance with its terms) or disputes any variation to this Agreement required by WPD as notified to the Customer, then WPD shall have the option to terminate (with immediate effect by notice) the Agreement.
- 6.3. Once final details of the Proposed Connection(s) and Customer Installation have been confirmed to WPD these shall be deemed to be included in this Agreement and any change to these will constitute a variation to which clause 14 of the General Conditions for Connection Works shall apply.

- 6.4. The Customer shall ensure that any voltage fluctuation or unbalance and harmonics caused by any of its electrical equipment or apparatus at the Customer's Installation does not exceed the levels laid down in National Engineering Recommendations P28, P29 and G5/4, as amended, and if appropriate, as modified by WPD.
- P28 covers 'Planning limits for voltage fluctuations caused by industrial, commercial and domestic equipment in the United Kingdom'
  - P29 covers 'Planning limits for voltage unbalance in the United Kingdom'
  - G5/4 sets down the 'Limits for harmonics in the United Kingdom supply system'
- 6.5. The short-term flicker severity, Pst, as defined in Engineering Recommendation P28, caused by the Customer's Installation shall be limited to 0.5 at the point of common coupling. The Customer's Installation shall be designed such that it is possible, if so required, to introduce sequential switching to ensure a minimum period between each operation that causes voltage change consistent with the above flicker limit; examples include switching of each transformer, switching of load etc. The magnitude of the voltage change caused by the operation of the Customer's Installation shall be limited to 3% for events no more frequent than once every 10 minutes; for infrequent events, no more frequent than once per three months, this value is increased to 6%; for very infrequent events, no more frequent than once per year, this value is increased to 10%.
- 6.6. Where appropriate, WPD may define harmonic limitations that take account of the multiple connection applications to the same part of the Distribution System to give equitable treatment for all. This means that the Customer may be allocated a portion of the margin between background level and planning level as set out in G5/4, rather than allowing one connection to take the whole margin.
- 6.7. WPD will not Energise the Customer's Installation until WPD is satisfied the requirements of G5/4 and P28 are met and any required mitigation put in place. The Customer's choice of equipment may influence the need for mitigation significantly (e.g. harmonic emissions produced by equipment with a similar function can vary substantially with some makes/models being cleaner than others). If requested by the Customer, WPD will undertake Stage 2 power quality assessments under G5/4 and P28 following acceptance by the Customer of this Connection Offer.
- 6.8. The Customer shall not connect any electrical equipment that may adversely affect the supply of electricity to others and/or cause disturbance outside of acceptable limits to the Distribution System without WPD's previous written consent, which will not be unreasonably delayed or withheld. Such equipment includes motors, welders, furnaces, high power appliances, convertors (e.g. rectifiers, switch mode power supplies, uninterruptible power supplies, battery chargers, high-frequency induction furnaces and variable speed drives), regulators (e.g. AC heating and lighting controls) and other equipment with non-linear voltage/current characteristics (e.g. arc welders and arc furnaces). Consent may be granted for equipment subject to specified operating restrictions required by WPD. WPD may base any consent upon estimating the disturbance caused by the proposed equipment (which cannot be precisely determined in advance) and taking a risk-based approach to the likelihood of complaint. Given this it may be that, after the installation of any electrical equipment is complete, the disturbance levels are determined to be unacceptable, and/or complaints are received that are attributable to the Customer's

equipment. WPD may de-energise the Connection Point or curtail the Customer's import / export (including to zero) where the Customer's Installation and/or any other electrical equipment which the Customer connects adversely affects any other customer connected to the Distribution System and/or causes disturbance outside of acceptable limits and the Customer shall be responsible for the costs of any remedial action that may be required as a result of any electrical equipment which the Customer connects (including to the Customer's Installation and/or the Distribution System).

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

## **7. Programme of Connection Works**

- 7.1. A detailed programme of Connection Works has not yet been finalised. The programme will be discussed and agreed following acceptance of the Connection Offer and depending on the level of Contestable Connection Works to be undertaken by the Customer. By way of a non-binding indication, a scheme of this nature typically has a timescale of approximately 12 week(s) from the date of the Acceptance Form to Energisation.
- 7.2. Notwithstanding that a detailed programme of Connection Works is still to be agreed, this Connection Offer is made on the understanding that the following milestones are met by the respective milestone dates:
- 7.3. a detailed programme of works is agreed and the Connection Works are commenced within six (6) months from the date of the Acceptance Form (save for in the event that this milestone is missed as a direct result of an act or omission of WPD, other than where such act or omission is due to a Condition Precedent not having been, or continuing to be, satisfied or any other reason outside of WPD's reasonable control or any act, default or omission by the Customer, its employees, agents or sub-contractors or the Customer's breach of the Agreement or any statutory duty); and
- 7.4. the Connection Works are completed and (where relevant) the Customer's Installation is Energised within twelve (12) months from the date of the Acceptance Form (save for in the event that this milestone is missed as a direct result of an act or omission of WPD, other than where such act or omission is due to a Condition Precedent not having been, or continuing to be, satisfied or any other reason outside of WPD's reasonable control or any act, default or omission by the Customer, its employees, agents or sub-contractors or the Customer's breach of the Agreement or any statutory duty).
- 7.5. Upon request the Customer shall provide evidence to WPD's satisfaction confirming the progress against each of the milestones and that it has met, or reasonably believes it will meet, each one by the dates specified. If a milestone has not been achieved by the relevant date, or will not be (in WPD's opinion, at its absolute discretion) achieved by the relevant date, WPD shall be entitled, at its absolute discretion, to terminate, with immediate effect by notice, the Agreement or to require a variation to the Agreement, including the Connection Charge and the milestones and milestone dates. Where some progress is being made toward the relevant

milestone, WPD may, at its absolute discretion, take account of this fact when considering whether to terminate or vary the Agreement.

- 7.6. Where WPD requires a variation to the Agreement (including, where relevant, the Connection Charge) pursuant to the terms of the clause above, WPD shall give notice of such required variation to the Customer and the Agreement shall be deemed to be varied accordingly as from the date of deemed service of such notice. For the avoidance of doubt, clause 14 of the General Conditions for Connection Works does not apply to variations made pursuant to this clause. If the Customer does not accept (in accordance with its terms) or disputes any variation to the Agreement required by WPD as notified to the Customer, then WPD shall have the option to terminate (with immediate effect by notice) the Agreement.
- 7.7. The date of Energisation is dependent upon the Conditions Precedent set out in the General Conditions for Connection Works being, and (where relevant) continuing to be, satisfied (including no Connection Works Dispute arising or any such Connection Works Dispute being fully resolved and/or settled), Distribution System access, operational constraints, manpower availability, delivery times for cables, switchgear, transformers and other equipment and no Event of Force Majeure and/or a Distribution System emergency arising. Whilst WPD will use commercially reasonable endeavours to meet the Customer's requested Energisation date, WPD is not able to guarantee an Energisation date and shall not be liable to the Customer or any Third Party for any delay in the anticipated date for Energisation or for any related costs, damages, expenses or losses resulting from any delay caused by any of the above mentioned matters.

## **8. Safety**

- 8.1. Any work in the vicinity of WPD equipment must be carried out in a safe manner, including, as a minimum, compliance with the relevant Health and Safety Executive Guidance Notes available from HMSO.
- 8.2. In particular:
- GS6 – Avoidance of danger from overhead electric lines.
  - HS(G)47 - Avoiding danger from underground cables.
- 8.3. As part of the planning process and before commencement of any site works the Customer should contact WPD's Map Response Team to ascertain the location of any existing WPD apparatus on or in close proximity to the site and to take the necessary precautions to avoid possible danger from that apparatus. The WPD Map Response Team can be contacted on 0121 623 9780 or by email on [WPDMapResponse@westernpower.co.uk](mailto:WPDMapResponse@westernpower.co.uk)

## **9. System Protection**

- 9.1. It is a condition to Energisation, and the Customer's responsibility, to ensure that:
- 9.1.1. there shall be no electrical interconnection between the proposed new electricity connection and any existing connection at the Premises.
- 9.2. The proposed WPD-owned 230 Volts metered circuit breaker at the Connection Point substation shall have installed as standard overcurrent and earth fault protection. In addition, depending on Distribution System configuration and operational conditions there may be a requirement for additional protection inter-tripping to be installed. WPD shall provide the Customer with details of the

protection settings employed at the metering circuit breakers. It is the Customer's responsibility to ensure that these settings provide adequate protection of the Customer's Installation.

- 9.3. To ensure compliance with the Electricity, Safety, Quality & Continuity Regulations 2002 (as amended) the Customer shall ensure their equipment and installation is adequately protected, both mechanically and electrically.
- 9.4. The Customer shall be responsible for the costs of any communication channels required for telecontrol, protection and operational inter-tripping.
- 9.5. Please note, all protection requirements shall be agreed with WPD prior to installation.

## **10. Earthing**

- 10.1. The Customer is responsible for providing and maintaining adequate arrangements for earthing the Customer's Installation and WPD shall not be responsible for any such arrangements except in so far as any applicable regulations may place certain responsibilities on WPD and subject thereto the Customer's use of an earth terminal provided by WPD shall be at the Customer's own risk. No earth terminal will be provided by WPD for a temporary connection and the installer should provide an RCD.
- 10.2. The detailed requirements for the earthing and bonding at telecommunication stations are specified in the ENA Engineering Recommendation G12, as amended. The installation shall comply with these requirements in full.
- 10.3. Where the site is declared 'Cold' (as defined in ENA Engineering Recommendation S36), confirmation is required that step and touch potential limits are not exceeded on or off site. Making the site 'Cold' does not necessarily make the installation and adjacent properties safe for step and touch potential.
- 10.4. WPD has a duty of care to ensure it does not knowingly Energise a site that could be unsafe. We therefore require confirmation that the site is safe in this respect before we can approve the design. Touch and step potentials will need to be calculated and verified within the Customer's Installation and any adjacent properties.
- 10.5. Where the site is classified as 'hot' (as defined in ENA Engineering Recommendation S36), the Customer shall ensure that;
  - there is adequate segregation between HV and LV earthing systems
  - there is adequate segregation between WPD's HV switchgear and the Customer's transformer / LV system / PV panels.

- a WPD approved isolation transformer for the LV supply within the switch room / enclosure is provided by the developer.
- adequate isolation equipment in the signal cables between WPD's control panel and the Customer's Installation.

## **11. Appointing a Supplier / Meter Operator**

- 11.1. Before a supply of electricity can be imported or exported through the new connection the Customer must ensure an electricity supplier is appointed and has registered in accordance with electricity trading arrangements. For a list of licensed suppliers please call WPD on (01208) 892288 or visit the Ofgem website, [www.ofgem.gov.uk/Licensing](http://www.ofgem.gov.uk/Licensing).
- 11.2. Prior to connection, WPD will provide the Customer with an import and, where relevant, export supply number for the new electricity connection. The Customer will need to quote the supply number(s) to the electricity supplier of their choice in order to arrange an electricity supply. If the supplier fails to register the supply number WPD will be unable to Energise the connection.
- 11.3. For connections with a maximum demand above 100kW and a generation capability above 30kW, half hourly metering is mandatory. The Customer's appointed supplier may arrange for a meter operator to install half hourly metering or the Customer to appoint their meter operator directly.
- 11.4. A list of meter operators can be obtained from the Association of Meter Operators, [www.meteroperators.org.uk](http://www.meteroperators.org.uk). It will be necessary for the Customer to ensure in conjunction with the meter operator, that suitable metering exists/is installed for the required level of import/export capacity.
- 11.5. WPD provides metering services to customers in the UK and can provide half hourly metering. Please inform WPD if you would like WPD to be your Meter Operator.

## **12. Connection Agreement**

- 12.1. Prior to Energisation of the Customer's Installation the Customer or, where relevant, an end user of the Proposed Connection, must enter into a written Connection Agreement with WPD.
- 12.2. The Connection Agreement entered into with WPD prior to Energisation will govern the terms and conditions under which the Customer's Installation may be connected (and remain connected) to WPD's Distribution System. The Connection Agreement is based on an industry standard and the terms and conditions contained therein are largely non-negotiable. Any request to amend the Connection Agreement will require a referral for legal advice and the Customer shall be responsible for costs incurred by WPD regardless of whether or not these changes or amendments are agreed and incorporated in the Connection Agreement.

### 13. Stores

- 13.1. Where the Customer wishes WPD to supply any meter cabinets, ducts and/or service tubing (less draw cords) and the cost of these items have not already been included in the Connection Charge, these may be purchased by arrangement with WPD's local stores office. Please contact the writer of the Offer Letter or telephone our General Enquiry number:

[For South West England 0845 601 2989]

- 14.2. Where the Customer wishes WPD to supply any meter cabinets, ducts and/or service tubing (less draw cords) and the cost of these items have already been included in this Connection Charge, collection may be made by prior arrangement with the local WPD Construction Team at the following locations:

[Addresses of local stores in WPD (South West) are:-

Osprey Road, Sowton Industrial Estate, Exeter EX2 7WP  
Victoria Road, Barnstaple, Devon, EX32 8PR.  
Elliott Road, Prince Rock, Plymouth, Devon, PL4 0SD.  
Pavor Road , Watcombe, Torquay, Devon, TQ4 8BQ.  
Lostwithiel Road, Bodmin, Cornwall, PL31 1DE.  
Trevenson Lane, Pool, Redruth, TR15 3RF.  
Avonbank, Feeder Road, Bristol, BS2 0TB.  
1 Warne Road, Weston-Super-Mare, North Somerset, BS23 3UU.  
Radstock Road, Midsomer Norton BA3 2AA.  
South Street, Crewkerne, Somerset, TA18 8AE.  
Venture Way, Priorswood Ind. Est., Taunton TA2 8DG

Usual Collection times unless otherwise stated:-

Monday to Thursday (0900-1530) hrs. Friday (0900-1430) hrs.

(To avoid disappointment, please check with local offices for individual collection times)]

## Acceptance Form

Please complete Part B of this form and return to:

Trevenson Road  
Pool  
Redruth  
TR15 3RF  
FAO: Robert Nicholls

The Agreement (including the General Conditions for Connection Works) between the Customer and WPD shall be formed when WPD dates Part C of this Acceptance Form.

### Part A: Connection Details

WPD Ref: 3621108

Premises: Proposed Development, Off Old Town Lane, Old Town, St Marys,

Customer: Campbell Reith

Company Number (if appropriate): N/A

Customer Address:

WESSEX HOUSE  
PIXASH LANE,  
KEYNSHAM,  
BRISTOL,  
BS31 1TP

### Part B: to be completed by the Customer

I/We, the Customer, accept the terms of the Connection Offer dated 04/03/2020 (including the General Conditions for Connection Works) and wish to proceed on the basis of the option indicated below.

Option 1 – WPD to undertake both Non-contestable and Contestable works

Option 1 price £12,852.26 plus VAT of £0.00 (For scheme and version 1385858/1)

Option 2 – WPD to undertake the Non-contestable works only

Option 2 price £1,510.00 plus VAT of £302.02 (For scheme and version 1385863/1)

I/We, the Customer, accept responsibility for any reasonable costs that WPD may incur as a result of any termination in accordance with clause 13.3 of the General Conditions for Connection Works.

Signed.....  
for and on behalf of the Customer

Full Name.....

Designation.....

(NOTE THAT THIS MUST BE SIGNED BY AN AUTHORISED PERSON)

### Part C: (to be completed by Western Power Distribution)

Signed.....

for and on behalf of Western Power Distribution Western Power Distribution (South West) plc Registered in England and Wales No. 2366894

Registered Office: Avonbank, Feeder Road, Bristol BS2 0TB

Dated.....

<b>Customer SHE Risk Information</b> Construction (Design and Management) Regulations 2015		
Hazard Category	Risk & Action Required	Further details attached?
<b>Restrictions</b>		
Site access/ egress		Yes / No
Proximity of live conductors/ other utilities		Yes / No
Adjacent land use		Yes / No
Space restrictions		Yes / No
Designated sites (SSSIs)/ invasive plants/ protected species (incl. nesting birds)		Yes / No
<b>Site Conditions</b>		
Asbestos		Yes / No
Confined spaces		Yes / No
Contaminated land/ radon		Yes / No
Ground conditions (incl. proximity of water courses)		Yes / No
<b>Site Activities</b>		
Vehicle movements (incl. heavy plant)		Yes / No
Fire/ hot work		Yes / No
Excavations		Yes / No
Work at height/ falling objects		Yes / No
Lifting operations (cranes)		Yes / No
Hazardous substances/ biological agents		Yes / No
<b>Other</b>		

**Signed** .....

**Print Name** .....

**Dated** .....

**Job title** .....

**Company** .....

### Cost of Legal Fees Statement

1. The Connection Charge stated in this Connection Offer is:
  - 1.1 inclusive of the costs incurred by WPD specialist staff in, or arising from, securing, obtaining or procuring all the necessary Rights in Freehold Land and/or Rights in Leasehold Land, for example securing wayleaves or easements; and
  - 1.2 exclusive of WPD's solicitors fees and costs incurred in, or arising from, securing, obtaining or procuring all the necessary Rights in Freehold Land and/or Rights in Leasehold Land (where such professional services are deemed necessary by WPD, at its absolute discretion).
2. Should you choose to accept this Connection Offer and such professional services are deemed necessary by WPD in order to secure, obtain or procure any Rights in Freehold Land and/or Rights in Leasehold Land, we will instruct our solicitor to confirm their estimated costs for the work within their initial correspondence to you. Our solicitor will recover these costs directly from you or your appointed legal representative.
3. For guidance purposes only, our solicitors will normally charge in the region of £675 - £800 + VAT and disbursements. For more complicated or larger schemes these costs may increase.
4. Should you accept this Connection Offer and Rights in Freehold Land and/or Rights in Leasehold Land in respect of the Premises are required (as confirmed by WPD), please complete the form below and return it with your Acceptance Form in order to help us progress the legal aspects of the connection.

#### Land owner(s)<sup>1</sup> details

Land owners name(s):

Telephone/mobile:

E-mail:

Address:

#### Legal representative details

Legal representative acting  
for land owner(s):

Company Name:

Contact name:

Telephone/mobile:

E-mail:

Address:

<sup>1</sup> Please include details of the Freeholder plus any person with a leasehold interest of the land.

**WESTERN POWER**   
**DISTRIBUTION**

*Serving the Midlands, South West and Wales*

# Customer Connection Offer Breakdown

Scheme Title: 16 1ph supplies, old town lane, St. Marys

Enquiry Ref: 3621108

Scheme: 1385858

Version: 1

Date of Estimate: 04/03/2020

Designer: Hugh Chambers

## Summary

<b>Fees</b>	<b>£1,155.00</b>
<b>Non-contestable connection works</b>	<b>£0.00</b>
<b>Contestable connection works</b>	<b>£11,697.26</b>

**Sub Total** **£12,852.26**

**Total Connection Charge excluding VAT** **£12,852.26**

Fees		Fees Cost
Assessment and Design	Other LV connection(s) with a total load up to 100kVA LV	£411.00
Land Rights	Wayleave(s)/easement(s) from third party owner(s)	£744.00
<b>Fees Sub-Total</b>		<b>£1,155.00</b>

Description of Works	Quantity	Non-Contestable Charges	Contestable Charges
<b>Low Voltage Cable</b>			
Cable Tube (Mtrs)	118	£0.00	£109.17
Haulage to Site	1	£0.00	£722.80
Lay cable in trench or duct (Mtrs)	93	£0.00	£888.65
Lay service cable in trench or duct (Mtrs)	178	£0.00	£1,163.07
Low Voltage Cable 300 mm <sup>2</sup> (Mtrs)	93	£0.00	£2,136.26
Marker Tape (Mtrs)	211	£0.00	£19.56
Shipping to Scilly	1	£0.00	£1,734.72
Single Phase Service Cable (Mtrs)	178	£0.00	£403.99
Supply - Rigiduct 150mm <sup>2</sup> ID 2m length (per meter)	16	£0.00	£53.66
<b>Works Sub-Total</b>		<b>£0.00</b>	<b>£7,231.88</b>
<b>Low Voltage Jointing</b>			
Low Voltage Branch Joint	1	£0.00	£593.39
Low Voltage Service Joint	5	£0.00	£1,823.08
Low Voltage Stop End Joint	1	£0.00	£360.95
Travel		£0.00	£347.05
<b>Works Sub-Total</b>		<b>£0.00</b>	<b>£3,124.47</b>
<b>Service Termination</b>			
Fused cut-out - single phase	16	£0.00	£931.71
Meter Cabinet	15	£0.00	£339.79
Travel		£0.00	£69.41
<b>Works Sub-Total</b>		<b>£0.00</b>	<b>£1,340.91</b>
<b>Works Total</b>		<b>£0.00</b>	<b>£11,697.26</b>

## Notes:

Our charges include labour and materials as appropriate

# Customer Connection Offer Breakdown

**Scheme Title:** 16 1ph supplies, old town lane, St. Marys

**Enquiry Ref:** 3621108

**Scheme:** 1385858

**Version:** 1

**Date of Estimate:** 04/03/2020

**Designer:** Hugh Chambers

VAT is not included in any costs in the Customer Connection Offer Breakdown

"LV", "HV", or "EHV" described within the Fees section above denotes the highest voltage of assets installed or worked upon including any associated reinforcement or diversionary works

## Glossary

Extra High Voltage	In relation to this breakdown this is typically equipment operating at nominally 25,000V, 33,000V, 66,000V, and 132,000V
High Voltage (HV)	any voltage exceeding LV. In relation to this breakdown this is typically equipment operating at nominally 6,600V and 11,000V
Low Voltage (LV)	a voltage up to 1000V phase to phase, or 600V phase to earth. In relation to this breakdown and supply voltage this is nominally 400/230V
Contestable	is work that may be carried out by WPD or by an accredited independent connections provider
Non-Contestable	is work that may only be carried out by WPD
Land Rights	is the Non-contestable element of any legal permissions to install and maintain plant or equipment. Where agreed, certain works may be carried out by an ICP.
Travel Time	is the cost associated with travelling to and from site

# Customer Connection Offer Breakdown

Scheme Title: CIC 16 1ph supplies, old town lane, St. Marys

Enquiry Ref: 3621108

Scheme: 1385863

Version: 1

Date of Estimate: 04/03/2020

Designer: Hugh Chambers

## Summary

<b>Fees</b>	<b>£1,510.00</b>
<b>Non-contestable connection works</b>	<b>£0.00</b>
<b>Contestable connection works</b>	<b>£0.00</b>

**Sub Total** **£1,510.00**

**Total Connection Charge excluding VAT** **£1,510.00**

Fees		Fees Cost
CIC Design Approval	Other LV connection(s) with a total load greater than 100kVA and up to 250V	£233.00
Land Rights	Wayleave(s)/easement(s) from third party owner(s)	£744.00
CIC Assessment and Design	Other LV connection(s) with a total load greater than 100kVA and up to 250V	£533.00
<b>Fees Sub-Total</b>		<b>£1,510.00</b>

Description of Works	Quantity	Non-Contestable Charges	Contestable Charges
<b>Works Total</b>		<b>£0.00</b>	<b>£0.00</b>

## Notes:

Our charges include labour and materials as appropriate

VAT is not included in any costs in the Customer Connection Offer Breakdown

"LV", "HV", or "EHV" described within the Fees section above denotes the highest voltage of assets installed or worked upon including any associated reinforcement or diversionary works

## Glossary

Extra High Voltage	In relation to this breakdown this is typically equipment operating at nominally 25,000V, 33,000V, 66,000V, and 132,000V
High Voltage (HV)	any voltage exceeding LV. In relation to this breakdown this is typically equipment operating at nominally 6,600V and 11,000V
Low Voltage (LV)	a voltage up to 1000V phase to phase, or 600V phase to earth. In relation to this breakdown and supply voltage this is nominally 400/230V
Contestable	is work that may be carried out by WPD or by an accredited independent connections provider
Non-Contestable	is work that may only be carried out by WPD
Land Rights	is the Non-contestable element of any legal permissions to install and maintain plant or equipment. Where agreed, certain works may be carried out by an ICP.
Travel Time	is the cost associated with travelling to and from site

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QUOTE SUBJECT TO WAYLEAVES AND CONSENTS WHICH WILL ONLY BE SOUGHT ONCE THE QUOTE HAS BEEN ACCEPTED

CUSTOMER TO UNDERTAKE ALL EXCAVATIONS INCLUDING OFFSITE EXCAVATIONS

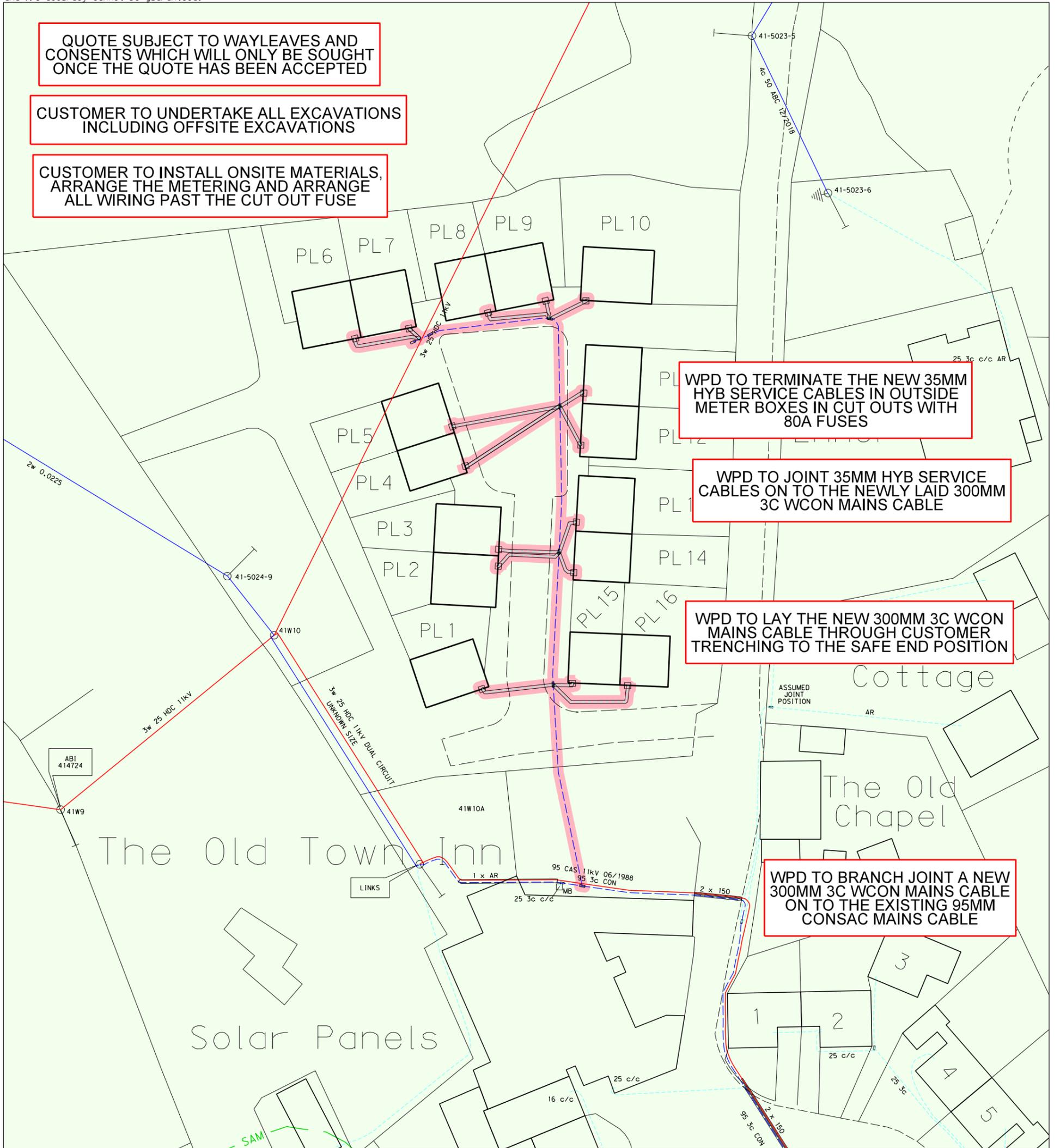
CUSTOMER TO INSTALL ONSITE MATERIALS, ARRANGE THE METERING AND ARRANGE ALL WIRING PAST THE CUT OUT FUSE

WPD TO TERMINATE THE NEW 35MM HYB SERVICE CABLES IN OUTSIDE METER BOXES IN CUT OUTS WITH 80A FUSES

WPD TO JOINT 35MM HYB SERVICE CABLES ON TO THE NEWLY LAID 300MM 3C WCON MAINS CABLE

WPD TO LAY THE NEW 300MM 3C WCON MAINS CABLE THROUGH CUSTOMER TRENCHING TO THE SAFE END POSITION

WPD TO BRANCH JOINT A NEW 300MM 3C WCON MAINS CABLE ON TO THE EXISTING 95MM CONSAC MAINS CABLE



REV.	DATE	SCHEME PROGRESS BLOCK	DRN	CHK'D
.A	.04/03/20	.PROPOSAL	.RAN	.
.	.	.	.	.
.	.	.	.	.
.	.	.	.	.
.	.	.	.	.
.	.	.	.	.

UNDERGROUND CABLES	OVERHEAD LINES
132KV	132KV
33KV	33KV
L.V.	L.V.
SERVICE	SERVICE
HV EARTH	STREET LTG.
LV EARTH	STREET LTG.
EARTH ELECTRODE	

SURF TELECOMS S—S	PILOT CABLES P—P
DUCT & ALKATHENE TUBE	HOUSE METER POSITIONS - EXTERNAL
	INTERNAL
PROPOSALS	ALTERATIONS
	DISMANTLED
TRAFFIC SENSITIVE AREA YES/NO	

**WESTERN POWER DISTRIBUTION**  
Serving the Midlands, South West and Wales

TITLE  
• OLD TOWN LANE  
• OLD TOWN  
• ISLES OF SCILLY TR21 ONN

DEVELOPER.  
BUILDER.  
ARCHITECT Drg. No.

O.S. MAP.

SCALE 1:500 @ A3

PARISH.

11kV DIAG.

LV. DIAG.

PLAN No. 3621108

# Charge Statement

## Offer - Office Copy



Printed 04/03/2020

Enquiry: 3629741 Scheme: 1386029 Ver: 1

Offer for Works by Western Power Distribution ("WPD") at :  
Old Town St Marys Isles of Scilly, TR21 0NL

**Description of the Works**

HV diversion for the new development of 16 houses adjacent The Old Town Inn, St. Marys. Customer to undertake all excavations at no cost to WPD. Quote subject to overhead line survey. WPD to erect a new terminal pole between 41W10 and 41W11 with number 41W10A. WPD to underground the span between 41W10 and 41W10A by erecting two pole terminations and HV cable. WPD erect an inline pole for the new pole termination.

**Charge**

VAT Reg. No. : 664-3619-20

Non-Contestable Works		£7,366.82
Contestable Works		£10,353.33
Charge sub-total for WPD's Works excluding VAT		£17,720.15
VAT on £17,720.15	@ 0%	£0.00
<b>Charge*</b>		<b>£17,720.15</b>

\* For the avoidance of doubt the Charge shown above is only an indication of the contribution required from the Customer. The final scheme costs may be more or less than the Charge shown due to unforeseen site difficulties or restrictions. Any difference between the estimated and actual costs will be billed or refunded on completion of the Works.

WPD's Offer is open for acceptance for ninety days from the date of the Offer Letter, after which it will (if not accepted) automatically expire. This Offer is made on the understanding that the Works are completed within the timescales set out under the attached Offer Letter and accompanying Specific and General Conditions for Connections Works. Should the Works be incomplete at the end of the specified period WPD reserve the right to amend or withdraw this Offer.

**Acceptance (Do not detach)**

I accept the terms and conditions set out in this Charge Statement, the Offer Letter and accompanying Specific and General Conditions for the Works and that the final Charge may rise or fall according to actual site circumstances.

I understand that payment of the Charge shown above is required at least 7 days before WPD commence the Works unless otherwise specified in the Offer Letter.

- (a) Enclosed is payment for the Charge for the Works (please enclose cheque)
- (b) I will make payment at least 7 days in advance of the Works commencing or in accordance of the Offer Letter if different.

Please delete (a) or (b) as appropriate.

I accept responsibility for any reasonable costs that WPD has incurred if I cancel this acceptance after the Works have commenced.

Print Name.....

Signature..... Date.....

Designation (if signing for a company).....

For and on behalf of (company name).....



HV Diversion, Old Town, St Marys, Isles Of Scilly, 3629741  
 Nicholls, Rob A. to: NicholasBond@campbellreith.com 04/03/2020 12:09

### 3 Attachments



Recharge Letter for HV diversion Old Town, St Marys, Isles of Scilly, TR21 0NL 3629741.pdf



3629741.overlay-Default-000.pdf GETJOBID813252.pdf

Hi Nicholas

Please find quote attached for the diversion at the above site. Any problems just let me know.

Kind Regards

Robert Nicholls

Planner

Redruth East Rural

Tel: 01209 616748

Team Support: Mandy Pidwell – 01209 616759 - [mpidwell@westernpower.co.uk](mailto:mpidwell@westernpower.co.uk)

Team Manager: Nigel Lodey – 01209 616708 - [nlodey@westernpower.co.uk](mailto:nlodey@westernpower.co.uk)



 please consider the environment - do you really need to print this email?

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 Western Power Distribution (East Midlands) plc / Western Power Distribution (West Midlands)  
 plc

Registered in England and Wales

Registered number: 2366894 (South West) / 2366985 (South Wales) / 2366923 (East Midlands) /  
 3600574 (West Midlands)

Registered Office: Avonbank, Feeder Road, Bristol, BS2 0TB

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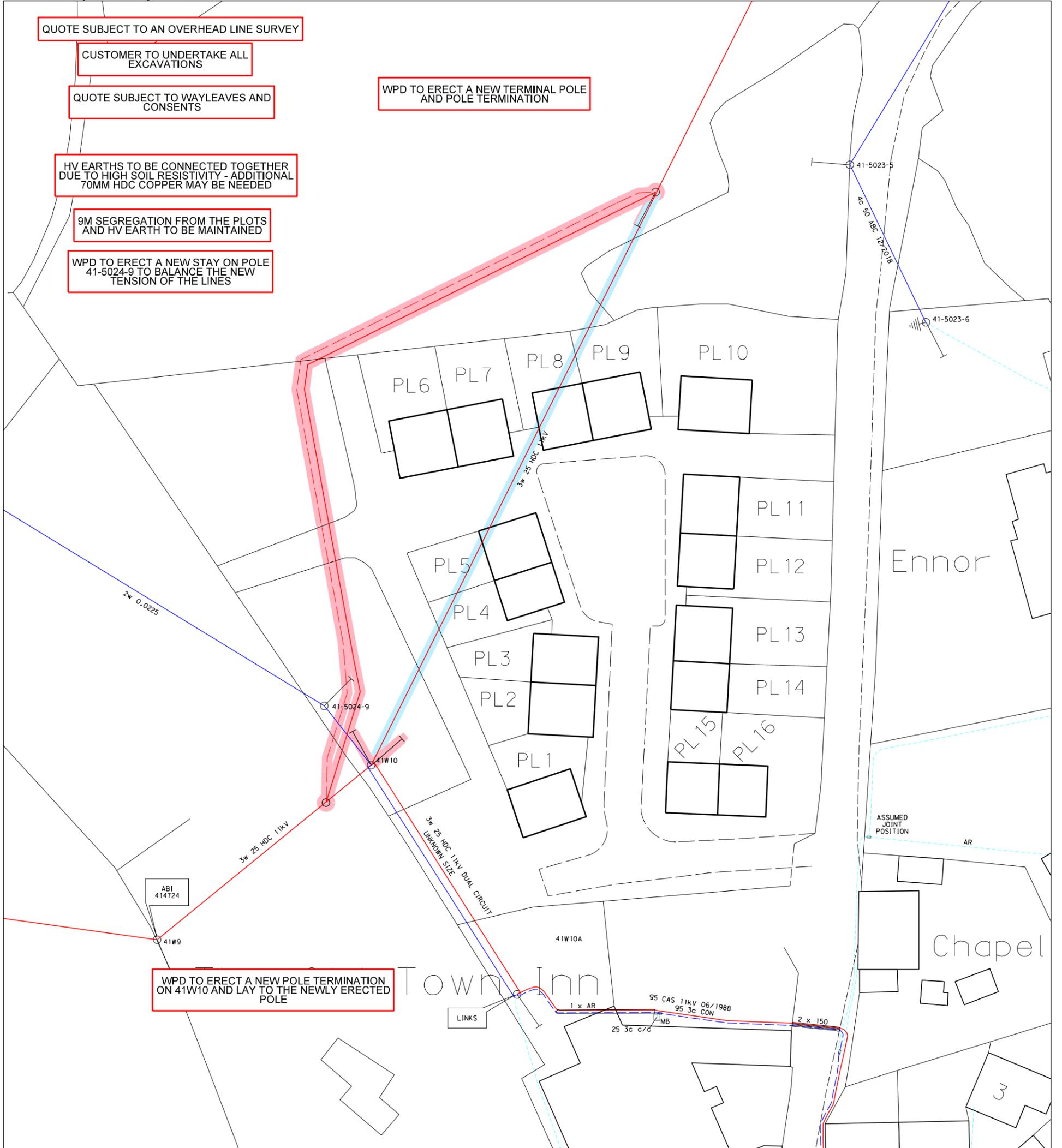
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QUOTE SUBJECT TO AN OVERHEAD LINE SURVEY

CUSTOMER TO UNDERTAKE ALL EXCAVATIONS

QUOTE SUBJECT TO WAYLEAVES AND CONSENTS

WPD TO ERECT A NEW TERMINAL POLE AND POLE TERMINATION

HV EARTHS TO BE CONNECTED TOGETHER DUE TO HIGH SOIL RESISTIVITY - ADDITIONAL 70MM HDC COPPER MAY BE NEEDED

9M SEGREGATION FROM THE PLOTS AND HV EARTH TO BE MAINTAINED

WPD TO ERECT A NEW STAY ON POLE 41-5024-9 TO BALANCE THE NEW TENSION OF THE LINES

WPD TO ERECT A NEW POLE TERMINATION ON 41W10 AND LAY TO THE NEWLY ERECTED POLE

REV.	DATE	SCHEME PROGRESS BLOCK	DRN	CHK'D
• A	• 04/03/20	• PROPOSAL	• RAN	•
•	•	•	•	•
•	•	•	•	•
•	•	•	•	•
•	•	•	•	•
•	•	•	•	•

**WESTERN POWER DISTRIBUTION**  
Serving the Midlands, South West and Wales

TITLE  
• 16 NEW HOUSES, OLD TOWN LANE  
• OLD TOWN, ST MARYS  
• ISLES OF SCILYL TR21 ONN

UNDERGROUND CABLES 132KV L.V.	33KV SERVICE LV EARTH	11KV STREET LTG. EARTH ELECTRODE	OVERHEAD LINES 132KV 11KV SERVICE	33KV L.V. STREET LTG.
SERVICES CABLE SIZES AS SHOWN	DUCT & ALKATHENE TUBE	SURF TELECOMS S—S	HOUSE METER POSITIONS - EXTERNAL	INTERNAL
PROPOSALS	ALTERATIONS	PILOT CABLES P—P	DISMANTLED	
TRAFFIC SENSITIVE AREA YES/NO				

DEVELOPER.  
BUILDER.  
ARCHITECT Drg. No.  
O.S. MAP.  
SCALE 1:500 @ A3  
PARISH.  
11kV DIAG.  
LV. DIAG.  
PLAN No. 3629741

Campbell Reith  
Wessex House  
Pixash Lane  
Keynsham  
Bristol  
BS31 1TP

Trevenson Lane  
Pool  
Redruth  
Cornwall  
TR15 3RF

Tel: 01209 616748

Fax: .

e-mail: [rnicholls@westernpower.co.uk](mailto:rnicholls@westernpower.co.uk)

Date

04 March 2020

Our Ref:  
3629741

For the attention of: [Nicholas Bond](#)

Dear [Sir](#),

**Offer for works by Western Power Distribution ("WPD") (South West) plc at HV diversion Old Town, St Marys, Isles of Scilly, TR21 ONL ("the Works").**

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

- a) Charge Statement reference [3629741/1386029/1](#) dated [04/03/20](#) stating the estimated charge for the Works ("**the Charge**");
- b) Plan number(s) [3629741](#) dated [04/03/20](#) showing the proposed works;
- c) Specific Conditions for WPD Works; and
- d) General Conditions for WPD Works;

#### **Duration of Offer**

WPD's Offer is open for acceptance for **ninety days** from the date of this letter after which it will (if not accepted) automatically expire. The Offer is made on the understanding that the Works are completed within 6 months from the date of your acceptance.

Should the Works be incomplete at the end of the period WPD reserve the right to amend or withdraw this Offer.

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

## **WPD's Works**

WPD's Offer includes the following works:-

- HV diversion for the new development of 16 houses adjacent The Old Town Inn, St. Marys. Customer to undertake all excavations at no cost to WPD. Quote subject to overhead line survey. WPD to erect a new terminal pole between 41W10 and 41W11 with number 41W10A. WPD to underground the span between 41W10 and 41W10A by erecting two pole terminations and HV cable. WPD erect an inline pole for the new pole termination. WPD to lay a 70mm HDC HV earth and connect on to the surge diverters. Minimum of 9m Segregation between the new plots and the HV earth.

## **WPD's Charges**

WPD's Charge for the Works is shown on the enclosed Charge Statement.

It does not include the costs of the civil works, which should at your expense be provided by you. The Specific Conditions for WPD's Works attached outline any civil works that are required.

WPD's Charge excludes any contribution required for affording connection to any new development.

The provision of ducts has been included within the Charge. For information regarding collection, please see the Stores section in Specific Conditions for the Works.

## **Payment**

Payment of the Charge is required on acceptance of this Offer

## **Commencement Date**

The proposed date for WPD's Works to commence will be discussed with you when WPD has received your acceptance of the Offer.

At this stage I anticipate WPD will need **12 weeks** after acceptance of the Offer before starting the Works. (This estimate includes lead in times for procuring materials and arranging the Works)

**This estimated time-scale is not binding on WPD**

## **Acceptance**

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

If you have any queries or are not satisfied with this Offer and after discussion, you and I are unable to reach agreement, I hope you will take the opportunity of talking to my Distribution Manager: **Jonathan Nebsbitt (telephone number 01209 616742)** If, following discussion with the Distribution Manager, we still cannot reach agreement please contact Alison Sleightholm on 0117 9332175, or write to her at Avonbank, Feeder Road, Bristol BS2 0TB. She will investigate and try to resolve the matter with you. Our complaints procedure is available on our website [www.westernpower.co.uk](http://www.westernpower.co.uk) If we are unable to resolve your complaint, you will have the right to refer the matter to the Energy Ombudsman for a decision. This is a free and independent dispute resolution service.

If you would like to accept this Offer and confirm your agreement to the terms therein please could you sign the attached Charge Statement and return it to WPD at the address given at the top of this letter, together with payment as appropriate.

Yours faithfully,

**Robert Nicholls**

Planner

East Rural

Redruth

Western Power Distribution (South West) plc

**Important:**

**All rights in the design, specification, plans or drawings contained or accompanying this Connection Offer belong to and remain with WPD and shall not be used by the Customer or any other person without WPD's written consent.**

**All data and information acquired or reviewed by the parties in connection with this Connection Offer is confidential and shall not be divulged to any third party without the prior written consent of the other party except insofar as may be required by law.**

# WPD

## Specific Conditions for the Works

### BASIS OF INFORMATION

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

- Your enquiry dated 24/02/20

### EXCAVATION AND DUCTS

Except where stated in WPD's Works, all on-site excavation, provision of a stonedust bedding and blinding material, installation of WPD approved ducts and reinstatement will be carried out by the customer/developer at no cost to WPD. Draw cords should be incorporated and the ends marked for ease of location. Trench depths in pavement or private land shall be 530mm (min. cover over cable 450mm) and in roadway shall be 600mm (min. cover 520mm). Where cables are not protected in duct they must be blinded with 75mm of crushed stone dust and approved yellow "electric cable" marker tape laid above.

When installing cables in agricultural land, it is necessary that the cable be laid at sufficient depth to allow for deep ploughing and cultivation. The recommended depths, as agreed with the National Farmer's Union is 1000mm depth for all LV and HV cable.

### STORES

Where the Customer/Developer wishes WPD to supply the ducts and service tubing and the cost of these items have not already been included in this Offer, these may be purchased by arrangement with our Engineering Stores Office at Osprey Road, Sowton Industrial Estate, Exeter EX2 7WP (Telephone 01392 - 352700 Fax 01392 352676).

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

Usual Collection times:-

Monday to Thursday (0900 - 1530) hrs.      Friday (0900 - 1430) hrs.

(To avoid disappointment, please check with local offices for individual collection times)

Draw cords are not provided by WPD

### SAFETY

Any work in the vicinity of WPD equipment must be carried out in a safe manner, including, as a minimum, compliance with the relevant Health and Safety Executive Guidance Notes available from HMSO. In particular:

GS6 Avoidance of danger from overhead electric lines.

HS(G)47 Avoiding danger from underground cables.

Unless notified to the contrary, all existing cables must be assumed as live and all cables, including those that have been isolated remain the property of WPD.

"It is a requirement of the Compliance with the Construction (Design & Management) Regulations 2007 that an assessment is made of risks on site.

If you are aware of any risks to health, safety or environment that may exist at any time on site, you must notify WPD.

Such risks include but may not be limited to asbestos, PCB's, air pollution, contaminated land and other services".

### STREET WORKS BY CUSTOMER/CONTRACTOR

A customer/developer intending to carry out trenchwork in the public highway must obtain a licence from the relevant Highway Authority and will be responsible for the issue of Street Works Notices. All work, including reinstatement, must comply with the New Roads and Street Works Act 1991.

### STREET LIGHTING

Please note that no provision has been made for new street lighting arrangements. If a new lighting scheme is planned, please contact us, enclosing details of the scheme. We will be pleased to provide a separate connection quotation.

## **TEMPORARY CONNECTIONS**

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

## **ADDITIONAL INFORMATION**

- Other works to be provided by the Customer:- **NONE**

# WPD

## General Conditions for the Works (the "General Conditions")

### 1. Definitions and Interpretation

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

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

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

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

"Charge Statement" means the statement showing details of the Charge to be completed and signed by the Customer confirming the Customer's acceptance to the terms of the Offer and concluding the contract between the parties in respect of the subject matter of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

1.3 In this Agreement, unless the context otherwise requires:

(a) words in the singular include the plural and vice versa and words in one gender include any other gender;

(b) a reference to a statute or other statutory provision includes:

(i) any subordinate legislation (as defined in Section 21(1) Interpretation Act 1978) made under it;

(ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and

(iii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;

(c) references to:

(i) any party include its permitted successors in title and permitted assigns;

(ii) clauses and schedules are to clauses and schedules of this Agreement and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear;

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

### 2. Commencement of Works and Conditions Precedent

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

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

(a) the Customer has:

(i) entered into the Agreement, pursuant to the Offer, by WPD by completing, signing and returning the Letter of Acceptance or Charge Statement, as appropriate;

(ii) completed any necessary civil works, civil engineering or building works that are necessary to enable the Works to commence;

(iii) complied with its obligations under clauses 3 and 4.1; and

(iv) made any initial payments required under the Offer Letter or Specific Conditions; and

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

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

2.4 The Customer shall not in any way obstruct or impede Works or the delivery of any Connection Equipment to the Premises, and shall use its reasonable endeavours to procure that its sub-contractors or agents shall not in any way obstruct or impede the Works or the delivery of any Connection Equipment to the Premises so as to prevent WPD from, or hinder or delay WPD in performing its obligations under this Agreement.

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

# WPD

## General Conditions for the Works (the "General Conditions")

### 3. Property Matters

- 3.1 Where the Customer is the owner of the Premises or any adjacent land on which the Works are to be carried out it shall, where reasonably required, and at the request of WPD, for the sum of £1 grant an easement in perpetuity to WPD to carry out the Works install, lay, repair, replace, renew alter and maintain the Connection Equipment.
- 3.2 Where the Customer owns a leasehold interest in the Premises or any adjacent land the Customer shall, where reasonably required, and at the request of WPD, for the sum of £1 grant an easement to WPD for a term of years expiring one day before the end of Customer's interest in the Premises for the benefit of WPD to carry out the Works and install, lay, repair, replace, renew alter and maintain the Connection Equipment provided that WPD shall not be required to enter into the documents set out in 3.2 until the Customer has obtained the consent of the freehold owner to such documents.
- 3.3 Where the Customer owns neither the freehold or the leasehold interest in the Premises or the adjacent land the Customer shall use reasonable endeavours to procure that the owner of the freehold interest of the Premises and the adjacent land enters into documents set out in clause 3.1 for the benefit of WPD.
- 3.4 Where the Customer is the owner or occupier of the Premises or the adjacent land, the Customer shall indemnify WPD from and keep WPD fully indemnified against any proceedings, claims, demand, costs, charges and expenses WPD incurs as a result of the Customer's failure to grant or obtain for WPD the appropriate easement or property rights to carry out the Works and to install lay, repair, replace, renew alter and maintain the Connection Equipment.
- 3.5 WPD may, in its discretion, carry out the Works if it has obtained a wayleave to do so in lieu of any easements. The acquiring of any wayleaves shall not diminish the duties and obligations on the Customer pursuant to this clause 3.
- 3.6 If the Customer or a third party prevents WPD from entering the Premises, adjacent land or other land with the result that WPD is unable to carry out the Works, or the Works are suspended on the Customer's instruction for which WPD is not responsible or due to alterations to the layout of the Premises, WPD shall not be deemed to be in breach of this Agreement and any additional costs reasonably incurred by WPD in consequence thereof shall be added to the Charge.
- 3.7 The Customer shall except and reserve out from the conveyance/lease to the purchaser/lessee of the Premises, full right and liberty for WPD to place electric lines through the property conveyed or leased and thereafter to use the same provided that WPD shall make good any damage caused as soon as practicable and shall not break open the surface of any land covered by a building.
- 3.8 Any legal costs incurred in conveying any part of the Premises to WPD shall be apportioned between the parties in accordance with the Specific Conditions.

### 4. Compliance, consents, safety and access

- 4.1 The Customer shall:
- (a) before the time specified for delivery of any of WPD's Connection Equipment to the Premises, obtain all consents and approvals in connection with the regulations and by-laws of any local or other authority which shall be applicable to the Works on the Premises;
- (b) provide all accommodation, equipment, buildings, structures, foundations, approaches or work equipment of the quality specified in the Specific Conditions, if any;
- (c) ensure that the 'Co-ordinator' and the 'Principal Contractor' as defined by the Construction (Design & Management) Regulations 2007 ("CDM Regulations") carry out all their duties and obligations as set out in the CDM Regulations;
- (d) at all times provide and maintain suitable access to the Premises for the purposes of carrying out the Works or delivering, installing, laying, repairing, replacing, renewing, altering or maintaining the Connection Equipment and on production of written identity the Customer shall allow any WPD representative to enter the Premises provided that such visits are made during normal working hours (being between 07:00-19:00 hrs, Monday to Friday except for bank holidays); and at other times with the Customer's consent.
- 4.2 Each party shall take all reasonable steps to ensure the safety of the other party's employees, sub-contractors and agents while the Works are in progress or while WPD is maintaining or repairing the Connection Equipment.
- 4.3 WPD shall not be under any obligation to commence the Works or continue to provide a connection to the Customer unless it is reasonably satisfied that each part of the Customer's Installation is so constructed, installed, protected and used so far as is reasonably practicable to prevent danger, and not to cause interference with the Distribution System.
- 4.4 The inspection, non-inspection or non-rejection of the Customer's Installation by WPD shall not constitute any warranty or representation express or implied as to the adequacy, safety or other characteristics of the Customer's Installation.

### 5. Performance of the Works

- 5.1 WPD shall:
- (a) perform the Works with reasonable skill and care and in accordance with the terms of this Agreement; and
- (b) provide such information as is reasonably required by the Customer from time to time to keep the Customer informed of the progress of the Works.
- 5.2 WPD specifically excludes all warranties, express or implied, including but not limited to any implied term, condition, representation or warranty of satisfactory quality or fitness for a particular purpose, that the Works or Connection Equipment will meet the Customer's requirements except those that cannot be excluded at law.

### 6. Charges and payment

- 6.1 The Customer will pay to WPD the Charge. The Charge has been determined on the basis that WPD will provide the Non-contestable Works and those Contestable Works, if any, as identified in the Specific Conditions. If the Customer wishes to provide some or all the Contestable Works it shall first satisfy WPD that it (or its appointed contractor) has the necessary competence and experience to carry out such Contestable Works properly and safely.
- 6.2 If WPD is unable to complete the Works within the estimated timescales set out in the Specific Conditions due to any act, default or omission by the Customer, its employees, agents or sub-contractors or the Customer's breach of the Agreement or breach of statutory duty, WPD reserves the right to increase the Charge to recover any costs incurred by it as a result of such delay.
- 6.3 Payment of the Charge shall be made in accordance with the Specific Conditions. WPD shall invoice the Customer the amount stated. The Customer shall pay WPD within 28 days of receipt by the Customer of such invoice.
- 6.4 If the Customer makes any late payment of the Charge or any part of it WPD may, at its discretion, suspend the Works or postpone their commencement.
- 6.5 Without prejudice to any other rights and remedies which WPD may have, if the Customer fails to pay WPD by date an invoice is due, WPD may charge interest at a rate of 5% over the base rate of the Lloyds TSB, until it receives full payment of such invoice in cleared funds from the Customer.
- 6.6 WPD shall be under no obligation to Energise the Connection Equipment prior to receiving full and final payment of the Charge in cleared funds from the Customer. Full payment of the Charge shall be due at least 7 days prior to the Energisation date.
- 6.7 Where under this Agreement any party agrees to pay to any other party any sum or to furnish to any other party consideration which (in either case) is consideration for a taxable supply that sum or consideration shall be exclusive of Value Added Tax payable on it and the recipient of the supply shall pay an amount equal to such Value Added Tax in addition to any sum or consideration on receipt of a valid Value Added Tax invoice from the relevant party.
- 6.8 WPD shall be entitled to require security from the Customer before the commencement of the Works pursuant to section 20 of the Act.

### 7. Ownership, use and removal of Connection Equipment

- 7.1 The Connection Equipment shall be installed in a position agreed by WPD.
- 7.2 The property in the Connection Equipment shall remain with WPD who may use it to connect its other customers.

# WPD

## General Conditions for the Works (the “General Conditions”)

7.3 If prior to the Works being completed, WPD or the Customer cancels the Works or part of them WPD may require the Customer, (at no cost to WPD), to assist WPD in removing the Connection Equipment and to pay within 7 days to WPD the amount of any expenditure reasonably incurred by WPD in the expectation of the performance of such Works or part of them, or otherwise arising in consequence of such cancellation to the extent not yet invoiced.

### 8 Customer Works and Customer Installation

8.1 The Customer shall carry out all Customer Works with reasonable skill and care and in accordance with all applicable laws, rules and regulations.

8.2 WPD shall be under no obligation to permit the Customer's Installation to be connected directly or indirectly to the Distribution System unless it is satisfied that:

- (a) it will not cause danger or damage to, or undue interference with the Distribution System or the electricity supply to any third party; and
- (b) if applicable, the Customer has done everything necessary to lawfully operate and use the Customer's Installation for export of electricity to the Distribution System.

8.3 The Customer shall produce such evidence as may be reasonably required by WPD to show that the Customer has complied with its obligations under clause 8.2 above.

8.4 Save where express written representations are made by WPD or where the relevant works are carried out by WPD, neither by inspection, Energisation, connection nor in any other way does WPD give any guarantee or warranty, expressed or implied, as to the adequacy, safety or any other characteristic of the Customer's Installation or anything connected to it directly or indirectly (save for any Connection Equipment). WPD shall be under no obligation to carry out any repair or maintenance to the Customer's Installation.

### 9. EU Procurement Regulations

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

### 10. Liability

10.1 Each party accepts unlimited liability for death or personal injury caused by its negligence.

10.2 WPD's aggregate liability for physical damage to the Customer's tangible property (save where provided in clause 10.3) resulting from any act, default or omission (whether negligent or otherwise) of WPD, its employees, agents or sub-contractors, or from WPD's breach of the Agreement or breach of statutory duty, shall be limited to £2,000,000 per event or series of connected events.

10.3 WPD shall have no liability whatsoever, arising in contract, tort (including negligence) or breach of statutory duty, for any:

- (a) defect, malfunction or otherwise in the Customer's electrical equipment or the Customer's Installation, if applicable;
- (b) defects in the Connection Equipment and the Distribution System which are a result of any Customer Works;
- (c) loss of profit, business, contract, revenue, opportunity, goodwill, use of software or data, anticipated savings or for any administrative and overhead costs;
- (d) indirect or consequential loss; and
- (e) loss arising from any claim made against the Customer by any other person, unless such loss results directly from WPD's negligence or breach of contract in which event WPD's liability shall be limited to £2,000,000 per event or series of connected events.

10.4 Nothing in this clause 10 shall exclude or restrict or otherwise prejudice or affect the rights, powers, duties and obligations of either party which are conferred or created by the Act, WPD's distribution licence or the Electricity Safety, Quality and Continuity Regulations 2002, as amended.

### 11. Force Majeure

11.1 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay or non-performance of any of its obligations (other than any payment obligations) under this Agreement to the extent that such delay or non-performance is due to an Event of Force Majeure. Such obligations shall be suspended while the Event of Force Majeure continues.

11.2 The party affected by an Event of Force Majeure shall immediately notify the other party in writing of the nature and extent of the Event of Force Majeure and the affected party shall use all reasonable endeavours to mitigate its effects.

11.3 If the Event of Force Majeure continues for more than 2 calendar months, the unaffected party shall be at liberty to terminate this Agreement with immediate effect by giving written notice to the other. The service of such notice shall be without prejudice to any rights or obligations that have accrued prior to termination.

### 12. Termination

12.1 Either party may by notice in writing terminate the Agreement with immediate effect at any time if the other party commits a material breach of the Agreement provided that where such breach is capable of remedy the party in breach has been advised in writing of the breach and has not rectified it within thirty (30) days of receipt of such advice/notice. For the purposes of this sub-clause a breach shall be considered capable of remedy if time is not of the essence in performance of the obligation and if that party can comply with the obligation within the 30 day period.

12.2 WPD may by notice in writing terminate the Agreement with immediate effect on or at any time on the happening of any of the following events:

- (a) the passing of a resolution for the Customer's winding-up or the making by a court of competent jurisdiction of an order for the winding-up or the dissolution of the Customer;
- (b) the making of an administration order or the appointment of an administrator under the out-of-court procedure under the Enterprise Act 2002 or the appointment of a receiver or an administrative receiver over, or the taking possession or sale by an encumbrancer of, any of the Customer's assets;
- (c) the Customer making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally;
- (d) the Customer ceasing to do business at any time for 30 consecutive days; or
- (e) WPD being unable to commence the Works within two (2) months from the date agreed between the parties due to any act, default or omission (whether negligent or otherwise) by the Customer, provided that such date shall not be earlier than 6 months from the date of this Agreement.

12.3 On Energisation this Agreement shall automatically expire save as set out in clause 13.

12.4 The provisions of this clause 12 are without prejudice to any other right or remedy either party may have against the other for breach or non-performance of this Agreement.

### 13. Consequences of Termination

13.1 All rights and obligations of the parties shall cease to have effect immediately upon expiry or termination of this Agreement except that termination shall not affect:

- (a) the accrued rights and obligations of the parties at the date of termination or expiry; and
- (b) the provisions contained in clauses 7, 8, 13, 15, 17, 18, and 19 which shall survive the expiry or termination of this Agreement howsoever caused and shall continue in full force and effect.

13.2 If on termination of the Agreement any staged payments made by the Customer exceed the actual costs incurred by WPD in carrying out the Works up to and including the date of termination, WPD shall issue a credit note in respect of such excess amount and reimburse the Customer accordingly, provided that WPD shall have the right to set off from such amount any sums due to WPD by the Customer under this Agreement.

### 14. Variation

14.1 Each party shall be entitled to propose variations to the terms of this Agreement provided no purported variation to the Agreement shall be effective unless it is in writing and signed on behalf of both parties.

14.2 The Charge shall be adjusted by such an amount as is reasonable to reflect the increased or, as the case may be, decreased cost to WPD of meeting its obligations under this Agreement as a result of the variation.

# WPD

## General Conditions for the Works (the "General Conditions")

14.3 If the parties are unable to agree a proposed variation, the parties shall attempt to resolve the matter in accordance with the internal dispute resolution procedure set out in clauses 15.1 and 15.2. If the senior representatives of the parties fail to resolve the matter, neither party shall have any obligation to implement the variation.

### 15. Dispute Resolution

15.1 Subject to clause 15.4 if a dispute arises out of or in connection with this Agreement, the parties shall:

- (a) within 7 days of written notice of the dispute being received by the receiving party in good faith seek to resolve the dispute through negotiations between the parties' senior representatives who have the authority to settle it;
- (b) not pursue any other remedies available to them until at least 28 days after the first written notification of the dispute.

15.2 The appointed representatives shall use all reasonable endeavours to resolve the dispute.

15.3 If the dispute is not resolved in accordance with clause 15.1 and 15.2, either party may refer the dispute to the Gas and Electricity markets (Ofgem) pursuant to and in accordance with the utilities Act 2000 (as amended).

15.4 Nothing in this clause 15 shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary to avoid irreparable damage.

### 16. Assignment

16.1 This Agreement shall be binding on and enure for the benefit of the successors in title of the parties but, except as set out in sub-clause 16.2, shall not be assignable by either party without the prior written consent of the other. In addition, a party to this Agreement may not hold the benefit of the Agreement or any rights under it on trust for any third party or parties.

16.2 WPD may assign the benefit of this Agreement to any company within its Group. For the purposes of this Agreement, "Group" means a company's subsidiaries, its holding companies and any subsidiaries of such holding companies, "subsidiary" and "holding company" having the meanings ascribed to those terms in Section 1159 of the Companies Act 2006.

### 17. General

17.1 This Agreement and any documents referred to in this Agreement set out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

17.2 To the extent that any of the provisions in these General Conditions conflict with the provisions in the other documents which constitute this Agreement, the order of precedence shall be as follows:

- (a) the Specific Conditions;
- (b) the Charge Statement, or Letter of Acceptance (as appropriate) as signed by the Customer;
- (c) the Offer Letter; and
- (d) these General Conditions.

17.3 To the extent that any provision of this Agreement is found by any court or competent jurisdiction to be invalid, unlawful or unenforceable it shall not affect the enforceability of the remainder of the Agreement.

17.4 No single or partial exercise or failure or delay in exercising any right, power or remedy by either party shall constitute a waiver by that party of, impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

17.5 No express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third parties) Act 1999 by any person who is not a party to it.

17.6 Joint and several liability

- (a) where any liability or obligation is undertaken by two or more persons, the liability or obligation of each of them shall be joint and several;
- (b) the release or compromise in whole or in part of the liability of or grant of any time or indulgence to any one or more of joint and several obligors shall not affect the liability of the other or others.

### 18. IP rights and confidentiality

18.1 All rights in the design, specification, plans or drawings contained or accompanying this Connection Offer belong to and remain with WPD and shall not be used by the Customer or any other person without WPD's written consent.

18.2 All data and information acquired or reviewed by the parties in connection with this Connection Offer is confidential and shall not be divulged to any third party without the prior written consent of the other party except insofar as may be required by law.

### 19. Notices

19.1 Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first class post, prepaid recorded delivery or facsimile to the address of the party as set out in this Agreement or as otherwise notified in writing from time to time.

A notice shall be deemed to have been served:

- (a) at the time of delivery if delivered personally;
- (b) 48 hours after posting; or
- (c) 2 hours after transmission if served by facsimile on a Business Day prior to 3 pm or in any other case at 10 am on the Business Day after the date of despatch.

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

### 20. Governing law and jurisdiction

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

Please return this notice to WPD at:-  
**Trevenson Lane, Pool, Redruth, Cornwall TR15 3RF**

**WPD Enquiry Reference: 3629741**

**NOTICE OF COMPLETION OF UNMETERED ELECTRICAL INSTALLATION  
 (TO BE COMPLETED BY THE INSTALLER)**

**Name of registered Electricity Customer:** .....

**Work Site Address:** **HV diversion Old Town, St Marys, Isles of Scilly, TR21 0NL**

**SUPPLY NUMBER (MPAN CORE)** ..... **Telephone No:** ..... **Mobile:**.....

**Name of Highway Authority Authorising Officer:**..... **Signature** .....

Installation	Tick:
New Permanent Unmetered Connection/s	<input type="checkbox"/>
Temporary Unmetered Connection	<input type="checkbox"/>
Change of Load to existing Exit Point	<input type="checkbox"/>
Service Alteration	<input type="checkbox"/>
Earthing – Connection only / Request for PME	<input type="checkbox"/>
Rewire/ Test & Connect	<input type="checkbox"/>

**ENTER LOAD DETAILS OVERLEAF**  
**ENTER LOAD DETAILS OVERLEAF**  
**ENTER LOAD DETAILS OVERLEAF**

**Other Information:**

**Phases (1,2 or 3) :**

**METHOD OF EARTHING PROVIDED:**

(PLEASE TICK ONE)

WPD EARTHING TERMINAL OTHER EARTHING TERMINAL

- PROTECTIVE MULTIPLE EARTH (TN-C-S)
- CABLE SHEATH EARTH (TN-S)
- OVERHEAD WIRE (TN-S)

- Residual Current Device. Rated tripping current .....mA
- Fault Voltage Operated Device (existing installations only)
- Direct Earthing (Use of a water main will only be accepted for existing installations. Customers are advised NOT to rely upon a water main earth; A WPD terminal or RCD should be used.

A MINIMUM OF 5 WORKING DAYS NOTICE IS REQUIRED BEFORE DE-ENERGISING / RE-ENERGISING A CONNECTION TO AN EXISTING SERVICE

**Is a site visit required by WPD to de-energise/re-energise the connection to the existing service?**

**YES/NO** (Please delete) **Preferred Date:**.....**AM/PM** (Please Delete)

**IT IS THE RESPONSIBILITY OF THE INSTALLER TO ENSURE COMPLIANCE WITH THE CURRENT EDITION OF THE IEE WIRING REGULATIONS.**

Compliance with the IEE Wiring Regulations (British Standards BS 7671) will ensure that the relevant requirements of Regulations 8(4) and 25 of the Electricity Safety, Quality and Continuity Regulations 2002 are fulfilled.

**Declaration:**

I certify to the best of my knowledge and belief that the installation summarised above complies at the time of my test with the current edition of the IEE Wiring Regulations (British Standards BS 7671). Where appropriate the installation complies with the requirements for Protective Multiple Earthing. Except for tests which cannot be completed before the electricity supply is connected, the installation has been tested in accordance with the requirements of Part 7 of the IEE Wiring Regulations and has satisfactorily passed the tests specified therein. The remaining tests will be carried out by me as soon as possible after the connection of the electricity supply.

<b>Signature of Installer</b>	<b>Date:</b>
<b>Name (Printed)</b>	
<b>Address:</b>	
	<b>Post Code</b>
<b>Telephone No:</b>	<b>Mobile</b>
<b>WPD CONNECTION MADE BY</b>	<b>Date</b>



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