

Offer Letter

Liskeard Town Council,
 3-5 West Street
 Liskeard
 Cornwall PL14 6BW

Western Power Distribution
 Lostwithiel Road
 Bodmin
 Cornwall PL31 1DE

WPD Telephone No 01208 892245

Dear Liskeard Town Council,

Request for Electricity Connection Works at Westbourne Gardens, Dean Street, Liskeard, PL14 4AE

Our Reference 2953594 / 1108741 / 1

Dated 21 December 2017

We are pleased to provide a quotation for works at the above address. Our charge for the connection work is shown below. If you wish to accept this Offer, you can either return the attached "Letter of Acceptance" or, if you already have log-on details, use our online connections portal. Once you have accepted we will contact you to arrange a date for the work to be carried out. When planning your work you need to allow 5 weeks notice for our works.

Payment may be made by cheque, over the telephone, via internet banking or through the online connections portal. For further details please refer to the enclosed Payment Options section. When we have received your payment we will issue you with a "supply number" MPAN. You will need to use this number to register your connection with an Electricity Supplier.

A break down of the Connection Charge should be enclosed with this Offer. If you have not received one and you want to assess the accuracy of the Connection Charge please contact the sender who will arrange for a copy of the break down to be sent to you.

In the meantime, if I can be of any other assistance or if you are not satisfied with this Offer please contact me on the number(s) above or e-mail me on mcasson@westernpower.co.uk. If after discussion, you and I are unable to reach agreement, please refer to clause 25 of the General Conditions for further advice relating to disputes. Our complaints procedure is also available on our website www.westernpower.co.uk

Yours sincerely

Martin Casson

Connection Charge	
Charge for Contestable works	4571.04
Charge for Non-contestable works	1403.50
Vat at 20.00%	1,194.91
Total	7169.45

It is possible for you to get someone else to quote for the contestable part of the works

Your Supply will have the following electrical characteristics			
Voltage	Phase	Agreed Capacity	Earthing
230V	Single Phase	10 kVA	NONE

Where WPD provides an earth, the earth loop impedance will not exceed 0.8Ω (0.35Ω for PME)

The Maximum prospective short circuit current is 16kA (25kA for multi phase)

The supply frequency will be 50 Hertz



Description of Western Power Distribution Works

As per site visit.

To excavate outside of Dean Terrace (as per enclosed plan) and install new road crossing towards Westbourne Gardens. To continue with trench in pavement towards entrance of Gardens and terminate service in agreed meter position. All Highways excavations and traffic management to be provided by WPD. All on site excavations to be provided by your developer.

Preparatory Works by you and Additional Conditions

Provide suitable service trench from site boundary towards agreed meter position. provide suitable fixing point for meter/service termination. Provide suitable earthing arrangements.

Additional Costs

The connection charge has been calculated on the basis of WPD's current charge-out rates and the information available to WPD at this time, and excludes any necessary additional costs that may arise in carrying out the Works ("Additional Costs"), where such costs were not reasonably foreseeable and/ or could not have reasonably been calculated by WPD at the time the Offer was made. Any Additional Costs will be payable by the Customer either by way of an adjustment to the connection charge or as an additional charge. In the event that Additional Costs arise, WPD will notify the Customer of them as soon as reasonably practicable and will require the Customer to confirm (within such timescale as WPD considers reasonable in the circumstances) whether it consents to the Additional Costs being incurred. Where the Customer does not consent to the Additional Costs being incurred or fails to respond within the timescale given, and in the absence of any agreement to the contrary, the Customer shall be deemed to have terminated the Offer in accordance with clause 16, and the termination notice period shall commence on the date on which consent was refused, or on the date on which the notice period for response expired, as applicable.

Additional Costs may include (by way of example and without limitation) costs arising out of: overtime payments incurred as a result of any request by the customer to carry out the Works outside of regular working hours; the availability of the proposed cable/ overhead line routes; compliance with any requirements of a Highway Authority including the Traffic Management Act 2004 and any permit scheme made thereunder; and the diversion of any existing apparatus that is required to allow WPD to make the connection; and the requirement to excavate and/ or lay cable to an abnormal depth.

Payment options

Please note that generally we can only take payment from the person to whom the Offer was made and accepted. There are several methods by which payment can be made:

Telephone

We accept most major credit & debit cards (charges may apply). Please note, for security reasons, the person making the call must be the registered card holder. Please call 01752 502187, Monday - Friday 9am until 5pm, and have your card and enquiry reference and/or account number and invoice number ready.

Cheque

Cheques should be made payable to Western Power Distribution and posted to Western Power Distribution, AR Payments Team, PO Box 231, Elliott Road, Plymouth, PL4 0YU.

Please ensure the enquiry reference and/or account number and invoice number is written on the reverse of the cheque.

Internet Banking/Bank Transfer (BACS)

You can also make a payment from your bank account using the following details:-

- Account Name:- Western Power Distribution

- Bank Account Number:- 22410923

- Sort Code:- 40-14-13

- Reference:- Please quote the enquiry reference and/or account number and invoice number (your account number is in the format of 1 letter and 5 numbers e.g. D12345. Your invoice number is in the format of 2 letters and 8 numbers e.g. DP00123456. Your enquiry/Offer reference can be found at the top of this Offer Letter or Letter of Acceptance).

Online

If you have already received your log-on details you will be able to accept and pay online via our Connections Portal. If you don't have a log-on facility you can still request one. Please contact us if you would like this option. We accept most major credit and debit cards (charges may apply).

WESTERN POWER DISTRIBUTION ("WPD") SPECIFIC CONDITIONS FOR CONNECTION WORKS

These Specific Conditions must be considered in conjunction with the General Conditions for Connection Works and any additional Specific Conditions provided on the Offer Letter or the Alterations Application Form.

SERVICE TERMINATION AND METERING

The exit point and metering will be at an agreed position, normally in an external meter cabinet. The exit point will be the outgoing terminals of WPD's fused cut-out or as otherwise defined. The meter tails and metering equipment will be the responsibility of the meter operator. The responsibility for the installation beyond the outgoing terminals of the meter is that of the Customer/Developer.

STORES

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 Western Power Distribution

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.

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 Road and Street Works Act 1991.

ELECTRICAL DISTURBANCE

WPD's proposals and charge are based on the Customer not installing any equipment likely to cause disturbance to WPD's distribution system or other customers.

METER TAILS

The meter tails presented for connection must be clearly marked to indicate polarity (and phase colour where appropriate). Individual earthing conductors and main equipotential bonding conductors must be marshalled at a customer's main earthing terminal and only one main earthing conductor presented for connection to the WPD main earthing terminal. Where more than one set of tails is presented for connection due to tariff variations, each set must be clearly identified and only one set of tails presented for each tariff.

EARTHING

The Customer/Developer 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 shall be provided by WPD for a temporary connection and the installer should provide an RCD.

PHASE BALANCE

Where the connection is provided in two or more phases the customers load shall, as far as is reasonably practical, be balanced.

EXCAVATION AND DUCTS

Unless specifically included in the cost calculation, 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.

SERVICE TUBING

Without charge to WPD the Customer/Developer will, where agreed by prior arrangement, install suitable 38mm internal diameter WPD approved tubing from the service position to the footpath or verge etc. as shown on the plan. Where an internal meter position is agreed a 500mm slow bend entry should be installed at the meter position. A draw cord should be incorporated and the end marked for ease of location. There should be a minimum of 520mm cover in the roadways and 450mm cover in pavements and private land.

STANDARD METER CABINETS

Where agreed by prior arrangement and without charge to WPD, the Customer/Developer will install and maintain a flush or surface mounted single phase meter cabinet to WPD specification into the structure of each dwelling at the agreed position. The cabinet will only house the service termination, metering equipment and isolation switch (if fitted). 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 hockey stick therefore no gas, water or telecom termination equipment must be installed below it.

CUSTOMERS INSTALLATION

It is the Customer's responsibility to ensure that the electrical installation to which the Customer requires an electricity connection from WPD is installed in such a manner that it will comply with Regulations 8(4) and 25 of the Electricity Safety, Quality and Continuity Regulations 2002 ("Regs. 8(4) and 25") immediately prior to energisation. The customer must grant WPD access to check compliance with Regs 8(4) and 25 when requested to do so.

ISOLATING SWITCH OPTION - where the Meter Operator allows WPD to provide this service.

1. It is the Customer's responsibility to ensure that the electrical installation in each property to which an electricity supply is required from WPD is installed in such a manner that it will comply with Regulations 8(4) and 25 of the Electricity Safety, Quality and Continuity Regulations 2002 ("Regs 8(4) and 25") immediately prior to energisation.
2. By accepting the terms of WPD's offer the Customer confirms that it fully understands the requirements of Regs. 8(4) and 25.
3. The Customer must ensure that the electrical installation in the property is carried out by a competent electrical installer (the "Installer") and that the Installer provides the Customer with an Electrical Installation Certificate prior to energisation and complies with the Connection Procedure for Electrical Contractors.
4. The Customer must ensure that the Installer is bound by similar conditions in his contract with the Customer which have the same effect as these conditions 1 to 6.
5. The Customer must grant WPD access to check compliance with Regs. 8(4) and 25 when requested to do so.
6. The Customer must at WPD's request and at the Customer's cost provide documentation and any other information necessary to enable WPD to check that the Customer has complied with its obligations as set out in WPD's Offer.

ALTERATION OF METER POSITION

When a connection is made at the new meter position the existing service cable will be disconnected at the old position. It is the customer's responsibility to have installed suitable private sub-mains as required, complete with tails ready for connection.

NEW CONNECTION WORKS

The final connection is part of the "non contestable" works that can only be done by WPD. Other works such as the provision of materials to the job specification, trenching and other construction work is 'contestable'. This work can be carried out by WPD but could also be done by an agreed contractor employed by the customer/developer. In that case, following satisfactory final testing and connection, the ownership of the assets will be transferred to WPD who will be responsible for their ongoing operation repair and maintenance. An adoption agreement for this purpose would be entered into which includes a 2 year guarantee period and insurance provision. More detailed information is given in a guide and Customer Handbook available on request.

**WESTERN POWER DISTRIBUTION ("WPD")
GENERAL CONDITIONS FOR CONNECTION WORKS ("the Conditions")**

1. These Conditions relate to the design, installation, reinforcement and alteration of WPD's connection equipment (being the equipment and plant which form WPD's electricity distribution system) ("the Connection Equipment") and other related matters ("the Works") at the premises to be connected ("the Premises"). WPD's offer for electricity connection Works ("the Offer") shall comprise the offer letter sent by WPD to the Customer, the Specific Conditions for Connection Works and these general conditions for Connection Works (together with any attachments). For self-quoted alterations, the completed application form, cost calculator and relocation drawing replace the Offer. Once accepted by the Customer, these documents will form WPD's contract with the Customer.

2. WPD shall use its reasonable endeavours to obtain all necessary easements, leases and consents in respect of any adjacent land to the Premises which is necessary to carry out the Works. If WPD is unable to obtain all the necessary consents then it may propose alternative routes for the Works which shall, together with any revised charges, be agreed with the Customer as soon as is reasonably practicable. WPD may, in its discretion, carry out the Works if it has obtained a wayleave to carry out the works in lieu of any easement. The acquiring of a wayleave shall not diminish the duties and obligations on the customer.

3. The Customer, as occupier of the site agrees to except and reserve out of the transfer/conveyance/lease to the purchaser/lessee of the premises full right and liberty for WPD to place electric lines through the property and to use the same provided WPD shall make good any damage caused and shall not break open the surface of land covered by a building.

4. The Customer, as owner/occupier of the site, agrees to 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, install and maintain its plant and apparatus on the site.

5. The Offer is open for acceptance for 90 days after which it will automatically expire. The Offer is made on the condition that the works are completed within 90 days of the date of acceptance. Should the works be incomplete after 90 days, WPD reserve the right to withdraw or amend this Offer.

6. WPD may, in its discretion, not commence the Works on the agreed date in the following circumstances:

(a) if the Customer fails to provide suitable and adequate access to the Premises, or has failed to complete any necessary civil works, civil engineering or building work.

(b) where there is a distribution system emergency.

(c) if all the necessary permissions have not been granted to WPD.

in which event WPD shall agree with the Customer a new commencement date for the Works. For the avoidance of doubt WPD shall not be in breach of these Conditions due to the circumstances listed in this clause 6.

7. In addition to its obligations in clause 6(a) 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 any special terms for connection specified by WPD.

(c) take all steps necessary to ensure the safety of WPD, its employees, contractors and agents while carrying out the Works.

8. The Customer warrants that either it is the owner and/or occupier of, or has legal entitlement to possession of the Premises and that it can fulfill its obligations as set out in these Conditions or it will procure the necessary rights from the landowner for WPD to carry out the Works.

9. 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 are not responsible, or due to alterations to the layout of the development, WPD will not be in breach of these Conditions and any additional cost reasonably incurred by WPD in consequence thereof shall be added to the charges set out in the Offer.

10. The property in the Connection Equipment shall remain with WPD unless stated otherwise in the Offer and WPD may use it to connect its other customers.

11. The connection charge is set out in, and may be subject to change as described in, the offer letter. The connection charge is due on the date the offer letter is accepted by the Customer and must be paid within 28 days of becoming due by one of the methods set out in the offer letter. WPD shall connect/energise the Works only once the connection charge has been paid. For self quote alterations the Customer must return full payment with the application. In the event that additional works are necessary to complete the alteration these shall be agreed with the Customer prior to completion and payment must be made within 28 days of the works date. Should the Customer fail to agree to the additional works required they shall be deemed to have cancelled their request for an alteration and any monies paid shall be refunded.

12. Customers seeking an electrical connection from WPD may be asked for security before work is carried out.

13. WPD will use all reasonable endeavours to complete the Works by any specified or requested date, but each such date is to be treated as an estimate only and time shall not be of the essence.

14. A Customer may accept an Offer either online via the connections portal (if the Customer has selected this option) or by signing and returning the letter of acceptance sent with the Offer. As soon as reasonably practicable after WPD has received the Customer's acceptance of the Offer, WPD shall agree a date for the commencement of the Works with the Customer.

15. A Customer who is acting as a consumer (meaning 'acting for purposes wholly or mainly outside of their trade, business, craft or profession') may cancel any Offer within 14 days of acceptance without giving any reason ("Cooling-Off Cancellation Right"). Subject to the following:

(a) The Cooling-Off Cancellation Right will expire 14 days from the date on which the Offer is accepted.

(b) The Customer acknowledges that they may not cancel the Offer if the Works have been fully performed.

(c) To exercise the right to cancel, the Customer must inform WPD of its decision to cancel by a clear statement (e.g. a letter sent by post, fax or email).

(d) To meet the cancellation deadline, it is sufficient for the Customer to send their cancellation communication before the cancellation period has expired.

(e) If the Customer requested WPD to commence the Works during the cancellation period under clause 13 of these Conditions and the Customer subsequently exercises its Cooling-Off Cancellation Right, the Customer shall pay WPD an amount which is in proportion to what has been performed until the time that the Customer communicated its cancellation to WPD, in comparison with the total connection charge.

16. The Customer may terminate the Offer at any time on 14 days' prior written notice to WPD, provided that the Customer has paid all actual costs incurred by WPD in carrying out the Works up to and including the date of termination. Without prejudice to any right or remedy WPD may have against the Customer for breach or non-performance of these Conditions WPD may, by notice in writing, suspend or cancel the Works with immediate effect on or at any time after the happening of any of the following events:

(a) the Customer commits a breach of these Conditions provided that where such breach is capable of remedy the Customer has been advised in writing of the breach and has not rectified it within 30 days of receipt of such advice.

(b) the Customer: is (i) wound-up or dissolved; (ii) an administration order is made; (iii) a receiver or an administrative receiver is appointed over, or the taking possession or sale by an encumbrance of any of its assets; (iv) an arrangement or composition being made with its creditors generally; (v) ceases to do business of any time for 30 consecutive days.

(c) if WPD is unable for any reason to commence the Works within 2 months from the date of the Customer's acceptance of the Offer.

17. In carrying out the Works WPD will accept unlimited liability for death or personal injury caused by the negligence of WPD and limited liability for physical damage to the Customer's tangible property resulting from WPD's negligence limited to an amount equal to £1,000,000.

18. Where the Customer cancels the Offer in accordance with clauses 15 or 16, then WPD will reimburse all payments received (less any amounts that WPD may retain pursuant to clauses 15 or 16) within 14 days of the day on which WPD are informed about the decision to cancel, using the same means of payment as used for the initial transactions unless expressly agreed otherwise, as set out in the offer letter. The Customer will not incur any fees as a result of the reimbursement.

19. Save as provided for in clause 16 WPD will not be liable for any loss or damage:

(a) to the Customer's property.

(b) any defect malfunction or otherwise in the Customer's electrical equipment.

(c) for defects in WPD's Connection Equipment and/or WPD's distribution system which are a result of any works having been carried out by the Customer.

(d) any loss of profit, business, contract, revenues, reputation, customers, use of software or data, computer or other equipment and plant, wasted management/staff time, loss or liabilities in any other contract, goodwill or anticipated savings.

(e) any special or indirect loss.

(f) loss arising from any claim made against the Customer by any other person.

20. WPD shall not be liable for and the Customer shall indemnify WPD from and keep WPD fully indemnified against all proceedings, claims, demands, costs, charges, expenses in relation to death or personal injury or loss or damage arising directly or indirectly out of the Customer's or its employees, contractors and agents breach, negligent performance or failure in performance of obligations as set out in the Offer.

21. Neither party shall be liable to carry out any of its obligations under these Conditions due to circumstances beyond its reasonable control.

22. To the extent that any provision of these Conditions is found by any court or competent authority to be invalid, unlawful or unenforceable this will not affect the enforceability of the remainder of the Conditions.

23. No delay by either party in enforcing the provisions of these Conditions shall be deemed a waiver of that party's right to enforce that provision.

24. No person who is not a party to the agreement between the Customer and WPD shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

25. If a dispute arises out of or in connection with the Offer or any contract, the parties agree to try in good faith to resolve the dispute through negotiations between the Customer and WPD's Distribution Manager. Upon such notification of a dispute a meeting must be held between the Customer and the WPD Distribution Manager within 21 days. If we are unable to resolve your complaint, you will have the right to refer the matter to the Ombudsman Services: Energy for a decision. This is a free and independent dispute resolution service. Should you wish to pursue this route please contact Tony Taylor, Information Centre, Avonbank, Feeder Road, Bristol BS2 0TB, telephone number 0117 933 2081, who will advise you of the correct procedure.

26. The parties agree that the Offer will be governed by and construed in accordance with English law and to irrevocably submit for all purposes to the exclusive jurisdiction of the courts of England and Wales.

LETTER OF ACCEPTANCE

M Unit:	1287
Acc No:	8190
Product:	5713
Project:	

FROM:

Liskeard Town Council,
3-5 West Street
Liskeard
Cornwall PL14 6BW

TO:

Accounts Receivable Section
PO Box 231 Elliott Road
Plymouth
Devon
PL4 0ZZ

Request for Electricity Connection Works at Westbourne Gardens, Dean Street, Liskeard, PL14 4AE

Offer Reference 2953594 / 1108741 / Dated 21 December 2017

I accept the terms and conditions set out in this Offer and accompanying Specific and General Conditions for Connection Works.

Payment

I understand that payment for WPD's works (£7169.45) is required following acceptance of this offer in accordance with the General Conditions for Connection Works.

Reimbursement

I understand that any payment of my Connection Charge made on my behalf and quoting my reference number shall be deemed by WPD to have been made by me but that, in the event that I cancel this offer and any reimbursement is due pursuant to clause 18 of the General Conditions for Connection Works, WPD will reimburse such elements of that Connection Charge that are due using the same means of payment used for the initial transactions (unless expressly agreed otherwise), and may not therefore be made to me. In doing so, I understand and agree that WPD shall discharge in full any obligation to reimburse me as a result of that cancellation.

Duration of Offer

The Offer is open to acceptance for 90 days after which it will automatically expire. The Offer is made on the condition that the works are completed within 90 days of the date of acceptance. Should the works be incomplete after 90 days, WPD reserve the right to withdraw or amend this Offer.

Electricity Supplier

I understand that a new electricity connection cannot be used until an electricity supplier has been appointed and that the supplier will install metering unless I have appointed a meter operator directly.

Preparatory Works

I understand that all the preparatory works need to be completed before WPD can commence the works. For this supply the preparatory works which I need to complete are:

Provide suitable service trench from site boundary towards agreed meter position. provide suitable fixing point for meter/service termination. Provide suitable earthing arrangements.

ACCEPTANCE

Print Name: _____

Signature: _____ Date: _____

Address for receipt (if different) _____

If Signing for a company, state position and company

Name _____