

St John The Baptist The Park Keynsham Bristol BS31 2BL Avonbank Feeder Road St Philips Bristol BS2 0TB 01179 332322 jastone@nationalgrid.co.uk

**NGED Reference**: 5120732 09/05/2024

### Dear MR LAURIE COLEMAN

A Connection Offer for electricity connection works by National Grid Electricity Distribution (South West) plc Registered in England and Wales No. 2366894 ("NGED") at 1 The Park, Keynsham, Bristol, BS31 2BL.

Thank you for your application requesting A Connection Offer electricity connection at the Premises and/or provide network infrastructure to supply future connections within a development area. I am pleased to provide NGED's formal offer to you to provide the Proposed Connection(s) and/or, (as relevant) the Proposed Infrastructure offer for the reservation of capacity for a development at the Premises.

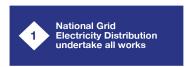
All capitalised words and expressions used in this Offer Letter shall, unless otherwise defined in this Offer Letter or the context otherwise provides, have the same meaning as set out in Part D of this Offer and the General Conditions for Connection Works.

The terms and conditions on which NGED will carry out the Works you require are set out in Parts A to D of this Offer and General Conditions for Connection Works. Please ensure that you read both documents carefully.

# **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 NGED 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. The Connection Charges are set out below:



£8,829.43 (exc vat)



£704.00 (exc vat)

If you want NGED to undertake both the Non-contestable Connection Works and the Contestable Connection Works you should accept Option 1. If you want NGED to undertake only the Non-contestable Connection Works you should accept Option 2.

# This Offer has been divided into the following sections;











### Also included with this offer:

- Customer breakdown of charges
- Health & Safety Questionnaire
- Cost of Legal Fees Statement
- Land Rights Summary Guide
- CiC Leaflet
- Confirmation of Appointment

# We are here to help:





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.

Conditions relating to the Charge and associated Payment Terms can be found in Part C of this Offer.

Unless otherwise specified the terms and conditions set out in this Connection Offer shall apply equally to both options. More information regarding Competition in Connections can be found on our website at: https://connections.nationalgrid.co.uk/competition-in-connections-code-of-practice

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

### Summary of the electricity connection requirements

Disconnection of existing single phase supply and upgrade to new 100kVA CT Panel.

### Summary of the reinforcement required

None

In the event that NGED determines to procure flexibility services in lieu of undertaking the relevant reinforcement works, then NGED shall notify the Customer of the same, and confirm any changes to the terms of connection as a result, including any proposed change to the Curtailment End Date / Reinforcement end date.

# **Summary of the Customer Works**

Customer to complete some onsite excavations and provide new cable entry hole into church. Customer to ensure sufficient wall space for new CT panel

From 1 April 2024 customers seeking quotations for connections greater than 250kVA, and the highest voltage of works is at HV, will be required to pay the Assessment & Design (A&D) Fees when the Connection Offer is issued, rather than at the time of acceptance.

For more information see our website: https://connections.nationalgrid.co.uk/larger-connections-charging

# Interactivity

If NGED receives a separate application for a connection which makes use of the same part of our **Existing Network**, or **Committed Network** as the proposed development and, due to network constraints and the amount of capacity available on the Distribution System, NGED determines that it cannot accommodate the proposed development 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". If NGED becomes aware that this Connection Offer might become interactive, NGED will, where possible, send you a **Notice of Potential Interactivity.** 

If this Connection Offer does become interactive, NGED will send you a **Notice of Interactivity** which will confirm that this Connection Offer is interactive, provide details of any changes to the terms of the Connection Offer and inform you of any revised process for accepting your offer.

Because of the order in which your application was received by NGED, if your Connection Offer does become interactive, your application will take priority and, provided you accept the Connection Offer before the end of the period for acceptance in accordance with the terms of the Connection Offer (as may be amended and varied by a **Notice of Interactivity**), then your Connection Offer will not be conditional upon whether any other applicants accept any **Interactive Connection Offers** issued to them.

Note that if there are more than 30 days of the existing acceptance period for your Connection Offer remaining from the date of any **Notice of Interactivity**, your acceptance period will be reduced to 30 days from the date of the notice.

If you receive a **Notice of Interactivity** and there are 30 days or less of the existing acceptance period for your Connection Offer remaining, the existing acceptance period will continue to apply.

Where a **Notice of Interactivity** is issued, NGED will not grant an extension to any period for acceptance of your Connection Offer under any circumstances.

It is important to note that, if you do receive a **Notice of Interactivity**, in addition to any changes that this will result in to your acceptance date, your acceptance will also be conditional upon payment (in cleared funds and notwithstanding any other provision of this Connection Offer or as set out on any invoice) of the Initial Payment (if any) set out in Part C of this Connection Offer or (where a single payment is provided for in Part C) the entire Connection Charge by the expiry of the acceptance period. You will also need to sign and return the acceptance form enclosed with such **Notice of Interactivity** for your acceptance to be valid.

Further information in relation to interactivity (including the meaning of the emboldened terms used in this section) is set out in NGED's Interactivity Process Guide, which is available from NGED's website www.nationalgrid.co.uk.

### **General Conditions for Connection Works**

As well as the documents enclosed with this Offer Letter, the Works Offer also incorporates and is subject to Version 7 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://connections.nationalgrid.co.uk/types-of-connection-offer. 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 NGED may terminate the Connection Offer. They also set out details of NGED'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.

### **Acceptance**

If you would like to accept this Connection Offer please return the following completed documents to NGED 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 NGED do not receive these documents by **07/08/2024**.

Once NGED have received the documents set out above, subject to any provisos set out in the Connection Offer, NGED 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 NGED shall be formed when we date the Acceptance Form. NGED reserve the right to withdraw the Connection Offer on written notice at any time prior to formation of the Agreement. Unless otherwise agreed with NGED 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 NGED as set out in clause 13.3 of the General Conditions for Connection Works you will be liable for any reasonable costs incurred by NGED as a result as set out in that clause.

### **Data Protection**

NGED take data protection very seriously - details of:

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

can be found on NGED's privacy policy, which can be viewed via the link below. Alternatively, we can send you a copy on request.

https://www.nationalgrid.co.uk/Privacy-Policy.aspx

### **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: **Stephen Blackwell on 01179 332145**. If, following discussion with **Stephen Blackwell**, we still cannot reach an agreement please contact the Complaints Department on 0800 055 6833 or email complaints@nationalgrid.co.uk. Our complaints procedure is available on our website: https://www.nationalgrid.co.uk/contact-us/contacting-national-grid-electricity-distribution/complaints

If we are unable to resolve your complaint, you will have the right to refer the matter to the independent dispute resolution service, the Energy Ombudsman, 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,

Jack Stone Planner Bristol South

National Grid Electricity 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 NGED and shall not be used or disclosed by the Customer or any other person without NGED's written consent.

All data and information acquired or reviewed by the parties in connection with this Works 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.

### A.1. - Basis of the Connection Offer

### A.1.1 - Proposed Development

**A.1.2 -** NGED understands that, based on current information provided by the Customer, including within the Customer's connection application, the proposed Customer's proposed development will comprise of the details as set out in this section A:-

### A.2. - Proposed Connection(s)

### A.2.1 - The characteristics of the Proposed Connection(s)will be:

Nominal Voltage at Connection Point	230 / 400 Volts
No of Phases	Three Phase
Nominal Frequency	50 Hz
Maximum Export Capacity	0 kVA
Maximum Import Capacity	100 kVA
Earth Provided by NGED for Customer's Use	PME / TN-C-S
External Earth Loop Impedance	Not Exceeding 0.47 Ohms
<b>Maximum Prospective Short Circuit Current</b>	25.9 kA
Acceptable Power Factor for Export Capacity	0.95 with a reactive power tolerance of +/- 0kVAr
Acceptable Power Factor for Import Capacity	0.95 lag to unity with a reactive power tolerance of +/- 5kVAr

# A.2.2 - Supply Specification for the Proposed Development

- **A.2.3** 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.
- **A.2.4** 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 NGED is prepared to make available. NGED accepts no obligation to provide capacity in excess of this. Further information is provided in NGED's Statement of Methodology and Charges for Connection.

### A.3. - Point of Connection

**A.3.1 -** The Point of Connection to NGED's existing Distribution System will be Existing LV 0.1 5c in footway. as shown on plan 5120732 dated 09/05/2024 showing NGED's existing Distribution System, Point of Connection, location and Premises.

### A.4. - Connection Point

**A.4.1** - 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.



#### A.5. - Network Constraints

**A.5.1 -** Whilst NGED will endeavour to minimise any disruption, NGED 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).

### A.6. - Outline of the Connection Works

### A.6.1 - Subject to wayleaves/consents

**A.6.2** - This Connection Offer provides the Customer with two mutually exclusive options for the Connection Work.



The first option is for NGED to undertake both the Non-Contestable and the Contestable Connection Works.

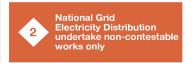
**A.6.3 -** NGED will provide the Proposed Connection(s) by performing the following Non-contestable and Contestable Connection Works:

# Non-contestable Connection Works undertaken by NGED

Design and assessment

# Contestable Connection Works undertaken by NGED

- Cable jointing and terminations including supply and installation of new CT panel.
- Cable supply and lay
- Onsite excavations and reinstatment including traffic management



The second option is for NGED to undertake only the Non-Contestable Connection Works.

**A.6.4 -** NGED will provide the Proposed Connection(s) by performing the following Non-contestable and Contestable Connection Works:

<b>Non-contestable Connection Works</b>
undertaken by NGED

Design and assessment

# Contestable Connection Works undertaken by NGED

None

**A.6.5 -** Under Option 2, the Customer or the Customer's appointed Connection Provider, shall at no cost to NGED, undertake the following;



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

- Design and construct the Contestable Connection Works from the Point of Connection.
- Where NGED is to adopt any of the Contestable Connection Works, arrange legal documentation (wayleave, easement, lease or transfer as applicable to the site and NGED policy) to be completed in NGED's name prior to adoption of the equipment by NGED.

# The following terms and conditions apply exclusively to option 2;

# A.7. - Design Approval

- **A.7.1** The Customer (or their Connection Provider) is required to provide NGED with all information relating to the design of its or their Contestable Connection Works in order to confirm suitability for Adoption by NGED. NGED 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 NGED. Part or incomplete designs will not be accepted as a valid design submission. Where NGED does not consider the submission to be full and comprehensive, NGED will inform the Customer / Connection Provider that the submission has been rejected.
- **A.7.2** The Customer should refer to and comply with the requirements laid out under NGED'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 NGED Technical Information Website.
- **A.7.3** Where reasonably practicable the design submission shall be in electronic format. On receipt of a full design submission, NGED 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 NGED may levy additional charges for considering subsequent design submissions.

# A.8. - Inspections

**A.8.1 -** NGED 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 NGED 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 NGED's Statement of Methodology & Charges.

### A.9. - Adoption Agreement

- **A.9.1** 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 NGED 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.lrga.com
- **A.9.2 -** The Customer (or their appointed Connection Provider) must comply with all appropriate legislation, national standards, technical/engineering recommendations, NGED specifications for design, planning, materials, installation and recording of the Contestable Connection Works. Further information is available on request and via the NGED Technical Information Site.
- A.9.3 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 NGED's Framework Network Access and Adoption Agreement, which sets out the terms and conditions upon which NGED shall Adopt the assets installed by the Customer (or the Customer's appointed Connection Provider). NGED 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 Option 1 and Option 2;

The Customer shall	provide and install,
at no cost to NGFD	

 Customer to complete some onsite excavations and provide new cable entry hole into church.
 Customer to ensure sufficient wall space for new CT panel

### A.10. - Preparatory Works

**A.10.1 -** Any preparatory works carried out by the Customer should be undertaken in accordance with our guidance on https://connections.nationalgrid.co.uk/post-acceptance-guidance

#### **A.11. - Stores**

**A.11.1 -** Where the Customer wishes NGED to supply any meter cabinets, ducts and/or service tubing (less draw cords) and the cost of these items have not already been included within the Charge, these may be purchased by arrangement with NGED's local stores office.

**A.11.2 -** Our stores office locations and can be found on our website via the following link:

https://connections.nationalgrid.co.uk/types-of-connection-offer

### **A.12. - Safety**

**A.12.1 -** Information and guidance on working in the vicinity of NGED equipment can be found on our website via the link below;

https://connections.nationalgrid.co.uk/post-acceptance-guidance

### A.13. - Customer Installation and Proposed Connection(s)

**A.13.1 -** 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 NGED or as otherwise required by NGED.

**A.13.2 -** Without prejudice to any other provision in this Connection Offer, if the final detail of the Proposed Connection(s) and Customer Installation (including where confirmed to NGED 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 NGED) or if the Detailed Information provided pursuant to the Milestones clauses (Section B), modifies or deviates from, or have any other impact on, the physical or electrical characteristics of, the Proposed Connection(s) as confirmed to NGED prior to issuance of this Connection Offer, including where any additional works are identified as being required:

- (a) in respect of any earthing pursuant to the clause headed 'Earthing' below
- (b) in respect of any system protection pursuant to the clause headed 'System Protection' below,

**A.13.3 -** NGED may, at its sole option, terminate (with immediate effect by notice) the Agreement or require a variation to the Agreement, including the Connection Charge or for this Connection Offer to be reissued. Where NGED requires a variation to the Agreement (including, where relevant, the Connection Charge) NGED 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 NGED as notified to the Customer, then NGED shall have the option to terminate (with immediate effect by notice) the Agreement.



- **A.13.4 -** Where NGED requires this Connection Offer to be reissued, NGED shall give notice of such requirement to the Customer and, provided that the Customer re-applies within [twenty-eight (28) days] of the date of such notification, NGED shall issue a renewed offer for any outstanding Connection Works on the basis of the Customer's original application date and incorporating any allowable changes requested by the Customer, which may be on different terms and/or for a different charge as set out in this Agreement, including to take account of any new milestones and milestone dates. If the Customer does not re-apply within the required time periods, then NGED shall have the option to terminate (with immediate effect by notice) this Agreement.
- **A.13.5** Once final details of the Proposed Connection(s) and Customer Installation have been confirmed to NGED and the Detailed Information provided pursuant to the Milestones clauses (Section B) 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.
- **A.13.6 -** The Customer shall ensure that any voltage fluctuation or unbalance and harmonics caused by any of its electrical equipment or apparatus at or connected to the Customer's Installation does not exceed the levels laid down in National Engineering Recommendations P28, P29 and G5/5, as amended, and if appropriate, as modified by NGED.
- 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'
- G5/5 sets down the 'Limits for harmonics in the United Kingdom supply system'
- **A.13.7** 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%.
- **A.13.8 -** Where appropriate, NGED 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 G5/5, rather than allowing one connection to take the whole margin.
- **A.13.9 -** NGED will not Energise the Customer's Installation or (as relevant) complete an amended Connection Agreement until NGED is satisfied the requirements of G5/5 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, NGED will undertake Stage 2 power quality assessments under G5/5 and P28 following acceptance by the Customer of this Connection Offer.
- A.13.10 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 NGED'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 NGED. NGED 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. NGED may de-energise the Connection Point or curtail the Customer's import / export (including to zero). The Customer shall be liable for the costs of any remedial action required as a result of any electrical equipment which the Customer connects (including to the Customer's Installation and/or the Distribution System).



### A.14. - System Protection

- A.14.1 It is a condition to Energisation, and the Customer's responsibility, to ensure that:
- **A.14.2** there shall be no electrical interconnection between the proposed new electricity connection and any existing connection at the Premises.
- **A.14.3 -** 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. NGED may consider accepting tripping signals from the Customer. Each request will be considered on its merits. Where NGED agrees to accept tripping signals from the Customer, normally open volt free contacts for this purpose shall be provided by the Customer.
- A.14.4 Please note, all protection requirements shall be agreed with NGED prior to installation.

### A.15. - Earthing

- **A.15.1 -** The Customer is responsible for providing and maintaining adequate arrangements for earthing the Customer's Installation and NGED shall not be responsible for any such arrangements except in so far as any applicable regulations may place certain responsibilities on NGED and subject thereto the Customer's use of an earth terminal provided by NGED shall be at the Customer's own risk. No earth terminal will be provided by NGED for a temporary connection and the installer should provide an RCD.
- **A.15.2 -** 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.
- **A.15.3 -** 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.
- **A.15.4 -** NGED 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.
- **A.15.5 -** 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 NGED's HV switchgear and the Customer's transformer / LV system / PV panels.
  - a NGED 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 NGED's control panel and the Customer's Installation.

### A.16. - Appointing a Supplier / Meter Operator

**A.16.1** - Information and guidance around appointing supplier and meter operator equipment can be found on our website via the link below;

https://connections.nationalgrid.co.uk/post-acceptance-guidance

# A.17. - Connection Agreement

**A.17.1 -** Prior to Energisation of the Customer's Installation or (as applicable) utilisation of capacity in respect of an augmented connection the Customer or, where relevant, an end user of the Proposed Connection, must enter into a new or (as appropriate) varied written Connection Agreement with NGED.



**A.17.2 -** The new or varied Connection Agreement entered into will govern the terms and conditions under which the Customer's Installation may be connected (and remain connected) to NGED'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 NGED regardless of whether or not these changes or amendments are agreed and incorporated in the Connection Agreement.

**A.17.3** - The Connection Agreement stipulates the Maximum Import Capacity and where relevant the Maximum Export Capacity reserved for the Customers use. There are ongoing charges relating to reserving capacity on NGEDs network. Information relating to the ongoing Distribution Use of System (DUoS) Charges, can be found on our website.

https://connections.nationalgrid.co.uk/post-acceptance-guidance

# A.18. - Pass-Through of NGESO requirements

**A.18.1 -** Without prejudice to clause 5 of the General Conditions for Connection Works, NGED may be required to request a Statement of Works from NGESO in accordance with section 6.5.5, or a Modification in accordance with section 6.9 of the Connection and Use of System Code (the "CUSC") in order to ascertain the effect of the proposed generation on the transmission system. On receipt of this request, NGESO will consider, in accordance with the CUSC, whether or not a formal modification application is required. Following NGESO's consideration, should the Customer seek to make a significant change to its Proposed Connection (as described in this Agreement), NGED may be required to request a further Statement of Works or Modification from NGESO. For the purposes of this clause, an Electricity Storage Facility (as the same is defined in the Electricity Generation Licence: Standard Conditions) shall be treated as generation for the purposes of a Statement of Works or a Modification. NGESO will assess the impact of both the export and import requirements of an Electricity Storage Facility on the transmission system. The requirements of this clause apply to both the export and import requirements of the relevant Electricity Storage Facility and any fees, charges, secured amounts or any other costs or obligations shall be applicable in respect of the same

- **A.18.2 -** The Connection Charge is exclusive of all fees and/or costs charged or incurred by NGESO in relation to any Statement of Works request and/or Modification application. The Customer shall be responsible for all fees and/or charges associated with a Statement of Works request and/or Modification application and any additional fees and/or costs as required by NGESO. NGED will confirm any fees and/or costs payable by the Customer in writing as soon as practicable after NGED receives confirmation of these from NGESO and will issue an invoice for the same to the Customer which the Customer shall pay within 28 days of the date of the invoice. All fees and/or costs associated with a Statement of Works request and/or Modification application are payable by the Customer in advance of NGED submitting the Statement of Works request and/or Modification application to NGESO.
- **A.18.3 -** The Customer shall be responsible for the cost of any works required on the Distribution System as a result of the Customer's request for a connection or a related Statement of Works request and/or Modification application and accepts that:
- **A.18.3.1** the outcome of a Statement of Works request and/or Modification application (including, without limitation, any requirement for NGESO to modify the transmission system) could severely delay the anticipated date for connection and Energisation of the Premises; and
- **A.18.3.2** the order of generation schemes submitted under a Statement of Works request and/or Modification application will be based on the date of formation of the Connection Offer (that is, the date that NGED dates the Customer's signed Acceptance Form).
- **A.18.4 -** NGESO may also require works to be undertaken on the transmission system as a condition of the Customer's connection being permitted. In the event of NGESO applying charges for these works, NGED will reflect these charges in its charges to the Customer.
- **A.18.5 -** Should transmission system works be required, NGESO may apply a cancellation charge in the event that this Agreement is terminated or a reduction to the Maximum Export Capacity is agreed, which shall be payable by the Customer. NGESO may also calculate a secured amount in respect of this cancellation charge (being a percentage of the cancellation charge, which reduces at certain trigger points). NGED shall be entitled to require the Customer to provide security in respect of this cancellation charge. For the avoidance of doubt the Customer will not be required to provide security in excess of the secured amount calculated by NGESO



- A.18.6 NGED shall be entitled to terminate this Agreement if the Customer:
- A.18.6.1 fails to pay any sums falling due under this clause; or
- **A.18.6.2** when requested to do so by NGED, fails to confirm that it will pay any sums for which it is responsible under this clause.
- **A.18.7 -** Due to the cumulative impact of new connections on the distribution system NGESO has identified widespread issues on the transmission system that require mitigation. These issues are becoming evident through the Statement of Works and/or Modification responses NGED receives from NGESO. NGESO may require modifications to be made to the operating characteristics of the generator units on generator sites in some areas. This may include, without limitation, a requirement to operate at a different power factor to that proposed under the Alternative Connection Offer, to have the capability of operating within a power factor range and/or to reduce the export capability to zero at certain times. Accordingly, the Customer accepts that NGED may, at its sole option, require an amendment to this Agreement to reflect the modified operating characteristics required by NGESO and/or the revised Connection Charge. For the avoidance of doubt this may be after acceptance by the Customer of the Alternative Connection Offer. 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 NGED as notified to the Customer, then NGED shall have the option to terminate (with immediate effect by notice) the Agreement. Any modification to the operating characteristics of the Customer's generator units required by NGESO will also be reflected in the Connection Agreement governing the Premises.
- **A.18.8 -** Due to the cumulative impact of new connections on the distribution system NGESO has identified widespread issues on the transmission system that require mitigation. These issues are becoming evident through the Statement of Works and/or Modification responses NGED receives from NGESO. NGESO may require modifications to be made to the operating characteristics of the generator units on generator sites in some areas. This may include, without limitation, a requirement to operate at a different power factor to that proposed under the Connection Offer, to have the capability of operating within a power factor range and/or to reduce the export capability to zero at certain times. Accordingly, the Customer accepts that NGED may, at its sole option, require an amendment to this Agreement to reflect the modified operating characteristics required by NGESO and/or the revised Connection Charge. For the avoidance of doubt this may be after acceptance by the Customer of the Connection Offer. 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 NGED as notified to the Customer, then NGED shall have the option to terminate (with immediate effect by notice) the Agreement. Any modification to the operating characteristics of the Customer's generator units required by NGESO will also be reflected in the Connection Agreement governing the Premises.
- **A.18.9 -** NGED shall not be liable to the Customer for any modification to the operating characteristics of the generator units required by NGESO (including any reduction of export capacity arising out of or in connection with such modification), any delay in the anticipated date for connection or Energisation of the Premises, any amendment to this Agreement or revision of the Connection Charge pursuant to this clause, or any related costs, damages, expenses or losses (including, without limitation, third party losses, loss of profit or economic loss).
- **A.18.10 -** NGESO may also require works to be undertaken on the transmission system as a condition of the Customer's connection being permitted. In the event of NGESO applying charges for these works, NGED will reflect these charges in its charges to the Customer.
- **A.18.11 -** Should transmission system works be required, NGESO may apply a cancellation charge in the event that this Agreement is terminated or a reduction to the Maximum Export Capacity is agreed, which shall be payable by the Customer. NGESO may also calculate a secured amount in respect of this cancellation charge (being a percentage of the cancellation charge). NGED shall be entitled to require the Customer to provide security in respect of this cancellation charge (or part thereof).
- **A.18.12 -** In addition to its right to terminate for non-payment by the Customer under clause 12 of the General Conditions for Connection Works, NGED shall be entitled to terminate this Agreement if the Customer, when requested to do so by NGED, fails to provide any security requested by NGED or fails to confirm that it will provide such security or pay any sums for which it is responsible under clause 5.4(I) of the General Conditions for Connection Works



**A.18.13 -** NGED shall not be liable to the Customer for any impact on the transmission system and/or NGESO requirements arising as a result of or in connection with this Agreement and the Proposed Connection(s) including any modification to the operating characteristics required by NGESO (including any reduction of capacity arising out of or in connection with such modification), any delay in the anticipated date for connection or Energisation of the Premises, any amendment to this Agreement or revision of the Connection Charge and/or any other conditions of connection required by NGESO, or any related costs, damages, expenses or losses (including, without limitation, third party losses, loss of profit or economic loss).

- **B.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 commencement of the Connection Works.
- **B.2.** Notwithstanding that a detailed programme of Connection Works is still to be agreed, this Connection Offer is made on the condition that the following milestones are met by the respective milestone dates.
- **B.3.** This Connection Offer is made on the condition that the following milestones are met by the respective milestone dates.
- **B.4.** Milestone 3 (M3): where not already provided, the Customer submits, in a form reasonably acceptable to NGED:
- **4.1** a confirmation of land rights [from the land owner, a solicitor or a land agent who is a member of RICS] confirming that:
- (a) the Customer has a freehold or leasehold interest in the [Premises][Development Area] which permits the development of the Customer's Installation, the Connection(s) in respect of the Proposed Connection(s) and the provision of the Proposed Connection(s) with the characteristics as set out within this Connection Offer; or
- **(b)** the Customer has entered into (on an exclusive basis) an agreement to lease the [Premises][Development Area], and such lease permits the development of the Customer's Installation, the Connection(s) in respect of the Proposed Connection(s) and the provision of the Proposed Connection(s) with the characteristics as set out within this Connection Offer; or
- (c) the Customer has in place an exclusive option to purchase or to lease the [Premises][Development Area], and any purchase option or lease permits the development of the Customer's Installation, the Connection(s) in respect of the Proposed Connection(s) and the provision of the Proposed Connection(s) with the characteristics as set out within this Connection Offer; or
- (d) the Customer has in place an exclusive agreement with a third party who has an interest in the [Premises][Development Area] as set out in (i) to (iii) above, to develop the Customer's Installation [and the Connection(s) in respect of the Proposed Connection(s),] and provide (or arrange for the provision of) the Proposed Connection(s) with the characteristics as set out within this Connection Offer); or
- **4.2** a confirmation from [the land owner, a solicitor or land agent who is a member of RICS that] a third party with an interest in the [Premises][Development Area] as set out in (a)(i) to (iv) above [that that third party] has exclusively appointed the Customer to [develop the Customer's Installation and] enter into this Connection Offer for the provision of the Proposed Connection(s) with the characteristics as set out within this Connection Offer,
- **B.5.** within two (2) months from the date of the Acceptance Form or, where a modification application is required to be submitted to NGESO (as set out in Part A), the date that the outcome of this is confirmed to the Customer and, where transmission system works are required in order to accommodate the Customer's Proposed Connection(s), such works have been completed (the "TSO Interface Resolution Date") or, subsequently, where the Customer no longer holds an interest in the Premises, or where an agreement to lease or develop, option to purchase or lease, or appointment is no longer in place or exercisable, within two (2) months from the date on which any such interest is no longer held or agreement, option or appointment is no longer in place or exercisable;



- **B.6.** Milestone 5 (M5): where the Customer is a Connection Provider or has engaged a Connection Provider, they or their Connection Provider has submitted the Contestable Connection Works design or, where accredited, have self-approved their own design, by [the date set out in the 6 Months from the date of the acceptance form] in accordance with the NGED Framework Network Access and Adoption Agreement;
- **B.7.** Milestone 8 (M8): construction of the [Customer's Installation, Connections in respect of the Proposed Connection(s)] and the Connection Works [is commenced within is undertaken in line with the programme of works for the [Customer's Installation][, Connections in respect of the Proposed Connection(s)] [and the] Connection Works or from the date of the Acceptance Form, whichever is the later; and
- **B.8.** Milestone 9 (M9): as relevant, construction of the Customer's Installation, Connections in respect of the Proposed Connection(s) and the Connection Works is undertaken in line with the programme of works and completed, and (where relevant) the Connection Point(s) Energised and/or a new/varied Connection Agreement entered into within 12 from the date of commencement of the construction works.
- **B.9.** Upon request the Customer shall provide evidence to NGED's satisfaction confirming the progress against each of the milestones and (where relevant) the programme of works. If:
- **9.1 -** one or more milestone has not been achieved by the relevant date and the delay / cumulative delay (as relevant) has exceeded the relevant tolerance threshold as calculated in accordance with the below;

Project status for milestones M1, M2, M3 & M6 (Any delays against milestones are added to give a cumulative delay\*)

Voltage (being the highest voltage being constructed or reinforced in order to provide the Proposed Connection(s))	On Track	Within Tolerance	Outside Tolerance
LV & HV	All milestones to date achieved without delay	Up to 65 Business Days cumulative delay	More than 65 Business Days cumulative delay
EHV & 132kV	All milestones to date achieved without delay	Up to 130 Business Days cumulative delay	More than 130 Business Days cumulative delay

Project status for milestones M5, M7 & M8

Voltage (being the highest voltage being constructed or reinforced in order to provide the Proposed Connection(s))	On Track	Within Tolerance	Outside Tolerance
LV & HV	All milestones to date achieved without delay	Up to 65 Business Days delay	More than 65 Business Days delay
EHV & 132kV	All milestones to date achieved without delay	Up to 130 Business Days delay	More than 130 Business Days delay

- **9.1.1** \* Cumulative Delay is calculated on the following basis:
- (a) delays against milestones are added up and compared to the relevant tolerance period;

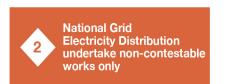


- (b) delays (measured in Business Days) accumulate until the relevant milestone is achieved;
- (c) any delay against an earlier milestone continues to contribute to cumulative delays, even after the milestone has been achieved;
- (d) if more the one milestone is delayed at the same time (i.e. concurrent delay), only 1 delay adds to the cumulative delay;
- (e) Cumulative Delay is not used for milestones M5, M7 or M8 each of these are measured separately, and cumulative delays accrued in achieving earlier milestones are not carried over to these later milestones.
- **9.2** construction of the Connection Works[, the Connection(s) in respect of the Proposed Connection(s)] and/or Customer's Installation is abandoned at any time, which shall mean that no such works have been undertaken for a [continuous] period of twelve (12) months (save for in the event that such abandonment is a direct result of an act or omission of NGED (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 NGED'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) in which case such timescales shall be extended by such period of time as may be reasonable in the circumstances to take account of the act or omission of NGED),
- **B.10.** then, subject to the clause below, NGED shall be entitled, at its absolute discretion, to deem the Agreement eligible for termination or to require a variation to the Agreement or for this Connection Offer to be reissued (incorporating any allowable changes requested by the Customer) for any outstanding Connection Works. NGED will take account of what, if any, progress is being made toward achieving the relevant milestone when considering whether to deem the Agreement eligible for termination, vary the Agreement, or require for this Connection Offer to be reissued.
- **B.11.** Where a milestone date is missed as a direct result of an event outside of the Customer's control, then the period of delay caused by such event shall not count towards any delay or cumulative delay above, provided that the Customer notifies NGED of the event at the earliest possible opportunity, and provides reasonable evidence of the delay. Events outside of the Customer's control include: an Event of Force Majeure, any rejection of a planning application by a planning authority where a formal appeal process exists (provided that the Customer lodges an appeal to the rejection within the required timescale), any challenge against the grant of planning by a third party, any obligations or conditions placed on the development by a relevant authority, and/or any delay caused by an act or omission of NGED (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 NGED'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).
- **B.12.** Where NGED deems the Agreement eligible for termination in accordance with this Part B, NGED shall notify the Customer of the same and, unless the Customer notifies NGED within fourteen (14) days of the date of NGED's notification that it wants to appeal such decision pursuant to the following escalation process, NGED may terminate the Agreement with immediate effect by notice. The appeals escalation process is as follows:
- 12.1 an internal review of NGED's decision to deem the Agreement eligible for termination within NGED;
- **12.2 -** following any such internal review, if NGED's decision remains the same, escalation to a business manager within NGED;
- **12.3 -** following such internal escalation, if NGED's decision remains the same, the Agreement dispute resolution procedure; and
- **12.4** if the parties fail to reach agreement under the Agreement dispute resolution procedure, within 28 days of notification of the dispute, by appeal to Ofgem.
- **B.13. -** Where NGED requires a variation to the Agreement:



- **B.14.** this may include a variation to the remaining milestones, milestone dates and/or the Connection Charge, and/or a change to the Customer's position in the connections queue, which may result in reinforcement works or additional reinforcement works being required, which may cause additional costs and/or delays in respect of the Proposed Connection(s); and
- **B.15.** NGED 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 NGED as notified to the Customer, then NGED shall have the option to terminate (with immediate effect by notice) the Agreement.
- **B.16.** Notwithstanding any date for completion of the Connection Works, and without prejudice to NGED's rights under clause above, NGED reserves the right to require this Connection Offer to be reissued for any outstanding Connection Works at any time at least twelve (12) months from the date of commencement of the Connection Works where the Customer has progressed the Connection Works in line with the programme of works and notwithstanding that any milestones have been achieved by the relevant milestone date, provided that NGED may not require this Connection Offer to be reissued pursuant to this clause 6.5 more than once every twelve (12) months.
- **B.17.** Where NGED requires this Connection Offer to be reissued pursuant to clauses above, NGED shall give notice of such requirement to the Customer and, provided that the Customer re-applies within [twenty-eight (28) days] of the date of such notification, NGED shall issue a renewed offer for any outstanding Connection Works on the basis of the Customer's original application date and incorporating any allowable changes requested by the Customer, which may be on different terms and/or for a different charge as set out in this Agreement, including to take account of any new milestones and milestone dates. If the Customer does not re-apply within the required time periods, then NGED shall have the option to terminate (with immediate effect by notice) this Agreement.
- **B.18. -** The date of completion of NGED's Connection Works, Energisation (where relevant) and/or completing a new / varied Connection Agreement 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 NGED will use commercially reasonable endeavours to meet the Customer's requested timescales, NGED is not able to guarantee any particular date and shall not be liable to the Customer or any Third Party for any delay in the anticipated date for completion, Energisation (where relevant) and/or completing a new / varied Connection Agreement or for any related costs, damages, expenses or losses resulting from any delay caused by any of the above mentioned matters

National Grid Electricity Distribution undertake all works
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Cost excluding VAT VAT Rate Cost including VAT £8,829.43 20% £10,595.32

£704.00 20% £844.80

# C.1. - Payment of the Connection Charge

**C.1.1 -** 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 on acceptance of this Connection Offer.

**C.1.1.1 -** Without prejudice to any other provision in this Connection Offer, NGED shall be under no obligation to commence its Connection Works or associated preliminary works including, but not limited to, land rights, legal consents, tenders and surveys; until the Initial Payment (if any) or (where relevant) the payment set out above has been received.

- **D.1.** All capitalised words and expressions used in these Specific Conditions for Works shall, unless otherwise defined in these Specific Conditions for Works or the context otherwise provides, have the same meaning as set out in the Offer Letter and the General Conditions for Diversion Works.
- **D.2.** Unless the context otherwise requires, the following words shall have the following meanings:
- "Customer" means MR LAURIE COLEMAN
- **"Maximum Export Capacity"** means the maximum export capacity set out in Part A Specific conditions for connection.
- **"Maximum Import Capacity"** means the maximum import capacity set out in clause Part A Specific conditions for connection.



### Please complete Part B and sign Part C of this form and return to:

Avonbank, Feeder Road, St Philips, Bristol, BS2 0TB

FAO Jack Stone

Or via email to; jastone@nationalgrid.co.uk

The Agreement (including the General Conditions for Works and the methodologies as set out at https://connections.nationalgrid.co.uk/post-acceptance-guidance) between the Customer and NGED shall be formed when NGED dates Part C of this Acceptance Form.

### Part A: Connection Details

NGED Ref: 5120732

Premises: 1 The Park, Keynsham, Bristol, BS31 2BL

**Customer:** MR LAURIE COLEMAN **Company Number (if appropriate):** 

Customer Address: St John The Baptist The Park, Keynsham, Bristol, BS31 2BL

# Part B: to be completed by the Customer

I/We the Customer, accept the terms of the Connection Offer dated 09/05/2024 (including the General Conditions for Connection) and wish to proceed on the basis indicated below:

	Price Pre VAT	VAT	Price Inc. VAT	Tick
National Grid Electricity Distribution undertake all works	£8,829.43	£1,765.89	£10,595.32	
National Grid Electricity Distribution undertake non-contestable works only	£704.00	£140.80	£844.80	
Cheque	Please make cheques payable to <b>National Grid</b> and <b>quote the NGED reference on the back</b>			
Debit/Credit Card	Please call our 24/7 secure automated phoneline on <b>0330 0080 449.</b> You can pay by Visa, Mastercard or Maestro credit/debit card. Alternatively you can pay online using our Quickpay feature via the following link https://nationalgrid.mysecurepay.co.uk			
BACS/CHAPS	Sort Code: 40-14-13 Account Number: 22410923 Please include the NGED Reference so we know which job is being paid			

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