

The Company's Standard Terms and Conditions**Definitions:**

The "Company"	Shall mean either Scottish Hydro Electric Power Distribution plc or Southern Electric Power Distribution plc as the context requires;
The "Adoption Agreement":	The agreement between the Customer and the Company for adoption of any Contestable Connection Works undertaken by the Customer;
The "Agreement":	These conditions of contract and the Quotation;
The "Agreement Date":	The date of acceptance of the Quotation;
The "Agreed Contract Price":	The total price payable to the Company for the Works as shown in the Quotation;
The "Connection Agreement":	the agreement between the Company and the Customer relating to the connection of the Customer's premises;
The "Contestable Connection Works":	The part of the Works that the Customer may elect to undertake;
The "Cost Apportionment Contribution":	A financial contribution made with respect to the costs of connection from the Company in favour of the Customer;
The "Customer" or "Applicant":	The person, firm or company whose name and address is shown in the Quotation;
The "Equipment":	The equipment, plant and/ or apparatus the Company will supply as detailed in the Quotation;
The "Quotation":	The Quotation or Offer letter supplied with these conditions of contract;
The "Site Information & Customer Requirements":	Customer Requirements document supplied with the Quotation; and
The "Works":	The works that the Company will carry out as detailed in the Quotation.

1. The Quotation remains open for acceptance in writing for one calendar month, unless notified by the Company in writing to the contrary. The Company reserves the right to amend or withdraw the Quotation at any time prior to the Customer accepting it.
2. The Customer will provide the Company with all the facilities reasonably necessary to enable it to complete the Works in the most economical manner. In default the Customer shall pay the Company such reasonable additional costs that may result.
3. Where any changes to the Works are required other than as a result of the Company's negligence the Company shall submit written details of the additional cost to the Customer who shall be entitled to terminate the contract upon giving the Company written notice within 5 working days of the date of submission of such details. In the event of termination the Customer shall pay the Company's reasonable charges for the work done or committed and materials purchased prior thereto and reimburse any costs or expense incurred or committed by the Company in obtaining any wayleaves and consents.
4. A suitable level substation site(s) complying with the Company requirements shall be provided by the Customer and conveyed to the Company at the nominal price of £1. The Customer will meet their legal and other fees and expenses, the legal and other fees and expenses of the Company and the legal and other expenses of any consenter in connection with the conveyancing to follow hereon.
5. The Customer will grant any wayleaves or cable easements required over his property, provide and install ducts for on site road crossings and for service cable entry and agree service terminations in a position acceptable to the Company, provide and install service tubes from the back of the footpath to the premises to which the connection is required terminating where possible in an external meter reading cabinet.
6. The Customer will, at no cost to the Company and to a satisfactory standard reasonably specified by the Company, be responsible for carrying out all on site cable trenching for services, LV and HV mains cable, other than within substation sites and for backfilling and trench reinstatement once the Company has laid and covered the aforesaid cabling.
7. The Customer will be responsible for all building costs associated with the supply intake and any meter cabinets.
8. The Customer will provide service termination facilities, in a position acceptable to the Company.
9. The Quotation is subject to obtaining all necessary wayleaves and consents for carrying out the Works. If alternative arrangements are necessary they are likely to have a significant impact on costs. The Quotation assumes all plant and equipment will be placed in public highway or land owned or controlled by the Customer who will provide all necessary wayleaves and consents free of charge. The Customer will pay the full cost of obtaining any necessary wayleaves and/or consents from third parties (including wayleave damage claims) in addition to the Agreed Contract Price provided that where these have a significant impact on the overall cost the Customer shall be entitled to terminate the contract upon written notice to the Company. In the event of termination the Customer shall pay the Company's reasonable charges for the work done or committed and materials purchased prior thereto and reimburse any costs or expense incurred or committed by the Company in obtaining any wayleaves and consents.
10. It is assumed that the Company will carry out all Works during normal working hours. There will be an additional charge for any overtime working at the Customer's request.
11. The Quotation is based on material and labour costs prevailing at the Agreement Date. The Company shall have the right to vary the Agreed Contract Price in accordance with any variations in the material or labour costs subsequent to the Agreement Date (unless otherwise stated in the Quotation) upon submitting written details of the additional cost to the Customer who shall be entitled to terminate the contract upon giving the Company written notice within 5 working days of the date of submission of such details. In the event of termination the Customer shall pay the Company's reasonable charges for the work done or committed and materials purchased prior thereto and reimburse any costs or expense incurred or committed by the Company in obtaining any wayleaves and consents.
12. Unless otherwise agreed the Company requires full payment 28 days prior to commencement of the Works. All other arrangements will be subject to status.
13. The Company may submit progress invoices to the Customer, in respect of the amount of labour expended and materials delivered to site and the Company's stores up to the date of the progress invoice.
14. Adjustments will be made to the rates of VAT to those applicable at the date of invoice or payment, whichever is the earlier.
15. The Customer must settle invoices within 28 days of the date of the invoice.
16. If any amount remains unpaid after the due date, the Company shall (in addition to any other remedies) be entitled to charge interest on the amount unpaid at the annual rate of 3% over the base lending rate of National Westminster Bank plc in relation to the Company's Works.
17. Unless otherwise agreed in writing by the Company time is not of the essence in relation to the Company's Works.
18. Subject to condition 17, the Company shall have no liability to the Customer for any loss of profit, revenue, business, savings, (anticipated or otherwise) or any other form of economic loss (whether or not occurring in connection with physical damage) resulting from or arising out of the Company's negligence provided that the above shall not exclude or restrict the liability of the Company for death or personal injury.
19. The Customer acknowledges and confirms that it does not enter into the Agreement in reliance on any oral representation, warranty or undertaking not fully reflected in the terms of the Agreement and that no amendment, modification or substitution to the Agreement shall be effective unless executed in writing by both parties.
20. The Equipment shall at all times remain the property of the Company. On completion of the Works and, with respect to any Contestable Connection Works undertaken by the Customer, the Customer both satisfactorily completing any Contestable Connection Works and an Adoption Agreement with the Company covering the Contestable Connection Works, the whole of the Works, Equipment and the aforesaid Contestable Connection Works shall become the property of the Company. The Customer shall protect the Equipment from any damage or interference between delivery to the site and completion of the Works and shall indemnify the Company for any loss or damage to the Equipment during such period. The Company shall be responsible for the final connection of the Works to its distribution system.
21. The Quotation is net of any Cost Apportionment Contribution due to the Customer and no further contributions or allowances are applicable. The value of the Cost Apportionment Contribution has been calculated on the basis of, inter alia, the Equipment specified in the Quotation, the available capacity agreed for the development, the build rate and the electrical heating the Customer has declared will be installed. The value of Cost Apportionment Contribution made in favour of the Customer by the Company will be indicated the attached Quotation and its value may be recalculated by the Company to reflect any alteration to the basis of the calculation and the Customer will refund any over upon demand. The Customer shall be liable to pay to the Company the full value of the Cost Apportionment Contribution received from the Company in the event that:
 - (i) Connection's Available Capacity, as indicated in the Connection Agreement (see Clause 22 below) is reduced by the Customer within 5 years of execution of their Connection Agreement; or,
 - (ii) Connection Agreement is terminated by the Customer or the Company within 5 years of execution of said agreement.
 In the event this Agreement is terminated prior to the completion of the Connection, the Customer shall be liable to pay to the Company a proportion (to be determined by the Company) of the Cost Apportionment Contribution.
22. It is a Condition of the Quotation that the Customer shall enter into a Connection Agreement with Company prior to energisation of the Connection.
23. The Customer will carry out the site work specified in the Site Information & Customer Requirements document.
24. This Quotation is based on the understanding that the Works will not be undertaken on contaminated land. Where contaminated land is found by or advised to the Company additional charges will be rendered to the Customer in accordance with condition 3.
25. The Customer in accepting the Quotation, or the person acting on their behalf, shall note that S+S Limited will act as the agent of the Company and the contract will be with the relevant party (Scottish Hydro Electric Transmission Limited with respect to Transmission works, or, Scottish Hydro Electric Power Distribution plc with respect to Distribution works, if the aforesaid Transmission or Distribution works are being carried out in Scotland), or, Southern Electric Power Distribution plc (if the aforesaid

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Distribution works are being carried out in England and Wales) in accordance with the terms and conditions of the Agreement.