

TERMS AND CONDITIONS OF CONTRACT FOR NEW CONNECTIONS

1. Application

The following conditions apply to all orders and contracts for new or augmented connections with us and override any other terms or conditions stipulated or requested by you.

2. Definitions

a) **Site**

The location where the Works are to be carried out as set out in the Schedule.

b) **Onsite**

The location/site boundary which is under the control of the client, if the site boundary has not been clearly identified within the information provided at tender stage an assumption will be made and will be identified on the connection plan.

c) **Offsite**

This is deemed to be anywhere outside of the clients site boundary.

d) **Breakdown**

Breakdown of Charges as detailed within our proposal.

e) **Specification**

Means the Project Specification of the Works as detailed within our proposal.

f) **Clarifications**

Means the "Tender Clarifications" as detailed within our proposal.

g) **We and Us**

UK Power Solutions Ltd (UKPS) or any other entity that carries out the Work on our behalf.

h) **Works**

The work detailed in the Schedule to be carried out in accordance with the Specification.

i) **You/Client**

Any person, company or other entity with whom UK Power Solutions Ltd agree to provide the works including any person who appears to us to act with your authority.

j) **ICP**

Independent Connection Provider.

k) **DNO**

Distribution Network Operator.

l) **IDNO**

Independent Distribution Network Operator.

m) **"Contestable" Works**

Work that can be undertaken by an approved contractor such as UK Power Solutions Ltd.

n) **"Non-Contestable" Works**

Work that can only be carried out by the DNO (Distribution Network Operator).

o) **ASC (Authorised Supply Capacity)**

Means the agreed maximum capacity measured in kilo volt-amperes you are allowed to take from the Distribution System through the nominated Point of Connection.

p) **Point of Connection (PoC)**

This is the designated Point of Connection to the existing distribution system from which the new network shall be extended. The charge associated with this is levied regardless of whoever undertakes the work to extend the DNO system. It is provided by the DNO and is a charge for assessment of the distribution network, based upon the electrical demand requirements for your development. The charge will be the same for any third parties.

q) **Easement / Wayleave**

An Easement is a perpetual right negotiated by and granted to the DNO to install and maintain that equipment under or over private land normally without restriction. A Wayleave is for limited duration.

r) **MPAN/MPRN**

Metering Point Administration Number/Metering Point Reference Number.

s) **Data Protection Legislation**

Data Protection Legislation means, up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

3. Price

- a) The price quoted is for the execution of the works described in the Specification, the Breakdown and the Clarifications.
- b) The quotation shall remain open for the number of days as stated on page 1 of our quotation and shall then lapse.
- c) No contract shall come into effect until either we confirm acceptance of your order or we start work.
- d) Our price is based on continuity of work in a logical sequence without obstruction or restriction during normal hours and on information which you provide to us which is necessary for us to carry out the works. If for any reason beyond our control this continuity is broken, the site working hours are restricted in any way, if overtime working is required, or if information which you provide to us is inaccurate, incomplete or misleading, additional charges will be made at our absolute discretion to cover the additional cost and expenses incurred by us.
- e) Our normal working hours are 0800 to 1700 hours Monday to Friday inclusive (excluding bank holidays).
- f) Unless otherwise expressly stated in writing the price does not include cutting out and making good of the building fabric in connection with the installation.
- g) The price and service routes are subject to all necessary consents, easements and wayleaves being obtained, at a nominal cost. No commitment to commence or complete the works can be made until such consents, easements and wayleaves have been secured.
- h) The term "material" and "materials" includes any goods, either the subject matter of the contract or necessary for its performance. We will endeavour to use materials specified in the Specification but in the event that such materials are not available we reserve the right to use materials of equivalent quality.
- i) The price does not include Value Added Tax which will be payable in addition thereto at the appropriate rate.
- j) If applicable, this quotation includes the cost of connection to the upstream PGT's gas network as notified by such PGT to us. Where the upstream PGT renders additional charges for these works we will invoice the customer for such charges,
- k) 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 us additional charges will be rendered to the Customer.
- l) The quotation is based on the specification, materials and labour costs prevailing at the date of the quotation and should there be any alteration in the specification, costs of materials or labour subsequent to the date of quotation we reserve the right at our discretion to revise the price pro rata.

4. Cancellation

- a) Orders once received and accepted by us may not be cancelled without our prior written consent. If however we agree to a cancellation, this will only be with the agreement that all our costs and overheads incurred are paid.

5. Commencement and Completion

- a) The Customer acknowledges and confirms that they do 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.
- b) At no cost to us the Customer will be responsible for carrying out, to a satisfactory standard reasonably specified by us, all on site trenching for mains and services, for backfilling the trench once we have laid and covered the cables/ pipe, and for reinstatement. The Customer to expose the gas main at the service connection point and provide a 600mm x 600mm excavation below the external meter cabinet where the service duct terminates.
- c) The Customer will provide meter reading facilities, in a position acceptable to us. Where a Customer is unable to provide external meter reading facilities, additional charges will be made.
- d) We 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 any construction issues.
- e) The Works will be commenced and completed within a reasonable time of our acceptance of your order or if there is a period agreed for the execution of the Works within the period so agreed.
- f) To ensure we are able to comply with the requirements of the New Roads and Street Works Act 1991 and thus start work in a timely manner, you must give us not less than 30 days' notice of when you require work to start.
- g) We shall not be liable for delays in the completion quality or performance of the Works due to causes beyond our reasonable control including without limit delay or failure by you to carry out your obligations under these Conditions and under the Specification, failure to obtain any necessary consents or wayleaves and for any constraints imposed by the New Road And Street Works Act 1991 and other legislation.
- h) Unless otherwise agreed in writing, our price is based upon the exclusion of any Liquidated and Ascertained Damages.
- i) If we are delayed, disrupted or prevented in the execution of the Works owing to any act or omissions then we shall be entitled to recover from you any additional costs arising from such delay or disruption.
- j) Security for all materials delivered to site will rest solely with the client.



6. Variations

- a) You may instruct a variation to the Works and any such instruction shall be valued and paid for within the terms stated on the Contract Variation Request unless otherwise agreed in writing.

7. Payment

- a) Payment will be required as per the quotation acceptance form and be in advance of work starting. If credit is applied for and obtained, unless otherwise agreed, at intervals of not less than four weeks calculated from the date of commencement of the Works we may submit interim applications for payment indicating the amounts due under these Conditions for the work done. Without prejudice to the above, we reserve the right at our sole discretion to render invoices at any time for the value of the work executed and the materials on site and any other amounts due under these Conditions. Payment is due within 30 days of the date of application or invoice as appropriate and UKP reserves the right to charge interest at 4% over the current bank base lending rate on the total value of all outstanding invoices, from the date when the invoice first became due for payment until full payment is received. All invoices must have been settled in full (cleared funds) prior to energisation.
- b) We reserve the right to submit invoices in respect of materials held off site
- c) If you fail to make payment on the due date or if you are unable to pay your debts within the meaning of the Insolvency Act 1986 s123 or are the subject of a bankruptcy notice or petition or a bankruptcy order is made against you, or being a company, you have a receiver, liquidator or administrator appointed or a winding up order made or a resolution for winding up is passed, or a voluntary arrangement is made with your creditors, or a petition is presented for a winding up order or an administration order, or any distress or execution is levied or threatened over any of your assets, we shall be entitled, without prejudice to any other remedies available to us, forthwith to suspend the Works and to remove all unused materials from your premises and (at our complete discretion) to terminate the contract forthwith but without prejudice to the rights which have accrued up to the date of such termination and to the rights which have accrued as a result of such termination.
- d) Unless otherwise agreed in writing, our price is based on net payments, without any deductions for retention or Main Contractors Discount.
- e) Please note that the equipment provided is never owned by the client or end user. On completion, the assets are adopted by the Distribution Network Operator to whom legal title passes. UK Power Solutions Ltd is required to enter into contract directly with the network operator that leaves liability for defects and various other warranties solely with UK Power Solutions Ltd and not the Purchaser or end user. Consequently, this proposal represents an offer of services rather than a traditional construction contract.

8. Data Protection

- a) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- b) The parties acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and UK Power Solutions Limited is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- c) Without prejudice to the generality of clause 8(a), UK Power Solutions Limited shall, in relation to any Personal Data processed in connection with the performance by UK Power Solutions Limited of its obligations under this Agreement:
 - (i) process that Personal Data only on your written instructions unless we are required by the laws of any member of the European Union or by the laws of the European Union applicable to process Personal Data ("Applicable Laws"). Where UK Power Solutions Limited is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;
 - (ii) ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);
 - (iii) ensure that all personnel (including sub-contractors) who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (iv) not transfer any Personal Data outside of the European Economic Area unless the following conditions are fulfilled:
 - i. either you or UK Power Solutions Limited has provided appropriate safeguards in relation to the



- transfer;
- ii. the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - iii. UK Power Solutions Limited complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - iv. UK Power Solutions Limited complies with reasonable instructions notified to it in advance by you with respect to the processing of the Personal Data;
- (v) assist you, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (vi) notify the Principal without undue delay on becoming aware of a Personal Data breach;
 - (vii) at your written direction, delete or return Personal Data and copies thereof to you on termination of the Agreement unless required by Applicable Law to store the Personal Data; and
 - (viii) maintain complete and accurate records and information to demonstrate our compliance with this clause 8.
- d) We shall be entitled to share any Personal Data with our authorised sub-contractors in accordance with this clause.
- e) You shall indemnify us against any fine or penalty from the Information Commissioner's Office (or such other similar or replacement authority or regulatory body) and all claims and proceedings and all liability, loss, costs and expenses incurred by UK Power Solutions Limited as a result of a claim made or brought by a Data Subject or other legal person in respect of any loss, damage or distress caused to them as a result of any breach by you of any Data Protection Legislation.

