

**Your contact:** [REDACTED]Telephone: [REDACTED]
[REDACTED]
[REDACTED]

Enquiry number: [REDACTED]

www.northernpowergrid.com/connections

Date: 12 August 2020

Dear [REDACTED]

**QUOTATION FOR THE PROVISION OF AN ELECTRICITY CONNECTION AT King George Dock,
Northern Gateway, Hull, HU9 5PS BY Northern Powergrid (Yorkshire) plc**

Thank you for asking us to provide you with a Quotation for a new high-voltage connection to our Distribution System at the Premises.

I have reviewed your requirements and am pleased to confirm that we can provide you with the Connection with a maximum capacity of 2000 kVA. Consequently, this Quotation constitutes our formal offer to provide the Connection and I would be grateful if you could note the terms and conditions contained in Part 4, which include, in Clause 1, the Definitions applicable to the Quotation.

**NOTICE THAT YOU ARE REQUIRED TO PAY CONNECTION OFFER EXPENSES, IF YOU PROVIDED US
WITH THE MINIMUM INFORMATION NECESSARY TO PREPARE THIS QUOTATION ON OR AFTER 6
APRIL 2018**

Northern Powergrid (Yorkshire) plc ("Northern Powergrid") **HEREBY GIVES YOU NOTICE** that it requires you to pay connection offer expenses (commonly known as assessment and design fees) in respect of this Quotation.

- a) The amount of connection offer expenses to be paid by you is £540.00 plus VAT;
- b) The amount of connection offer expenses you are required to pay in respect of this Quotation has been determined by taking into account the costs we have incurred in preparing it, which include:
 - i) Identifying the most appropriate point on the Distribution System at which the Connection can be made and determining the assets that are required to make that Connection;
 - ii) Assessing whether the Connection and/or the required capacity may have an impact on the Distribution System and/or on a transmission system and whether any reinforcement of the Distribution System is required; and
 - iii) The engineering and administrative time required to process your application and to design the specific technical solution and offer terms for the Connection, including any discussions with you in respect of your requirements.

NORTHERN POWERGRID

is the trading name of Northern Powergrid (Northeast) plc (Registered No: 2906593) and Northern Powergrid (Yorkshire) plc (Registered No: 4112320)

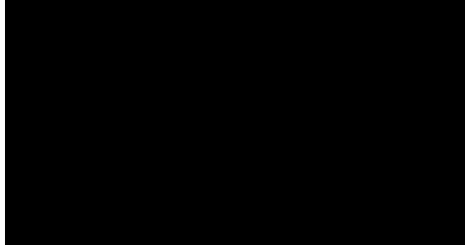
Registered Office: Lloyds Court, 78 Grey Street, Newcastle upon Tyne NE1 6AF. Registered in England and Wales.

If you would like an audio copy of this letter or a copy in large type, Braille or another language, please call 0800 169 7602

www.northernpowergrid.com

Please note that, typically, larger capacities will have a greater impact on the Distribution System and incur more engineering and administrative time in order to provide a quotation.

c) We will send you an invoice shortly in respect of the connection offer expenses. You must settle that invoice and, therefore, pay the connection offer expenses by no later than 14 days from the date of that invoice. Please note we will use the details below to issue the Connection Offer Expenses invoice, if this is incorrect please contact your single point of contact or email getconnected@northernpowergrid.com;



d) You may make that payment by one of the methods set out in Part 7 of this Quotation; and

e) Section 23 of the Electricity Act 1989 (the “Act”) provides that any dispute arising under sections 16 to 21 of the Act between an electricity distributor and a person requiring a connection may be referred to the Gas and Electricity Markets Authority (the “Authority”) for determination. Any such dispute must be referred to the Authority within 12 months of the date on which the relevant connection is made. The Authority operates through Ofgem, which can be contacted at 10 South Colonnade, Canary Wharf, London, E14 4PU. Telephone: 0207 901 7000.

Paragraph 6.2 of the terms and conditions contained in Part 4 provide that, if you fail to make any payment, including payment of the connection offer expenses specified in this notice, when due we have the right to suspend all of our obligations under the Contract until such time as payment is made.

Contestable work

Certain parts of the work required to provide connections to the Distribution System can be carried out by independent connections providers (“ICPs”). The work ICPs are able to do in that respect is known as “contestable work”. You can, therefore, seek competitive quotations from ICPs for the contestable work associated with the Connection. ICPs must be accredited by the Lloyd’s Register National Electricity Registration Scheme in order to carry out contestable work. Consequently, Northern Powergrid is not the only company that can undertake contestable work for you.

Non-contestable work

There are certain tasks that only Northern Powergrid can carry out on the Distribution System. This work is known as “non-contestable work”.

How much will it cost?

We actively promote competition in connections and are committed to maintaining an environment in which ICPs can compete freely and fairly to undertake contestable work.

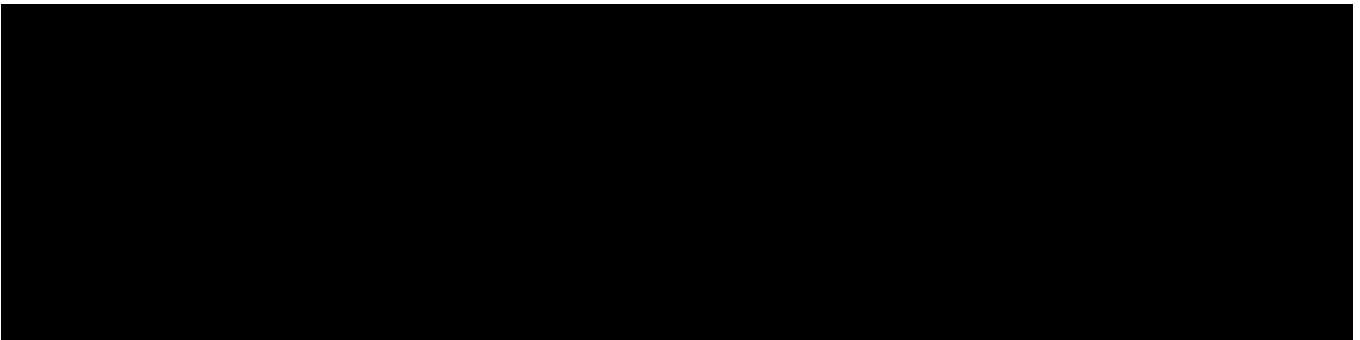
We are, therefore, providing you with two alternative quotations. One quotation is for us to carry out both the contestable works and the non-contestable works and one quotation is for us to carry out the non-contestable works only. You are able to appoint an ICP to carry out the contestable work. Consequently, if you wish to obtain quotations from ICPs, you will then be able to easily compare the ICPs’ prices for the contestable work with ours. A list of ICPs operating in our area can be found on our website at: www.northernpowergrid.com/alternative-providers.

Option 1: Contestable work and non-contestable work



Option 2: Non-contestable work

If you choose to appoint an ICP to carry out the contestable work, you will need to enter into a contract with and will be charged separately by that ICP for the contestable work the ICP carries out for you.



Option 1 and Option 2 are mutually exclusive and you can only accept one of them.

This Quotation is valid for 90 days from the date at the top of this letter, after which it will expire automatically unless we agree otherwise with you in writing.

The Electricity (Connection Charges) Regulations 2002 and the Electricity (Connection Charges) Regulations 2017

The Connection does not utilise assets that would result in us either requiring you to pay a charge in respect of relevant expenses under the Electricity (Connections Charges) Regulations 2002 or issuing a demand to you for a reimbursement payment under the Electricity (Connections Charges) Regulations 2017.

How long will it take?

It typically takes us 6 months to complete a connection such as yours, provided no third parties are involved. For more information please see Part 1 (Common Quotation details).

The Quotation consists of the following six parts

- Part 1: The Common Quotation details;
- Part 2: The Quotation for Northern Powergrid to carry out the contestable work and the non-contestable works (Option 1) and the Quotation Acceptance Form (if applicable);
- Part 3: The Quotation for Northern Powergrid to carry out the non-contestable works only (Option 2) and Quotation Acceptance Form (if applicable);
- Part 4: The Terms and Conditions;
- Part 5: The connection agreement for the on-going use of the Connection; and
- Part 7: Ways to Pay

What you need to do next in order to accept the Quotation and go ahead with the Work

If you would like to go ahead with either Option 1 or Option 2 and accept the terms of the relevant Quotation, all you need to do initially is:

1. Complete and return a signed copy of the Quotation Acceptance Form in respect of the option you have chosen i.e. Part 2 in respect of Option 1 or Part 3 in respect of Option 2;
2. Sign and return both copies of the connection agreement for the on-going use of the Connection in Part 5. We will then return one copy to you on signature by us; and
3. Provide your payment details (or your cheque, if you wish to pay by that method).

Once we have received your signed Quotation Acceptance Form, the signed connection agreements and your payment, the contract for the provision of the Connection will comprise Part 1, either Part 2 or Part 3 (as applicable) and Part 4 of the Quotation. One of our project managers will then contact you to discuss the Work and agree a mutually convenient date for it to be carried out. Once the Connection has been made, the contractual terms that will apply in respect of the ongoing use of the Connection are set out in Part 5.

If you wish to appoint an ICP to carry out the contestable work, the ICP will need to know the proposed point of connection to our Distribution System (the "POC") so that it can produce a design of the contestable works and the associated cost for you. Consequently, I have enclosed a plan indicating the POC. The plan also shows our proposals for the contestable work.

If something goes wrong and you would like to complain about our level of customer service

We are committed to providing excellent customer service but are aware that, occasionally, we may not live up to your expectations. If this happens and we are unable to resolve your complaint about the level of customer service we have provided and you are either a domestic customer or a micro business customer, you may have the right to refer your complaint to Ombudsman Services: Energy for a decision, which is a free and independent service. The website address of Ombudsman Services: Energy is www.ombudsman-services.org/sectors/energy.

You can contact us using the details at the top of this letter and obtain further details about our complaints process, including on how you may refer a complaint to Ombudsman Services: Energy, from the "Making a Complaint" section on the following page of our web site:

<https://www.northernpowergrid.com/help-and-information/getconnected/how-do-i-get-connected>

Determination of disputes

We will endeavour to resolve any issues you may have. However, you are able to refer any dispute arising under sections 16 to 21 of the Act to the Authority for determination, as set out on page 2 of this Quotation.

Data protection

We take data protection seriously and, when we obtain your personal information for the purpose of providing our connection service to you, we will keep that information secure and process it in accordance with our privacy policy, which is available for you to read at www.northernpowergrid.com/privacy-policy.

In the event that we speak to you on the telephone about your connection, those telephone calls may be recorded for quality assurance purposes and we may collect personal information about you during those calls.

We will use the personal information you give us in order to process your connection request (including to process your payment), enter into a contract with you to provide the new or altered connection, deliver the work required and to monitor the standard of the service we provide to you when we undertake the Works. We will not use any of your personal information for marketing purposes.

However, to ensure that we provide our customers with a high standard of service, we use an independent research company, Explain Market Research Limited, to carry out customer satisfaction surveys on our behalf. Consequently, if the service we provide to you falls within one of the categories in respect of which we are required by our electricity distribution licence to carry out a customer satisfaction survey, we will share your personal information with Explain Market Research Limited who may contact you to carry out that brief survey.

I hope this Quotation meets your requirements but, if you have any questions about the Quotation or the Work, please do not hesitate to contact me by telephone or email using the details at the top of this letter.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Clive Jackson', with a stylized flourish at the end.

Clive Jackson
Design Engineer

Part 1: Common Quotation details

The Connection details

We have used the information you provided to produce this Quotation, which is for a new high-voltage connection to our Distribution System with a maximum capacity of at the Premises. The supply voltage of your Connection will be 11000V +6% or – 6% @ 50Hz AC +1% or – 1%.

The load you propose to connect

Motive Load – You have advised that the largest motor to be connected to your installation will be 300 kW and it will have a maximum starting current of 822 amperes.

As you did not provide in your request any harmonic information for any equipment you propose to use, this Quotation has been produced on that basis and, therefore, does not make allowance for such equipment. If you do install any equipment that generates harmonics, you must make us aware of that installation before the Connection is energised.

Your use of the Connection will be in accordance with the Distribution Code, which imposes certain duties. Please note, in particular, that the Distribution Code imposes certain obligations on you, as a User under the Distribution Code, regarding voltage disturbances and harmonic distortion caused by certain types of equipment. You are required to comply with the relevant provision of the Distribution Code, which can be found at www.dcode.org.uk

The electrical equipment or apparatus used at the Premises must not exceed the levels stated in National Engineering Recommendations P28, P29 and G5/4, as amended and, if appropriate, as modified by us.

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; and

G5/4 sets out the limits for harmonics in the United Kingdom supply system.

References to P28, P29 and G5/4 are to the versions of those documents that are current as at the date of this Quotation, copies of which can be obtained from the Energy Networks Association via its website at www.energynetworks.org/electricity.

If your electrical installation causes undue electrical interference, due to voltage fluctuation and/or harmonic distortion arising either directly or indirectly from the operation of your equipment, either to our Distribution System or to the installations of other users of the Distribution System whose premises are connected to it, you may be required to take such action as we consider necessary in order to reduce the interference to an acceptable level and to bear the associated cost.

Diverting existing Distribution System assets

No existing Distribution System assets require diverting in order for the Connection to be made.

Reinforcement of the Distribution System

No reinforcement work on the Distribution System is required as part of the Work.

Timescales

We will start the Work when we have

1. Received your signed Quotation Acceptance Form and payment;
2. Received and processed all of the relevant information; and
3. Obtained all necessary consents and legal documents.

The timescale for the receipt of any consent we need from third parties is not in our control. Consequently, any delay in obtaining or the refusal of a third party to grant such a consent could delay the Work.

We estimate that we will have completed the Connection for you in approximately 6 months. This timescale is indicative and should be used for general planning purposes only as the completion date for the Work has not yet been agreed. In addition, the Connection will not be made available for your use until your installation is ready to be connected to the Distribution System.

Connection agreement for ongoing use of the Connection

Your ongoing use of the Connection will be governed by the terms of a connection agreement, which you will be required to complete and sign before the Connection is made available. Please note that the connection agreement for the ongoing use of the Connection includes the following terms:

1. With effect from the date which is 18 months after the date of the connection agreement, the Maximum Import Capacity and the Maximum Export Capacity will each be the lower of (i) the Maximum Import Capacity and/or the Maximum Export Capacity, as applicable, and (ii) the capacity actually installed at the Premises on that date; and
2. If, in any 12 month period, the amount of electricity imported or exported through the Connection is never greater than 75% of the Maximum Import Capacity and/or the Maximum Export Capacity, as applicable, we will give notice that we wish to reduce that capacity and, if you agree, the Maximum Import Capacity and/or the Maximum Export Capacity will be amended accordingly.

Please see Part 5 of this Quotation for full details of that connection agreement.

Private generation

If you have standby generation installed you must ensure that a suitable interlocking system is in place to prevent parallel operation of your standby generator with our Distribution System. Our project engineer may need to confirm a suitable interlocking system is in place before making your Connection available.

You must not install any new or additional generation to operate in parallel with our Distribution System without our permission. If you want to operate any generation in parallel with our Distribution System you must apply to us and provide details of the generation you would like to connect. We will need to undertake an assessment of the impact the generation will have on our Distribution System and will then prepare a quotation for you, which will set out the electrical requirements for and the charges associated with any work we may have to carry out on the Connection and/or on other parts of the Distribution System.

Technical requirements and what you need to do as part of this Contract

1. The internal wiring at the Premises must be completed and tested in accordance with the British Standard 7671 (IET Wiring Regulations).
2. You must provide and install the high-voltage cable between either your own high-voltage switchgear or single transformer and our metering circuit breaker. The type of cable that we will accept to connect must have a minimum fault level rating of 250MVA for one second and our standard cable to meet this criterion is 185mm²Al Triplex cable for 11,000 and 20,000 volt networks. You must let us know if you wish to use any other type of cable because we will need to agree this with you. Please note that failure to do so may delay the Connection being made available.

3. Where you are providing a HV supply to another party, your design must ensure that Northern Powergrid's protection only protects a short section of cable, with the End User's switchgear or single transformer being located within 20 metres of Northern Powergrid's circuit breaker.
4. You must provide suitable equipment to protect your installation against any faults and/or overload situations, which may occur on your network. You are also responsible for any alteration to your equipment brought about by an increase in the fault level of our Distribution System.
5. The use of our switchgear to protect any section of your installation is only offered subject to you indemnifying us against any liability for any injury, damages, costs or losses that may occur as a result of any failure of our equipment to operate in any manner. This indemnity will be deemed to be granted to us by your acceptance of this Quotation.
6. You must provide a space for the metering equipment and are responsible for the installation of a suitable duct for the metering multicore cable between the metering circuit breaker and the meter position. This space is usually provided in your switch room adjacent to our substation but, if this is not convenient, please let us know when you accept this Quotation so an alternative site can be considered. This space must be no more than ten metres from the metering circuit breaker in our part of the substation. The maximum length of metering multicore cable is 15 metres.
7. We do not provide an earth terminal for high-voltage supplies. You must ensure that adequate earthing arrangements are made for both your high-voltage and low-voltage systems.

Substation accommodation

1. The Quotation is provided on the basis that you will provide a suitable site, substation building and meter location, if required, with suitable 24-hour personnel and vehicular access to the public highway. Consequently, you must:
 - 1.1 Obtain planning permission from the local planning authority for the substation building, together with any building and fire authority approvals. You will be asked to provide copies of the relevant planning consents for the substation building to our solicitors;
 - 1.2 Incorporate our standard substation building drawings and specification into your site-specific construction drawings;
 - 1.3 Obtain our approval for your site-specific construction drawings prior to starting your building work on site; and
 - 1.4 Arrange for our clerk of works to inspect your building work on site at key stages to approve that work and the materials used.

Once your substation building work is complete we will need to carry out an inspection before we arrange delivery of any switchgear we may be required to provide.

2. You must provide a 230-volt single-phase supply into the substation building for lighting purposes etc. This installation and the electricity used thereafter are to be provided by you at no cost to us.
3. You will either be required to transfer to us the freehold interest in the land, on which the substation building is to be located, or we may be prepared to secure a leasehold interest in that land.
4. This Quotation is prepared on the basis that we will not be required to pay for the freehold transfer or lease of the substation, as applicable, or for any associated easements. The terms of the freehold transfer or lease and any associated easements will be contained in separate documents and, therefore, are outside the scope of this Quotation.

5. After you have accepted this Quotation, you must supply us with a scaled location plan of the land you are providing to us for the substation with reference positions so that the legal drawing(s) can be prepared.
6. Any legal documentation must be completed before we can start work on site, so it is essential that you make your solicitor aware of the importance of completing that documentation in accordance with your required timescales. You should also be aware that we may need to secure land rights from other parties or carry out statutory or environmental consultations and obtain other statutory consents before we can proceed with the Work.

Please note that further details regarding substation accommodation can be found in Part 6: Additional information.

Liability

Your attention is drawn to Clause 10, Limits on Liability, of Part 4: Terms and Conditions, which sets out the liability provisions in the Contract. **Please note that these clauses limit our liability to you.**

Additional Terms and Conditions

It is important that you read the following in conjunction with Part 4: Terms and Conditions.

1. The Contract Price is based on the information that you provided to us in your request for a quotation and on the assumption that the Works will be carried out during our normal working hours of 9:00 am to 4:00 pm, Monday to Friday. If you require us to undertake the Work outside these hours, we will need to provide you with a revised quotation to reflect your requirements.
2. If we need to undertake any of the Work in public or third-party land, it may be necessary for us to obtain legal consents, carry out other statutory consultations or serve highway access notices before that Work can take place. Whilst we will seek to keep the time needed for this activity to a minimum, such procedures are usually outside our control and may add to the time we have indicated will be required to complete the Work.
3. We reserve the right to review this Quotation if we have to incur additional costs in order to acquire any consent needed to carry out the Work. For example, this could be due to additional work being required and/or additional costs as a result of local authorities and/or the Highways Agency imposing unforeseen restrictions on how and when we can work in the highway, such as Sunday-only working. If additional costs are to be incurred, we will provide a revised quotation and seek your agreement to the revised price.
4. Should your requirements alter significantly and it is necessary for us to produce a revised or alternative quotation, we may charge you for any additional costs incurred in so doing.
5. If you cancel the Work at any time after acceptance we will charge you a minimum administration fee of £30 plus VAT, together with any reasonable costs we may have incurred up to the date of receiving your cancellation. Those will include, but may not be limited to, charges for any site visits that we or our contractors have made, together with the costs of any preparatory Work carried out prior to your cancellation being received.
6. You must choose and appoint an energy supplier for the Premises. Your energy supplier will be responsible for invoicing you for your electricity consumption and for all of the electricity metering equipment at the Premises. Consequently, you will need to ask your energy supplier to install that metering equipment for you. Please contact your chosen energy supplier in advance to discuss your requirements. Your power supply will only be switched on when your appointed energy supplier has installed the required metering equipment at the Premises.
7. You will need a metering point administration number for your electricity supply, which is known as a MPAN. We will create the relevant MPAN and give it to you and your nominated

energy supplier (if you have confirmed the identity of your nominated energy supplier on your Quotation Acceptance Form).

8. The Connection and your installation will be subject to the Distribution Code and the Electricity at Work Regulations 1989. Under the Distribution Code you are required to appoint authorised persons to carry out the control, operation, work on or testing of any plant and apparatus connected to our Distribution System. Please note that we will not be able to complete the Connection until we have received from you written confirmation of your authorised staff.
9. In accepting this Quotation you agree to meet each relevant milestone (the “Milestone”) set out in the Energy Networks Association’s document “Fair and Effective Management of DNO Connection Queues: Progression Milestones Best Practice Guide”, as amended from time to time (the “Guide”). In the event that you do not meet a Milestone, Northern Powergrid may terminate the Contract by giving you written notice to that effect. The Guide is available at:

<http://www.energynetworks.org/assets/files/news/publications/Reports/ENA%20Milestones%20best%20Practice%20Guide.pdf>

'Other charges' may include costs associated with project management, operational work, site supervision and metering.

The Contract Price is based on the information you provided in your request for a quotation and on the assumption that you will carry out all excavations and any civil works required within the boundary of the Premises.

The Work will include

1. An extension of our Distribution System cables
2. The installation of a substation, which, as agreed, will be connected by a looped arrangement to our Distribution System
3. The connection of your terminated cable(s) into our metered circuit breaker
4. The installation of equipment suitable to connect the meter

This Quotation includes the cost of 550 metres of excavation and reinstatement for the cable installation. Our proposed cable installation route includes 520 metres of footway and 30 metres of carriageway but the proposed route may be subject to us obtaining legal consents required from third parties.

Once we have received your acceptance and payment we will

1. Send you a letter confirming the name and contact telephone number of the person managing the Work on site;
2. Apply for any planning and or other statutory consents we may require for our equipment;
3. Commence negotiations for any wayleaves, easements and leases; and
4. Order the plant and equipment needed for your Connection.

We will be responsible for

1. Providing, installing, testing and cabling any switchgear required to provide your Connection;
2. Providing a suitable earthing system for our substation;
3. Terminating your own high-voltage cable into the metered circuit breaker; and
4. Providing you with a push-button trip adjacent to the meter that will enable you to disconnect your equipment in an emergency. However, if the push-button is used, we will need to carry out the reconnection and this service will normally be chargeable to you.

Excavation

This Quotation is provided on the basis that you will undertake all on-site excavation required for the cables and ducts.

Before you carry out any excavation work or development on your site, you should contact all the relevant utility companies to check whether your excavation work will be in the vicinity of any apparatus belonging to the relevant utility company.

No excavation work should be started until agreement has been reached as to our mutual requirements.

Please see "Your excavation guide" in Part 6 for additional information.

If you are working in proximity to overhead lines you must comply with HSE document GS6 which can be obtained at www.hse.gov.uk.

If you are working in proximity to underground cables, you must comply with HSE document HSG47 which can be obtained at www.hse.gov.uk.

You will need to:

- Ensure no scaffolding is in the vicinity of our Work. We will not Work under or excavate alongside a scaffold even if you are prepared to suspend Work on the scaffold for the duration of our Work;
- Check the requirements of any other utilities and local authorities before undertaking any excavation Work; and
- Carry out all civil Works on your property including the provision and installation of any ducting and meter cabinet/s.

All excavation and reinstatement in public land or third party land shall be completed by us or our sub-contractors.

Ducting

You must install ducts on your site in line with our attached plan and excavation guide. Only cable ducting in accordance both with the Energy Networks Association's Technical Specification (ENA-TS) 12-24 and the following specification is acceptable:

1. The ducts must be coloured black and indelibly and clearly marked with the legend "ELECTRIC CABLE DUCT"; and
2. Ducts with an internal diameter of 125mm are required for high-voltage and low-voltage cables.
3. 38mm ducts are required for low-voltage single phase service cables

You can purchase any of the ducting noted above from manufacturers and building supply companies.

Ducting must be installed at the correct depth, as follows:

1. For low-voltage cables (230/400 volts) the duct must be laid so that the top of the duct is 450mm below the final surface level of pathways and 600mm below the final surface level of roadways; and
2. For high-voltage cables (11,000/20,000 volts) the duct must be laid so that the top of the duct is 600mm below the final surface level of pathways and 750mm below the final surface level of roadways.
3. For the single phase service cables (230 volts) the 38mm duct must be laid so that the top of the duct is 450mm below the final surface level of pathways and unmade surfaces. If the

service cable is to be installed in a roadway then 125mm ducts must be laid at a depth of 600mm below the final surface level of roadways

You must provide us with a scale drawing showing the size, route and depth of any ducts you have installed. If you do not do so, Northern Powergrid will have to confirm the route and depth of the installation, any such work will constitute an alteration, variation or amendment to the Works, the Contract Price will be varied in accordance with clause 2.2.3 of the Terms and Conditions and any additional costs incurred will be charged to you.

Tile tape

Only tile tape in accordance with the Energy Networks Association's Technical Specification ENA-TS 12-23 and containing the legend 'Northern Powergrid' is acceptable. The tile tape must be installed 150mm above the ducting, and installed so that the tile tape overlaps the ducts by at least 50mm on each side, whether the ducting is for low-voltage cables or high-voltage cables. You can find information on where to obtain tile tape by searching the internet for "ENA-TS 12-23"

If you do not install the correct ducting and/or tile tape, as noted above, we will not be able to lay the underground cables or complete the Work until you have installed the correct ducting and/or tile tape. If you are unsure of the requirements in this respect, please contact your allocated Northern Powergrid project manager.

Part 2: Quotation Acceptance Form for Northern Powergrid to carry out the contestable work and the non-contestable work (Option 1) (page 1 of 2)

To:

RSXE-RCZX-XKBL

Connection Acceptance

Northern Powergrid (Yorkshire) plc

Manor House

Station Road

New Penshaw

DH4 7LA

Quotation for an electricity connection at: King George Dock, Northern Gateway, Hull, HU9 5PS (the "Premises")

Total site import capacity:

Total site export capacity: (nil) 0 kW

We certify that the wiring installation at the Premises will be completed and tested in accordance with the British Standard 7671 (IET Wiring Regulations) and, where a Northern Powergrid earth connection is required, the particular requirements for bonding in the Electricity Safety, Quality and Continuity Regulations 2002 have been met.

I hereby confirm that I am the Customer or I am duly authorised to sign this Quotation Acceptance Form on behalf of the Customer and the Customer accepts the terms for a Connection to the Premises in accordance with Part 1, Part 2 and Part 4 of the Quotation.

Signed

Name (in capitals)

Designation

Date

Please return your signed form of acceptance and payment details to **acceptaquote@northernpowergrid.com** or by freepost to:

RSXE-RCZX-XKBL
Connection Acceptance
Northern Powergrid
Station Road
New Penshaw
DH4 7LA

There is no need to make any other reference on the envelope or to attach a stamp.

Please see Part 7 for details of the ways in which in you can pay for your Connection.

Part 2: Quotation Acceptance Form for Northern Powergrid to carry out the contestable work and the non-contestable work (Option 1) (page 2 of 2)

Your details:

Name / Company: _____

Address: _____

Postcode: _____

Email: _____

Tel: _____

Mobile: _____

Invoice address: (if different)

Name / Company: _____

Address: _____

Postcode: _____

Email: _____

Tel: _____

Mobile: _____

Please select your preferred payment method:

- ☐ Online banking
- ☐ Cheque (enclosed)
- ☐ Bank transfer
- ☐ Credit/debit card
- ☐ Invoice (Please include a copy of your purchase order)

Name of your chosen energy supplier: _____

- ☐ Please tick if you have not yet appointed an energy supplier

Site contact

Please provide details of the person we should contact to agree and schedule the dates for the Work, if different from the name provided under "Your details" above.

Your preferred connection date: _____

Site contact name: _____

Contact address: _____

Telephone: _____

Mobile: _____

Email: _____

For office use only

Clive Jackson

'Other charges' may include costs associated with project management, operational work, site supervision and metering.

The Contract Price is based on the information you provided in your request for a quotation.

IMPORTANT NOTE: If you accept Option 2, you must also enter into a contract with an ICP and will be charged separately by that ICP for the contestable work the ICP carries out for you. We will be responsible for the non-contestable work only. Please see "Your ICP's responsibilities" in Part 6 for additional information.

The Works will include

1. Managing the connection process to include legal consents, as laid ICP plans, B&C process.

This Quotation includes the cost of 0 metres of excavation and reinstatement for the cable installation.

Once we have received your acceptance and payment, we will

1. Send you a letter confirming the name and contact telephone number of the person managing the Work on site;
2. Commence negotiations with third parties for any wayleaves, easements and/or leases as may be required; and
3. Commence any non-contestable reinforcement Work required to facilitate your Connection.

Please note that your ICP will be able to advise you if it is able to undertake its own approval for the design of the contestable work. However, if your ICP is not able to undertake its own design approval, the Connection to our Distribution System of the network installed by your ICP will not be progressed until your ICP has submitted to us the design for the contestable work, which we have to approve.

If your ICP has to submit a design for the contestable work to us to approve, we will consider that design and, once the design has been approved, we will

1. Finalise the necessary documents for any wayleaves, easements and/or leases that may be required; and
2. In conjunction with your ICP, plan and then undertake the final connection to the Distribution System.

Additional Terms and Conditions

It is important that you read the following in conjunction with Part 4: Terms and Conditions.

1. If you accept Option 2 for us to carry out only the non-contestable work and you appoint a suitably accredited ICP to undertake the design and installation of the contestable work for you and your ICP is not able to undertake its own approval for the design of the contestable work, you or your chosen ICP must submit a design for the contestable work for our approval within a maximum of 90 days from the date of your acceptance of this Quotation.
2. If you or your chosen ICP submits a design for the contestable work for our approval, that design must take account of the following:
 - This site is in an area where we do not have any global earth in the immediate vicinity and, as such, if you proceed with the provision of the PoC, the new substation will remain HOT. Consequently, you must adequately segregate the HV and LV earths or design your proposed assets to be safe for the anticipated rise of earth potential.
3. If you accept Option 2 for us to carry out only the non-contestable work and you appoint a suitably accredited ICP to undertake the design and installation of the contestable work for you and your ICP is able to undertake its own approval for the design of the contestable work, you or your chosen ICP must submit that self-approved design for the contestable work to us within a maximum of 90 days from the date of your acceptance of this Quotation.
4. We reserve the right to terminate the Contract and return any monies paid to you, less our incurred costs, if you or your ICP fails to submit a design of the contestable work to us within that 90-day period required by paragraph 1 or 2 above, as applicable.

Part 3: Quotation Acceptance Form for Northern Powergrid to carry out only the non-contestable work (Option 2) (page 1 of 2)

To:

RSXE-RCZX-XKBL

Connection Acceptance
Northern Powergrid (Yorkshire) plc
Manor House
Station Road
New Penshaw
DH4 7LA

Quotation for only the non-contestable work in respect of an electricity connection at: King George Dock, Northern Gateway, Hull, HU9 5PS (the "Premises")

Enquiry no: ENQ5456685, QUO5433317

Total site import capacity: 2000kVA

Total site export capacity: (nil) 0 kW

IMPORTANT NOTE: If you complete and sign this form to accept Option 2 you must also enter into a contract with an ICP and will be charged separately by that ICP for the contestable work the ICP carries out for you. In addition, if your ICP has to submit a design for the contestable work to us to approve, your ICP must do so within 90 days from your acceptance of this offer as set out within our additional terms and conditions in Part 3.

We certify that the wiring installation at the Premises will be completed and tested in accordance with the British Standard 7671 (IET Wiring Regulations) and, where a Northern Powergrid earth connection is required, the particular requirements for bonding in the Electricity Safety, Quality and Continuity Regulations 2002 have been met.

I hereby confirm that I am the Customer or I am duly authorised to sign this Quotation Acceptance Form on behalf of the Customer and the Customer accepts the terms for only the non-contestable work in respect of an electricity connection at the Premises in accordance with Part 1, Part 3 and Part 4 of the Quotation.

Signed

Name (in capitals)

Designation

Date

Please return your signed form of acceptance and payment details to **acceptaquote@northernpowergrid.com** or by freepost to:

RSXE-RCZX-XKBL
Connection Acceptance
Northern Powergrid
Station Road
New Penshaw
DH4 7LA

There is no need to make any other reference on the envelope or to attach a stamp.

Please see Part 7 for details of the ways in which in you can pay for the non-contestable work.

Part 3: Quotation Acceptance Form for Northern Powergrid to carry out only the non-contestable work (Option 2) (page 2 of 2)

Your details:

Name / Company: _____

Address: _____

Postcode: _____

Email: _____

Tel: _____

Mobile: _____

Invoice address: (if different)

Name / Company: _____

Address: _____

Postcode: _____

Email: _____

Tel: _____

Mobile: _____

Please select your preferred payment method:

- ☐ Online banking
- ☐ Cheque (enclosed)
- ☐ Bank transfer
- ☐ Credit/debit card
- ☐ Invoice (Please include a copy of your purchase order)

Name of your chosen energy supplier: _____

- ☐ Please tick if you have not yet appointed an energy supplier

Site contact

Please provide details of the person we should contact to agree and schedule the dates for the Work, if different from the name provided under "Your details" above.

Your preferred connection date: _____

Site contact name: _____

Contact address: _____

Telephone: _____

Mobile: _____

Email: _____

For office use only

Clive Jackson

Part 4: Terms and Conditions

1. DEFINITIONS

- 1.1 **"Connection"** means the connection to the Distribution System to be made at the Premises;
- 1.2 **"Contract"** means the contract entered into between the parties for the provision of a connection to the Distribution System, consisting of Part 1, Part 2 or Part 3 (as applicable) and Part 4 of the Quotation;
- 1.3 **"Contract Price"** means the price stated as being the amount payable by the Customer for the completion of the Works (net of value added tax) as varied in accordance with the Contract;
- 1.4 **"Customer" or "you"** means the person, firm, or company that is the owner or occupier of the Premises whose name appears on the Quotation as requiring the Connection;
- 1.5 **"Distribution System"** means the electricity Distribution System of either Northern Powergrid (Northeast) plc or Northern Powergrid (Yorkshire) plc as applicable;
- 1.6 **"Distributor", "Northern Powergrid", "we" or "us"** means Northern Powergrid (Northeast) plc and its successors in title or Northern Powergrid (Yorkshire) plc and its successors in title, as applicable;
- 1.7 **"ICP"** means Independent Connections Provider;
- 1.8 **"Minimum Information"** means the information required under Section 16A(2) of the Electricity Act 1989 (the "Act") or under paragraph 15.4 of standard licence condition 15 of Northern Powergrid's electricity distribution licence ("SLC15") or such other information as we may reasonably require if the Quotation is not in respect of an application for a connection to the Distribution System under either the Act or SLC15;
- 1.9 **"Premises"** means the premises to be connected to the Distribution System as defined on the Quotation Acceptance Form signed on behalf of the Customer;
- 1.10 **"Quotation"** means the offer made by the Distributor to the Customer to provide a connection to the Distribution System, consisting of:
 - i) Part 1: The Common Quotation details;
 - ii) Part 2: The Quotation for Northern Powergrid to carry out the contestable work and the non-contestable work (Option 1) and the Quotation Acceptance Form;
 - iii) Part 3: The Quotation for Northern Powergrid to carry out the non-contestable work (Option 2) and the Quotation Acceptance Form;
 - iv) Part 4: Terms and Conditions; and
 - v) Part 5: The connection agreement for the on-going use of the Connection.
- 1.11 **"Quotation Acceptance Form"** means the acceptance form to be returned by the Customer to the Distributor; and
- 1.12 **"Work" or "Works"** means the Works to be carried out by the Distributor for the Customer as stated in the Contract and as amended pursuant to these terms and conditions.

2. TERMS AND CONDITIONS

- 2.1. These terms and conditions shall be the terms and conditions of Contract. They shall prevail over any other terms and conditions.
- 2.2. The Contract Price is based on the proposed design of the Works and prices current as at the date of this Quotation. Both parties agree that the Distributor shall have the right at its sole discretion to vary the Contract Price:-
 - 2.2.1. following acceptance of this Quotation but prior to commencement of the Works;
 - 2.2.2. if the design of the Works or any of the design parameters alter, are varied or change during the construction of the Works;
 - 2.2.3. if, for any reason (other than those reasons already detailed in Clause 2.2.2) there is any alteration, variation or amendment to the Works, irrespective of which party initiated such alteration, variation or amendment;

2.2.4. if the Works:

- 2.2.4.1.** are not completed within the period of 12 months from the date of this Quotation;
- 2.2.4.2.** are suspended at the Customer's request for more than 3 calendar months pursuant to Clause 5.2; or
- 2.2.4.3.** are suspended pursuant to Clause 6.2.

- 2.3.** If the Contract Price ("**Existing Contract Price**") is varied pursuant to Clause 2.2.1 you will be notified in writing of the revised Contract Price and we will not commence the Works until we receive your agreement to the revised Contract Price in writing.
- 2.4.** If we intend to revise the Existing Contract Price pursuant to Clauses 2.2.2 to 2.2.4 (inclusive) you will be notified of the revised Contract Price in writing and we will not complete any Works, the value of which exceeds the Existing Contract Price, until such time as you notify us in writing of your acceptance of the revised Contract Price.
- 2.5.** If we notify you of a revised Contract Price in accordance with Clauses 2.3 or 2.4 and you decide not to accept the revised Contract Price, either party has the right to terminate this Contract by 7 days' prior notice in writing to the other. We will refund to you an amount equal to the Existing Contract Price, less (i) the value of the Works completed as at the date of termination, (ii) the costs of making the Works safe and (iii) our reasonable costs incurred at the time of termination, including (without limitation) the costs associated with cancelling or terminating any contracts for the supply of any plant, materials or equipment and any contracts for labour or the costs of the same if they cannot be cancelled or terminated.

3. PERIOD OF QUOTATION

The Quotation is open for acceptance by the Customer for a period of 90 calendar days from the date of it, or as otherwise specified in the Quotation.

4. DRAWINGS

The Distributor accepts no responsibility for any drawing, design or specification not prepared by it. The reasonable cost of any additional Work to be carried out by the Distributor as a result of defects or omissions in any such drawing, design or specification shall be calculated and the Contract Price varied pursuant to Clause 2.2.2 or 2.2.3 (as applicable). Any drawing, design or specification prepared by the Distributor shall be indicative unless the Distributor confirms in writing to the Customer that any such drawing is considered to be in final form.

5. ALTERATIONS AND ADDITIONS

- 5.1.** The Work to be carried out by the Distributor shall be that described in this Quotation unless both parties agree otherwise in writing in which case the consequential alteration, variation or amendment to the Contract Price shall be calculated and agreed with the Customer before any alterations to the Works are agreed pursuant to Clause 2.
- 5.2.** If the Customer suspends the Works for any reason, the Contract Price shall be altered, varied or amended in accordance with Clause 2.

6. TERMS OF PAYMENT

- 6.1.** Subject always to Clause 6.2, the Contract Price is payable by the Customer on the date upon which the Quotation Acceptance Form is received by the Distributor, unless otherwise set out in this Quotation. If payment of the Contract Price (or any relevant milestone payment comprising part of the Contract Price) is not made by you within 14 days of the date of an invoice issued by us then we reserve the right to charge interest on the outstanding balance at the rate of 3% per annum above the base rate from time to time of National Westminster Bank plc from the date payment was due until the date payment is made.
- 6.2.** If the Customer fails to make any payment, including payment of any connection offer expenses specified in the notice included in the Quotation, when due then in addition to the rights reserved to the Distributor pursuant to Clause 7.4 the Distributor shall also have the right by notice in writing to the Customer to suspend all the Distributor's obligations under the Contract until such time as payment is made. Any costs, losses and expenses (whether direct or indirect) incurred or suffered by the Distributor as a result of the suspension and subsequent resumption of the Works shall be added to the Contract Price.

7. TERMINATION AND TITLE

- 7.1.** The Customer acknowledges that the Works comprise alterations or improvements to the Distribution System and that notwithstanding payment of the Contract Price the Customer shall not be entitled to any right, title or interest of any nature in any of the assets, equipment or plant used in connection with the Works or created as a result of them.
- 7.2.** The Distributor is entitled to enter upon any premises owned or occupied by the Customer to carry out the Works or to recover assets, equipment or plant belonging to the Distributor.
- 7.3.** If, following our receipt of your signed acceptance of this Quotation, you delay the commencement of the Work or otherwise impede the progress of the Work such that the Work is delayed for a period exceeding three calendar months, this period to be determined at our discretion, we shall have the right to terminate this Contract upon 7 days written notice being given by us to you. Following termination of this Contract in accordance with this Clause 7.3, should you still require a new connection to the Distribution System we will only commence or recommence work upon your making a further formal application for a connection to the Distribution System and our issuing and you accepting a new quotation based on your further formal application.
- 7.4.** Where:
- 7.4.1.** either party ('Defaulting Party') commits any breach of the Contract (including failure to pay on the due date any charge, instalment or other payment);
 - 7.4.2.** the Defaulting Party makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);
 - 7.4.3.** an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of the Defaulting Party;
 - 7.4.4.** the Defaulting Party ceases to carry on business;
 - 7.4.5.** the other party ('Party not in Default') reasonably apprehends that any of the events mentioned above is about to occur in relation to the Defaulting Party and notifies the Defaulting Party accordingly,

then, without prejudice to any other right or remedy, the Party not in Default shall be entitled by written notice to terminate the Contract. In any case where the Customer is the Defaulting Party, and any of the Work has been carried out but not paid for, the Customer shall pay to the Distributor a sum of money equal to the value of such Work as determined by the Distributor notwithstanding any previous agreement to the contrary.

8. COMMENCEMENT AND COMPLETION OF THE WORKS

- 8.1.** The Works shall be commenced and completed on the agreed dates and shall be completed with all reasonable speed.

- 8.2. If the Distributor suffers any direct loss or expense by reason of the regular progress of the Work having been impeded by any reason other than any act, omission or default of the Distributor, then the amount of such loss or expense shall be ascertained by the Distributor and added to the Contract Price. This Clause shall not prejudice any other rights or remedies of the Distributor.

9. DAMAGE TO CUSTOMER EQUIPMENT

- 9.1. Where in the course of carrying out the Work the Distributor works on or tests any equipment owned by the Customer or any third party and that equipment is damaged or destroyed by such Work or tests, the Customer shall bear the cost of repairing or replacing any the equipment except to the extent such damage or destruction is caused by the negligence of the Distributor. The Customer authorises the Distributor to execute any such repair or replacement and agrees to pay the reasonable cost of doing so.

10. LIMITS ON LIABILITY

- 10.1. Nothing in this agreement shall limit liability for:
- 10.1.1. death or personal injury caused by negligence;
 - 10.1.2. fraud or fraudulent misrepresentation; or
 - 10.1.3. any other liability which cannot be limited or excluded by applicable law.
- 10.2. Subject to Clause 10.1,
- 10.2.1. each party's total liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to the lesser of one million pounds and the Contract Price;
 - 10.2.2. neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, in respect of any indirect, consequential or economic loss, loss of contract or loss of profit arising under or in connection with this Contract;
 - 10.2.3. the Distributor shall have no liability to the Customer in respect of any losses, costs or expenses suffered or incurred by the Customer (directly or indirectly) as a result of the failure of the Distributor to complete the Work by any agreed date;
 - 10.2.4. where the Distributor works on or tests any equipment owned by the Customer or any third party and that equipment is damaged or destroyed due to the Distributor's negligence, the Distributor's liability shall be limited to the lesser of:
 - 10.2.4.1. the cost of effecting the repair or replacement;
 - 10.2.4.2. the Contract Price; and
 - 10.2.4.3. five hundred thousand pounds.

11. SUBSTITUTION OF EQUIPMENT

The Distributor reserves the right to substitute other equipment for equipment specified in the Quotation. However, if any such substitution is likely to increase the Contract Price, such substitution will be first agreed with the Customer.

12. ASSIGNMENT

The Customer shall not, without the written consent of the Distributor, assign the benefit of the Contract.

13. VALUE ADDED TAX

The Contract Price shall be increased as appropriate by the amount of any Value Added Tax (at the rate from time to time in force) properly payable in respect of the Work.

14. CONNECTION AGREEMENT

The Customer acknowledges and agrees that, unless stated to the contrary in the Quotation, no equipment or installation, whether belonging to the Customer or any other person, firm or company, will be connected to the Distribution System or energised unless and until the person, firm or company (whether or not the Customer) whose equipment or installation is intended to be connected to the Distribution System has executed and completed the Distributor's standard form of connection agreement for the on-going use of the Connection.

15. SUBSTATION SITES, EASEMENTS AND WAYLEAVES

- 15.1.** As soon as reasonably practicable following the date of the Contract, the Distributor shall establish its requirements for substations, overhead electric lines, underground electric lines and all ancillary apparatus and will notify the Customer of such requirements. Insofar as it is within the ability of the Customer to grant or procure the grant of any conveyances, transfers, leases, deeds of grant and Wayleave consents required by the Distributor, the Customer shall do so without delay or charge and on terms acceptable to the Distributor. Insofar as it is not within the ability of the Customer to grant or procure the grant of any conveyances, transfers, leases, deeds of grant and Wayleave consents, the Distributor shall contact the owners/occupiers of the area(s) of land affected by the relevant requirements and attempt to negotiate and complete all relevant conveyances, transfers, leases, deeds of grant and Wayleave consents. All payments that the Distributor agrees to make to such owners/occupiers shall be repaid by the Customer on demand provided that any such amount in excess of £1,000 (individually, not collectively) shall not be incurred without the agreement of the Customer. The Distributor reserves the right to delay commencement of any other part of the Work until all conveyances, transfers, leases, deeds of grant and Wayleave consents required by the Distributor have been legally completed.

15.2. In the event that the Distributor, having used reasonable endeavours (such expression not being deemed to require the Distributor to use any or all of its statutory powers), has been unable to complete any or all of the said conveyance, transfers, leases, deeds of grant and Wayleave consents within six calendar months of the date of the Contract, or the Customer has not agreed to the amounts referred to in Clause 15.1, the Distributor shall be entitled at any time after such date to terminate the Contract forthwith by notice in writing to the Customer. If it does so, the Distributor shall refund to the Customer within 14 days of the date of the said notice all amounts paid by the Customer to the Distributor pursuant to the Contract less a reasonable amount to reflect the parts of the Work already carried out by the Distributor. If the Customer has not made any payment to the Distributor, the Customer shall pay to the Distributor such amount as the Distributor reasonably considers reflects the parts of the Work already carried out.

16. LEGAL CONSTRUCTION

The Contract shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

17. WHOLE AGREEMENT

The Customer acknowledges that the Contract comprises the whole agreement between the parties and that the Customer has not, in entering into the Contract, relied upon any oral or written representation made to the Customer by the Distributor or its employees or agents.

18. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the terms and conditions of the Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Contract.

19. UNENFORCEABLE CONDITIONS

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.

20. FORCE MAJEURE

The Distributor shall not be liable to the Customer for any delay or failure due to any cause beyond the Distributor's reasonable control.

21. ADDITIONAL TERMS AND CONDITIONS

There shall be deemed included within these terms and conditions any other terms and conditions that are contained in the Quotation and are stated to be 'Additional Terms and Conditions'.

Part 5: The connection agreement for the ongoing use of the Connection

The ongoing use of the Connection will be governed by the attached agreement for connection to Northern Powergrid's Distribution System (the "Connection Agreement"), which you must complete and sign before the Connection is made available for use. Failure to sign and return the Connection Agreement may result in a delay in the Connection being made available.

I have enclosed two copies of the Connection Agreement, together with Appendix 1 detailing the site-specific technical parameters for the Connection. If you feel that any of the parameters set out in Appendix 1 are incorrect, please contact me as soon as possible.

If you accept the Connection Agreement, please sign and **return** both copies along with Appendix 1 to acceptaquote@northernpowergrid.com or by freepost to:

RSXE-RCZX-XKBL
Connection Acceptance
Northern Powergrid
Station Road
Penshaw
DH4 7LA

We will arrange for both copies of the Connection Agreement to be countersigned and return a copy to you. The Connection Agreement will only be effective when:

1. We have countersigned both copies and returned one copy to you for your records; and
2. The Connection has been registered and energised by your chosen energy supplier.

Your energy supplier will be charged for using our Distribution System. These charges may include a component related to the capacity being reserved for the user of the Connection, known as the Maximum Import Capacity ("MIC")/Maximum Export Capacity ("MEC") charge. The MIC/MEC will initially be at the level stated in Appendix 1 to the Connection Agreement and the relevant capacity charges will be based on that MIC/MEC.

On entering into the Connection Agreement, you may request that the MIC/MEC is varied from the level stated in the Connection Agreement. You may also request an appropriate modification under the terms of the Connection Agreement. The effect on the charges for using our Distribution System is subject to our published conditions relating to those charges.

The MIC/MEC will be agreed with us at the time the Connection is made or pursuant to a subsequent change in your requirements. Following such an agreement (be it at the time the Connection is made or later), a reduction in the MIC/MEC will not be allowed for a period of one year.

Reductions in the MIC/MEC may only be permitted once in a 12-month period. Where the MIC/MEC is reduced, the new lower level will be agreed with reference to the level of your maximum demand.

A request to reduce the MIC/MEC may result in us either proposing a modification to the Connection or requiring you to pay a capital sum towards the ongoing costs of the operation, repair and maintenance of the equipment provided under this Quotation that is not subsequently utilised as fully as we had expected at the date of this Quotation.

**Agreement for ongoing connection to Northern Powergrid's Distribution System
Form of Agreement**

BETWEEN

- 1) Northern Powergrid (Yorkshire) plc, (Company Number 04112320) whose registered office is Lloyds Court, 78 Grey Street, Newcastle upon Tyne, NE1 6AF, ("**Company**" or "**we**")

AND

- 2) Customer Name Company Number
Customer Registered Address
.....
("**Customer**" or "**you**")

AGREEMENT

1. You and we agree that the connection of the Customer's Installation to our Distribution System (the "**Connection**") shall be on the terms and subject to the conditions of this connection agreement (the "**Connection Agreement**").
2. This Connection Agreement comprises this Form of Agreement and Appendix 1: Site Specific Technical Parameters for the Connection Point and it incorporates the National Terms of Connection ("**NTC**"), a copy of which can be found at www.connectionterms.org.uk or obtained by calling us on 0800 011 3433. Except where noted in bold, the definitions contained in the NTC shall apply to this Connection Agreement.

We advise you to read the NTC before signing this Connection Agreement. Please note that the NTC limits our liability to you.

3. From the date you sign this Connection Agreement any previous connection agreements for your Premises are superseded and are replaced by this Connection Agreement.
4. Appendix 1: Site Specific Technical Parameters for the Connection Point details the agreement between us in relation to matters including, but not limited to, details of the Premises, the Connection Point, and the technical characteristics of the Connection Point including the Maximum Import Capacity (the "MIC") and the Maximum Export Capacity (the "MEC").
5. The NTC may only be amended with the approval of the Authority. Once signed, any other parts of this Connection Agreement may only be amended by us both agreeing to those amendments. If we can't agree an amendment within 30 calendar days of it being proposed, either of us can refer the matter to the Authority for resolution pursuant to section 23 of the Act. We will give effect to any such determination and shall enter into any agreement as shall be necessary to give effect to any such determination.
6. Addresses for Notices
- (a) to the Company: for the attention of the Company Secretary, Northern Powergrid (Yorkshire) plc, Lloyds Court, 78 Grey Street, Newcastle upon Tyne, NE1 6AF
- (b) to the Customer: for the attention of

Signed By _____
Print Name _____
Job Title _____
Date _____
for and on behalf of
Northern Powergrid (Yorkshire) plc

Signed By _____
Print Name _____
Job Title _____
Date _____
for and on behalf of the Customer

**Agreement for ongoing connection to Northern Powergrid's Distribution System
Form of Agreement**

BETWEEN

- 1) Northern Powergrid (Yorkshire) plc, (Company Number 04112320) whose registered office is Lloyds Court, 78 Grey Street, Newcastle upon Tyne, NE1 6AF, ("**Company**" or "**we**")

AND

- 2) Customer Name Company Number
Customer Registered Address
.....
("**Customer**" or "**you**")

AGREEMENT

- 1) You and we agree that the connection of the Customer's Installation to our Distribution System shall be on the terms and subject to the conditions of this connection agreement (the "**Connection Agreement**").
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- 4) Appendix 1: Site Specific Technical Parameters for the Connection Point details the agreement between us in relation to matters including, but not limited to, details of the Premises, the Connection Point, and the technical characteristics of the Connection Point including the Maximum Import Capacity (the "**MIC**") and the Maximum Export Capacity (the "**MEC**").
- 5) The NTC may only be amended with the approval of the Authority. Once signed, any other parts of this Connection Agreement may only be amended by us both agreeing to those amendments. If we can't agree an amendment within 30 calendar days of it being proposed, either of us can refer the matter to the Authority for resolution pursuant to section 23 of the Act. We will give effect to any such determination and shall enter into any agreement as shall be necessary to give effect to any such determination.
- 6) Addresses for Notices
- (a) to the Company: for the attention of the Company Secretary, Northern Powergrid (Yorkshire) plc, Lloyds Court, 78 Grey Street, Newcastle upon Tyne, NE1 6AF
- (b) to the Customer: for the attention of

Signed By _____
Print Name _____
Job Title _____
Date _____
for and on behalf of
Northern Powergrid (Yorkshire) plc

Signed By _____
Print Name _____
Job Title _____
Date _____
for and on behalf of the Customer

Appendix 1: Site Specific Technical Parameters for the Connection Point

	Import	Export
Premises	Holderness Drain PS, King George Dock, Hull	Not Applicable
MPAN		
Maximum capacity (kVA)	2000kVA (the MIC)	(Nil) 0 (the MEC)
Connection Point	High-voltage metering CB	Not Applicable
Type of supply	11000V Three phase, 3 wire/	Not Applicable
Supply characteristics maximum fault level	11,000 volts – 250MVA	Not Applicable
Type of Connection	Alternative Switched	Not Applicable
Tariff description (LLFC)	HV Tariff	Not Applicable

Tariff descriptions

A high-voltage tariff applies to Customers where the substation is connected to the Distribution System at a voltage of at least 1kV and less than 22kV and where the current transformer used for the Customer's settlement metering is located at the substation.

Type of Connection (Delete definition not appropriate)

An alternative switched connection provides an arrangement that will restore capacity by switching following a fault on the Connection Equipment or one of the circuits forming part of the Connection or the Distribution System feeding the Exit Point.

Ownership and maintenance responsibility of building and equipment

All apparatus on the Company's side of the Connection Point will be controlled, operated and maintained by the Company. All buildings, other plant and equipment are owned and will be maintained by the Customer.

The Company's staff are on duty at all times in the Company's contact centre and, when making contact with the Company, Customers should identify themselves and the Connection Point about which they are calling in a clear and concise manner.

The Company's Contact Centre can be contacted on 0800 66 88 77 (Northeast) or 0800 37 56 75 (Yorkshire).

Generation in parallel with our Distribution System

The Company has not agreed to the operation of generators in parallel with the Company's Distribution System.

Special conditions

1. With effect from the date 18 months after the date of this Connection Agreement, the MIC and the MEC will each be the lower of (i) the MIC and/or the MEC, as applicable, and (ii) the MIC and/or the MEC actually installed at the Premises on that date; and
2. If, in any 12 month period, the amount of electricity imported or exported through the Connection Point is never greater than 75% of the MIC and/or the MEC, as applicable, the Company will give notice to the Customer that it wishes to reduce the MIC and/or the MEC, as applicable, and, if you agree, the MIC and/or the MEC will be amended accordingly.

Part 6: Additional information

Please note that capitalised terms in this Part 6 have the same meaning as in the Quotation, where appropriate.

Your ICP's responsibilities

If you choose Option 2, the ICP with which you enter into a contract will be responsible for all of the contestable works, which includes but may not be limited to:

1. Providing, installing, testing and cabling any switchgear required to provide your Connection;
2. Providing a suitable earthing system for the substation. Please note that your ICP will need to know that the substation is classed as HOT and the high-voltage and low-voltage earths cannot, therefore, be combined;
3. Terminating your own high-voltage cable into the metered circuit breaker; and
4. Providing you with a push-button trip adjacent to the meter that will enable you to disconnect your equipment in an emergency. If the push button is used, we will need to carry out the reconnection and this service will normally be chargeable.

Your appointed ICP will be able to provide you with more information regarding the contestable works.

Substation Accommodation

1. In certain circumstances where a substation is required, such as in the case of housing developments, we prefer to acquire the freehold interest in the land on which the substation is located. We would, therefore, own that land and register the title to it at the Land Registry.
2. In some situations where a substation is required, such as connections to our Distribution System for commercial or industrial developments, we may wish to secure the substation site by freehold transfer or we may be prepared to secure it by a lease. Under a lease, the landowner allows us the right to occupy the land or building over a period of time (usually 60 years). The lease will include rights for us to access the substation building 24 hours a day, every day, together with rights for underground cables or associated apparatus. A lease is a legal document that we would register with the Land Registry.
3. On receipt of your signed Quotation Acceptance Form and payment, we will pass your project to our wayleave team and assign a wayleave officer who will undertake any searches that may be required, including with the Land Registry and the highway authority as well as appropriate environmental searches. Once all this information has been obtained, the wayleave officer will start the process of obtaining the relevant permissions and carry out any required consultations. If we need to secure any rights on your land, our wayleave officer will contact you to discuss the requirements and you may be asked to provide details of the solicitor who will be acting on your behalf to complete any legal documentation.

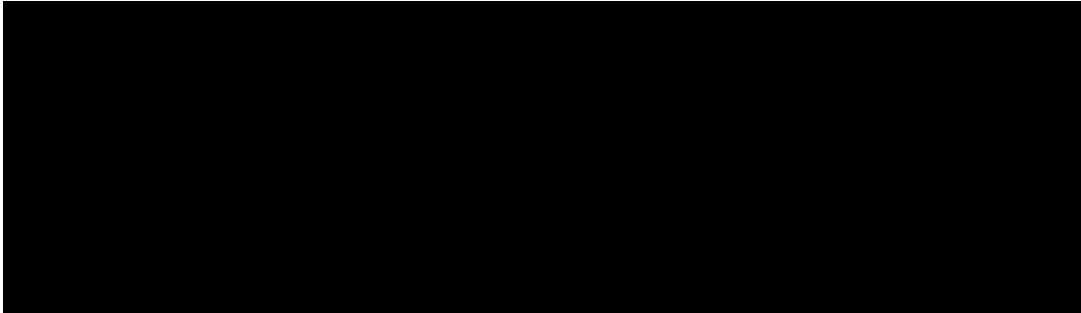
Your excavation guide

The plan we provide is for indicative purposes only and it should not be used to set people to work.

You are responsible for confirming the work required, together with all cable routes, by contacting our project manager before our Work can start.

Please contact us on 0191 229 4295 or e-mail safediggingplans@northernpowergrid.com for a plan with the location of our equipment.

Health and Safety Executive `Avoiding Danger` documents HSG47 and GS6 must also be consulted if you are working in proximity to any overhead lines or underground cables. Both documents can be obtained at www.hse.gov.uk.



Overview

- Install slow bends and draw ropes as required.

Supplementary information

Minimum cable and ducting depths

The minimum cover depths for **low-voltage** mains and service cables and ducts are:

- 450mm below final ground level of footpaths and verges
- 600mm below final ground level of drives and roads
- 910mm below final ground level in agricultural land

The minimum cover depths for **high-voltage** cables and ducts are:

- 600mm below final ground level of footpaths and verges
- 750mm below final ground level of drives and roads
- 910mm below final ground level in agricultural land

You must provide us with a scale drawing showing the size, route and depth of any ducts you have installed. If you do not do so, Northern Powergrid will have to confirm the route and depth of the installation, any such work will constitute an alteration, variation or amendment to the Works, the Contract Price will be varied in accordance with clause 2.2.3 of the Terms and Conditions and any additional costs incurred will be charged to you.

Part 7: Ways to pay

You can pay in the following ways

You must use the Enquiry (ENQ) number shown at the top of this Quotation as a reference when making any payment.



Online banking

Transfer a payment direct from your online bank account to our bank account using the Enquiry (ENQ) number shown at the top of this Quotation as a reference. Our bank account details are shown below under “Bank transfer”.



Bank transfer

Contact your local bank to make a transfer to our bank account using the Enquiry (ENQ) number shown at the top of this Quotation as a reference.

Our bank account details are:

Bank	Lloyds Bank plc, Grey St, Newcastle upon Tyne, NE1 1SL
Sort Code	30-93-71
Account number	03539984
Account name	Northern Powergrid (Yorkshire) plc



Credit or debit card

Call us on 0800 011 3433 to pay using a Visa debit/credit or MasterCard or Maestro credit/debit card, quoting the Enquiry (ENQ) number shown at the top of this Quotation.



Cheque

If you are paying by cheque, make it payable to Northern Powergrid (Yorkshire) plc and write the Enquiry (ENQ) number shown at the top of this Quotation on the back. Please do not send cash or bank notes to us in the post.



Invoice

If you would like us to invoice you, please provide a copy of your purchase order with your form of acceptance.

For further information please visit our website:

www.northernpowergrid.com/services-directory/making-a-payment