

Our reference: FEV828/1 Your reference: Bracklesham Barn

Mark Wells Wagner Renewables Ltd Unit 1B Keynor Farm Keynor Lane Chichester West Sussex PO20 7LL



Byron Lawton Southern Electric Power Distribution plc Connections And Engineering 4 Penner Road Havant Hampshire PO9 1QH

1738 344826
 byron.lawton@sse.com
 www.ssen.co.uk

12 March 2025

Dear Mark,

BRACKLESHAM BARN, BEECH AVENUE, BRACKLESHAM, CHICHESTER, WEST SUSSEX, PO20 8HU

"Install 25kW of generation as the total installed capacity but within this, set the Agreed Export Capacity to 25kW or below."

Thank you for your recent enquiry. We are pleased to provide you with an Offer on behalf of Southern Electric Power Distribution plc for an increase in generation connection capacity at the above address. This letter (including the pages attached to it which contain the Breakdown of Charges and Additional charges and assumptions, the Acceptance, and the Information Pack), together with the enclosed Standard Terms and Conditions constitutes our Offer.

We have completed a network study and this has established that we do not need to carry out any reinforcement of our network to allow you to connect your generator. In accordance with relevant Energy Networks Association (ENA) Engineering Recommendation you must not connect your generator until you have accepted this Offer and paid the network study fee and witness testing fee (where applicable), and the commissioning of the installation has been witnessed by us (where relevant).

Our Offer is subject to our obtaining all necessary legal consents to carry out the work as planned, including any consent required from third parties. Please refer to our website for more detailed information at www.ssen.co.uk/LandRights.



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This Offer for All Works has been quoted including VAT (as applicable). Our Offer remains open for acceptance for the period stated in the enclosed Standard Terms and Conditions.

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You can see a Breakdown of Charges included in our Offer on the next page. Please note that we will not be able to schedule works until you have accepted this Offer and we have received all sums due and payable on acceptance for the works detailed in this Offer. Where your Offer includes reinforcement or you are a Second Comer and the initial connector has not yet been energised, then your connection cannot be energised until these works are complete. Upon completion of the electrical works you are also required to pay any applicable 'Second Comer' charge as set out in this Offer, in accordance with the Electricity (Connection Charges) Regulations (ECCR).

The quotation has been calculated based on the information provided to date but please be aware that we will charge for any additional work required that has not been included in this Offer. It is important that you check the Offer thoroughly to avoid incurring any further charges.

We reserve the right to terminate our contract with you in certain circumstances where the works have not commenced or did commence but were then delayed. Our right to terminate is set out in the Standard Terms and Conditions enclosed with this Offer Letter. For the purposes of termination of contract, the period specified is 12 months from the date of your acceptance of this Offer.

How long will it take?

It typically takes us **6 months** to complete a connection offer of this type, from the date acceptance is received. This date relates only to the Distribution Works required to provide the Connection, where applicable, and does not account for any Transmission Works that may be required.

This timescale is dependent on:

- 1. any further discussions we may have with you regarding the programming of the works;
- 2. all necessary land rights, planning and other consents being obtained in sufficient time;
- 3. the completion of any works by other people or companies (which may include you) that must be done before we can complete our works;
- 4. any access arrangements as may be specified in this connection offer;
- 5. any delays to the works due to unplanned outages on the Distribution network.

The above timescale is indicative and should be used for general planning purposes only as the completion date for the work has not yet been formally agreed.

We need to identify three key roles on every project to ensure that the right matters are handled by the right people. This includes the **Connecting Customer** (the person or company who will ultimately use the connection), **Commercial Contact** (the person or company appointed by the Connecting Customer to manage the job on their behalf) and **Payer** (the person or company appointed by the Connecting Customer to manage the finances on the job).

From the information you've provided to date, we've assumed the following:

Connecting Customer:Tracey GlitheroCommercial Contact:Wagner Renewables LtdPayer:Wagner Renewables Ltd

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If the above isn't correct, or if you would like to change any of the above named parties, please let us know. Further information about these roles can be found at the following address: <u>ssen.co.uk/our-services/new-supplies/contracted-parties</u>

INTERACTIVITY PROCESS: If we receive a number of applications for connection to the same part of our distribution system and there is insufficient capacity or other constraints that will prevent those connections and your proposed connection from being made, we will apply our interactive connection application process. If your connection offer becomes interactive we will notify you of this. To avoid delays in our interactive connections process, the period within which each customer will have to accept an interactive connection offer is reduced to 30 days, or less if the period remaining for a customer to accept the offer is already shorter than 30 days. For the avoidance of doubt, it will not be possible to extend the acceptance period where the interactive connections process applies. More detail of the interactivity process can be found in the interactivity section of our website: https://www.ssen.co.uk/Connections/InteractivityProcess/

We have enclosed with this Offer an Information Pack, which contains information relevant to the work for which you have been quoted. Our **Statement of Methodology and Charges for Connection** provides detailed information regarding our charges. You can download our **Statement of Methodology and Charges for Connection** from our website at <u>www.ssen.co.uk/Library/ChargingStatements</u>. We trust the information we have provided is of assistance and if we can help further please do not hesitate to contact us. Alternatively, you may wish to visit our website at <u>www.ssen.co.uk</u> for further information.

Yours sincerely,

Byron Lawton

Connections Quoter

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Glossary of Defined Terms

"Adoption Agreement"	An agreement for us to adopt the Contestable Work, subject to the satisfaction
((A 11) A / 1 11	of certain conditions.
"All Works"	Where both the Contestable and Non-Contestable Works are carried out by
	Scottish Hydro Electric Power Distribution plc or Southern Electric Power
" O	Distribution plc.
"Connections Regulations"	Means regulations made in relation to connections standards of performance under section 29A of the Electricity Act 1989.
"Contestable Works"	Also known as Contestable Connection Activities, are works necessary for the
	provision of the Connection which can also be undertaken by an ICP or an IDNO.
"Distribution Code"	Means the Distribution Code that Scottish Hydro Electric Power Distribution plc
	and Southern Electric Power Distribution plc is required to maintain in force.
"DNO"	Means Distribution Network Operator. Electricity distribution networks carry
	electricity from the high voltage transmission grid to industrial, commercial and
	domestic users. Scottish Hydro Electric Power Distribution plc and Southern
	Electric Power Distribution plc are licensed distribution network operators
	(DNOs).
"ICP"	Means an accredited Independent Connections Provider registered with the
	Lloyd's Register, including its agents.
"IDNO"	Means Independent Distribution Network Operator. These are smaller networks
	owned and operated by Independent Network Operators (IDNOs) located within
	the areas covered by the DNOs.
"Licence"	Also known as Electricity Distribution Licence means an electricity distribution
	licence granted or treated as granted under section 6 (1) (c) of the Electricity Act 1989 that authorises a electricity distributor to distribute electricity.
"Non-Contestable	Also known as Non-Contestable Connections Services, are those services which
Works"	are necessary for the provision of a connection and in accordance with our
	Connection Charging Statement, cannot be provided by a person other than
	Scottish Hydro Electric Power Distribution plc or Southern Electric Power
	Distribution plc.
"Point of Connection"	The point (or points) of physical connection to our existing Distribution System.
"Point of Supply"	The point (or points) of physical connection of the electricity supply into the
	property.
"Second Comer"	Any connectee who subsequently connects to and benefits from infrastructure
	paid for by an earlier connectee and is therefore liable to pay for their share of
	incurred costs under the Electricity (Connection Charges) Regulations.
"Statement of	The Connection Charging Methodology is a complete and documented
Methodology and	explanation of the methods, principles and assumptions for our connection
Charges for	charges. The Connection Charging Statement sets out the basis of charges for
Connection"	the provision of a connection.
"The Electricity	Means The Electricity (Connection Charges) Regulations 2002 or Electricity
(Connection Charges)	(Connection Charges) Regulations 2017 as applicable. These regulations
Regulations or	provide that where a person connects to and benefits from electricity
(ECCR)"	infrastructure that was paid for by an initial connectee, the earlier connectee can
· · · · · · · · · · · · · · · · · · ·	be reimbursed for a share of the costs by subsequent connecting customers.
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What you need to do

You are required to ensure that all works on your own electrical installations are carried out by a qualified electrical contractor. Statutory qualification schemes, for Building Regulation purposes

Statutory qualification schemes, for Building Regulation purposes, are currently run by NICEIC, SELECT, ECA, NAPIT, ELECSA, British Standards Institution and BRE Certification.

Please enclose either a cheque or, if paying by Bank Transfer, make payment before acceptance. Alternatively, you may call to pay by credit/debit card or use our online services.

Please note

Southern Electric Power Distribution plc is the Distribution Network Operator (DNO) for the area in which your project is located. There are Independent Connection Providers (ICPs) and Independent Distribution Network Operators (IDNOs) who may be able to provide you with an alternative Offer to carry out some of this work. Please refer to https://www.lrga.com/engb/utilities/ners/search/ for further details.

This Offer serves as a notice under Section 16A (5) of the Electricity Act 1989. Should you have any concerns relating to this Offer please contact us using the details on the first page of this letter and we will try to resolve any issues directly with you. If you still then have concerns, Section 23 of the Act allows for any unresolved disputes relating to the provision of this Offer to be determined by the Gas and Electricity Markets Authority (the "Authority"). The dispute must be referred to the Authority within 12 months following the date of connection. The dispute may be determined either by an Order of the Authority, or referred by the Authority for arbitration. An order made in relation to the dispute shall be final and binding on the parties and may include a direction to pay costs and expenses.



We can often offer a payment schedule depending on the timescale and costs of your project.

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Please contact your designer if you wish to discuss the above.



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	Net total at low rate VAT	£0.00
	Net total at zero rate VAT	£0.00
	VAT at standard rate (20%)	£0.00
Your All Works Offer	VAT at low rate (5%)	£0.00
explained	Total charge to applicant	£0.00
explained		

explained

Breakdown of Charges

All works totals

Net total at standard rate VAT

Please refer to our enclosed Detailed Cost Breakdown for further information.

Alternative Offer to provide Non-Contestable Work Only

Some of the works included in the above Offer are Contestable Works and may be delivered by an Independent Connections Provider (ICP) or Independent Distribution Network Operator (IDNO) known as an Alternative Provider. Such providers are listed at https://www.lr.org/en/utilities/national-electricity-registration-schemeners/search/, and may be able to provide you with alternative offers for the work.

We must provide the Non-Contestable Works if you choose to progress with this connection. Our Offer for the Non-Contestable Works is detailed below:

Non-contestable Works totals

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Net total at standard rate VAT	£0.00
Net total at low rate VAT	£0.00
Net total at zero rate VAT	£0.00
VAT at standard rate (20%)	£0.00
VAT at low rate (5%)	£0.00
Total charge to applicant	£0.00

If you accept the Non-Contestable Works Offer only you must appoint an Independent Connection Provider (ICP) or Independent Distribution Network Operator (IDNO) to deliver the Contestable Works and ensure your full connection is completed. The appointed ICP/IDNO is required to submit a design to us (for our approval or for our review if self-design approval) and to enter into an Adoption Agreement with us, for the Contestable Works to be adopted by us, prior to final connection. Where we are asked to approve the design, an additional charge is required to be paid. You can find information on our charges on our website in our Statement of Methodology and Charges for Connection.

More details on what is required for design approval can be found on our website at www.ssen.co.uk/CompetitionInConnections/.

The ICP is required to send their design for review or approval to nc.connections@sse.com

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Additional Charges and Assumptions

We reserve the right to amend the charges at any time after the date of this Offer as a result of variations to material or labour costs which will impact upon the costs incurred by us in providing the Connection. Please note that whilst such changes in costs may occur at any time due to contractual variations and/or our rights and/or obligations to recover costs incurred pursuant to legislation or our licence, such a change is very likely to be relevant where the estimated date of completion of the Distribution Works is in excess of 12 months from the date of this Offer.

Important notice: Traffic Management Act – Street Works Permit schemes

Local Authorities in England and Wales are likely to introduce a new Permit Scheme for street works that will include charges for providing the permits. It is not clear at this time which Local Authorities will introduce this scheme, when the scheme will be introduced, which streets will be affected or what the level of charges will be. These charges are not within Southern Electric Power Distribution plc's control.

This Offer excludes any charges that may be levied by the Local Authority in respect of these costs. It is important to note that any such charges which are relevant to this project will subsequently be passed on to you through a separate invoice. In addition to the actual charges from the Local Authority, we will charge $\pounds 25.00 + VAT$ to cover our administrative costs. Acceptance of this Offer means that you also accept these additional charges.

You may wish to seek clarification on how these charges may affect you from the relevant Local Authority.

Land Rights (including wayleaves), Planning and Other Consents

Third party consents may be required for the works and we have assumed that they will be granted without dispute and in accordance with Southern Electric Power Distribution plc's standard land rights' style agreements.

Where we are unable to obtain third party consents, the design and terms of our contract with you may need to be revised and you will need to meet any associated additional costs that may be incurred by us or such third party, arising from but not limited to:

Land rights

- Legal and other professional fees and expenses incurred by us and any third party in connection with securing the required land rights;
- Wayleave fees levied by third parties to process wayleave agreements; and
- Costs associated with any compulsory purchase or necessary wayleave applications, which may have to be submitted under the Electricity Act 1989. Timescales and costs for determination of a compulsory purchase or wayleave consent will depend on the specific circumstances of the application. An application for a compulsory purchase or necessary wayleave does not guarantee a positive determination. The decision to pursue a compulsory purchase or necessary wayleave remains at the sole discretion of Southern Electric Power Distribution plc.

Other consents

• Specialist ecology surveys;

- Tree cutting compensation and sterilisation;
- Archaeology investigations including watching briefs; and

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• Damage claims and any associated surveyor's fees where the damage is over and above what is reasonably necessary to undertake the works.

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Job reference: FEV828/1

Offer for Load Increase at BRACKLESHAM BARN,

Please indicate which Offer you wish to accept:

All Works

Non-Contestable Works only

You can pay the charges set out in this Offer by credit or debit card, cheque or bank transfer, either by post, by phone or via our website (if you are registered). Please note that we accept card payments for charges up to £10,000 in value (including VAT). If you wish to pay for charges above that value by card payments, please contact us and we will review your request, we may be able to agree card payment at a higher value but are not obliged to do so.

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If you wish to pay by credit or debit card, you can do this by logging in to your account at <u>https://ssen.custhelp.com/app/home</u>, or please call our payment line on 0800 197 5527 and use the phone payment reference provided below. You may only pay on the Customer's behalf if you have been formally appointed as "Payer" by the Customer. Any payment without such appointment will be entirely at your own risk.

Phone Payment Reference: 982602-8321-000969-522828-6

Please complete this form and return it to us by post or email:

Attn. Quote Acceptance, Connections and Engineering Scottish and Southern Electricity Networks 4 Penner Road Havant Hampshire PO9 1QH

E-mail: guote.acceptance@sse.com

If paying by cheque, please make it payable to Southern Electric Power Distribution plc. Please complete this form and return it with your cheque to the address above.

If paying by bank transfer, you must instruct your bank to transfer funds **before** returning this form to the above address. Please ask your bank to label your payment with the job reference as given above. Our bank account details are:

Account name: Bank: Sort code: Account number: IBAN code: Swift No (BIC): UTR: VAT registration number: Southern Electric Power Distribution plc Barclays 22-54-74 20217824 GB08 BARC 22547 420217824 BARC GB 22 64581 10616 553 7696 03



Choose your method of payment:

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If you wish to accept this Offer please date and sign the acceptance at the end of this acceptance form.

Once we have received your payment in cleared funds we will issue a receipt to you at the address you have notified to us or to such alternative address as you advise us prior to issue of the receipt.

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If we receive your payment without this completed acceptance form, we shall be entitled but not obliged to treat your payment as acceptance of our Offer. Where the quotation value is greater than $\pounds 100,000$ (including VAT) we do require the completed acceptance form.

If you cancel the works referred to in this Offer before commitment or commencement of any associated tasks, we will return any sums paid to us minus administration costs. If you entered into a contract with us as a consumer the terms of our Supplementary Consumer Terms and Conditions will apply in respect of your cancellation and refund rights.

If you cancel the works before completion, we will deduct any costs incurred which will include the costs of any site visits conducted, drawings and plans produced for your works and administration costs incurred prior to receipt of your cancellation notice. If you entered into a contract with us as a consumer the terms of our Supplementary Consumer Terms and Conditions will apply in respect of your cancellation and refund rights.

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If you accept our Non-Contestable Works Offer only, you understand that we will not complete the contestable element of the All Works Offer. You then must appoint an Independent Connection Provider (ICP) or Independent Distribution Network Operator (IDNO) to deliver this for you.

If you are accepting this Offer as a consumer our Standard Terms and Conditions are varied by the enclosed Supplementary Consumer Terms and Conditions. Please note that your rights as a consumer mean that you are entitled to cancel the contract within 14 days following your acceptance of our Offer and we must refund any payment you have made to us in respect of the works. We are not allowed to commence the works during this 14 day period, unless you consent to this. If you want us to undertake the works at the earliest possible date and where possible to start during the 14 day cancellation period please confirm by marking an "X" in the box below.

L..... I confirm that I consent to the provision of the works during the 14 day cancellation period and that I have read the enclosed Supplementary Consumer Terms and Conditions.

Please note that it may not be possible for us to commence the works during the 14 day cancellation period and your consent does not mean that we are under any obligation to do so.

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I confirm that I have read, understood and accept the terms and conditions set out in and accompanying this Offer.

Signed:	Date:	
Name (PRINT)		
Position (PRINT)		

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Please use this sheet as a return address.

Quote Acceptance Team Connections and Engineering Scottish and Southern Electricity Networks 4 Penner Road Havant Hampshire PO9 1QH

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We have enclosed this Information Pack which we trust you will find useful. This pack contains information relevant to the Offer made. However, if you have any further questions, please don't hesitate to contact us.

Contents

Safety

When we carry out any job, Safety is our first priority. Your safety is important to us. Our motto is, "We do it safely, or not at all". Please read the enclosed information carefully and if in any doubt, please ask us to explain.

Connections Guaranteed Standards of Performance

The Connections Guaranteed Standards of Performance are guaranteed standards of service levels set out under the Connections Regulations and must be met by each distribution company. These standards have been set to guarantee a level of service that is reasonable to expect companies to deliver.

If the distribution company fails to meet the level of service required, it may be obliged to make a payment to the customer. To find out what these guaranteed standards of performance cover please visit our website at www.ssen.co.uk/CustomerService/PerformanceStandards.

Please visit the Gov.uk website at <u>www.legislation.gov.uk/uksi/2015/698/made</u> if you require more information in relation to guaranteed standards in respect of demand connections. For generation connections Ofgem's Distributed Generation Standards Direction Guidance Document can be located at <u>www.ofgem.gov.uk/publications-and-updates/distributed-generation-standards-direction-guidance-document</u>.

Your connection details

This details what size (capacity) and voltage your generation connection(s) will be. It includes information about your Connection Agreement (if required), and advice on appointing a supplier, what you need to do to get a meter installed, positioning of your supply point and Earthing of your connection (as appropriate).

Your site requirements schedule

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This gives details of any site works you will need to complete for us to meet your requirements. It includes what you need to know about cable routes and trenching. It also includes any special or unusual load you have requested to be included in your connection such as motors and welders.

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Safety

We ask you to take note of the following:

In accordance with the Health and Safety Executive Guidance Note GS6, you are required to take every precaution to ensure that cranes, tipper lorries, scaffolding, ladders and other plant employed on your works are kept at a safe distance from overhead electric lines and their supports and that such supports are not disturbed by excavations. Goal posts with height restriction will need to be placed at appropriate locations for vehicles passing underneath Southern Electric Power Distribution plc's overhead lines.

In accordance with Health and Safety Executive Guidance Note HSG47 care will also be necessary when digging in proximity to underground cables, particularly if mechanical excavators are used.

Overhead lines, underground cables and other electrical plant must be regarded as being "live". Before commencing work in proximity to such plant, written notification must be given to Southern Electric Power Distribution plc.

If during the course of your works, any cable should be damaged by you/or your contractors, then this fact must be reported to our Emergency Service Centre on 08000 72 72 82 (Central southern England) immediately. You will be liable to us for the full cost of any repairs.

Locating cables on site

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Any drawings that we have enclosed with this Offer may not be suitable for locating cables on site due to scaling issues. If you wish to obtain the latest copies of our cable records please refer to https://www.linesearchbeforeudig.co.uk/

You must excavate hand-dug trial holes to establish the actual positions of all cables before any mechanical excavation works commence.

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Your connection details

Microgeneration > 3.68 kW per phase to 29.9 kW Connection Characteristics and Operational Conditions

The generation connection(s) will be three-phase, 230 - 400Volts, and alternating current at 50Hz, with a maximum generation export capacity of 25kW. If you wish to increase the generation capacity over the 25kW applied for you will need to make another application for approval.

The generation should be installed and protected strictly in accordance with relevant ENA Engineering Recommendation. We would particularly draw your attention to the requirements for each supply to:

- Fit a mechanical, lockable isolator that disconnects all phases and neutral conductors at an accessible location on the generator circuit; and
- Fit a suitable warning label at our main service fuse unit and meter position.
- Where your generation connection involves multiple phases you will need to balance the generation output evenly across the phases.
- Operate the generator at between 0.95 lead to 0.95 lag power factor, and ensure the maximum export capacity of 25kW is not exceeded and the voltage at Southern Electric Power Distribution plc's service cable termination does not exceed 440 Volts.

If your equipment is operating outside these parameters, please, contact us regarding your requirements.

 Ensure that all works on your own electrical installation are carried out by a qualified electrical contractor who is registered. Statutory qualification schemes, for Building Regulation purposes, are currently run by NICEIC, SELECT, ECA, NAPIT, ELECSA, British Standards Institution and BRE Certification. For Government approved organisations that register electricians please refer to the Electrical Safety Council.

The generation must be installed, operated and maintained in accordance with the requirements of the Distribution Code. This can be downloaded from the Distribution Code website at <u>www.dcode.org.uk</u>.

Under the terms of the Distribution Code, your generation plant may be subject to operational constraints related to planned or unplanned works on Southern Electric Power Distribution plc's Distribution System. Southern Electric Power Distribution plc will not be liable for any loss of generation income as a result of a fault or maintenance on any part of our network.

Under no circumstances may you connect the proposed generator to Southern Electric Power Distribution plc's Distribution System without accepting this Offer and paying all sums due as detailed in this Offer.

Earthing – Existing Premises

As per your existing Earthing arrangements.

Meter Position / Meter Location for Import / Export Metering – Existing Premises

As per existing position / location.

Existing MPAN: 2000054955243

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Site Requirements

This site requirements schedule includes any detailed requirements for our on-site works, what you need to know about cable routes and trenching and any special or unusual load you have requested to be connected such as motors and welders.

Southern Electric Power Distribution plc Reference: FEV828/1

Site address: Beech Avenue Bracklesham Bay Chichester West Sussex PO20 8HU

Offer date: 12 March 2025

This site requirements schedule gives details of the site works you will need to complete for us to meet your requirements. Please read this document carefully as any problems with these works may result in additional charges and/or delays. If you need any assistance please contact us.

When we attend to undertake our works you must ensure that any substation's site(s), cable routes and any associated overhead line positions are clear of all encumbrances and ready for on site construction.

You are required to ensure that all works on your own electrical installation are carried out by a qualified electrical contractor who is registered. Statutory qualification schemes, for Building Regulation purposes, are currently run by NICEIC, SELECT, ECA, NAPIT, ELECSA, British Standards Institution and BRE Certification. For Government approved organisations that register electricians please refer to the Electrical Safety Council.

Cable Routes and Ducts

Before we can lay our cables you will need to set out kerb lines, establish levels where roads or footpaths are not yet being constructed and, provide routes clear of obstructions or building materials. We will charge you for any subsequent alterations to our cables because of changes to the site layout.

The proposed cable routes are shown on the draft site plan.

You are required to ensure that all works on your own electrical installation are carried out by a qualified electrical contractor who is registered. Statutory qualification schemes, for Building Regulation purposes, are currently run by NICEIC, SELECT, ECA, NAPIT, ELECSA, British Standards Institution and BRE Certification. For Government approved organisations that register electricians please refer to the Electrical Safety Council.

Removal of Southern Electric Power Distribution plc's Equipment

Any equipment disconnected from our network is still our property. You may not remove any disconnected plant or cables without our prior agreement.

Special Loads

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We need to know if you propose to install any motors, welders, control gear or other equipment which might generate harmonics. Such equipment may affect electricity supplies to other customers in the area, as well as damaging our own equipment.

If you connect this type of equipment without our prior agreement and inclusion in our designs, we may insist upon its disconnection until the situation has been resolved. You will be liable for any additional costs this may incur.

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The Company's Standard Terms and Conditions

Definitions:	
The "Company":	Shall mean either Scottish Hydro Electric Power Distribution plc or Southern Electric Power Distribution plc as specified in the Offer Letter;
The "Adoption Agreement":	The agreement between the Customer and the Company for adoption of any Contestable Connection Works undertaken by the Customer;
The "Agreement":	The agreement constituted by the Offer and the Customer's acceptance and any permitted variation from time to time;
The "Agreement Date":	The date of the Customer's acceptance of the Offer;
The "Company's Requirements":	The Company's technical requirements as set out on the Website and the Offer;
The "Connection Agreement":	The agreement between the Company and the Customer relating to the connection of the Customer's premises;
"Consumer":	Means an individual acting for purposes which are wholly or mainly outside the individual's trade, business, craft or profession;
"Consumer Terms and Conditions":	Means the Supplementary Consumer Terms and Conditions attached to these Standard Terms and Conditions;
The "Contestable Connection Works":	The part of the Works that the Customer may elect to undertake or appoint an appropriate third party to undertake;
The "Cost Apportionment Contribution":	A financial contribution made with respect to the costs of connection from the Company in favour of the Customer;
The "Customer":	The person, firm or company whose name and address is shown in the Offer Letter;
The "Equipment":	The equipment, plant and/ or apparatus the Company will supply as detailed in the Offer Letter;
The "Land Rights":	Means rights in, under or over land for the construction, installation, operation, repair, maintenance, renewal or use of the Contestable Connection Works and/or the Works;
The "Land Rights Criteria":	The criteria as set out on the Website providing the Company's requirements for Land Rights;
The "Offer":	These standard terms and conditions and the Offer Letter;
The "Offer Letter":	The letter and attached pages sent to the Customer by the Company setting out details of the Works, the Quotation and other matters relating to the connection;
The "Quotation":	The Quotation for the Works as set out in the Offer Letter;
The "Information Pack":	The customer site requirements document supplied with the Offer;
The "Website":	The website at www.ssen.co.uk or at such other domain name as the Company may use from time to time;
The "Works":	The works that the Company will carry out as detailed in the Offer; and
"Second Comer Charge":	Means any amounts payable by the Customer pursuant to The Electricity (Connection Charges) Regulations 2002 or Electricity (Connection Charges) Regulations 2017 as applicable.
	Electricity (Connection Charges) regulations 2017 as applicable.

- The Offer remains open for acceptance in writing for 90 days from the date of issue, unless notified by the Company in writing to the contrary. The Company reserves the right to amend or withdraw the Offer at any time prior to the Customer accepting it.
- If the Customer has entered into the contract as a Consumer, the Consumer Terms and Conditions shall be incorporated into these terms and conditions and to the extent of any inconsistency, the terms of the Consumer Terms and Conditions shall prevail.
- terms of the Consumer Terms and Conditions shall prevail.
 The Customer will provide the Company with the facilities reasonably necessary to enable it to complete the Works in the most economical manner. In default the Customer shall pay the Company such reasonable additional costs that may result.
- 4. Where any changes to the Works are required other than as a result of the Company's negligence the Company shall submit written details of the additional cost to the Customer who shall be entitled to terminate the contract upon giving the Company written notice within 5 working days of the date of submission of such details. In the event of termination the Customer shall pay the Company's reasonable charges for the work done or committed and materials purchased prior thereto and reimburse any costs or expense incurred or committed by the Company in obtaining any wayleaves and consents.
- 5. In accordance with the Land Rights Criteria, the Customer will (i) grant (at no cost to the Company, or for a nominal sum of £1) any Land Rights for cables, overhead lines, substations and all other apparatus to be installed over or within their property, (ii) provide and install ducts for on site road crossings and for service cable entry and (iii) agree service terminations in a position acceptable to the Company and provide and install service tubes from the back of the footpath to the premises to which the connection is required terminating where possible in an external meter reading cabinet.
- 6. The Customer will meet (i) their own agent's legal and other fees and expenses, (ii) the legal and other fees and expenses of the Company, and (iii) the legal and other expenses of any consenter or other third party in connection with the grant of the Land Rights.
- The Company reserves the rights not to install the Works on contaminated land. Where contamination is found by or becomes known to the Company, additional charges may be rendered to the Customer in accordance with Condition 4.
- 8. The Customer will, at no cost to the Company and to a satisfactory standard reasonably specified by the Company, be responsible for carrying out all on site cable trenching for services, LV and HV mains cable, other than within substation sites and for backfilling and trench reinstatement once the Company has laid and covered the aforesaid cabling.
- The Customer will be responsible for all building costs associated with the supply intake and any meter cabinets.
- The Customer will provide service termination facilities, in a position acceptable to the Company.
- 11. The Company shall be entitled to terminate the contract constituted by your acceptance of the Agreement by written notice to you, at any time following the expiry of the period specified in the Quotation, if the

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works referred to in the Quotation have not commenced or did commence but subsequently ceased and such delay in commencing or completing the works is not attributable to the act or omission of the Company. If the Company terminates before commitment or commencement of the works referred to in the Quotation and/or any associated tasks, the Company will return any sums paid to us minus administration costs. If the Company terminates before completion of the works referred to in the Quotation but after commitment or commencement of any associated tasks, the Customer will be liable for any reasonable charges for the work done or committed and materials purchased prior to termination and any costs or expense incurred in relation to obtaining any wayleaves or consents or other such land rights. The Company will be entitled to deduct such amounts, together with administration costs from any sums paid to us.

- 12. The Offer is subject to the Company obtaining all required Land Rights and statutory consents for carrying out the Works. Unless otherwise stated the Offer assumes that all plant and equipment will be placed in the adopted public highway or land owned or controlled by the Customer who will provide all Land Rights in accordance with Condition 5. The Customer will pay the full cost of obtaining any Land Rights required from third parties (including settlement of all properly reimbursed claims thereunder) in addition to the charges identified in the Quotation provided that where these have a significant impact on the overall cost the Customer shall be entitled to terminate the contract upon written notice to the Company. In the event of termination the Customer shall pay the Company's reasonable charges for the work done or committed and materials purchased prior thereto and reimburse any costs or expense incurred or committed by the Company in obtaining any Land Rights.
- It is assumed that the Company will carry out all Works during normal working hours. There will be an additional charge for any overtime working at the Customer's request.
- 14. The Quotation is based on material and labour costs prevailing at the date of the Offer Letter. The Company shall have the right to vary the Quotation in accordance with any variations in the material or labour costs subsequent to the date of the Offer Letter (unless otherwise stated in the Offer Letter) upon submitting written details of the additional cost to the Customer who shall be entitled to terminate the contract upon giving the Company written notice within 5 working days of the date of submission of such details. In the event of termination the Customer shall pay the Company's reasonable charges for the work done or committed and materials purchased prior thereto and reimburse any costs or expense incurred or committed by the Company in obtaining any Land Rights.
- 15. Unless otherwise agreed the Company requires full payment of the amount due on acceptance 30 days prior to commencement of the Works. All other arrangements will be subject to status.
- 16. The Company may submit progress invoices to the Customer, in respect of the amount of labour expended and materials delivered to site and the Company's stores up to the date of the progress invoice.

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"Consumer":	Means an individual acting for purposes which are wholly or mainly outside the individual's trade, business, craft or profession;
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The "Contestable Connection Works":	The part of the Works that the Customer may elect to undertake or appoint an appropriate third party to undertake;
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The "Quotation":	The Quotation for the Works as set out in the Offer Letter;
The "Information Pack":	The customer site requirements document supplied with the Offer;
The "Website":	The website at www.ssen.co.uk or at such other domain name as the Company may use from time to time;
The "Works":	The works that the Company will carry out as detailed in the Offer; and
"Second Comer Charge":	Means any amounts payable by the Customer pursuant to The Electricity (Connection Charges) Regulations 2002 or Electricity (Connection Charges) Regulations 2017 as applicable.

- Adjustments will be made to the rates of VAT to those applicable at the date of invoice or payment, whichever is the earlier.
 The Company will issue a further invoice to the Customer on
- The Company will issue a further invoice to the Customer on completion of the electrical works in respect of the Second Comer Charge.
- The Customer must settle invoices within 30 days of the date of the invoice.
- 20. If any amount remains unpaid after the due date, the Company shall (in addition to any other remedies) be entitled to charge interest on the amount unpaid at the annual rate of 3% over the base rate of the Bank of England from the due date to the date of payment in full.
- 21. The Company reserves the right to require that the Customer provides security for any payment which may become due pursuant to this Offer and/or section 19 of the Electricity Act 1989. The Company may automatically apply any such security in cash against any such sums as they become due.
- Unless otherwise agreed in writing by the Company time is not of the essence in relation to the Company's Works.
- 23. The Company shall have no liability to the Customer whether in contract, tort or delict (including negligence), for breach of statutory duty, or otherwise arising under or in connection with this Agreement for any indirect or consequential loss, any loss of profit, revenue, generation, business, savings, (anticipated or otherwise) or any other form of economic loss (whether or not occurring in connection with physical damage) provided that this Condition 20 shall not exclude or restrict the liability of the Company for death or personal injury or any other liability which cannot be limited or excluded by applicable law.
- 24. The Company's liability under or in connection with this Agreement shall be limited to £1 million in the aggregate. This limit shall apply however that liability arises, including, without limitation, a liability arising by breach of contract, arising by tort or delict (including negligence) or arising by breach of statutory duty provided that this Condition 21 shall not exclude or restrict the liability of the Company for death or personal injury or any other liability which cannot be limited or excluded by applicable law.
- 25. The Customer acknowledges and confirms that it does not enter into the Agreement in reliance on any oral representation, warranty or undertaking not fully reflected in the terms of the Agreement and that no amendment, modification or substitution to the Agreement shall be effective unless executed in writing by both parties.
- 26. The Equipment shall at all times remain the property of the Company. On completion of the Works and, with respect to any Contestable Connection Works undertaken by the Customer, the Customer both satisfactorily completing any Contestable Connection Works and an Adoption Agreement with the Company covering the Contestable Connection Works, the whole of the Works, Equipment and the aforesaid Contestable Connection Works shall become the property of the Company. The Customer shall protect the Equipment from any damage or interference between delivery to the site and completion of the Works and shall indemnify the Company for any loss or damage to the Equipment during such period. The Company shall be

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responsible for the final connection of the Works to its distribution system.

- 27. The Quotation is net of any Cost Apportionment Contribution due to the Customer and no further contributions or allowances are applicable. The value of the Cost Apportionment Contribution has been calculated on the basis of, inter alia, the Equipment specified in the Offer Letter, the available capacity agreed for the development, the build rate and the electrical heating the Customer has declared will be installed. The value of Cost Apportionment Contribution made in favour of the Customer by the Company will be indicated in the attached Quotation and its value may be recalculated by the Company to reflect any alteration to the basis of the calculation and the Customer will refund any excess Cost Apportionment Contribution made by the Company upon demand. The Customer shall be liable to pay to the Company the full value of the Cost Apportionment Contribution received from the Company in the event this Agreement is terminated prior to the completion of the Connection. In such event, the Customer shall be liable to pay to the Company a proportion (to be determined by the Company) of the Cost Apportionment Contribution.
- 28. It is a condition of the Offer that the Customer or the end customer who will be responsible for the associated charges shall (where applicable) enter into a Connection Agreement with the Company prior to energisation of the Connection.
- 29. The Customer will carry out the site work specified in the Information Pack (Site Requirements Schedule document).

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Supplementary Consumer Terms and Conditions

1. Application of these Terms and Conditions

These Supplementary Consumer Terms and Conditions apply to an Offer issued by Southern Electric Power Distribution plc to a consumer. Where applicable these Supplementary Consumer Terms and Conditions shall be incorporated into the terms of the Offer and where inconsistent with any term of the Offer, these Supplementary Consumer Terms and Conditions shall prevail.

2. Right to Cancel

You have the right to cancel your contract with us within 14 days of us receiving your acceptance without giving any reason. The cancellation period will expire after 14 days from the day we receive your acceptance. This right is in addition to any other right to cancel that you have under our standard terms and conditions.

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

3. Effect of Cancellation

If you cancel the contract in accordance with paragraph 2 above, we will reimburse to you all payments received from you.

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the contract.

We will make the reimbursement using the same means of payment as you used for payment, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested that we begin the performance of works during the cancellation period, you shall pay us an amount which is in proportion to what has been performed prior to your cancellation of the contract, in comparison with the full works provided for in the contract.

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MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To: Connections And Engineering Scottish and Southern Electricity Networks 4 Penner Road Havant Hampshire PO9 1QH connections@sse.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [**],

Offer accepted on [**],

Name of customer(s),

Address of customer(s),

Signature of customer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate[**] Populate as appropriate

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Detailed Cost Breakdown

Please note that due to rounding within the calculation of the Breakdown of Charges which forms part of this Offer, the total shown below may differ slightly from the "Total charge to applicant" amount in the Offer Letter. For the avoidance of doubt the "Total charge to applicant" figure in the Offer Letter reflects our detailed forecast and calculations and is the accurate figure. It is the amount we need to receive before we can schedule works.

This does not form part of our Offer and is not legally binding.

Job Details

Job Reference Version	FEV828 1

Estimate Summary List

Section Non-Contestable Works: Other Description		Cost (£)
Other Cost - Rebate Other Cost - 2nd Comer Other Cost - O & M Other Cost - High Cost O & M		£0.00 £0.00 £0.00 £0.00
5	Total (£)	£0.00
	DNO Costs (£)	£0.00
	Customer Costs (£)	£0.00
Totals		Cost(£)
Contestable Total		£0.00
Non-Contestable Total		£0.00

For an explanation of the technical terms or abbreviations used in the above cost breakdown please visit our website <u>www.ssen.co.uk/connections/abbreviations</u>

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