



1-Definitions

The following words and expressions have the meanings set out below unless the context otherwise requires:

'Accepted Design' means the design for Your Contestable Works accepted by the IDNO.

'Act' means the Electricity Act 1989 or the Gas Act.

'Additional Enhancement Works' means any Works additional to Your Contestable Works and the IDNO's Works that are for the benefit of other consumers.

'Adjoining Land' means any land which does not comprise any part of the Premises in relation to which Rights in Freehold Land and/or Rights in Leasehold Land must be granted to Harlaxton Energy Networks (HEN) for the purpose of carrying out the Connection Works, placing or installing and keeping installed any of the Connection Equipment and thereafter using, siting, laying, repairing, replacing, renewing, altering, maintaining, removing or gaining access to the Connection Equipment.

'Adoption' means the transfer to the IDNO of Your Works with Full Title Guarantee, and cognate expressions shall be construed accordingly.

'Adoption Certificate' means a certificate issued to signify Adoption of Your Works on the IDNO's standard form.

'Adoption Date' means the date of the adoption of Your Contestable Works by the IDNO in accordance with clause 8.2.

'Adverse Ground Conditions' means any site conditions or ground conditions (including archaeological remains, apparatus belonging to a third party, unexploded ordnance and contamination) which prevent or delay the carrying out of the IDNO's Works or which render them more expensive to carry out.

'Agreement' means the contract between HEN and the Customer on the terms of the Connection Offer (including these General Conditions for Connection Works), which is formed when HEN date the Customers' Acceptance form.

'Approved Contractor' means a contractor who has all the necessary skills and competencies and has current approval from the DNO and the Lloyds Register to carry out Your Contestable Works.

'Business Day' means all the working days of the week excluding Saturday and Sunday and any public holidays in England and Wales.

'Capacity' means the Import Capacity and the Export Capacity.

'CDM Regulations' means The Construction (Design and Management) Regulations 2015.

'Change of Law' means the coming into force after the date of the Notice of any Act of Parliament and any Legislation made under it, any judgment of the Court that changes binding precedent and any guidance, designation, direction or instruction of any competent authority with which the IDNO/DNO is bound to or requested to comply.



'Connection Agreement' means the agreement which sets out the terms and conditions on which the end user may be connected, and remain connected, to the Distribution System entered into prior to Energisation of the Customer's Installation between the end user and the IDNO and including, where relevant, the National Terms of agreement in the relevant form available from Harlaxton Energy Networks, Toll Bar Road, Marston, Grantham, Lincs, NG32 2HT

'Equipment' means all electric lines, materials, structures, equipment, plant, cables and apparatus necessary for the supply of electricity to or from the Connection Point, which forms, or will form, part of the Distribution System.

'Connection Point' means the point or points of connection at which electricity flows between the Distribution System and Your Installation.

'Connection Provider or ICP' means a person with appropriate accreditation to undertake all or part of the Contestable Connection Works.

'Consents' means any permission, consent, approval or licence (statutory or otherwise) that is required to carry out the IDNO's Works.

'Contestable Works' means all works described in the Schedule as the Contestable Works.

'Costs' means all expenses and costs incurred including (but not limited to attributable overheads and any regulated margins thereon provided for in the IDNO's published Connection Charging Methodology.

'De-Energisation' means the operation of any switchgear or the removal of any fuse, or the taking of any other step whereby no electrical current or gas can flow to or from the Distribution System through the Connection Equipment to or from Your Installation at the Exit Point and cognate expressions shall be construed accordingly.

'Distribution System' means the system for the distribution of electricity belonging to the IDNO.

'Diversionary Works' means those elements of the IDNO's Works identified as such in the Schedule.

'DNO' means the Licence Holder who owns the Distribution System upstream to the IDNO which You have requested a connection.

'DNO's Works' means all of the DNO works described in the Schedule that are to be carried out by the DNO on the connection offer.

'Energisation' means the first occasion of the operation of any switchgear or the insertion of any fuse or the taking of any other step so as to enable an electrical current or gas to flow to or from the Distribution System via Your Works.

'Exchange Rate' means the exchange rate between £ Sterling and the currency in which the IDNO or its affiliate is required to pay for the goods and/or services comprised in or required for the IDNO's Works and includes any charge made by a bank for effecting or receiving the transfer or changing such currency.



'Force Majeure' means an event beyond the reasonable control of a party including but not limited to acts, defaults or omissions of sub-contractors, strike, lock out or other form of industrial action, other than by a party's own employees or agents, act of God, fire, explosion or flood, any third party obstruction preventing access to the Premises and/or Adjoining Land, theft and malicious damage or an electrical system emergency, provided that no event shall be treated as an Event of Force Majeure if it is attributable in whole or part to any wilful act or omission or any failure to take reasonable precautions by the affected party. Lack of funds is not an event of Force Majeure.

'Forecast' means any information, projections, data, estimations or forecasts as to future levels of curtailment provided by or on behalf of the IDNO to You in relation to the Notice.

'Network Access and Adoption Agreement' means the agreement containing the overarching terms under which HEN provide a Connection Provider with access to HEN's Distribution System and adopt a Connection Providers Contestable Connection Works.

'Generating Equipment' means any electricity/gas generating equipment located on Your Site and paralleled to the Distribution System as more particularly described in the Schedule.

'Import Capacity' means the maximum flow of electricity expressed in kilovolt amperes set out in the Letter that may flow from the Distribution System:

- i) Into Your Site; or
- ii) Into each Premises connected thereto where the Works provide for more than one Premises to be connected; or
- iii) Through more than one connection to the Premises where the Works provide for more than one connection to the Premises.

'IDNO' means the Licence Holder who owns the Distribution System which You have requested a connection.

'Licence' means the licence (as from time to time modified) issued to the IDNO pursuant to Section 6(1) (c) of the Act.

'Licence Exempt Distribution Network or LEDN' means an electricity distribution system that is the subject of an exemption from the requirement for a licence to distribute electricity granted by the Secretary of State pursuant to section 5(1) of the Act.

'National Terms of Connection' means the terms of connection published from time to time at <http://www.connectionterms.org.uk> or which may be obtained upon written application from: Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF.

'Network System Emergency' means an event arising with or without warning causing or threatening to cause serious disruption within any of the distribution network regions of one or more of the Licence Holders which requires the special mobilisation of resources and facilities and may require further external agency assistance and which is declared by one of the Licence Holders as a system emergency.



‘Non-Contestable Works’ means the work described in the Schedule which may only be carried out by the IDNO/DNO only and which the customer is not entitled to carry out.

‘Notice of Completion of Installation’ means the notice issued by the IDNO confirming completion of the Customer's Installation.

‘Notice’ or ‘Quote’ means the Letter, these Terms and Conditions and the Schedule together comprising the notice under Section 16 A (5) of the Act.

‘NRSWA’ means the New Roads and Street Works Act 1991.

‘Outstanding Capacity’ means (*if applicable*) the Import Capacity less the Import Capacity taken up at the Exit Points that have been constructed as part of the Works and less the import capacity secured under a Subsequent Notice as calculated the IDNO.

‘Party’ means You or the IDNO as the case may be.

‘Plant’ means machinery, apparatus, materials, articles and things of all kinds to be provided by the IDNO under the Notice other than its equipment required for the purpose of the IDNO's Works.

‘Point of Connection’ means the point on the Distribution System to which the new assets will be connected.

‘Premises’ the premises or development (including, without limitation, any land, building or structure, owned or occupied by the Customer) in relation to which the Connection Works are to be carried out.

‘Price’ means the price stated in the Notice (as varied in accordance with the Notice) for the carrying out of the IDNO's Works.

‘Proposed Connection(s)’ means the connection(s) at the Premises requested by the Customer from the IDNO.

‘Schedule’ means the information pack and any other documentation attached to or included with the Letter and any other documentation that is referred to in the Letter or the information pack and documentation attached to or included with the Letter.

‘Settlement Meter’ means an electricity meter used to measure electricity supplied by or sold to an authorised electricity supplier.

‘Site’ means the place at which the IDNO's Works are to be carried out.

‘Specified Standards’ means the standards set out in the appendices (as published from time to time by the IDNO) to the Energy Networks Association which sets out the design, materials, installation and other standards applicable to Your Contestable Works and which can be found online at the following address: www.harlaxtonenergynetworks.com



'Speculative Development' has the meaning given to that term in the IDNO's Connection Charge Methodology.

'Street' means any highway, road, lane, footway, alley or passage, any square or court, and any land laid out as a way whether it is for the time being formed as a way or not. Where a street passes over a bridge or through a tunnel the term Street includes the bridge or tunnel.

'Subsequent Notice' means a subsequent notice issued by the IDNO pursuant to section 16(A) of the Act and accepted by You or your tenants, occupiers, agents or any independent distribution network operator to carry out additional works in order to connect Your Installation to the IDNO's Works and to make use of the Capacity provided by the IDNO's Works.

'Terms and Conditions' means these terms and conditions, issued by the IDNO.

'Tests' means those tests specified in the Letter and any other tests relating to Your Works reasonably required by the IDNO (including insulation, polarity and phase rotations tests) prior to Adoption.

'Third Party' means any person, individual, legal entity, partnership, firm, association, corporate body, local authority, Court, competent authority or government, who is not a party to the Agreement, including any company within the same group of companies as a party to this Agreement.

'Unilateral Notice' means a notice entered against the title to Your Site to protect the IDNO's interest under the agreement by You to transfer or grant the Land Rights to it.

'Variation' means any alteration of the Works including any addition, modification or omission or change to the timing or sequencing of the carrying out of the Works.

'Works' means the IDNO's Works and Your Works.

'You' means you, your agent sub- contractors and their officers, employees, servants and agents and any reference to 'you' and 'your' shall be construed accordingly.

'Your Installation' means all electrical equipment and apparatus not being part of the Distribution System used or to be used by You and connected to or to be connected to the Distribution System.

1.1 Unless expressly provided to the contrary, any consent required of a Party under these Terms and Conditions shall not be withheld or delayed unreasonably.

1.2 The headings in the Terms and Conditions do not form part of them and shall not be taken into consideration in the interpretation or construction of the Notice.

1.3 The word 'including' is to be construed without limitation.



1.4 Any reference in the Notice to the masculine includes the feminine and any reference to the singular includes the plural and vice- versa in each case.

1.5 Any reference to a statute shall be construed as a reference to any statutory instrument, regulation, order or code of practice made under it and as any of the foregoing may be amended or re-enacted from time to time.

2 - Consents/Land Rights.

2.1

Where the Customer holds a freehold interest or a leasehold interest in the Premises and/or any Adjoining Land, the Customer will provide for HEN all of the necessary Rights in Freehold Land and/or the Rights in Leasehold Land (the type and extent of which are to be determined by the IDNO for the sum of £1.00). You must obtain at your expense any Consents for Your Works free from conditions affecting the IDNO's execution of the IDNO's Works and their subsequent use and which also will allow:

- i) the IDNO's Works to be carried out in a continuous and logical progression; and
- ii) the Premises to be used for the purpose for which connection to the IDNO's Distribution System is required.

2.2

Where the Customer does not hold a freehold interest or a leasehold interest in the Premises and/or any Adjoining Land, the Customer will: (a) provide all reasonable assistance to the IDNO as may be required from time to time in order for the IDNO to secure all necessary Rights in Freehold Land and/or Rights in Leasehold Land in the Premises and/or Adjoining Land.

2.3

Where an ICP is undertaking any part of the Contestable Connection Works, procure that the ICP takes all steps to ensure that all necessary Rights in Freehold Land and/or Rights in Leasehold Land in the Premises and/or Adjoining Land are granted to the IDNO in accordance with the Network Access and Adoption Agreement.

2.4

Where the IDNO will be granted an easement in perpetuity, a lease for a term of 99 years or a wayleave, it has been provided with evidence of the written consent of any Security Interest holder and/or any Third Party with an interest or right in the Premises and/or the Adjoining Land and it has been provided with documentary evidence to establish the ownership of (to include confirmation of all relevant rights held in) the Premises and the Adjoining Land.

2.5

The IDNO shall not be required to enter into any documents for the grant of the rights in Leasehold Land until it has been provided with evidence of the written consent of the freehold owner, any Security Interest holder and/or any Third Party with an interest or right in the Premises and/or the Adjoining Land, to the proposed grant and it has been provided with documentary evidence to establish the ownership of (to include confirmation of all relevant rights held in) the Premises and the Adjoining Land.



2.6

Where Your Premises are to be connected to the Distribution System of the IDNO in London You must obtain the in-principal agreement of the landowner and any occupier of any land (not being a Street maintainable at public expense) to the IDNO's installation of any Electric Line and/or any Electrical Plant in their land in the position shown on the plan provided to You by the IDNO and upon the terms that the IDNO will require. When You have obtained such in principle agreement You must notify the IDNO in writing providing the relevant landowner's (and where different its occupier's) name and address and that of their solicitors as it is not until then that the IDNO will instruct its solicitors to obtain the Land Rights that it requires from the relevant owner and occupier.

2.7

You must provide to the IDNO before it carries out it's the IDNO's Works, either;

- i) a copy of the planning permission for Your Works; or
- ii) if planning permission is not required for Your Works, confirmation of that fact from the local planning authority or unequivocal counsel's opinion of the same.

2.8

You must transfer or grant (or procure the transfer or grant of) the Land Rights in relation to Your Site to the IDNO with Full Title Guarantee and You agree that until the Land Rights are transferred or granted:

- i) the IDNO may use the area in Your Site required by it for its electricity substation and/or to retain, lay, place, affix, install, maintain and remove the Electric Lines and Electrical Plant comprised in the Works; and
- ii) the IDNO may register a Unilateral Notice and after the Land Rights are registered against the title to Your Site the IDNO shall arrange for the removal of the Unilateral Notice

2.9

Energisation will not take place until You have complied with Your obligations or the IDNO has been able to register a Unilateral Notice and in either case You have provided the IDNO's solicitors with evidence of Your identity as the IDNO's solicitors shall reasonably require in the event that You are not represented by a solicitor or licensed conveyancer.

2.10

You shall indemnify the IDNO at all times from all liabilities arising from the performance of, or failure to perform, Your obligations pursuant to the CDM Regulations and against demands, actions, proceedings, damages, losses (including legal costs) and expenses which are made or brought against or incurred by the IDNO.

3 - Site Commencement and continuation of Connection Works

3.1

As soon as reasonably practicable after the IDNO has dated the Customer's Acceptance Form the parties shall agree in writing a date for commencement of the Connection Works. You must notify the IDNO upon acceptance of the Notice the name, postal address, telephone number and email address of the Principal Designer and the Principal Contractor. The IDNO will not commence the IDNO's Works at Your Site until it has been notified of this information. The IDNO shall be under no obligation to commence or continue with its



Connection Works (including placing any order for plant or equipment required for the Proposed Connection(s)) unless and until the Conditions have been met and, where relevant, continue to be met.

3.2

You must at your expense give the IDNO:

- i) unobstructed pedestrian and vehicular access (including the provision of any load bearing surfaces required by the IDNO) to and within Your Site; and
- ii) provide site facilities, including provision of main services, site huts, parking, storage and a secure facilities compound on your site, as it shall require to enable it to complete the IDNO's Works by the date specified in the Letter for their completion or if no date is stated in the Letter at such time as shall be required by the IDNO when programming the IDNO's Works

3.3

You are responsible at your own expense for the security and safety of all Plant and the IDNO's equipment (and that of its sub-contractors) on Your Site.

3.4

You must complete and return any Health and Safety Questionnaires issued by the IDNO identifying any hazards specific to the site together with the risks that they may pose prior to the IDNO starting work on the Premises and the control measures planned/taken as required.

3.5

At the IDNO's request You must operate free of charge for the purposes of the Works any suitable lifting equipment belonging to You or under your control that may be on Your Site. You must retain control of and be responsible for the safe working of the lifting equipment.

3.6

You must carry out and complete at Your cost any Works and such other works on Your Site that are reasonably necessary to enable the IDNO to carry out the IDNO's Contractual Works prior to the IDNO commencing work on site.

3.7

You or the Customer shall not in any way obstruct or impede Connection Works or the delivery of any Connection Equipment to the Premises, and shall procure that its sub-contractors or agents do not in any way obstruct or impede the Connection Works or the delivery of any Connection Equipment to the Premises so as to prevent the IDNO from, or hinder or delay the IDNO in performing its obligations under this Agreement.

3.8

If the Customer or any Third Party prevents the IDNO from entering the Premises, the Adjoining Land or any other land required for the Connection Works or the Connection Equipment, with the result that the IDNO is unable to carry out the Connection Works, or the Connection Works are suspended on the Customer's instruction for which the IDNO is not responsible or where the Connection Works cannot be carried out due to alterations to the layout of the Premises, the Adjoining Land, any other land required for the Connections Works or Connection Equipment or due to necessary alterations (the nature and extent of which determined solely by the IDNO) to the route of the Connection Works, the IDNO shall not be deemed to be in breach of this Agreement and any additional costs reasonably incurred by the IDNO in consequence thereof shall be added to the Connection Charge.



3.9

As soon as reasonably practicable following your acceptance of this Notice You shall prepare and provide to the IDNO a programme for Your Contestable Works.

3.10

Prior to commencing to carry out Your Contestable Works and thereafter every 7 days whilst Your Contestable Works are being undertaken, You shall provide to the IDNO a works schedule detailing Your Contestable Works on a daily basis that is to be undertaken over the following 14 days.

3.11

You must construct and install or procure the construction and installation of Your Contestable Works and such other works on Your Site that are reasonably necessary to enable the IDNO to carry out the IDNO's works:

- (i) In accordance with the Accepted Design and the Specified Standards.
- (ii) Complying with Good Industry Practice.
- (iii) Free from defects in condition, materials or workmanship
- (iv) Complying with all relevant legislation
- (v) Fit for the intended use and
- (vi) In accordance with the Programme and in such a manner as will enable the IDNO to carry out the IDNO's Works in a continuous, efficient and logical progression so that the IDNO's Works can be completed and Energisation can take place on or before the date given for completion of the IDNO's Works in the Notice

3.12

If You are not an Approved Contractor, you shall procure the construction and installation of Your Contestable Works by an Approved Contractor, and neither You nor that person shall subcontract Your Contestable Works or any part thereof to any person who is not an Approved Contractor. You must notify the IDNO in advance of the identity of any Approved Contractor to be engaged in carrying out Your Contestable Works. The subcontracting of any of Your obligations under the Notice shall not relieve You from liability for performance of such obligations.

3.13

The IDNO may inspect Your Works and where Your Works are not in conformity with your obligations under the Notice You must rectify all shortcomings at your own expense. Each subsequent inspection required by the IDNO must be paid for by You and shall be carried out after the IDNO's receipt in cleared funds of the re-inspection fee.

3.14

The IDNO may, by written notice, request you to undertake Additional enhanced Works and/or to include provision in the Accepted Design for additional Enhancement Works. Upon receiving such notice, You shall provide a reasonable quotation for doing so, or provide reasonable grounds for declining the request, such reply not be unreasonably delayed. If the IDNO accepts such quotation, You shall undertake such design and/or



construction of Additional Enhancement Works on the same terms as and if they were part of Your Contestable Works.

3.15

Where it would accord with Good Industry Practice for the suppliers or manufacturers of the materials used for Your Contestable Works to provide warranties as to the quality and nature of such materials, then You will use all reasonable endeavours to procure such warranties and upon request by the IDNO shall use all reasonable endeavours to assign such warranties to the IDNO and/or enforce such warranties against the suppliers or manufacturers.

3.16

You must ensure that Your Works, and any Premises owned, occupied, controlled or to be constructed by You, are designed and so constructed that the operation of the Distribution System shall not cause any nuisance, inconvenience, annoyance or disturbance to any person using or occupying such Premises or those adjoining it.

3.17

You are responsible for errors, omissions or discrepancies in drawings and written information supplied by You and shall pay the IDNO any Costs it incurs as a consequence of such errors, omissions or discrepancies.

4 - Contamination.

4.1

It is your responsibility to identify whether Your Site is contaminated and to remove any contamination at your expense before the IDNO begins the DNO's Works.

4.2

The IDNO may suspend the IDNO's Works while contamination, wherever discovered, is removed and recover from You the additional Costs it incurs as a result of such suspension and (if it shall remove the same) removal.

4.3

If contamination migrates to or from the Site during or after the IDNO's Works You shall indemnify the IDNO against all Costs, claims, demands and liabilities it incurs as a result of such migration other than contamination arising from the IDNO's negligence.

5 - Variations to Your Works

5.1

Either Party may at any time propose Variations by notice in writing to the other Party. No Variation shall be effective unless agreed by both Parties in writing.

5.2

As soon as possible after having received a request for, or proposed, a Variation (other than in relation to any required) the IDNO will notify You.

5.3

If, in its reasonable opinion, the Variation will involve an addition to or a deduction from the cost of the IDNO's Works, You will be notified in writing. Should such a cost be incurred by the IDNO in preparing a Variation requested by You, this shall be added to the costs; whether or not You instruct the IDNO to proceed with the Variation.



5.4

No variation shall constitute or be construed as a waiver of any of the Terms and Conditions or obligations of either party.

5.5

If before or during the carrying out of the IDNO's Works, any part of the IDNO's Works or their means of execution is affected by:

- i) Force Majeure and/or
- ii) The existence of Adverse Ground Conditions; and/or
- iii) A Change of Law; and/or
- iv) The absence of any Consents for the IDNO's Works or by the terms upon which they are granted or an inability to obtain access to any Premises (including those belonging to the IDNO); and/or
- v) The IDNO's existing ducts being unable to be utilised; and/or
- vi) Reinforcement works required to the transmission system;
- vii) Any Legislation which effects an event for which emergency Regulations have been made under the Civil Contingencies Act 2004; and/ or
- viii) Industrial action by the IDNO's employees or its agents except where such industrial action is solely limited to the employees of the IDNO; and/or
- ix) A Network System Emergency that causes the IDNO (or its affiliates) to re-direct its resources and thereby prevents it from completing action required by regulations under which Guaranteed Standards (GS) Payments may be required; and/or the Works shall be extended by such time as the IDNO considers reasonable, but in all cases equal at least to the period of delay, in which case the IDNO only be entitled to an extension of time.

6 - Hours of Work

6.1

You may request that the IDNO's Works be carried out at times other than the normal working hours (08.00-16.30 Monday to Friday, public holidays excepted) however, the IDNO may carry out the IDNO's Works outside normal working hours if in the circumstances it is practicable to do so and its estimate of the Costs of doing so shall be added to the Price and be paid by You in advance of it undertaking such work. If the IDNO's estimate is too low it will require that You pay the shortfall of any re-estimate made by it before it proceeds further. If its estimate is too high it will repay the excess to You of that element of the Works to which such estimate is related.

7 - Terms of Payment

7.1

The Customer shall pay to IDNO the Connection Charge, which shall be made in accordance with the Specific Conditions. The IDNO shall invoice the Customer the amount stated and unless otherwise provided, the Customer shall pay any amount due within 14 days of the date of any invoice.

7.2

Without prejudice to any other rights and remedies which the IDNO may have, if the Customer fails to pay any invoice when due, we may, at Our absolute discretion, charge interest at a rate of 5% over the base rate of the Lloyds Bank until it receives full payment of such invoice in cleared funds from You. The IDNO shall not pay interest or give credit for interest received on any element of the Price paid by You in advance of the Works.



7.3

You may give written notice to the IDNO not later than 1 (one) Business Day prior to the final date for payment (determined in accordance with clause 6.1.2) that You intend to pay less than the notified sum (a 'pay less notice'). Any pay less notice shall specify the sum that You consider to be due on the date the notice is served and the basis on which that sum is calculated.

7.4

If you fail to make any payment to which the IDNO is entitled, the IDNO shall be entitled:

- i) To stop the IDNO's Works until the failure has been remedied, by giving 7 days, notice to You in which event the Costs of any demobilisation and of the resumption of the IDNO's Works shall be paid before resumption of the IDNO's Works; and/or
- ii) To terminate the Notice, whether or not the IDNO has previously stopped the IDNO's Works

7.5

All amounts becoming due under the Notice shall be exclusive of Value Added Tax which, subject to express provision to the contrary, shall be payable in addition thereto and at the rate prevailing at the date upon which payment is due.

7.6

If the IDNO's Works include or comprise Diversionary Works, that element of the Price identified in the Notice as being referable to the Diversionary Works is an estimate only. You will bear all Costs suffered or reasonably incurred by the IDNO in performing its obligations in this Notice in relation to the Diversionary Works.

8 – Ownership/Liability

8.1

The Connection Equipment shall be installed in a position agreed by the IDNO and You before works are deemed to be on site.

8.2

Save where express written representations are made by the IDNO or where the relevant works are carried out by the IDNO, neither by inspection, Energisation, connection nor in any other way does the IDNO give any guarantee or warranty, expressed or implied, as to the adequacy, safety or any other characteristic of the Customer's Installation or anything connected to it directly or indirectly (save for any Connection Equipment). The IDNO shall be under no obligation to carry out any repair or maintenance to the Customer's Own Installation.

8.3

The IDNO shall accept no liability whatsoever, (including negligence) or breach of statutory duty, for any defect, malfunction or otherwise in equipment not provided or installed by the IDNO or any defects in the Connection Equipment and the distribution system which is a result of any works carried out by You.

9 – Termination

9.1

The Customer may by 30 days' prior notice in writing terminate the Agreement at any time without cause however, any costs incurred for work already undertaken by the IDNO will become due.



9.2

Without prejudice to any other right to terminate as set out in the Connection Offer, either party may by notice in writing terminate the Agreement with immediate effect by notice at any time if the other party commits a material breach of the Agreement provided that where such breach is capable of remedy the party in breach has been advised in writing of the breach and has not rectified it within thirty (30) days of receipt of such advice/notice. For the purposes of this sub-clause a breach shall be considered capable of remedy if time is not of the essence in performance of the obligation and if that party can comply with the obligation within the 30-day period.

9.3

Without prejudice to any other right to terminate as set out in the Connection Offer, HEN may by notice in writing terminate the Agreement with immediate effect by notice on or at any time on the happening of any of the following events: this Connection Offer (including any assessment & design fees);

- i) the customer fails to pay any amount that is due and payable to the IDNO under or in connection with this connection offer
- ii) the passing of a resolution for the Customers winding up or the making by a court of competent jurisdiction of an order for the winding-up or the dissolution of the Customer;
- iii) the making of an administration order or the appointment of an administrator under the out of court procedure under the Enterprise Act 2002 or the appointment of a receiver or an administrative receiver over, or the taking possession or sale by an encumbrancer of, any of the Customer's assets;
- iv) the Customer making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally; or
- v) the Customer being struck off the Register of Companies or the making of an application for it to be struck off; or
- vi) the Customer ceasing to do business at any time for 30 consecutive days or it otherwise ceasing to exist.

9.4

Should the case of termination arise, all rights and obligations of the parties shall cease to have effect immediately upon expiry or termination of this Agreement (howsoever effected) except that termination or expiry shall not affect:

- i) the accrued rights and obligations of the parties at the date of termination or expiry. This includes, but is not limited to, the recovery from the Customer of all and any sums owing to the IDNO as a result of any steps taken by either party; and
- ii) the provisions of these General Conditions, together with any other provisions of the Connection Offer which are expressed to survive, shall survive the expiry or termination of this Agreement howsoever caused and shall continue in full force and effect;
- iii) if on termination of the Agreement any staged payments made by the Customer exceed the actual costs incurred by the IDNO in carrying out the Connection Works up to and including the date of termination, the IDNO shall issue a credit note in respect of such excess amount and reimburse the Customer accordingly, provided that the IDNO shall have the right to set off from such amount any sums due to the IDNO by the Customer under this Agreement.
- iv) on termination of the Agreement by the Customer or termination by the IDNO for any reason, the IDNO may submit an invoice to the Customer for any Connection Works already carried out by the IDNO and/or for any costs incurred by the IDNO in expectation of the Connection Works to the extent not yet invoiced, together with any other costs or losses suffered or incurred by the IDNO



in consequence of such termination (including the removal of any Connection Equipment). The IDNO may require the Customer, at no cost to the IDNO, to assist the IDNO in removing the Connection Equipment. Any costs payable pursuant to this are payable within 7 days of invoice by the IDNO.

9.5

If a dispute arises out of or in connection with this Agreement, the parties shall within 7 days of written notice of the dispute being received by the receiving party in good faith seek to resolve the dispute through negotiations between the parties' senior representatives who have the authority to settle it and not pursue any other remedies available to them until at least 28 days after the first written notification of the dispute. The appointed representatives shall use all reasonable endeavours to resolve the dispute. Nothing shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary to avoid damage. This Agreement shall be binding on and ensure for the benefit of the successors in title of the parties and shall not be assignable by either party without the prior written consent of the other. In addition, a party to this Agreement may not hold the benefit of the Agreement or any rights under it on trust for any third party or parties.

The Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit for all purposes to the exclusive jurisdiction of the courts of England and Wales.