



Claire Mann Malmesbury Town Council Town Hall Malmesbury SN16 9BZ Matthew Mead Southern Electric Power Distribution plc Connections And Engineering 4 Penner Road Havant Hampshire PO9 1QH



07 January 2025

Dear Claire Mann

.....

Connection works at Market Cross, Malmesbury, Wiltshire, SN16 9AS Job reference: FEE816/1

Thank you for your enquiry. You have requested one three phase low voltage electricity connection of maximum capacity 46kW for a commercial supply. This letter including all attached pages (the detailed charge breakdown, acceptance, and terms and conditions) is our offer to provide what you have requested and is based on the information you have given us.



This is not an all-inclusive price. There are additional works that you will have to arrange and pay for, as explained in the following section headed, "What you need to do."

Full Payment is due on acceptance of this offer. A full breakdown of charges can be found under the 'Detailed Charge Breakdown' section of this letter.

This offer is dependent on securing all necessary planning consents and land rights to carry out the works and extend our network as planned. If this is not possible we will need to revise the offer. This offer is open for acceptance until 07 Apr 2025, or until we withdraw it. If you are not ready to accept and decide to let this offer lapse, we can provide a revised offer at a later date on request.

We plan to complete the work within a maximum of three months following your acceptance of this offer. If you are not ready for connection and energisation within this period, we may terminate the contract.

Once energised, we will be responsible for maintaining your connection and be available 24 hours a day, 365 days a year, to repair any fault on our network up to the meter point.

Scottish and Southern Electricity Networks is a trading name of: Scottish and Southern Energy Power Distribution Limited Registered in Scotland No. SC213459; Scottish Hydro Electric Transmission plc Registered in Scotland No. SC213461; Scottish Hydro Electric Power Distribution plc Registered in Scotland No. SC213460; (all having their Registered Offices at Inveralmond House 200 Dunkeld Road Perth PH1 3AQ); and Southern Electric Power Distribution plc Registered in England & Wales No. 04094290 having their Registered Office at No.1 Forbury Place, 43 Forbury Road, Reading, RG1 3JH, which are members of the SSE Group.





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What we will do

I have included a drawing with this offer illustrating the connection works. We will:

- Request planning consents and land rights to carry out the works and extend our network to your premises.
- Excavate and reinstate ground works for cable from our existing network to the outside wall of your building, adjacent to the agreed termination position.
- Lay new cable, including pulling it through ducting, and connect it to our network.
- Terminate the new service within your premises at the agreed termination position.

Once we have agreed a date for the works we will provide you with a Meter Point Administration Number (MPAN). This number will uniquely identify your connection on the electricity distribution network.

What you need to do

You will need to:

- Register your MPAN with your chosen electricity supplier, and book an appointment with them for the meter to be installed. You should allow a minimum of 28 days for this. Scottish and Southern Electricity Networks cannot install meters. Meter installation must be arranged by your chosen supplier and can only be carried out after we have completed our works. You can compare electricity prices and choose a supplier via https://energycompare.citizensadvice.org.uk
- Arrange installation of an external cabinet to accommodate our termination and your supplier's meter.

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:	Malmesbury Town Council
Commercial Contact:	Malmesbury Town Council
Payer:	Malmesbury Town Council
't correct or if you would	like to change any of the char

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>

I have included a guide for the on site works you need to arrange.

You must ensure that any electrical installation work beyond your supplier's meter is carried out by a qualified electrical contractor to the requirements of the current IET Wiring Regulations.





What might change the price

The following reasons may lead to an increase in the price of the connection works. This is not a complete list:

- Fees and expenses associated with securing planning consents and land rights to carry out the works and extend our network as planned.
- Redesign of the connection works where it is not possible to secure planning consents and land rights to extend our network as planned.
- Any changes you make to your requirements.

- Aborted visits. If you are not ready when we attend your site on a pre-agreed date, we will levy an abortive call charge of £150.
- Fees charged by the highway authority for permission to carry out street works.

Where changes to the charges are required we will let you know about any increases in price before committing to them, and give you the choice to pay the additional sums or cancel the contract.

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Next steps

It typically takes us **4-6 weeks** to complete a connection offer of this type, from the date acceptance is received.

This timescale could change depending on:

- 1. any further conversations we have with you about the date for your connection;
- 2. when we obtain all necessary land rights, planning and other consent;
- 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 that we may require;
- 5. any delays to the works due to a fault on the Distribution network.

If you are happy to proceed then please return your acceptance to our Quote Acceptance team along with payment for the sum due. Details on how to accept and pay for this offer can be found under the 'Accepting this Offer' section of this letter. Following receipt of your acceptance and payment, one of our Customer Connections Managers will contact you to agree dates and confirm the details of delivering the works. If you have any questions about this offer before accepting it, please do not hesitate to contact me.

Yours sincerely, Matthew Mead

Connections Quoter On behalf of Southern Electric Power Distribution plc

We have determined the price based on what is set out in our Statement of Methodology and Charges for Connection, which is available at www.ssen.co.uk/Library/ChargingStatements

The connection works can be delivered by Independent Connections Providers (ICPs), who may be willing to provide you with alternative offers. You can find ICPs at www.seen.co.uk/AlternativeProviderSearch and https://www.lrga.com/en-gb/utilities/ners/search/

We have a duty to meet the Electricity Connection Standards of Performance in providing offers and delivering works. If we fail to meet these standards of service, we will make a payment to you for every working day beyond the deadline. Further details are available at www.ssen.co.uk/CustomerService/PerformanceStandards

This offer is a notice under Section 16A (5) of the Electricity Act 1989. If you have any concerns with this offer, please contact us and we will try to resolve them. If you are unhappy with our response, Section 23 of the Act allows for the dispute to be referred to the Gas and Electricity Markets Authority, who may make a determination or refer the case for





Detailed Charge Breakdown

The table below details the items included in our quotation for the connection works.

Quantity	ity Description		Charge
1	road closure and diversion		£1,708.00
5	Excess Length 3 Phase 35mm (South)		£50.88
1	council permit		£1,903.00
1	1 cad drawing		£110.00
3	ELV17 - LV mains/service cable trench - road crossing		£2,899.87
16	ELV2 - LV mains/service cable trench -footpath		£3,951.51
1			£6,014.32
1	Additional 3 Phase service without service joint		£665.93
1	LV network @ level 3		£2.00
1	Service joint only - 100A 3 Phase		£375.01
		Sub Total	£17,680.52

Second Comer Charges		Charge
Contribution to works funded by prior connectee Contribution towards prior reinforcement		£0.00 £0.00
	Sub Total	£0.00
	Total	£17,680.53
	VAT	£3,536.11
	Grand Total	£21,216.64

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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Accepting this offer

Connection works at Market Cross, Malmesbury, Wiltshire, SN16 9AS Job reference: FEE816/1

You can pay the charges in this offer by credit or debit card (for charges up to £10,000 including VAT), or bank transfer, or cheque. If you wish to pay for charges above £10,000 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. If we receive your payment without this completed acceptance form, we shall treat your payment as acceptance of this offer, providing we can correctly identify the payment is associated with this offer. Where the quotation value is greater than £100,000 (including VAT) we do require the completed acceptance form.

Amount due on acceptance: £21,216.64

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: 982602-8321-000969-595816-3

If you wish to pay by cheque, please make it payable to Southern Electric Power Distribution plc. Please complete this form and return it with your cheque to our Quote Acceptance team at our address overleaf.

If you wish to pay by bank transfer, please instruct your bank to transfer funds **before** contacting us to confirm your acceptance, either by email at <u>quote.acceptance@sse.com</u> or by returning this form to our return 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: Southern Electric Power Distribution plc Barclays 22-54-74 20217824

Please confirm the payer's name and address if it differs from the recipient of this offer. We will issue a receipt to this party.



If you are accepting this offer as a consumer our Standard Terms and Conditions are varied by the enclosed Supplementary Consumer Terms and Conditions. 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 for the works.

Please confirm that you have read, understood and accept the terms and conditions set out in this offer.

Signed:	Date:	
Name		
(PRINT)		





Please use this sheet as a return address.

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

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 "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 "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 "Website"	The website at <u>www.ssen.co.uk</u> 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 appropriate.

- 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.
- 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.
- 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.
 In accordance with the Land Rights Criteria, the Customer will (i) grant any Land
- 5. In accordance with the Land Rights Criteria, the Customer will (i) grant 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.
- 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, and LV mains cable, 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.
 The Company shall be entitled to terminate the contract constituted by your
- 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 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 terminates before completion of the works referred to in the Quotation but after commitment or commencement of 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 use formination and any costs form any sums paid to use any associated tasks.
- administration costs from any sums paid to us
 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 free of charge. 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 what 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
- 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 Company will issue a further invoice to the Customer on completion of the electrical works in respect of any Second Comer Charge.
- 15. The Customer must settle invoices within 30 days of the date of the invoice.

- 6. 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.
- 17. 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.
- 18. Unless otherwise agreed in writing by the Company time is not of the essence in relation to the Company's Works.
- 19. 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.
- exclude of period and increasing of the Company for deal of personal migration of any of any other liability which cannot be limited or excluded by applicable law.
 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.
- 21. 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.
- both parties.
 22. The Equipment shall at all times remain the property of the Company. On completion of the Works, the whole of the Works and the Equipment shall become the property of the Company. The Customer shall protect the Equipment from any damage or interference between delivery to the site and completion of the Works and shall indemnify the Company for any loss or damage to the Equipment during such period. The Company shall be responsible for the final connection of the Works the site distribution system.
- 23. The Customer will carry out the site work specified in the Offer.





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 [Connections and Engineering, Walton Park, Walton Road, Cosham, PO6 1UJ, <u>connections@sse.com</u>] 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.

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

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

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