

THE CRANBROOK PLAN

Examination
Hearing Statement – General Questions
Question AQ16

September 2020
Prepared on behalf of Persimmon Homes South West

JBB8781
The Cranbrook Plan

30 Sep 2020

General Questions – Question AQ16

AQ17. Are there any other matters which are critical either individually or cumulatively to the issue of viability of the expansion allocations?

- 1.1.1 Persimmon Homes South West (PHSW) raised concerns in its original Matter 9 Statement that infrastructure costs had not been properly costed and specifically addressed the issue of the costs associated with the overhead lines in its Matter 6 Statement in some detail.
- 1.1.2 PHSW consider the aspiration of the Council to underground the 132kv overhead line and the associated costs to be critical to the issue of the viability of the expansion allocations and therefore the viability of the Cranbrook Plan. Given the importance of this specific issue to PHSW, this statement sets out;
- The background to the aspiration;
 - The evolution of the anticipated costs of undergrounding and the reasons for the changes;
 - An assessment of the benefits associated with the proposed undergrounding based on the emerging proposals for the Cobdens expansion area;
 - The impact on timescales of undergrounding;
 - The reasons why the undergrounding is no longer viable and should be removed from the plan; and
 - Suggested modifications to the wording of the relevant policies of the Cranbrook Plan.
- 1.1.3 Based on this PHSW consider that the undergrounding of the overhead lines is no longer justified for the following reasons:
- The anticipated costs of the undergrounding have risen from circa £4.8m to over £8m if undertaken as a single project and over £10m if undertaken on a phased basis;
 - The quantum of net developable area unlocked by the undergrounding within the Cobdens Expansion Area has reduced from 1.84ha to 0.54ha, reducing significantly reducing the benefits of undergrounding;
 - The likely level of compensation is also reduced due to the reduction in net developable area affected by the overhead lines. This will increase the net cost of undergrounding.

1.2 Background to Undergrounding of the 132kv Overhead Line

- 1.2.1 The overhead lines were recognised as a constraint during the early stages of developing the Cranbrook Plan. As set out on page 18 of the ‘Cranbrook Masterplanning Workshop (report back from 13 & 14 July)’ (Cran053), participants in the workshop who took part in the ‘building a connected town part 1’ exercise were advised of a number of loose rules to be taken into consideration while developing a strategic movement network for the town. One of these was to “consider floodplain, overhead cables and contours”. As shown on page 20 of Cran053 the masterplan produced by group 1 assumed that the overhead cables would remain in place. The workshop feedback recorded on page 21 of Cran053 noted that:

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- *Landscape to the east ‘determined by electricity cables’*
 - *North - South green link under pylons could become much more strategic*
 - *Pylons coincide with floodplain used for green corridor*
- 1.2.2 The masterplan produced by group 2 shown on page 22 of the Cran053 appears to suggest the undergrounding a section of the overhead lines with residential development. However, there is no discussion of this in the recorded workshop feedback set out on page 23 of Cran053. Workshop group 3 also indicated that the overhead cables would remain in place in the masterplan that they produced shown on page 24 of Cran053, although again no commentary was provided on this within the feedback on page 25 of Cran053. Workshop groups 4 and 5 similarly indicated that the overhead cables would remain in place and suggested that green corridors and linear parks were to be located along watercourses and pylons, as set out on pages 27 and 29 of Cran053. The masterplan produced by group 6 shown on page 30 also indicates this, although it is not recorded in the feedback.
- 1.2.3 It is apparent at this early stage that the overhead lines were identified as a potential constraint on development that needed to be carefully considered within the masterplanning of Cranbrook. It is also clear that the **majority of participants in the masterplanning workshop considered that the overhead lines could be retained**. Notably, the one group that appeared to propose undergrounding a section of the overhead lines did not provide any rationale for doing so.
- 1.2.4 It is also notable that there is no mention of the overhead lines in the ‘Cranbrook Master Planning workshop (report back from 23 & 24 September 2015)’ (Cran054), ‘Space Syntax Masterplan option testing’ (Cran055), and ‘Space Syntax ICE Issues and Options HNT report’ (Cran056) documents.
- 1.2.5 Consultation on the Cranbrook Plan Issues and Options Report took place in July 2016. Figure 4 of this document identified both overhead lines that run through the Cobdens expansion area as a constraint. **Each of the development scenarios presented at the end of the document indicated that the overhead lines would be retained** with the area underneath them identified as possible green space.
- 1.2.6 In late 2017 and early 2018 consultation was undertaken on the ‘Cranbrook Plan: Preferred Approach Masterplan Document’. On page 32 under the masterplan notes for Cobdens it states: *“132kV cables shall be grounded south of this point to maximise developable land and densities close to London Road and the neighbourhood centre.”*
- 1.2.7 This change in approach was informed by the ‘Overhead Lines Strategy Report (September 2017)’ (Cran024) prepared by BTS. Paragraph 38 of Cran024 indicates that if the 132kv overhead line were removed, it would make 2.08 ha of development land available within the Cobdens expansion area and 0.96 ha within the Grange expansion area. Paragraph 77 of this report also indicates that the undergrounding of the overhead line that affects parcel D3 within the Grange expansion area would not be feasible in isolation.
- 1.2.8 PHSWs response to the consultation on ‘Cranbrook Plan: Preferred Approach Masterplan Document’ (January 2018) highlighted concerns with the robustness of the evidence provided by BTS in support of the undergrounding of the overhead lines. Issues raised included:
- the potential for complications in the procedure for undergrounding to delay delivery of new homes;

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- that best practice guidance (2015 Design Guidelines for Development near to High Voltage Overhead Lines published by the National Grid. Updated 2019 version available at <https://www.nationalgrid.com/uk/electricity-transmission/document/130626/download>) indicates that development may be successfully accommodated with as little as a 30m offset from the lines which was half of what was being proposed for east Cranbrook;
 - that recent appeal decisions had supported the use of corridors for SANGs; and
 - concerns with assumptions in viability including notably that benefits fall significantly to third party owners with whom there is no mechanism for sharing the cost and implementation hurdles to achieve undergrounding if that were viable.
- 1.2.9 An updated ‘Overhead Lines Strategy Report (October 2018)’ (Cran031) was prepared by BTS for the Council to reflect the updated masterplan provided by East Devon District Council (EDDC) in August 2018. As stated in paragraph 8 of Cran031 the reason for the updated masterplan and subsequent report was that land to the east was now considered to be more constrained by site factors such as flooding. Figure 13 of Cran031 indicates that a reduced area of some 1.84 ha of land within the Cobdens expansion area is impacted by the 132kv line, with 1.1 ha of land is impacted within the Grange expansion area.
- 1.2.10 Paragraph 40 of Cran031 recommended that a further plan was drawn up to supplement the emerging DPD masterplan showing the 132kV overhead line in location, so that the areas of land directly affected could be more accurately determined.
- 1.2.11 Following this, the Cranbrook Plan Submission Draft (Cran001) was consulted upon between March and April 2019. Policy CB4 Cobdens Expansion Area states:
- “Development of the Cobdens expansion area of Cranbrook will require the undergrounding of the 132kv high voltage power line that crosses the site as indicated in the Cranbrook Masterplan. Planning permission will not be granted for developments that would prejudice the scope for future undergrounding of the 132kv line or for developments which do not accord with the phasing strategy approved pursuant to policy CB7 of this development plan document.”*
- 1.2.12 The Cranbrook Plan was submitted for examination in August 2019. PHSW’s response to the Inspector’s Q89, Q90 and Q91 set out in their Matter 6 statement as well as appendix 4 of the same statement related to the proposed undergrounding of the 132kv overhead line. Key points raised were that BTS had provided further updated costings (attached as **Appendix 1** to this hearing statement) that indicated an increased cost for the undergrounding.
- 1.2.13 Further updated costings prepared by BTS were sent to EDDC on 17 June 2020. These costings set out the difference in costs of just undergrounding the overhead lines within the Cobdens expansion area; undergrounding the overhead lines in both the Cobdens and Grange expansion areas in one go; and the cost of undergrounding the overhead lines in the Cobdens and Grange expansion areas on a phased basis. These costings are attached as **Appendix 2**.
- 1.2.14 To further assist the process, actual quotes were requested from Western Power (WPD) in May 2020, as opposed to the previous budget estimates which had been relied on until this stage. Following receipt of these quotes on 03 July 2020 an online meeting was held between PHSW, RPS, BTS and EDDC on 22 July 2020 to discuss these costs and other associated matters including assumptions around compensation. These costs were then sent in a letter on 27 August 2020 by PHSW to EDDC (attached as **Appendix 3**). On 28 August 2020 PHSW called EDDC

and requested that the most recent costings be made available to other interested parties for the Examination in advance of the deadline for Statements.

1.3 Costs & Compensation

- 1.3.1 Various estimates of the costs associated with the undergrounding have been produced during the development of the Cranbrook Plan. As proposals have been developed these costs have been revised to take account of new evidence. **Appendix 4** provides a summary of these costings.
- 1.3.2 The costings include estimates made by BTS based on professional judgement and experience of schemes elsewhere, WPD budget estimates and WPD Formal Quotes. WPD Formal Quotes (13-15) represent the most accurate costings available. The WPD Formal Quotes referenced in **Appendix 3** are attached as **Appendix 5**.
- 1.3.3 The main reason for the variation in the costings is that as proposals for Cobdens have been developed the most suitable route for the underground cables has also evolved. The most recent set of costs provided by WPD as Formal Quotes are based upon a route that WPD have indicated would acceptable to them. This route is somewhat longer than the straight-line route that formed the basis of the previous quotes.
- 1.3.4 It should also be noted that the estimates and quotes have not been informed by any detailed masterplanning of the Grange expansion area and there is the potential for costs to increase further as proposals are developed for the Grange.
- 1.3.5 A further increase associated with the undergrounding would occur should there be no continuity of development between Cobdens and the Grange, with the undergrounding taking place in two phases. This is addressed in items 12 and 15 in **Appendix 4** compared with items 11 and 14 respectively.
- 1.3.6 On pages 19, 31, and 46 of the updated Cranbrook Infrastructure Development Plan (July 2020) (PSD24), EDDC has indicated that it considers the cost of undergrounding across the Cobdens and Grange Expansion areas to be in total £5,100,000. This figure includes an allowance for compensation which is suggested on page 31 of PSD24 to be in the region of £1,800,000. Page 46 of PSD24 indicates that this previously allowed for £1,800,000 has been incorporated into the updated overall cost. However, this gives an overall cost of £6,900,000 which does not match any of the different costs set out in **Appendix 2**, which is understood to be the report referred to on page 46 of PSD24 as being the source of the revised costings. PHSW understand the reason for this is that EDDC assume that the overall route of the undergrounding will be shorter than that set out in item 11 of **Appendix 4**, although this is not explained in any of the published evidence.
- 1.3.7 It is unclear on what basis EDDC have made this reduction, but it should be noted that the costs associated with undergrounding do not scale on a linear basis; simply reducing the assumed cost on a pro rata basis with the overall line length will not provide an accurate cost. The costs for the terminal towers remain fixed and a reduction in the line length only reduces the cost of the line used, not the cost of the towers.
- 1.3.8 Notwithstanding the fact that the Council should rely on the most recent formal quotes from WPD set out in **Appendix 3**, PHSW strongly suggest that if EDDC wish to incorporate a cost for a

shorter route that they should seek a formal quote from WPD to confirm what this cost will be rather than attempt to estimate such costs.

- 1.3.9 PHSW are also concerned with the approach the EDDC have taken to compensation. It is understood that EDDC has taken an estimated level of compensation previously provided by BTS on the basis of Figure 13 of Cran031 and assumed that the same level of compensation is likely to be achieved. However, this estimate would have been calculated on the amount of development land affected. Using EDDC's Masterplan this is advised to be 1.84 ha within the Cobdens expansion area and 1.1 ha in the Grange expansion area (2.94ha in total).
- 1.3.10 However, the net developable area that would actually be lost within the Cobdens expansion area by retaining the overhead lines in situ based upon PHSW's most recent Parameter Plan (attached at **Appendix 6**) is significantly less at just 0.54ha. On this basis the level of compensation expected should be reduced accordingly.

1.4 Benefits of undergrounding

- 1.4.1 **Appendix 6** shows the current land use Parameters Plan that has been prepared by PHSW for its land interests at Cobdens. This has been informed by a range of detailed technical work being undertaken in preparation of submission of a planning application. Based on this masterplan the net developable area that would be lost (0.54ha) by retaining the overhead line in situ is minimal, amounting to just 23 homes compared with the total Cobdens cost of £5,072,198.19 for undergrounding the lines, which represents a cost of £220,530 per additional dwelling (Appendix 4 line 13).
- 1.4.2 Furthermore, PHSW contend that the placemaking benefits of undergrounding the overhead lines are very limited in nature. The undergrounding would require the installation of terminal towers at either end of the undergrounded section in place of existing pylons. These terminal towers would have a visual impact in their own right and so the difference between undergrounding the lines on a phased basis and retaining the overhead lines in situ is limited. **Appendix 7** shows some street scenes illustrating the limited difference that undergrounding would have.
- 1.4.3 PHSW also note that there are numerous examples of successful large-scale developments that have sought to retain existing overhead lines in situ as illustrated in National Grid's 2019 Design guidelines for development near pylons and high voltage overhead power lines. <https://www.nationalgrid.com/uk/electricity-transmission/document/130626/download>.
- 1.4.4 PHSW note that the retention of the 33kv overhead line that runs through the eastern part of the Cobdens expansion area has already been accepted by East Devon District Council (EDDC) on the basis that the benefits of undergrounding it would be minimal.
- 1.4.5 Given the above, it is PHSW strongly held view that the increased costs of undergrounding the 132kv line and reduced benefits from doing so mean that this aspiration of the Cranbrook Plan is no longer justified.

1.5 Impact on Timescales & Phased Delivery

- 1.5.1 A further point of consideration relates to the Council's views on the timescales associated with the undergrounding of the 132kv line. In table 3.12 (last entry) of the Up-dated Viability Appraisal

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- (PSD21a) the Council has assumed the undergrounding will commence 01/04/2021 and complete 31/03/2022. This is inconsistent with the timescales indicated by BTS for EDDC in the BTS Overhead Line Strategy Report (Cran031) para 76 which suggested a potential timetable of three years after planning consent is granted for the wider development. It is unclear on what basis EDDC have assumed this reduced basis.
- 1.5.2 Furthermore, based on advice from BTS for PHSW the undergrounding is expected to take between 4yrs 7.5 months and 5yrs 9 months (longer period for wayleave hearing) from commencement.
- 1.5.3 Notwithstanding PHSW position on the lack of justification for the undergrounding, as outlined in Appendix 4 costs have been obtained from WPD for the phased delivery of the undergrounding of the pylons. This is to ensure (should undergrounding of the pylons be insisted on) that delivery can take place. As outlined elsewhere PHSW is at a very advanced stage with respect to the submission of its application proposals. However, concern exists that the situation could be created that one developer (namely those involved with developing Cobdens) is beholden to another developer (those involved with the Grange) due to the necessity to down the pylons in one go/at the same time.
- 1.5.4 Government guidance acknowledges that in any situation where delivery of an allocation is dependent on multiple owners co-operating with each other over matters such as access arrangements, services and strategic physical or social infrastructure, delivery can be delayed if particular owners do not co-operate over such matters, or, for example, seek the payment of premiums/ransoms to unlock issues.
- 1.5.5 Where the land allocated for development is in multiple ownerships (such as created through insisting on undergrounding in one go), delivery of the allocation in the comprehensive manner may be prejudiced by parties potentially not co-operating with each other. Requiring one site to have secured rights or development on other land, or to have demonstrated that it will not prejudice other land coming forward for development, before it can proceed beyond a particular stage on its own land can be achieved by way of planning condition or obligation. Where works may be necessary to make the development acceptable then such prohibitions can be imposed by way of and obligation or condition (NPPF (2019), para 55, 56).
- 1.6 Impact on viability**
- 1.6.1 PHSW fully acknowledge this is East Devon's Plan and it is ultimately for the LPA to demonstrate the plan is deliverable with the costs associated with the pylons (along with the other issues addressed within PHSW responses to AQ1-12). Specifically, though if through this examination process the LPA are unable to demonstrate the plan is viable and thereby justify the downing of the pylons, then they should remain in situ.
- 1.6.2 Based on this PHSW consider that the undergrounding of the overhead lines is no longer justified for the following reasons:
- The anticipated costs of the undergrounding have risen from circa £4.8m to over £8m if undertaken as a single project and over £10m if undertaken on a phased basis;
 - The quantum of net developable area unlocked by the undergrounding within the Cobdens Expansion Area has reduced from 1.84ha to 0.54ha, reducing significantly reducing the benefits of undergrounding;

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- The likely level of compensation is also reduced due to the reduction in net developable area affected by the overhead lines. This will increase the net cost of undergrounding.

1.6.3 Given the limited benefits that would arise from the undergrounding of the overhead lines PHSW recommend that this proposal is removed from the Cranbrook Plan. If this requirement is not removed and notwithstanding PHSW comments on viability matters more generally, it will be necessary to either remove other proposed infrastructure requirements or to reduce the level of affordable housing to be provided to ensure that the plan remains viable.

1.7 Proposed modifications

1.7.1 Policy CB4 Cobdens Expansion Area, delete as follows:

~~“Development of the Cobdens expansion area of Cranbrook will require the under grounding of the 132kv high voltage power line that crosses the site as indicated in the Cranbrook Masterplan. Planning permission will not be granted for developments that would prejudice the scope for future undergrounding of the 132kv line or for developments which do not accord with the phasing strategy approved pursuant to policy CB 7 of this development plan document.”~~

1.7.2 Delete paragraph 3.29.

1.7.3 Policy CB5 Grange Expansion Area, delete as follows:

~~“Development of the Grange expansion area of Cranbrook will require the under grounding of the 132kv high voltage power line that crosses the site as indicated in the Cranbrook Masterplan. Planning permission will not be granted for developments that would prejudice the scope for future undergrounding of the 132kv line or for developments which do not accord with the phasing strategy approved pursuant to policy CB 7 of this development plan document.”~~

1.7.4 Policy CB7 Phasing, delete:

~~“The phasing strategies for the Cobdens and Grange Expansion Areas must demonstrate how the 132kv high voltage power line across the sites will be undergrounded and identify a single continuous route for this.”~~

1.7.5 Delete figure 3 and accompanying text.

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APPENDIX 1 - BTS Letter January 2020

07 January 2020

Our Ref: LS / CSE0886

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John Rudge
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Dear John,

Cranbrook Budget Diversion Costs

The additional work has been completed after the Council's initial review and is considered to provide a more informed understanding of the potential costs associated with undergrounding the pylons. In addition to costings an assessment of the possible routes for the undergrounding was undertaken.

Current diversion costs are based from the WPD Budget Estimate letters dated 04 November 2019 ref 3511762 and 3512104.

Four options for diversion of the WPD owned and operated apparatus located on the subject site were discussed with WPD focussing on the most viable routes. However, without site investigation these costs could increase given the uncertainty surrounding the topography, flooding and proximity to Network Rail. Two options for each line were explored for the undergrounding of both the 132kV and 33kV overhead line. The routes can be seen in the images below.

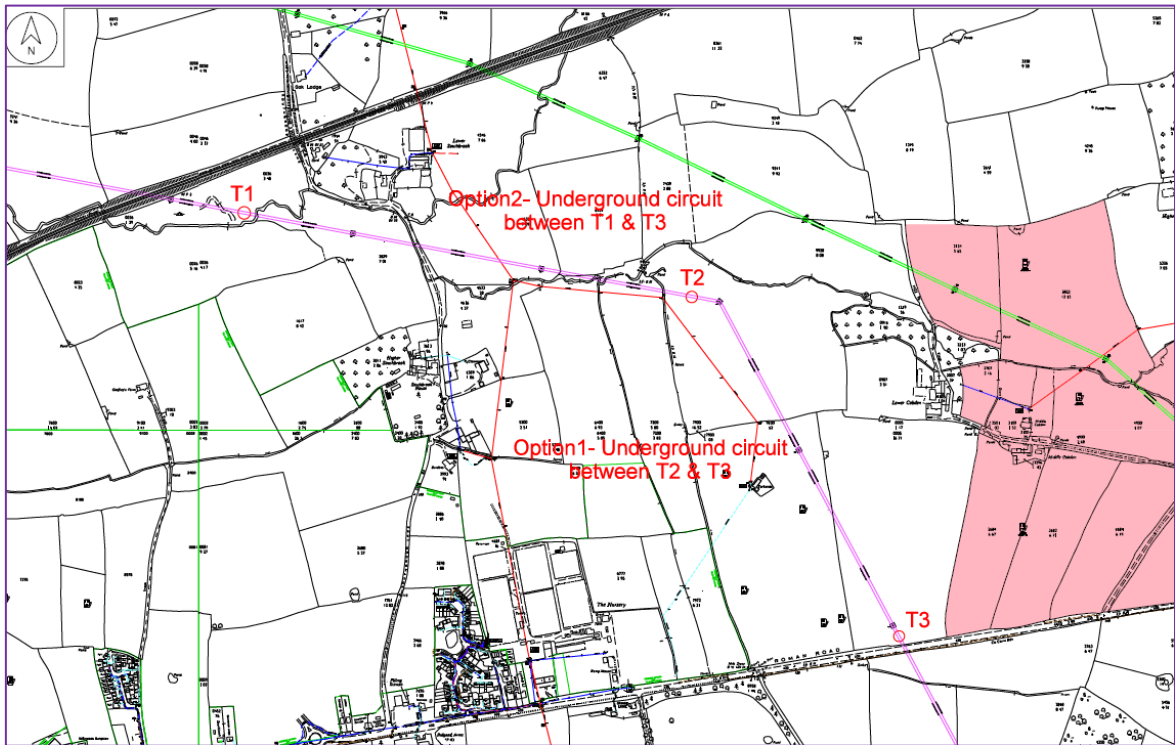


Figure 1: Cranbrook 132kV Diversion Options

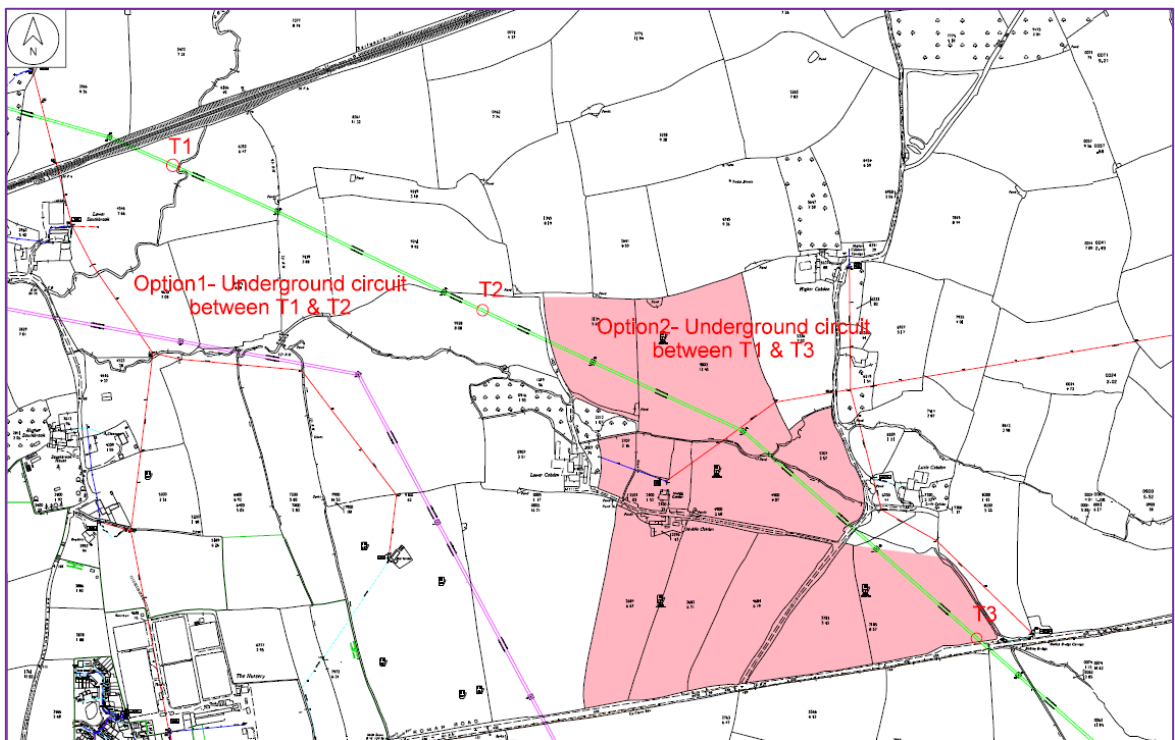


Figure 2: Cranbrook 33kV Diversion Options

The costs do not take into account any ground or unforeseen conditions on the site, nor do they allow for the wider context of manufacturing and cost changes in 132kV and 33kV apparatus. Furthermore, they make no allowance for any issues with third parties. The costs for each route can be seen below.

- 132kV Option 1 - £4,920,000
- 132kV Option 2 - £7,560,000
- 33kV Option 1 – £3,240,000
- 33kV Option 2 - £4,440,000

Please note, the figures above do not constitute a technical breakdown of the cost and are purely for budget purposes. The proposals are based upon a desk top provisional investigation carried out by WPD and no site visit or detailed study has yet been carried out by WPD.

The proposed Diversion Works for the 132kV would include:

- Survey, ground investigation and design works associated with the temporary access, compounds, cable routes, and terminal towers;
- The installation of two new 132kV terminal towers including cable sealing end structures;
- The installation of 2 x 132kV underground cable between new terminal tower position (approximately 1320m of cable) and 132kV terminations.
- Removal of the redundant 132kV towers and conductors.

The proposals are all very similar for each of the four diversion options, with the only changes being the approximate length of new cable required and difference between of the 132kV and 33kV equipment. Despite the second line operating at 33kV it is of 132kV construction and therefore this has been costed to be able to deliver 132kV capability if required.

Yours sincerely



Louise Sutton
BTS – Director

GENERAL QUESTIONS

APPENDIX 2 - BTS Letter June 2020

07 June 2020

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Dear John

Cranbrook Budget Diversion Costs

Following additional work and subsequent reviews of the masterplan, revised routes and estimates have been provided which should give us a better understanding of the potential costs associated with undergrounding the pylons on the above site.

The route options are set out below and are illustrated on the plan in Figure 1 overleaf.

Route Options

1. New route to follow the purple dashed line of the Cranbrook Eastern Expansion - Development Framework Plan, Ref:9009-SK-01. This is illustrated in black below, T1 to T2, 728 metres through the Persimmon Land (PHSW). An updated quote from WPD for this option was requested on 27 May 2020.

Please note that the formal quote previously provided by WPD (Enquiry Ref: 3600510) was on a straight-line basis from T1 to T2.

2. T1 to T3, including the Grange Land. T1 to T3 black and blue route, 1,457 metres. We requested a new quote on this basis on 27 May 2020.

Please note that Ref: 3604031 is on a straight-line basis and is similar in line length.

3. Cost of diversion for Grange Land only. T2 to T3, 729 metres. We requested a cost quote on this basis on 27 May 2020. For the avoidance of doubt this is on the explicit assumption that the diversion would be completed in isolation after the diversion through the Persimmon Land.

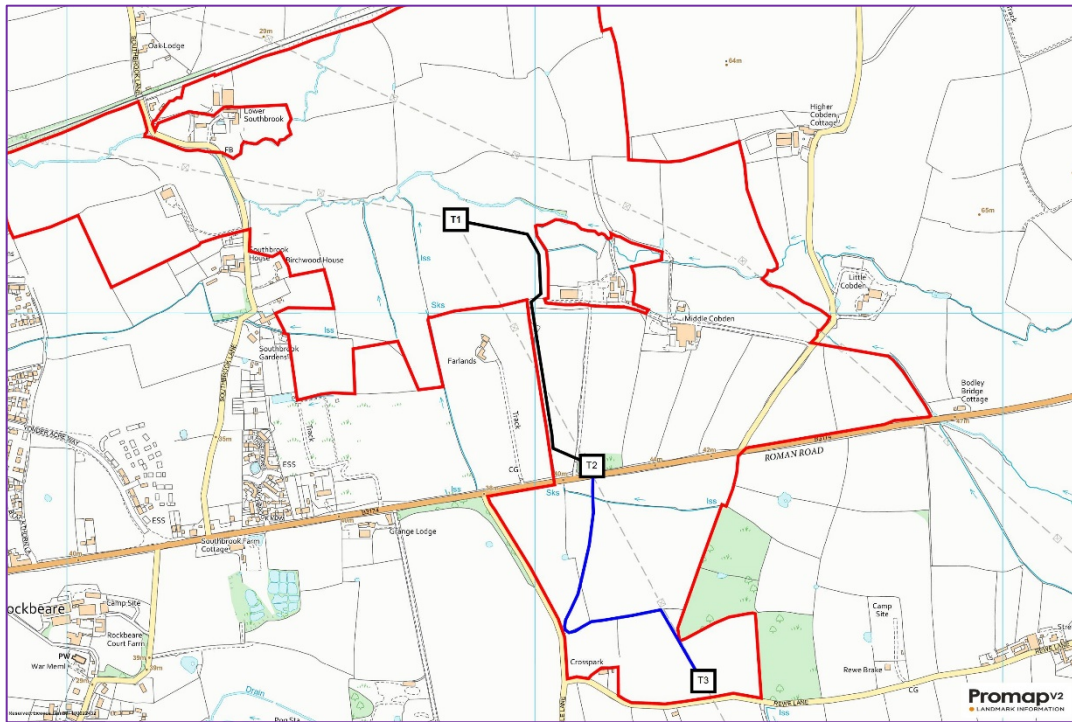


Figure 1: Proposed Underground Routes and Associated Towers.

In Figure 2 below we have listed three separate quotes that have previously been provided by WPD in relation to various diversion proposals throughout the scheme:

WPD Reference	Description	Date issued	Cost (£million)	Length (metres)	Price (per metre)
Formal: 3603145	Persimmon Land (Railway to London Road) on a straight line basis.	27/02/20	£7.3	1,390	£5,251
Formal: 3600510	Persimmon Land (Angle Tower to London Road) T1-T2 as above on a straight line basis.	21/02/20	£4.6	660	£6,969
Budget: 3604031	Persimmon and Grange Land (Southbrook Ln to Rewe Ln) on a straight line basis.	16/02/20	£7.55	1,650	£4,575

Figure 2: Historic WPD Cost Quotes

NB. The formal quote is more accurate than a budget quote which explains the difference in the price per metre adopted.

Figure 3 overleaf shows cost estimates based on the new routes as defined by the masterplan. It includes a proposed route through the Grange Land, which we have identified based on the limited information that we have. We have arrived at these estimates using professional judgement and prior experience we have had on similar projects across the country. We have used the previous quotes in Figure 1 as benchmarks from which to work out the price per metre for each new option. Due to economies of scale and the issue of the angle tower, we have adopted a higher cost per metre for T1 to T2 than for the other options listed overleaf.

	T1 – T2	T1-T3	T2-T3 after T1-T2
BTS Estimate based on previous WPD costs	£5.1m (black route) 728 x £6,969	£7.6m (black and blue route) 1,457 x £5,251	£3.8m (blue route) 729 x £5,251 *
New WPD Quotes	Requested 27 May 2020	Requested 27 May 2020	Requested 27 May 2020

Figure 3: BTS Cost Estimates

* The diversion on the Grange Land could be cheaper if a terminal tower was situated close to the existing tower to the west of the forest and north of T3, as this would reduce the length of the route.

If the diversion is completed in two stages, and the pylons are undergrounded on the PHSW land prior to commencing the diversion of the pylons on the Grange Land, this will incur additional costs and will therefore prove more expensive than if the diversion were completed in one go.

Based on the new costs, if the diversion is completed in one stage across both the PHSW and Grange Land the estimated cost is likely to be £7.6m. If the scheme was to be completed in two stages, it would be the £5.1m plus the £3.8m which equates to £8.9m. This reflects a £1.3m difference between the two options. Additional costs would be incurred due to lack of economies of scale, mobilising the construction team, booking outages, the need for temporary towers, surveys, and dismantling of the tower on PHSW land. Please be aware that these are estimates and if it is subsequently found that the option from T1 to T2 reduces to £5,251 per metre this will automatically reduce the cost to our estimated cost for the full diversion. Until a full detailed design study is undertaken by WPD's approved line design engineer and the works have been tendered these costs will be subject to fluctuations.

If the Grange Land option were to be completed in isolation of the PHSW land we would expect the cost to be lower than the £3.8m quoted in Figure 3 above. However, it will not be possible for us to confirm this until the formal costs have been received from WPD. This reduction would be due to the new terminal tower no longer being required north of London Road on the Persimmon Land. The terminal tower would be removed and replaced with a joint bay on the Persimmon land. As a result, only one terminal tower would be required on the Grange Land.

I trust the information provided above is clear, but should you have any queries please do not hesitate to contact me.

Yours sincerely



Louise Sutton
BTS – Director

GENERAL QUESTIONS

APPENDIX 3 - BTS Letter August 2020

27 August 2020

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Dear James

Cranbrook Overhead Line Formal Diversion Costs

Please find diversion costings from WPD as requested by BTS on behalf of Persimmon Homes.

	Option 1 (T1 – T2)	Option 2 (T1-T3)	Option 3 (T2-T3 after T1-T2)
WPD Formal Quotes	£5,072,198.19	£8,036,990.19	£5,133,587.49

Figure 1: WP Formal Costs

WPD Reference	Route	Description	Date issued	Cost (£million)	New Cable Length (metres)
Formal: 3672187	Option 1	Persimmon Land (From angle tower to London Road) T1 – T2.	03/07/20	£5.072	1,580
Formal: 3672187	Option 2	Persimmon and Grange Land (Angle tower to Rewe Ln) T1 – T2.	03/07/20	£8.036	3,200
Formal: 3672187	Option 3	Grange Land Only after Option 1 (London Road to Rewe Ln) T2 – T3 after T1 – T2.	03/07/20	£5.133 *	1,620

Figure 2: Breakdown of WPD formal quotes

* The diversion on the Grange Land could be cheaper if a terminal tower were situated closer to the existing tower, north of T3, as this would reduce the length of the route.

The routes of all three options are shown below:



APPENDIX 4 - Summary of Pylons Costs

APPENDIX 4

Summary of Pylons Costs

Item	Source	Description	Status	Cost
1	Overhead Lines Strategy Report September 2017 (Cran024)	Angle Tower to London Road (Cobdens only)	BTS estimate	£2,285,280
2	Overhead Lines Strategy Report September 2017 (Cran024)	Angle Tower to South of Rewe Lane (Cobdens and Grange)	BTS estimate	£4,719,600
3	Overhead Lines Strategy Report October 2018 (Cran031)	Angle Tower to South of Rewe Lane Option 1 (Cobdens and Grange)	BTS estimate	£5,028,000
4	Overhead Lines Strategy Report October 2018 (Cran031)	Angle Tower to South of Rewe Lane Option 2 (Cobdens and Grange)	BTS estimate	£4,808,000
5	Appendix 1 - PHSW Matter 6 Appendix 4	Angle Tower to London Road (Cobdens only)	WPD Budget Estimate	£4,920,000
6	Appendix 1 - PHSW Matter 6 Appendix 4	Railway Line to London Road (Cobdens only)	WPD Budget Estimate	£7,560,000
7	Appendix 2 - BTS letter sent to EDDC 17 June 2020	Angle Tower to London Road (straight line Cobdens only)	WPD Formal Quote	£4,600,000
8	Appendix 2 - BTS letter sent to EDDC 17 June 2020	Railway Line to London Road (straight line Cobdens Only)	WPD Formal Quote	£7,300,000

Item	Source	Description	Status	Cost
9	Appendix 2 - BTS letter sent to EDDC 17 June 2020	Southbrook Lane to Rewe Lane (straight line Cobdens and Grange)	WPD Budget Estimate	£7,550,000
10	Appendix 2 - BTS letter sent to EDDC 17 June 2020	Angle Tower to London Road June Cobdens Masterplan route (Cobdens only)	BTS estimate	£5,100,000
11	Appendix 2 - BTS letter sent to EDDC 17 June 2020	Angle Tower to north of Rewe Lane, June Cobdens Masterplan route (Cobdens and Grange)	BTS estimate	£7,600,000
12	Appendix 2 - BTS letter sent to EDDC 17 June 2020	Angle Tower to north of Rewe Lane in stages, June Cobdens Masterplan route (Cobdens and Grange)	BTS estimate	Cobdens £5,100,000 Grange £3,800,000 Total £8,900,000
13	Appendix 3- BTS letter sent to EDDC 27 August 2020	Angle Tower to London Road, June Cobdens Masterplan route (Cobdens only)	WPD Formal Quote	£5,072,198.19
14	Appendix 3- BTS letter sent to EDDC 27 August 2020	Angle Tower to north of Rewe Lane, June Cobdens Masterplan route (Cobdens and Grange)	WPD Formal Quote	£8,036,990.19
15	Appendix 3- BTS letter sent to EDDC 27 August 2020	Angle Tower to north of Rewe Lane in stages, June Cobdens Masterplan route (Cobdens and Grange)	WPD Formal Quote	Cobdens £5,072,198.19 Grange £5,133,587.49 Total £10,205,785.68

APPENDIX 5 – Western Power Costs Figures

Tom Duggan
BTS
28-29 Hagley Mews
Hall Lane
Hagley
Worcestershire
DY9 9LG

*Primary System Design
Avonbank
Feeder Road
Bristol
BS2 0TB*

*Telephone: 0117 933 2157
e-mail:
cchinweiteck@westernpower.co.uk*

*Our ref
3672187*

*Date
03/07/2020*

Dear Tom,

Offer for 132kV circuit diversion works by Western Power Distribution (WPD) at Cranbrook (Option 1 Diversion, Option 2 Diversion & Option 3 Diversion), Exeter ("the Works").

Further to recent discussions, I am pleased to provide WPD's **Offer** to carry out the Works outlined below. The Offer comprises this letter ("**the Offer Letter**") and the following documents:

- a) Specific Conditions for WPD Works; and
- b) the General Conditions for Connection Works dated March 2019 (a copy of which can be found at westernpower.co.uk/docs/connections, or provided on request).
- c) Customer Connection Offer Breakdown stating the estimated charge for each options of the Works ("**the Charge**");
- d) Plans Diagram 1 – Option 1 showing the proposed works
Plans Diagram 1 – Option 2 showing the proposed works
Plans Diagram 1 – Option 3 showing the proposed works;

In the General Conditions for WPD Connection Works, for the purposes of this Offer:

- any reference to:
 - "Connection Works" shall be deemed to be a reference to the Works;
 - "Connection Offer" shall be deemed to be a reference to this Offer;
 - "Connection Charge" shall be deemed to be a reference to the Charge as may be amended in accordance with the terms of the Offer;
 - "Connection Equipment" shall be deemed to be a reference to the equipment installed by WPD as part of the Works, to the extent that such equipment will form part of the Distribution System; and
 - "Energisation" or "Energise" shall be deemed to be a reference to "the completion of the Works", or shall not apply, as the context requires; and
- any provisions that relate to works to be carried out by the customer and/ or the process of making a connection to the Distribution System shall not apply.

Duration of Offer

WPD's Offer is open for acceptance for **thirty days** from the date of this letter after which it will (if not accepted) automatically expire. The Offer is made on the understanding that the Works are completed by the 01/02/2023

Should the Works be incomplete at the end of the period and in circumstances where the delay cannot be attributed directly to an act or omission of WPD, WPD reserve the right to amend or withdraw this Offer.

The Offer is subject to obtaining any necessary wayleaves and consents (including planning consents where necessary). Should the necessary wayleaves and consents not be granted the Offer will be cancelled (at no cost to WPD) and a revised offer made. For the avoidance of doubt this may be after acceptance by you.

WPD's Works

132kV Diversion Option 1 - WPD's Offer includes the following works:-

- Survey, ground investigation and design works associated with the temporary access, compounds, cable routes, and terminal towers;
- The installation of two new 132kV terminal towers (sections 81AC8-9 and 81AC11-12) including cable sealing end structures;
- The installation of 2 x 132kV underground cable circuits between new terminal tower positions as per Diagram 1 – Option 1; (estimated Charge will need to be revised if the proposed underground cable route in Diagram 1 – Option 1 is changed)
- The termination of 2 x 132kV underground cable circuits at new terminal tower positions;
- The diversion of the existing 132kV circuits onto the new terminal towers using temporary towers to maintain network security during the works;
- The removal of redundant AC-route towers and conductor.

This Offer does not include the diversions of any other cables crossing the site.

This Offer is made on the basis that all the required easements for all cables and towers will be provided at no cost to WPD.

132kV Diversion Option 2 - WPD's Offer includes the following works:-

- Survey, ground investigation and design works associated with the temporary access, compounds, cable routes, and terminal towers;
- The installation of two new 132kV terminal towers (sections 81AC8-9 and 81AC12-13) including cable sealing end structures;
- The installation of 2 x 132kV underground cable circuits between new terminal tower positions as per Diagram 1 – Option 2; (estimated Charge will need to be revised if the proposed underground cable route in Diagram 1 – Option 2 is changed)
- The termination of 2 x 132kV underground cable circuits at new terminal tower positions;
- The diversion of the existing 132kV circuits onto the new terminal towers using temporary towers to maintain network security during the works;
- The removal of redundant AC-route towers and conductor.

This Offer does not include the diversions of any other cables crossing the site.

This Offer is made on the basis that all the required easements for all cables and towers will be provided at no cost to WPD.

132kV Diversion Option 3 - WPD's Offer includes the following works:-

- Survey, ground investigation and design works associated with the temporary access, compounds, cable routes, and terminal towers;
- The installation of two new 132kV terminal towers (sections 81AC11-12 and 81AC12-13) including cable sealing end structures;
- The installation of 2 x 132kV underground cable circuits between new terminal tower positions as per Diagram 1 – Option 3; (estimated Charge will need to be revised if the proposed underground cable route in Diagram 1 – Option 3 is changed)
- The termination of 2 x 132kV underground cable circuits at new terminal tower positions;
- The diversion of the existing 132kV circuits onto the new terminal towers using temporary towers to maintain network security during the works;
- The removal of redundant AC-route towers and conductor.

This Offer does not include the diversions of any other cables crossing the site.

This Offer is made on the basis that all the required easements for all cables and towers will be provided at no cost to WPD.

WPD's Charges

WPD's estimated Charge for the Works, subject to the provisions contained in this Offer,

132kV Diversion Option 1 is £5,072,198.19 +VAT, as shown in the enclosed Customer Connection Offer Breakdown Statement with WPD reference: Enquiry 3672187, Scheme 1419457 v2.

WPD's estimated Charge for the Works, subject to the provisions contained in this Offer,

132kV Diversion Option 2 is £8,036,990.19 +VAT, as shown in the enclosed Customer Connection Offer Breakdown Statement with WPD reference: Enquiry 3672187, Scheme 1419457 v1.

WPD's estimated Charge for the Works, subject to the provisions contained in this Offer,

132kV Diversion Option 3 is £5,133,587.49 +VAT, as shown in the enclosed Customer Connection Offer Breakdown Statement with WPD reference: Enquiry 3672187, Scheme 1419459 v1.

WPD's Charge excludes any contribution required for affording connection to any new development.

The costs indicated in this offer are an indication of the anticipated costs of carrying out the proposed works and are based on a time and material non-profit basis.

Payment

Subject to the terms of this Offer, payment of the Charge is required in 4 instalments as follows:

132kV Diversion Option 1,

On acceptance of this Offer: £20,000.00

Prior to commencement of Tower Works: £2,500,000.00

Prior to commencement of cable laying works: £2,500,000.00

Prior to completion of works: £52,198.19

Payment Amounts (excluding VAT), current VAT rate = 20%.

132kV Diversion Option 2.

On acceptance of this Offer: £20,000.00

Prior to commencement of Tower Works: £4,000,000.00

Prior to commencement of cable laying works: £4,000,000.00

Prior to completion of works: £16,990.19

Payment Amounts (excluding VAT), current VAT rate = 20%.

132kV Diversion Option 3.

On acceptance of this Offer: £20,000.00

Prior to commencement of Tower Works: £2,500,000.00

Prior to commencement of cable laying works: £2,500,000.00

Prior to completion of works: £113,587.49

Payment Amounts (excluding VAT), current VAT rate = 20%.

The estimated charge for the work is based on a time and material non-profit basis. Any variance in cost, due to unforeseen site circumstances, the revised requirements of the customer, or their appointed agent, any subsequent information made available to WPD relating to health, safety and the environment that influences the design of the scheme, or any other circumstances that were not reasonably foreseeable by WPD and which increase the cost of the Works will be accounted for and the difference between the planned work and actual work required on site will be billed on completion of the scheme. Alternatively a refund may be given where the actual costs are less than estimated.

Commencement Date

The proposed date for WPD's Works to commence will be discussed with you when WPD has received your acceptance of the Offer.

At this stage I anticipate WPD will need a minimum of 12 weeks after acceptance of the Offer before starting the Works. The works are also subject to the notice requirements of the Highways Authority and WPD's operational circuit & plant outage requirements.

The date of completion is dependent on Distribution System access, operational constraints, manpower availability and delivery for cables and other equipment. WPD accept no liability should any of the above mentioned delay the completion of works. It is also conditional upon the Customer fulfilling the Agreement terms and conditions and any additional requirement reasonably required by WPD. However, WPD will use reasonable endeavours to meet the Customer's requested completion date.

This estimated time-scale is not binding on WPD

Acceptance

The terms and conditions of WPD carrying out the Works are more particularly described in both the WPD's Works and General Conditions for the Works. Please ensure that you read the aforementioned documents.

If you have any queries or are not satisfied with the terms of this Recharge Offer and, after discussion, you and I are unable to reach agreement, I hope you will take the opportunity of talking to my manager: Peter Aston on 01179 332481. If, following discussion with Peter Aston, we still cannot reach an agreement please contact the Complaints Department on 0800 055 6833 or email complaints@westernpower.co.uk. Our complaints procedure is available on our website www.westernpower.co.uk. If we are unable to resolve your complaint, you will have the right to refer the matter to the independent energy regulator, Ofgem, for a decision.

If you would like to accept this Offer and confirm your agreement to the terms therein please could you sign the attached Charge Statement and return it to me at the above address. I will then arrange for an invoice to be forwarded to you.

Yours sincerely

Calvin Chin
Primary System Design

Western Power Distribution (South West) plc Registered in England and Wales No. 2366984
Registered Office: Avonbank, Feeder Road, Bristol BS2 0TB

Important:

All rights in the design, specification, plans or drawings contained or accompanying this Connection Offer belong to and remain with WPD and shall not be used by the Customer or any other person without WPD's written consent.

All data and information acquired or reviewed by the parties in connection with this Connection Offer is confidential and shall not be divulged to any third party without the prior written consent of the other party except insofar as may be required by law.

**Western Power Distribution (“WPD”)
Specific Conditions for the Works**

BASIS OF INFORMATION

WPD’s proposals are based on the information provided, as summarised below:-

- Customer’s email dated 27/05/2020

Where appropriate to the scheme, WPD’s charge is subject to the following variables:

- Final competitive tenders and increases in labour, contract, or material costs. For schemes with long lead times this may be some time after acceptance of the Recharge Offer;
- Unforeseen site circumstances;
- Any requirement for WPD's Works to be undertaken out of regular working hours or on an overtime basis;
- A full site survey, layout and design for the required civil works;
- Delays to the programme;
- The outcome of any surveys or designs undertaken by WPD in respect to the proposed recharge scheme;
- Any potential adverse effect to WPD’s switchgear and Distribution System assets due to an increase in fault level identified when full and final details of the fault level infeeds are known;
- Subsequent information provided relating to health, safety and the environment that influence the design of the scheme;
- Environmental mitigation requirements; and
- Any change to the characteristics of the connection design and/or data for the proposed connection.

Acceptance Form

Please complete Part B of this form and return to:

Western Power Distribution (South West) plc, Avonbank, Feeder Road, Bristol, BS2 0TB
FAO: Calvin Chin

The Agreement between the Customer and WPD shall be formed when WPD dates Part C of this Acceptance Form.

Part A: Re-charge Details

WPD Ref: 3672187

Premises: Cranbrook 132kV Diversion

Customer: BTSurveyors Limited

Company Number (if appropriate): 9668930

Customer Address: 28-29 Hagley Mews, Hall Lane, Hagley, Worcestershire, DY9 9LG

Part B: (to be completed by the Customer)

I/We, the Customer, accept the terms of the recharge Offer dated 03/07/2020 and wish to proceed on the basis of the option indicated below.

Option 1 - 132kV Circuit Diversion Works: £5,072,198.19 +VAT

Option 2 - 132kV Circuit Diversion Works: £8,036,990.19 +VAT

Option 3 - 132kV Circuit Diversion Works: £5,133,587.49 +VAT

I/We, the Customer, accept responsibility for any reasonable costs that WPD may incur as a result of any termination in accordance with clause 13.3 of the General Conditions for Connection Works.

Signed.....
for and on behalf of the Customer

Full Name.....

Designation.....

(NOTE THAT THIS MUST BE SIGNED BY AN AUTHORISED PERSON)

Part C: (to be completed by Western Power Distribution)

Signed:.....
for and on behalf of Western Power Distribution (South West) plc
Registered Office: Avonbank, Feeder Road, Bristol BS2 0TB

Dated:

WPD
General Conditions For Connection Works (The "General Conditions")

1. Definitions and Interpretation

1.1 All words and expressions defined in the Offer Letter and the Specific Conditions (if any) shall, unless the context otherwise requires, have the same meanings in these General Conditions.

1.2 Unless the context otherwise requires, the following words have the following meanings:

"**Act**" means the Electricity Act 1989 as amended from time to time.

"**Acceptance Form**" means the form attached to the Offer Letter to be completed and signed by the Customer confirming the Customer's acceptance of the terms of the Connection Offer.

"**Adoption**" means the transfer by a Connection Provider to WPD of the property in and responsibility for the Contestable Connection Assets with full title guarantee and the expression "Adopt" and "Adopted" shall be construed accordingly.

"**Adjoining Land**" means any land which does not comprise any part of the Premises, where or in relation to which the Connection Works are to be carried out and in relation to which Rights in Freehold Land and/or Rights in Leasehold Land must be granted to WPD for the purpose of 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.

"**Agreement**" means the contract between WPD and the Customer on the terms of the Connection Offer, which is formed when WPD date the Customer's Acceptance Form.

"**Business Day**" means a day (other than a Saturday or a Sunday) on which clearing banks are open for business in the City of London.

"**Connection Agreement**" means the agreement which sets out the terms and conditions on which the Customer may be connected, and remain connected, to the Distribution System entered into prior to Energisation of the Customer's Installation between the Customer and WPD and including, where relevant, the National Terms of Connection.

"**Connection Charge**" means the payment to be made by or (where agreed by WPD) on behalf of the Customer to WPD for the provision of the connection (including in respect of any Connection Works undertaken by WPD) in accordance with this Agreement.

"**Conditions Precedent**" means the conditions which must be fulfilled prior to the commencement by WPD of its Connection Works and continue to be fulfilled for the duration of the Agreement, as detailed in Clause 2 of the Conditions.

"**Connection 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 part of the Distribution System.

"**Connection Point**" means the point of connection at which a supply of electricity may flow between the Distribution System and the Customer's Installation upon Energisation.

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

"**Connection Works**" means the works required for the Proposed Connection(s) comprising the Contestable Connection Works and the Non-Contestable Connection Works.

"**Connection Works Dispute**" means any dispute, claim, proceedings, actions or steps taken (including before the issue of any proceedings) by a Third Party relating to, or arising from the Agreement, title to the Premises, or to the Adjoining Land, or to any other land required for the Connection Works, or for the installation, siting, repairing, renewing, altering, maintenance or for access to the Connection Equipment or the Connection Works and/or any dispute, claim, proceedings, actions or steps which delay, halt or postpone the Connection Works and/or Energisation regardless of whether that is the intention of the Third Party or simply the effect of their action.

"**Contestable Connection Assets**" means those Contestable Connection Works that will form part of the Distribution System.

"**Contestable Connection Works**" means the works that the Customer has an option to carry out itself or by appointing a Connection Provider as more particularly described in the Specific Conditions.

"**Customer's Installation**" means any electric lines, materials, structures, equipment, plant, cables and apparatus (not being Connection Equipment) installed or to be installed by the Customer, owned or operated, used or to be used by the Customer and connected or to be connected to the Distribution System pursuant to this Agreement (including, without limitation the Customer's distribution network or generating plant).

"**Customer Works**" means any works to be carried out by the Customer or the Customer's contractor excluding, the Contestable Connection Works, as set out in the Specific Conditions.

"**Distribution Code**" means the Distribution Code of Licensed Distribution Network Operators of Great Britain (available to view at www.dcode.org.uk).

"Distribution System" means WPD's electricity distribution system.

"Energisation" means the movement of any switch or the insertion of any fuse or the taking of any other step so as to enable an electrical current to flow to or from the Distribution System through WPD's Connection Equipment to and, where applicable, from the Customer's Installation at the Connection Point and **"Energise"** shall be construed accordingly.

"Event of 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, 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.

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

"Grid Code" means the code which sets out the operating procedures and principles governing the relationship between National Grid and all users to whom the code applies of the National Electricity Transmission System.

"National Terms of Connection" means the terms of connection as set out in Schedule 2B of the Distribution Connection and Use of System Agreement established pursuant to the electricity distribution licences granted pursuant to section 6(1) of the Act.

"Notice of Completion of Installation" means the notice issued by the Customer to WPD confirming completion of the Customer's Installation in such form as WPD may from time to time prescribe.

"Non-contestable Connection Works" means the works which will always be carried out by WPD and which the Customer is not entitled to carry out itself or through an appointed Connection Provider as more particularly set out in the Specific Conditions.

"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) where or in relation to which the Connection Works are to be carried out.

"Proposed Connection(s)" means the connection(s) at the Premises requested by the Customer from WPD.

"Rights in Freehold Land" means, but is not limited to, the grant of an easement in perpetuity, a lease for a term of 99 years (granted out of the freehold) and/or the transfer of ownership of any part or parts of the Premises or any Adjoining Land to WPD, for the purposes of carrying out the Connection Works and installing, siting, laying, repairing, replacing, renewing, altering, maintaining, removing or gaining access to the accommodation and the Connection Equipment, in terms acceptable to WPD.

"Rights in Leasehold Land" means, but is not limited to, the grant of an easement and/or a lease for a term equivalent to the then unexpired residue of the term of the Customer or any relevant third party's leasehold interest (on the assumption that their only interest is in a leasehold and they have no freehold interest) originally granted less one day in the Premises or any Adjoining Land to WPD, for the purposes of carrying out the Connection Works and installing, siting, laying, repairing, replacing, renewing, altering, maintaining, removing or gaining access to the accommodation and the Connection Equipment, on terms acceptable to WPD.

"Security Interest" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"Standard Technique" means the WPD standard techniques, published on the WPD Technical Information Site, applicable to the Contestable Connection Works (as may be amended or updated from time to time).

"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.

"WPD Technical Information Site" means the website: www.westernpowertechinfo.co.uk where WPD publish Standard Techniques and other guidance.

1.3 In this Agreement, unless the context otherwise requires:

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (b) a reference to a statute or other statutory provision includes:
 - (i) any subordinate legislation (as defined in Section 21(1) Interpretation Act 1978) made under it;
 - (ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and

(iii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it;

(c) references to:

(i) any party include its permitted successors in title and permitted assigns;

(ii) clauses are to clauses of this Agreement and references to sub-clauses are references to sub-clauses of the clause in which they appear;

(d) the headings are for convenience only and shall not affect the interpretation of this Agreement.

2. Commencement and continuation of Connection Works and Conditions Precedent

2.1 As soon as reasonably practicable after:

(a) WPD has dated the Customer's Acceptance Form; and

(b) WPD has been provided with all necessary Rights in Freehold Land and/or all necessary Rights in Leasehold Land by the Customer and/or each relevant freehold owner of (including, if required, the consent or approval of any registered proprietor of a Security Interest or any consent from any Third Party whose consent is required in order to register the grant of Rights in Freehold Land and/ or Rights in Leasehold Land) its Mortgagees, Charge-holders or any other third party with an interest or a right in) the Premises and/or the Adjoining Land,

the parties shall agree in writing a date for commencement of the Connection Works.

2.2 WPD 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 following Conditions Precedent have been met or, where relevant, are continuing (to WPD's satisfaction, in its absolute discretion):

(a) the Customer has completed any necessary Customer Works and any relevant Contestable Connection Works that the Customer opts to undertake itself or through appointing a Connection Provider that are necessary to enable WPD's Connection Works to commence;

(b) the Customer has provided or procured all necessary Rights in Freehold Land and/or Rights in Leasehold Land in accordance with clause 3 (and such rights are subsisting) and complied with its obligations under clause 4.1;

(c) where required, the Customer has confirmed it has fulfilled its obligations in accordance with the Distribution Code;

(d) the Customer has completed the Health and Safety Questionnaire attached to the Connection Offer identifying any hazards specific to the Premises together with the risks that they may pose to people working on the Premises and the control measures planned;

(e) the Customer has paid all sums due under the Agreement;

(f) the Customer (or the Customer's appointed Connection Provider) has entered into WPD's Framework Network Access and Adoption Agreement and/or any Site Specific Agreement thereunder;

(g) any and all Connection Works Disputes have been fully resolved and/or settled;

(h) any other Conditions Precedent set out in the Specific Conditions for Connection Works.

2.3 If any of the Conditions Precedent set out in clauses 2.2(c) and (d) and, where relevant and unless otherwise agreed, (h) have not been met by the Customer or waived by WPD within (6) months of the date of the Acceptance Form, WPD may terminate the Agreement with immediate effect on notice without prejudice to any accrued rights or obligations to either party under it.

2.4 If any of the Conditions Precedent set out in clauses 2.2(a)-(f) or (h) cease to be met at any point prior to Energisation , or if the Customer is otherwise in breach of the Agreement, WPD may, at its absolute

discretion, suspend its Connection Works, in which circumstances the time period for completion of WPD's Connection Works shall be extended for such period of time as WPD (at its absolute discretion) may deem to be reasonable in the circumstances.

- 2.5 If a Third Party takes any steps to cause, raise or pursue a Connection Works Dispute or should the Condition Precedent at clause 2.2(g) cease to be satisfied at any time up to the date of Energisation, WPD may, at its discretion:
- (a) not commence the Connection Works or any part or parts of the Connection Works; or
 - (b) where any part or parts of the Connection Works have commenced:
 - (i) cease all Connection Works immediately; or
 - (ii) cease immediately all those Connection Works which are directly affected by any Connection Works Dispute.
- 2.6 If WPD take any steps under clause 2.5 WPD will not be in breach of the Agreement and any additional costs incurred by WPD shall be payable by the Customer. WPD will notify the Customer in writing as soon as is reasonably practicable after it becomes aware of any such costs and will issue an invoice to the Customer.
- 2.7 Without prejudice to any other provision of this Agreement if, after proceeding with any of the steps outlined in clause 2.5, WPD is unable to recommence and/or proceed with part or all of the Connection Works and/or Energisation within (12) months, WPD will be entitled to vary the Agreement or to terminate the Agreement on notice. Where WPD requires a variation to the Agreement (including, where relevant, the Connection Charge) WPD shall give notice of such required variation to the Customer and the Agreement shall be deemed to be varied accordingly as from the date of deemed service of such notice. For the avoidance of doubt, clause 14 shall not apply to any such variation.
- 2.8 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 WPD from, or hinder or delay WPD in performing its obligations under this Agreement.
- 2.9 WPD shall use commercially reasonable endeavours to complete the WPD Connection Works within the timescales laid out under the Offer Letter or Specific Conditions. This period for completion shall be extended to the extent that progress of the WPD Connection Works is delayed as a consequence of any Connection Works Dispute, act or omission on the part of the Customer, its agents or sub-contractors, an Event of Force Majeure or a Distribution System emergency.

3. Property Matters

- 3.1 The Customer will provide or procure for WPD 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 WPD) for the sum of £1.00, before WPD commences the Connection Works or, if this requirement ceases to be met at any time, Energises under the Agreement.
- 3.2 WPD shall not be required to enter into any documents for the grant of the rights in Freehold Land until:
- (a) the Customer has obtained and provided WPD with evidence of, the written consent of its Mortgagee, Security Interest holder or any Third Party with an interest or right in the Premises and/or the Adjoining Land, to the proposed grant; and
 - (b) 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.
- 3.3 WPD shall not be required to enter into any documents for the grant of the rights in Leasehold Land until:
- (a) the Customer has obtained and provided WPD with evidence of, the written consent of the freehold owner, its Mortgagee, Security Interest holder or any Third Party with an interest or right in the Premises and/or the Adjoining Land, to the proposed grant; and

- (b) 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.
- 3.4 The Customer shall indemnify WPD from and keep WPD fully indemnified against any proceedings claims, disputes and demands pursued and any costs, charges and expenses WPD incurs, as a result of a Connection Works Dispute and/or claiming ownership of, or an interest in, the Premises, Adjoining Land or any other land required for the Connection Works or Connection Equipment and/or asserting that the Connection Works have been carried out without the appropriate Rights in Freehold Land and/or the Rights in Leasehold Land in respect of the Premises or the Adjoining Land.
- 3.5 If the Customer or any Third Party prevents WPD from entering the Premises, the Adjoining Land or any other land required for the Connection Works or the Connection Equipment, with the result that WPD is unable to carry out the Connection Works, or the Connection Works are suspended on the Customer's instruction for which WPD 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 WPD) to the route of the Connection Works, WPD shall not be deemed to be in breach of this Agreement and any additional costs reasonably incurred by WPD in consequence thereof shall be added to the Connection Charge.
- 3.6 If, at any time, any Rights in Freehold Land and/or Rights in Leasehold Land are terminated or varied in any way so as to adversely affect (in WPD's opinion) WPD's ability to carry out the Connection Works and installing, siting, laying, repairing, replacing, renewing, altering, maintaining, removing or gaining access to the accommodation and the Connection Equipment then, without prejudice to any rights of WPD under clause 2.2, WPD shall have the right to terminate the Agreement with immediate effect on notice, without prejudice to any accrued rights of WPD or obligations on the Customer. .
- 3.7 The Customer shall except and reserve out of any conveyance/lease to any purchaser/lessee of the Premises, part of the Premises or the Adjoining Land any Rights in Freehold Land and/or Rights in Leasehold Land which are necessary in order to lawfully authorise the Connection Works.
- 3.8 Any legal costs incurred in agreeing the terms, and executing the grant, of Rights in Freehold Land and/or Rights in Leasehold Land shall be borne by the Customer, or if incurred by WPD, added to the Connection Charge

4. Compliance, consents, safety and access

- 4.1 The Customer shall:
 - (a) before the time specified for delivery of any of WPD's Connection Equipment to the Premises, obtain all consents and approvals in connection with the regulations and by-laws of any local or other authority which shall be applicable to the Connection Works on the Premises including, without limitation, all planning environmental and statutory consents;
 - (b) provide all accommodation, equipment, buildings, structures, foundations, approaches or work equipment of the quality specified in the Specific Conditions, if any;
 - (c) ensure that the 'Principal Designer' and the 'Principal Contractor' as defined by the Construction (Design & Management) Regulations 2015 ("CDM Regulations") carry out all their duties and obligations as set out in the CDM Regulations;
 - (d) at all times provide and maintain suitable access to the Premises for the purposes of carrying out the Connection Works or delivering, installing, laying, repairing, replacing, renewing, altering, or maintaining the Connection Equipment and on production of written identity the Customer shall allow any WPD representative to enter the Premises provided that such visits are made during normal working hours (being between 07:00-19:00 hrs, Monday to Friday except for bank holidays); and at other times with the Customer's consent.
- 4.2 Each party shall take all reasonable steps to ensure the safety of the other party's employees, sub-contractors and agents while the Connection Works are in progress or while WPD is maintaining or repairing the Connection Equipment.

4.3 WPD shall not be under any obligation to commence or continue to provide the Connection Works unless it is reasonably satisfied that each part of the Customer's Installation is so constructed, installed, protected and used so far as is reasonably practicable to prevent danger, and not to cause interference with the Distribution System.

4.4 The inspection, non-inspection or non-rejection of the Customer's Installation by WPD shall not constitute any warranty or representation express or implied as to the adequacy, safety or other characteristics of the Customer's Installation.

5. Performance of WPD Connection Works

5.1 In consideration of the Customer complying with its obligations as set out in the Agreement (including but not limited to payment of the Connection Charge) WPD shall:

- (a) perform the WPD Connection Works with reasonable skill and care and in accordance with the terms of this Agreement; and
- (b) provide such information as is reasonably required by the Customer from time to time to keep the Customer informed of the progress of the WPD Connection Works.

5.2 WPD specifically excludes all warranties, express or implied, including but not limited to any implied term, condition, representation or warranty of satisfactory quality or fitness for a particular purpose, that the WPD Connection Works or Connection Equipment will meet the Customer's requirements except those that cannot be excluded at law.

6. Connection Charges and payment

6.1 The Customer shall pay to WPD the Connection Charge, as may be amended in accordance with this Agreement. The Customer acknowledges and agrees that any payment of the Connection Charge, even where such payment is made by a Third Party, shall be deemed by WPD to have been made by the Customer.

6.2 Payment of the Connection Charge shall be made in accordance with the Specific Conditions. WPD shall invoice the Customer the amount stated.

6.3 Unless otherwise provided, the Customer shall pay any amount due to WPD within 28 days of the date of any invoice.

6.4 Without prejudice to any other rights and remedies which WPD may have, if the Customer fails to pay WPD any invoice when due, WPD may, at its absolute discretion:

- (a) charge interest at a rate of 5% over the base rate of the Lloyds Bank; and/or
- (b) not commence or, where the Connection Works have started, not continue any part or parts of the Connection Works;

until it receives full payment of such invoice in cleared funds from the Customer.

6.5 WPD shall be under no obligation to Energise the Connection Point until at least seven (7) days after receiving full and final payment of the Connection Charge and all and any other sums invoiced by WPD, in cleared funds from the Customer.

6.6 Where under this Agreement any party agrees to pay to any other party any sum or to furnish to any other party consideration which (in either case) is consideration for a taxable supply that sum or consideration shall be exclusive of Value Added Tax payable on it and the recipient of the supply shall pay an amount equal to such Value Added Tax in addition to any sum or consideration on receipt of a valid Value Added Tax invoice from the relevant party.

6.7 WPD shall be entitled to require security for any Customer obligation (including any payment obligation) from the Customer at any time.

6.8 WPD shall have the discretion to make any payment due to the Customer from WPD (including any credit note issued in accordance with clause 13.2) by crediting the source of the original payment (notwithstanding

that such payment may have been made by a Third Party). Where the Customer requests that any payment be made by WPD to a Third Party, whether or not such Third Party made the original payment, and WPD at its sole discretion agrees to that request, the Customer shall undertake to complete, and to require the Third Party in question completes, the form entitled "Authority for payment to a party other than the Customer" that will be provided to the Customer by WPD prior to the payment taking place. In the event that WPD issues a credit note to a Third Party in accordance with this clause 6.8, then WPD shall have discharged its obligation in full to make payment to the Customer and shall not be liable to the Customer for such issue or for any failure to issue such credit note to the Customer.

7. Ownership and use of Connection Equipment

- 7.1 The Connection Equipment shall be installed in a position agreed by WPD.
- 7.2 The property in the Connection Equipment shall remain with WPD who may use it to connect its other customers.

8 Customer Works and Customer Installation

- 8.1 The Customer shall carry out all Customer Works with reasonable skill and care and in accordance with all applicable laws, rules and regulations.
- 8.2 WPD shall be under no obligation to permit the Customer's Installation to be connected directly or indirectly to the Distribution System unless it is satisfied that:
 - (a) it will not cause danger or damage to, or undue interference with the Distribution System or the electricity supply to any third party; and
 - (b) if applicable, the Customer has done everything necessary to lawfully operate and use the Customer's Installation for export of electricity to the Distribution System.
 - (c) it has been granted, and enjoys the benefit of, all of the necessary rights in Freehold Land and/or all of the necessary Rights in Leasehold Land and there are no disputes or potential disputes concerning the ownership of, or in any way connected generally with, the Premises, the Adjoining Land or any land required for the Customer's Installation and there are no Connection Works Dispute.
- 8.3 The Customer shall produce such evidence as may be reasonably required by WPD to show that the Customer has complied with its obligations under clause 8.2 above.
- 8.4 Save where express written representations are made by WPD or where the relevant works are carried out by WPD, neither by inspection, Energisation, connection nor in any other way does WPD 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). WPD shall be under no obligation to carry out any repair or maintenance to the Customer's Installation.

9. EU Procurement Regulations

Where the EC Procurement Regulations apply to the procurement by WPD of works, goods or services which are necessary to carry out the Connection Works, WPD shall comply with such Regulations and provide any details reasonably required by the Customer to prove such compliance.

10. Liability

- 10.1 Each party accepts unlimited liability for death or personal injury caused by its negligence.
- 10.2 WPD's aggregate liability for physical damage to the Customer's tangible property (save where provided in clause 10.3) resulting from any act, default or omission (whether negligent or otherwise) of WPD, its employees, agents or sub-contractors, or from WPD's breach of the Agreement or breach of statutory duty, shall be limited to £5,000,000 per event or series of connected events.
- 10.3 WPD shall have no liability whatsoever, arising in contract, tort (including negligence) or breach of statutory duty, for any:

- (a) defect, malfunction or otherwise in the Customer's electrical equipment or the Customer's Installation, if applicable;
 - (b) defects in the Connection Equipment and the Distribution System which are a result of any Customer Works or Customer Installation;
 - (c) loss of:
 - (i) profit;
 - (ii) business;
 - (iii) contract;
 - (iv) revenue;
 - (v) opportunity;
 - (vi) goodwill;
 - (vii) use of software or data; or
 - (viii) anticipated savings;
 - (d) administrative and overhead costs;
 - (e) indirect or consequential loss; and/or
 - (f) loss arising from any claim made against the Customer by any other person, unless such loss results directly from WPD's negligence or breach of contract in which event WPD's liability shall be limited to £5,000,000 per event or series of connected events.
- 10.4 Nothing in this clause 10 shall exclude or restrict or otherwise prejudice or affect the rights, powers, duties and obligations of either party which are conferred or created by the Act, WPD's distribution licence or the Electricity Safety, Quality and Continuity Regulations 2002, as amended.

11. Force Majeure

- 11.1 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay or non-performance of any of its obligations (other than any payment obligations) under this Agreement to the extent that such delay or non-performance is due to an Event of Force Majeure. Such obligations shall be suspended while the Event of Force Majeure continues.
- 11.2 The party affected by an Event of Force Majeure shall immediately notify the other party in writing of the nature and extent of the Event of Force Majeure and the affected party shall use all reasonable endeavours to mitigate its effects.
- 11.3 If the Event of Force Majeure continues for more than 2 calendar months, the unaffected party shall be at liberty to terminate this Agreement with immediate effect by giving written notice on the other. The service of such notice shall be without prejudice to any rights or obligations that have accrued prior to termination.

12. Termination

- 12.1 The Customer may by 30 days' prior notice in writing terminate the Agreement at any time without cause.
- 12.2 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.
- 12.3 Without prejudice to any other right to terminate as set out in the Connection Offer, WPD 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:
- (a) the Customer fails to pay any amount that is due and payable to WPD under this Agreement;

- (b) the passing of a resolution for the Customer's winding-up or the making by a court of competent jurisdiction of an order for the winding-up or the dissolution of the Customer;
- (c) 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;
- (d) 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
- (e) the Customer ceasing to do business at any time for 30 consecutive days.

12.4 On Energisation this Agreement shall automatically expire save as set out in clause 13.

12.5 The provisions of this clause 12 are without prejudice to any other right or remedy either party may have against the other for breach or non-performance of this Agreement.

13. Consequences of Termination

13.1 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 shall not affect:

- (a) 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 WPD as a result of any steps taken by either party under Clause 3; and
- (b) the provisions contained in clauses 7, 8, 10, 13, 15, 17, 18, 19 and 20 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.

13.2 If on termination of the Agreement any staged payments made by the Customer exceed the actual costs incurred by WPD in carrying out the Connection Works up to and including the date of termination, WPD shall issue a credit note in respect of such excess amount and reimburse the Customer accordingly, provided that WPD shall have the right to set off from such amount any sums due to WPD by the Customer under this Agreement. This includes, but is not limited to, any sums incurred by WPD pursuant to Clause 3.

13.3 On termination of the Agreement by the Customer pursuant to clause 12.1 or termination by WPD for any reason, WPD may submit an invoice to the Customer for any Connection Works carried out by WPD and/or for any costs incurred by WPD in expectation of the WPD Connection Works to the extent not yet invoiced, together with any other costs or losses suffered or incurred by WPD in consequence of such termination (including the removal of any Connection Equipment). WPD may require the Customer, at no cost to WPD, to assist WPD in removing the Connection Equipment. Any costs payable pursuant to this Clause 13.3 are payable within 7 days of invoice by WPD.

14. Variation

14.1 Each party shall be entitled to propose variations to the terms of this Agreement provided no purported variation to the Agreement shall be effective unless it is in writing and signed on behalf of both parties.

14.2 The Connection Charge shall be adjusted by such an amount as is reasonable to reflect the increased or, as the case may be, decreased cost to WPD of meeting its obligations under this Agreement as a result of the variation.

14.3 If the parties are unable to agree a proposed variation, the parties shall attempt to resolve the matter in accordance with the dispute resolution procedure set out in clauses 15.1 and 15.2.

15. Dispute Resolution

15.1 Subject to clause 15.3 if a dispute arises out of or in connection with this Agreement, the parties shall:

- (a) 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;
- (b) not pursue any other remedies available to them until at least 28 days after the first written notification of the dispute.

15.2 The appointed representatives shall use all reasonable endeavours to resolve the dispute.

15.3 Nothing in this clause 15 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 irreparable damage.

16. Assignment

16.1 This Agreement shall be binding on and enure for the benefit of the successors in title of the parties but, except as set out in sub-clause 16.2, 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.

16.2 WPD may assign the benefit of this Agreement to any company within its Group. For the purposes of this Agreement, "Group" means a company's subsidiaries, its holding companies and any subsidiaries of such holding companies, "subsidiary" and "holding company" having the meanings ascribed to those terms in Section 1159 of the Companies Act 2006.

17. General

17.1 This Agreement and any documents referred to in this Agreement set out the entire agreement and understanding between the parties in respect of the subject matter of this Agreement.

17.2 To the extent that any of the provisions in these General Conditions conflict with the provisions in the other documents which constitute this Agreement, the order of precedence shall be as follows:

- (a) the Specific Conditions;
- (b) the Offer Letter; and
- (c) these General Conditions.

17.3 To the extent that any provision of this Agreement is found by any court or competent jurisdiction to be invalid, unlawful or unenforceable it shall not affect the enforceability of the remainder of the Agreement.

17.4 No single or partial exercise or failure or delay in exercising any right, power or remedy by either party shall constitute a waiver by that party of, impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

17.5 No express term of this Agreement or any term implied under it is enforceable pursuant to the Contracts (Rights of Third parties) Act 1999 by any person who is not a party to it.

17.6 Joint and several liability

- (a) where any liability or obligation is undertaken by two or more persons, the liability or obligation of each of them shall be joint and several;
- (b) the release or compromise in whole or in part of the liability of or grant of any time or indulgence to any one or more of joint and several obligors shall not affect the liability of the other or others.

17.7 Where the words "includes", "including" or "in particular" are used in this Agreement, they are deemed to have the words "without limitation" following them and where the context permits, the words "other" or "otherwise" are illustrative and shall not limit the sense of the words preceding them.

17.8 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

18. IP rights and confidentiality

18.1 All rights in the design, specification, plans or drawings contained or accompanying this Connection Offer belong to and remain with WPD and shall not be used by the Customer or any other person without WPD's written consent.

18.2 All data and information acquired or reviewed by the parties in connection with this Connection Offer is confidential and shall not be divulged to any third party without the prior written consent of the other party except insofar as may be required by law.

19. Notices

19.1 Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first class post, prepaid recorded delivery or email to the address of the party as set out in this Agreement or as otherwise notified in writing from time to time.

A notice shall be deemed to have been served:

- (a) at the time of delivery if delivered personally;
- (b) 48 hours after posting; or
- (c) 2 hours after transmission if served by email on a Business Day prior to 3 pm or in any other case at 10 am on the Business Day after the date of despatch.

19.2 A party shall not attempt to prevent or delay the service on it of a notice connected with this Agreement.

20. Governing law and jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of England and Wales, and subject to clause 15, the parties irrevocably submit for all purposes to the exclusive jurisdiction of the courts of England and Wales.

Customer Connection Offer Breakdown

Scheme Title: Cranbrook 132kV Diversion Option 1 rev1

Enquiry Ref: 3672187

Scheme: 1419457

Version: 2

Date of Estimate: 24/06/2020

Designer: Calvin Chin Wei Teck

Summary

Fees	£0.00
Non-contestable connection works	£5,072,198.19
Contestable connection works	£0.00

Sub Total **£5,072,198.19**

Total Connection Charge excluding VAT **£5,072,198.19**

Fees	Fees Cost
Fees Sub-Total	£0.00

Description of Works	Quantity	Non-Contestable Charges	Contestable Charges
Cable Laying Contract 132 KV			
132KV Cable purchase and install	1580	£2,793,637.50	£0.00
132kV cable pressure test	2	£93,357.00	£0.00
Access Road	300	£116,696.25	£0.00
Assessment, ground survey and design for new cable route	1	£164,386.75	£0.00
Works Sub-Total		£3,168,077.50	£0.00
Cable Supply 132 KV			
132kV Cable termination	4	£130,564.01	£0.00
Works Sub-Total		£130,564.01	£0.00
O/H Mains-Additions 132 KV			
132kV Conductor and fittings removal	1320	£18,671.40	£0.00
Lay down area for Tower Construction	2	£99,015.00	£0.00
Works Sub-Total		£117,686.40	£0.00
P + M 132 KV			
CDM Welfare	1	£45,264.00	£0.00
Environmental Mitigation	1	£70,725.00	£0.00
Security	1	£63,143.28	£0.00
Works Sub-Total		£179,132.28	£0.00
Tower Construction 132 KV			
132kV Terminal Tower (with piled foundations)	2	£990,150.00	£0.00
Dismantling costs	3	£21,217.50	£0.00
New tower surveys and design	1	£70,725.00	£0.00
Road closure and diversion	1	£49,507.50	£0.00
Temporary towers during construction	2	£282,900.00	£0.00
Tower Scaffolding	2	£62,238.00	£0.00
Works Sub-Total		£1,476,738.00	£0.00
Works Total		£5,072,198.19	£0.00

Customer Connection Offer Breakdown

Scheme Title: Cranbrook 132kV Diversion Option 1 rev1

Enquiry Ref: 3672187

Scheme: 1419457

Version: 2

Date of Estimate: 24/06/2020

Designer: Calvin Chin Wei Teck

Notes:

Our charges include labour and materials as appropriate

VAT is not included in any costs in the Customer Connection Offer Breakdown

"LV", "HV", or "EHV" described within the Fees section above denotes the highest voltage of assets installed or worked upon including any associated reinforcement or diversionary works

Glossary

Extra High Voltage	In relation to this breakdown this is typically equipment operating at nominally 25,000V, 33,000V, 66,000V, and 132,000V
High Voltage (HV)	any voltage exceeding LV. In relation to this breakdown this is typically equipment operating at nominally 6,600V and 11,000V
Low Voltage (LV)	a voltage up to 1000V phase to phase, or 600V phase to earth. In relation to this breakdown and supply voltage this is nominally 400/230V
Contestable	is work that may be carried out by WPD or by an accredited independent connections provider
Non-Contestable	is work that may only be carried out by WPD
Land Rights	is the Non-contestable element of any legal permissions to install and maintain plant or equipment. Where agreed, certain works may be carried out by an ICP.
Travel Time	is the cost associated with travelling to and from site

Customer Connection Offer Breakdown

Scheme Title: Cranbrook 132kV Diversion Option 2 rev1

Enquiry Ref: 3672187

Scheme: 1419457

Version: 1

Date of Estimate: 24/06/2020

Designer: Calvin Chin Wei Teck

Summary

Fees	£0.00
Non-contestable connection works	£8,036,990.19
Contestable connection works	£0.00

Sub Total **£8,036,990.19**

Total Connection Charge excluding VAT **£8,036,990.19**

Fees	Fees Cost
Fees Sub-Total	£0.00

Description of Works	Quantity	Non-Contestable Charges	Contestable Charges
Cable Laying Contract 132 KV			
132KV Cable purchase and install	3200	£5,658,000.00	£0.00
132kV cable pressure test	2	£93,357.00	£0.00
Access Road	500	£194,493.75	£0.00
Assessment, ground survey and design for new cable route	1	£164,386.75	£0.00
Works Sub-Total		£6,110,237.50	£0.00
Cable Supply 132 KV			
132kV Cable termination	4	£130,564.01	£0.00
Works Sub-Total		£130,564.01	£0.00
O/H Mains-Additions 132 KV			
132kV Conductor and fittings removal	2420	£34,230.90	£0.00
Lay down area for Tower Construction	2	£99,015.00	£0.00
Works Sub-Total		£133,245.90	£0.00
P + M 132 KV			
CDM Welfare	1	£45,264.00	£0.00
Environmental Mitigation	1	£70,725.00	£0.00
Security	1	£63,143.28	£0.00
Works Sub-Total		£179,132.28	£0.00
Tower Construction 132 KV			
132kV Terminal Tower (with piled foundations)	2	£990,150.00	£0.00
Dismantling costs	4	£28,290.00	£0.00
New tower surveys and design	1	£70,725.00	£0.00
Road closure and diversion	1	£49,507.50	£0.00
Temporary towers during construction	2	£282,900.00	£0.00
Tower Scaffolding	2	£62,238.00	£0.00
Works Sub-Total		£1,483,810.50	£0.00
Works Total		£8,036,990.19	£0.00

Customer Connection Offer Breakdown

Scheme Title: Cranbrook 132kV Diversion Option 2 rev1

Enquiry Ref: 3672187

Scheme: 1419457

Version: 1

Date of Estimate: 24/06/2020

Designer: Calvin Chin Wei Teck

Notes:

Our charges include labour and materials as appropriate

VAT is not included in any costs in the Customer Connection Offer Breakdown

"LV", "HV", or "EHV" described within the Fees section above denotes the highest voltage of assets installed or worked upon including any associated reinforcement or diversionary works

Glossary

Extra High Voltage	In relation to this breakdown this is typically equipment operating at nominally 25,000V, 33,000V, 66,000V, and 132,000V
High Voltage (HV)	any voltage exceeding LV. In relation to this breakdown this is typically equipment operating at nominally 6,600V and 11,000V
Low Voltage (LV)	a voltage up to 1000V phase to phase, or 600V phase to earth. In relation to this breakdown and supply voltage this is nominally 400/230V
Contestable	is work that may be carried out by WPD or by an accredited independent connections provider
Non-Contestable	is work that may only be carried out by WPD
Land Rights	is the Non-contestable element of any legal permissions to install and maintain plant or equipment. Where agreed, certain works may be carried out by an ICP.
Travel Time	is the cost associated with travelling to and from site

Customer Connection Offer Breakdown

Scheme Title: Cranbrook 132kV Diversion Option 3 rev1

Enquiry Ref: 3672187

Scheme: 1419459

Version: 1

Date of Estimate: 24/06/2020

Designer: Calvin Chin Wei Teck

Summary

Fees	£0.00
Non-contestable connection works	£5,133,587.49
Contestable connection works	£0.00

Sub Total **£5,133,587.49**

Total Connection Charge excluding VAT **£5,133,587.49**

Fees	Fees Cost
Fees Sub-Total	£0.00

Description of Works	Quantity	Non-Contestable Charges	Contestable Charges
Cable Laying Contract 132 KV			
132KV Cable purchase and install	1620	£2,864,362.50	£0.00
132kV cable pressure test	2	£93,357.00	£0.00
Access Road	300	£116,696.25	£0.00
Assessment, ground survey and design for new cable route	1	£164,386.75	£0.00
Works Sub-Total		£3,238,802.50	£0.00
Cable Supply 132 KV			
132kV Cable termination	4	£130,564.01	£0.00
Works Sub-Total		£130,564.01	£0.00
O/H Mains-Additions 132 KV			
132kV Conductor and fittings removal	1160	£16,408.20	£0.00
Lay down area for Tower Construction	2	£99,015.00	£0.00
Works Sub-Total		£115,423.20	£0.00
P + M 132 KV			
CDM Welfare	1	£45,264.00	£0.00
Environmental Mitigation	1	£70,725.00	£0.00
Security	1	£63,143.28	£0.00
Works Sub-Total		£179,132.28	£0.00
Tower Construction 132 KV			
132kV Terminal Tower (with piled foundations)	2	£990,150.00	£0.00
Dismantling costs	2	£14,145.00	£0.00
New tower surveys and design	1	£70,725.00	£0.00
Road closure and diversion	1	£49,507.50	£0.00
Temporary towers during construction	2	£282,900.00	£0.00
Tower Scaffolding	2	£62,238.00	£0.00
Works Sub-Total		£1,469,665.50	£0.00
Works Total		£5,133,587.49	£0.00

Customer Connection Offer Breakdown

Scheme Title: Cranbrook 132kV Diversion Option 3 rev1

Enquiry Ref: 3672187

Scheme: 1419459

Version: 1

Date of Estimate: 24/06/2020

Designer: Calvin Chin Wei Teck

Notes:

Our charges include labour and materials as appropriate

VAT is not included in any costs in the Customer Connection Offer Breakdown

"LV", "HV", or "EHV" described within the Fees section above denotes the highest voltage of assets installed or worked upon including any associated reinforcement or diversionary works

Glossary

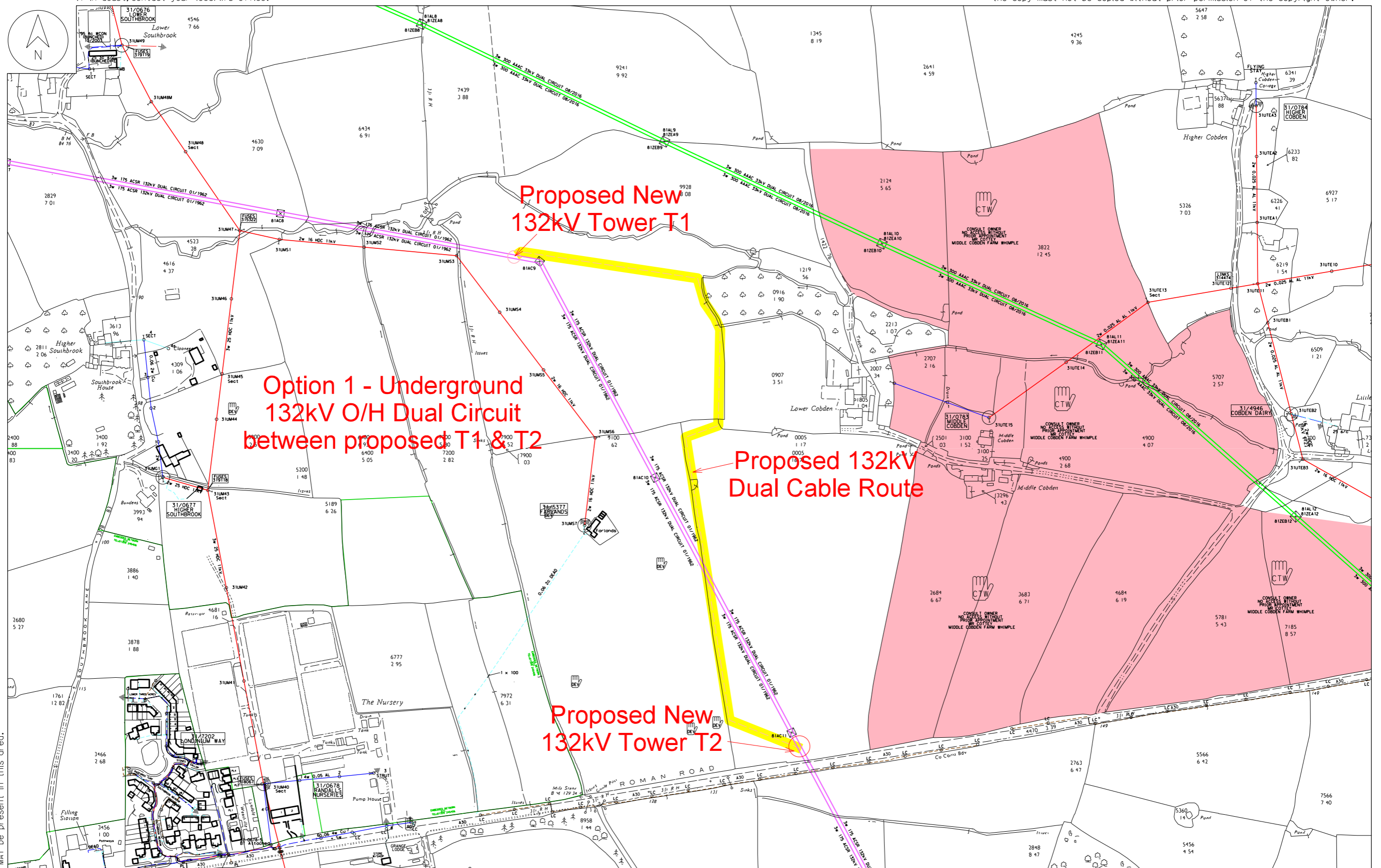
Extra High Voltage	In relation to this breakdown this is typically equipment operating at nominally 25,000V, 33,000V, 66,000V, and 132,000V
High Voltage (HV)	any voltage exceeding LV. In relation to this breakdown this is typically equipment operating at nominally 6,600V and 11,000V
Low Voltage (LV)	a voltage up to 1000V phase to phase, or 600V phase to earth. In relation to this breakdown and supply voltage this is nominally 400/230V
Contestable	is work that may be carried out by WPD or by an accredited independent connections provider
Non-Contestable	is work that may only be carried out by WPD
Land Rights	is the Non-contestable element of any legal permissions to install and maintain plant or equipment. Where agreed, certain works may be carried out by an ICP.
Travel Time	is the cost associated with travelling to and from site

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SURF TELECOMS APPARATUS	OVERHEAD LINE	PL SERVICE LV	UNDERGROUND CABLE	PME Earth	Pole Mounted Transformer
PILOT CABLES	HV (11kV)	HV (33kV)	HV (66kV)	Underground Earth	Ground Mounted Transformer
	HV (132kV)				

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TITLE: Diagram 1 - Option 1
 DRAWN BY:
 DATE: 24/06/2020
 SCALE 1:4000 @ A3
 PLOT CENTRE: 302974.680,095969.433

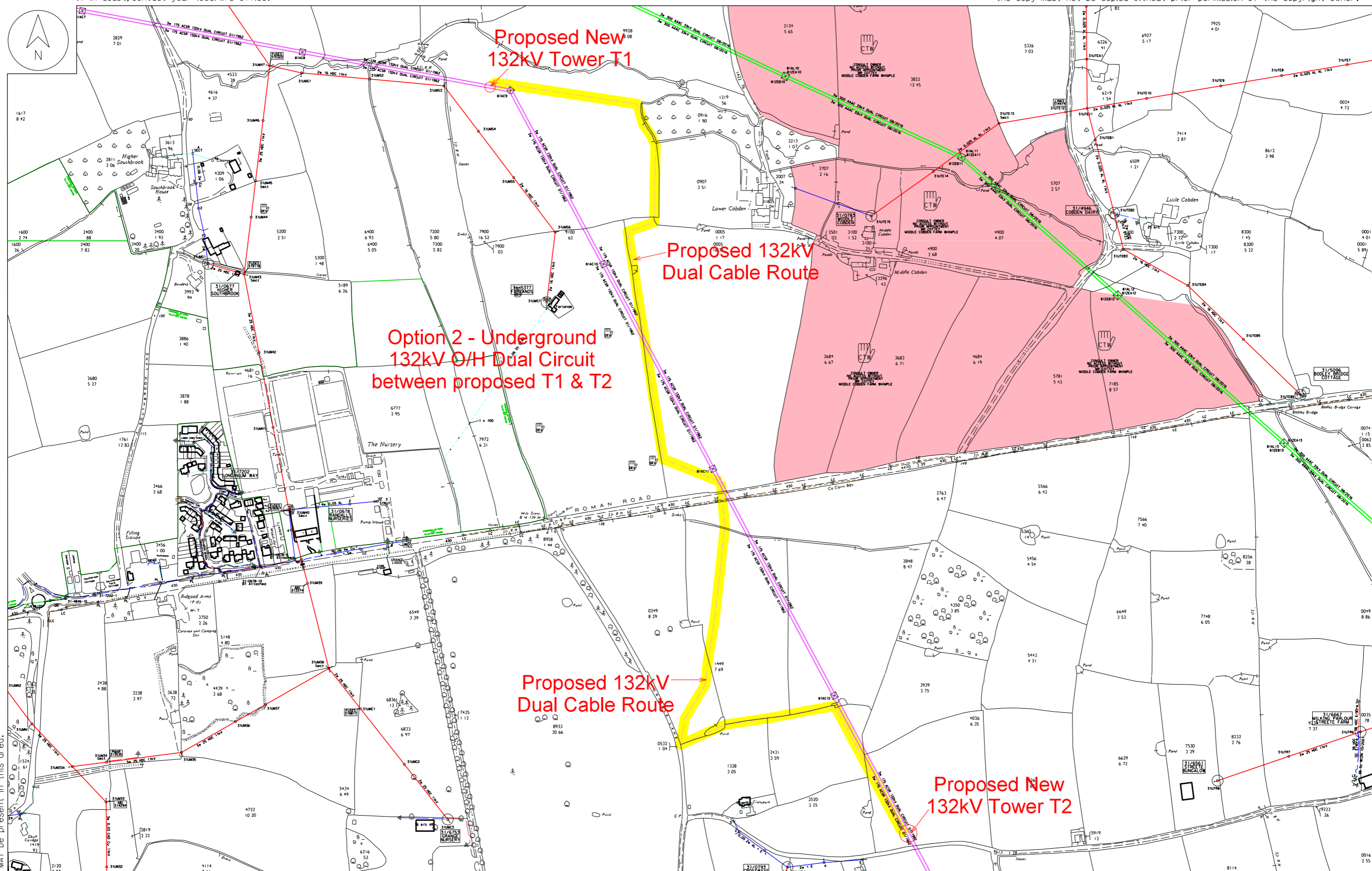
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SURF TELECOMS APPARATUS	OVERHEAD LINE	PL SERVICE LV	UNDERGROUND CABLE	PME Earth	Pole Mounted Transformer
PILOT CABLES	HV (11kV)	HV (33kV)	HV (66kV)	Underground Earth	Ground Mounted Transformer
	HV (132kV)				

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TITLE: Diagram 1 - Option 2
 DRAWN BY:
 DATE: 24/06/2020
 SCALE 1:5000 @ A3
 PLOT CENTRE: 303053.600,095676.815

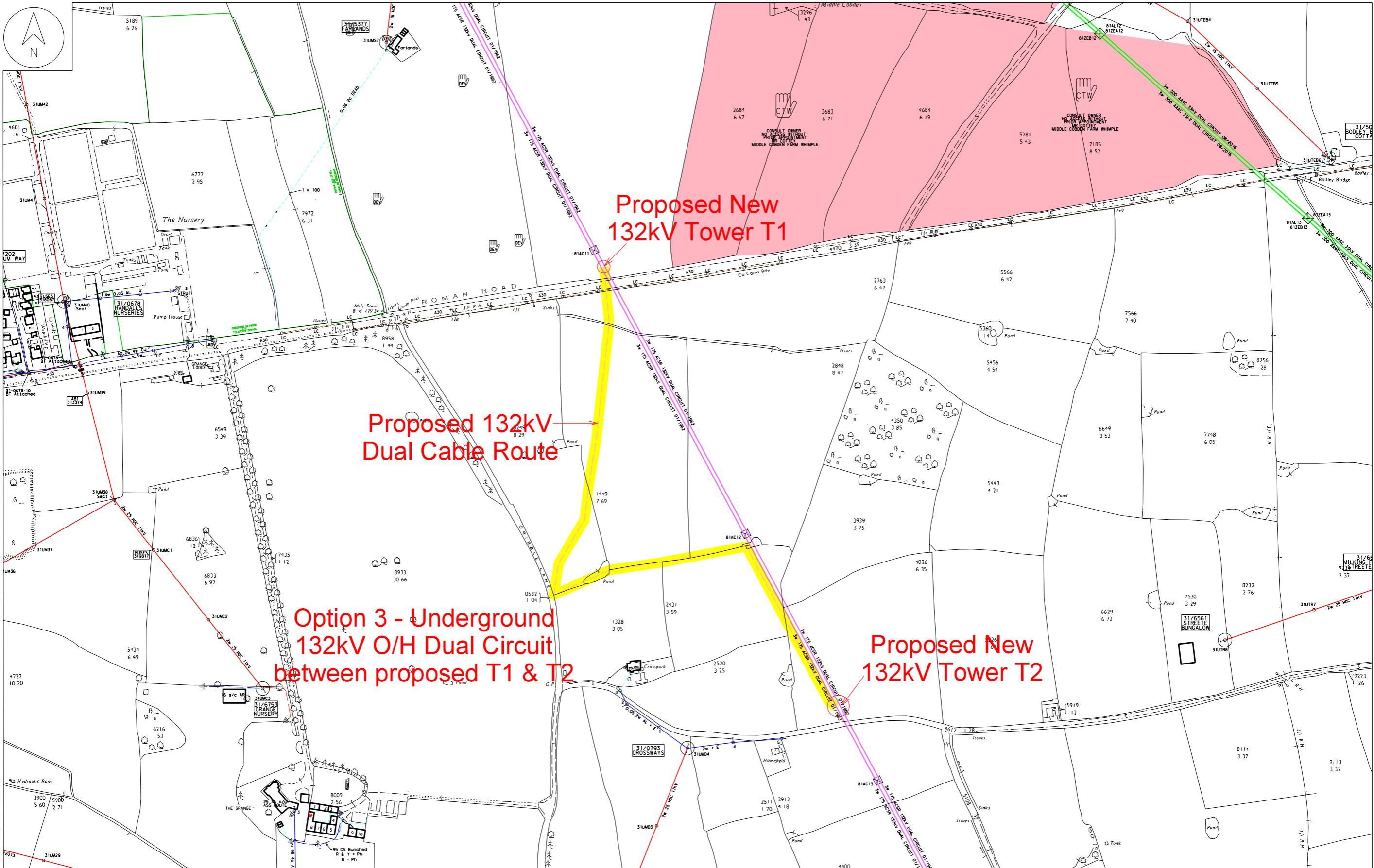
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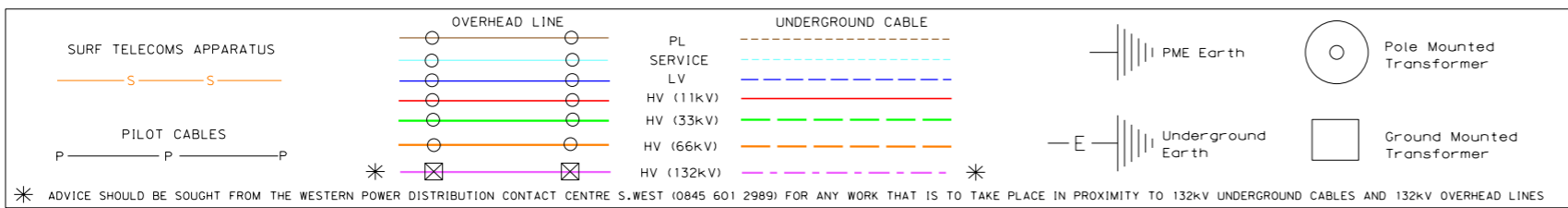


Proposed New 132kV Tower T1

Proposed 132kV Dual Cable Route

Option 3 - Underground 132kV O/H Dual Circuit between proposed T1 & T2

Proposed New 132kV Tower T2

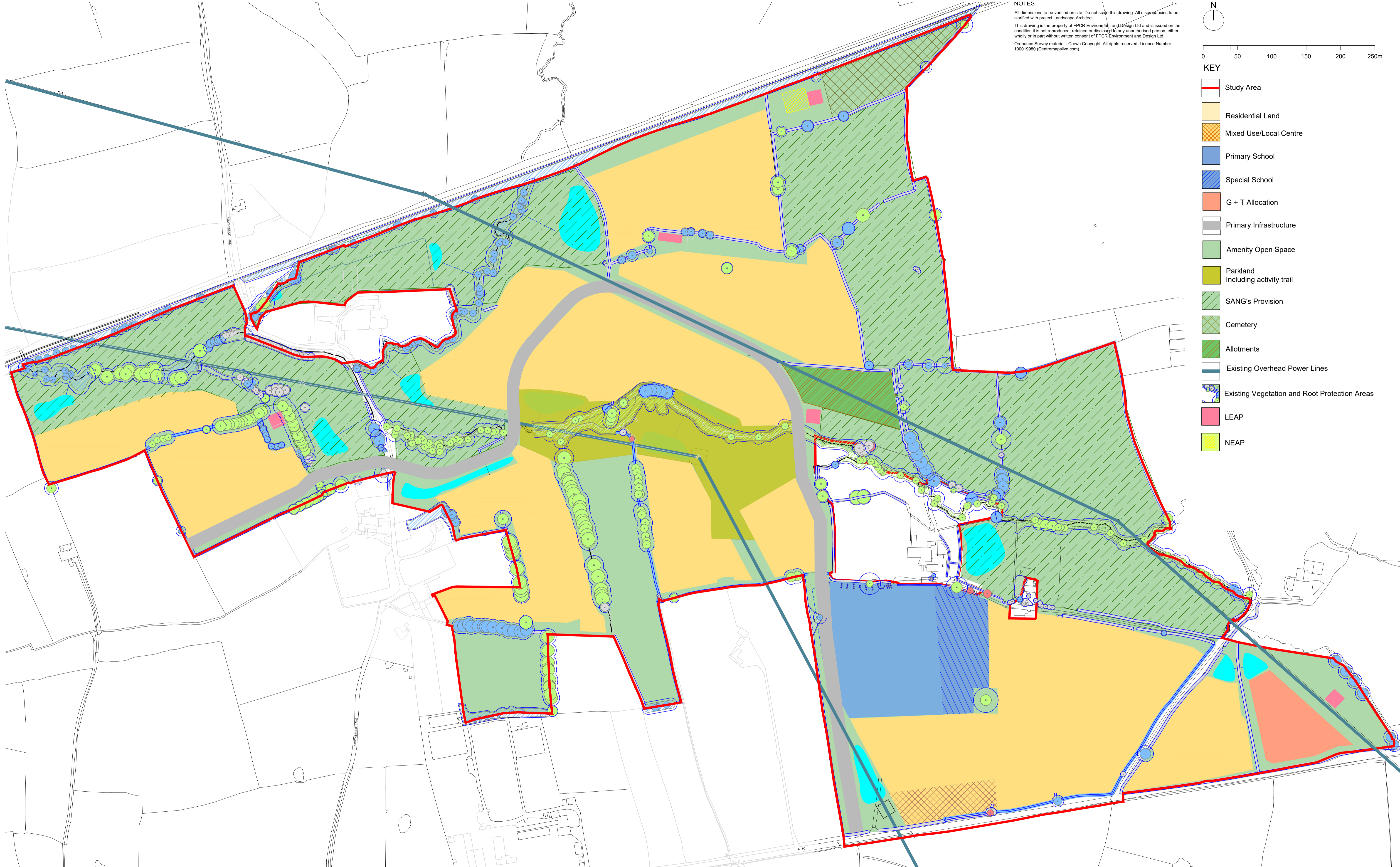


TITLE: Diagram 1 - Option 3
 DRAWN BY:
 DATE: 24/06/2020
 SCALE 1:4000 @ A3
 PLOT CENTRE: 303188.175,095444.539

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GENERAL QUESTIONS

APPENDIX 6 – PHSW Land Use Cobdens Parameters Plan



NOTES
 All dimensions to be verified on site. Do not scale this drawing. All discrepancies to be clarified with project Landscape Architect.
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N

0 50 100 150 200 250m

KEY

- Study Area
- Residential Land
- Mixed Use/Local Centre
- Primary School
- Special School
- G + T Allocation
- Primary Infrastructure
- Amenity Open Space
- Parkland Including activity trail
- SANG's Provision
- Cemetery
- Allotments
- Existing Overhead Power Lines
- Existing Vegetation and Root Protection Areas
- LEAP
- NEAP

APPENDIX 7 – Overhead Line Place Making Sketches

TREE AVENUES ALONG THE MLR PROVIDE FORMALITY THROUGH THE DEVELOPMENT, AND A SENSE OF ARRIVAL AT THE ENTRANCE TO LONDON ROAD

LONG VISTA CREATED THROUGH TO THE PRIMARY SCHOOL BUILDING

ENTRANCE SPACE FOCUSED AROUND AN ATTENUATION / WATER FEATURE, SENSITIVELY DESIGNED WITH LARGE STATURE TREES, AND A MATRIX OF SPECIES RICH GRASSLAND, AQUATICS AND BULB PLANTING TO MAXIMISE BIODIVERSITY AND AMENITY VALUE

LOCAL CENTRE WITH KEY FOCAL CORNER BUILDING AND BROAD AREAS OF PUBLIC REALM, OPEN TO LONDON ROAD



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Persimmon Homes South West
Cranbrook Eastern Expansion
East Devon

ENTRANCE SKETCH

NTS@A3

September 2020 JJT / JJT

9009-SK-03 -

masterplanning
environmental assessment
landscape design
urban design
ecology
architecture
arboriculture

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Persimmon Homes South West
Cranbrook Eastern Expansion
East Devon

ENTRANCE SKETCH

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9009-SK-04 -

masterplanning
 environmental assessment
 landscape design
 urban design
 ecology
 architecture
 arboriculture

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