

A photograph showing a Northern Powergrid worker from behind, wearing a high-visibility orange and black vest with the company logo. He is engaged in a conversation with an elderly woman with short white hair, who is smiling warmly. They are standing in front of a brick house with a white car parked nearby. The scene is brightly lit, suggesting a sunny day.

Terms and Conditions for the provision of fuse upgrades at no cost to the customer

Version 1 – March 2023

Terms and Conditions for the provision of fuse upgrades at no cost to the customer

1. This contract is between:
 - 1.1. You, the person, firm, or company that is the owner or occupier of the Premises (the “Customer” “you” or “your”),
 - 1.2. Northern Powergrid (Northeast) plc (company number 02906593) or Northern Powergrid (Yorkshire) plc (company number 04112320), as applicable, (“Northern Powergrid”, “we” or “us”), for the provision of a modified connection to our electricity distribution system at the Premises shown in the Quotation consisting of **Part 1** (your technical summary, **Part 2** the Quotation Acceptance Form) and these Terms and Conditions (the “Contract”).
2. Your attention is drawn to the terms and conditions which are shown in bold.
3. The following definitions are used in the Contract:
 - a) “**Acceptance Date**” means the date of signature of the Quotation Acceptance Form in Part 1 by or on behalf of the Customer;
 - b) “**Quotation**” means the offer we have made to you to modify the connection to our electricity distribution system, consisting of your technical summary in **Part 1** and the Quotation Acceptance Form set out in **Part 2**;
 - c) “**Quotation Acceptance Form**” means the acceptance form included in **Part 2** that you can sign and return to us as a way of telling us that you want to agree to the Quotation and the Terms and Conditions;
 - d) “**Terms and Conditions**” means these terms and conditions for the Provision of Fuse Upgrades at No Cost to the Customer; and
 - e) “**Work**” or “**Works**” means the Works to be carried out by us for you as set out in the Quotation pursuant to these Terms and Conditions.

Why are these Terms and Conditions important?

4. These Terms and Conditions govern the way in which we will perform the Works for you. Consequently, we recommend that you read these Terms and Conditions carefully. **If you do not understand anything in them, you should consider asking a solicitor to advise you. Alternatively, you could ask your local Citizen’s Advice Bureau or the trading standards department at your local council for advice.** Please check that the details in the Quotation and these Terms and Conditions are correct before you sign and submit the Quotation Acceptance Form. If you think there are any mistakes, please contact us to discuss. We will confirm any changes that need to be made in writing.
5. We have the right to change these Terms and Conditions at any time and will notify you in writing if there is a change.

Your statutory rights

6. If you are a consumer, in other words an individual contracting for your own private, non-business needs, then nothing in these Terms and Conditions affects your statutory rights.

If you want to know more about your statutory rights as a consumer, please contact your local Citizen’s Advice Bureau or the trading standards department at your local council for advice or visit <http://www.consumerdirect.gov.uk>.

Quotation acceptance and forming the contract between us

7. This Quotation is valid for 90 days from the date at the top of the Quotation, after which it will expire automatically unless we agree otherwise with you in writing and is subject to these Terms and Conditions. If you do not agree to the Quotation within that period and you would still like us to do the Work, you will need to ask us to provide you with a new quotation. If you would like us to perform the Works, you need to agree to the Quotation and these Terms and Conditions within the 90 day period. **You can do this by signing and returning to us the Quotation Acceptance Form, which can be found in Part 1.**
8. When you submit your signed Quotation Acceptance Form such that you have agreed to the Quotation and these Terms and Conditions, this does not mean we have accepted your order for the Works. **The Contract between us will only be formed and become binding on you and us when we send you written confirmation that the Contract has been formed.** If we are unable to do the Works we will inform you in writing.

Your rights to end the Contract

9. **You are entitled to cancel the Contract within 14 days of the date on which it is formed (provided that we haven't at your specific request completed the Works during this time).**
10. Information on how to cancel the Contract is set out in the **Cancellation section in Schedule 1 to the Quotation.**
11. **You can end the Contract, if, due to our fault, we fail to complete the Works in the six month period starting on the date on which the Contract is formed.**
12. **You can also end the Contract if:**
 - 12.1. **We break the Contract** in some important way. This is known as a material breach and could involve a significant breach of our obligations under the Contract;
 - 12.2. **We change these Terms and Conditions in a way you don't like;** or
 - 12.3. **We become insolvent or stop trading or become subject to an administration order or if a similar event happens to us.**

Our rights to end the Contract

13. **We can end the Contract immediately by written notice to you if:**
 - 13.1. **You refuse us access to your Premises at the agreed date and time on more than one occasion;** or
 - 13.2. **We are no longer able to carry out the Works** because we are unable to obtain any third party consents that may be necessary to complete the Works or due to changes in the law or due to regulatory reasons; or
 - 13.3. **If you are a business, you have become bankrupt, insolvent or stop trading or become subject to an administration order or you can no longer pay your debts or a similar event happens to you.**

Drawings, designs and specifications

14. We are responsible for any drawing, design or specification we produce. If we use a drawing, design or specification which you or someone working for you has produced, it is your responsibility to make sure it is correct and suitable for its intended purpose.

The Works we will perform

15. We will carry out the Works and, **if you want to alter the Works in any way, we must both agree to that alteration in writing before the alteration can be made.**
16. If we are unable to agree the alteration to the Works you require, then you can end the contract.
17. You can ask us to suspend the Works at any time but, if you do this, **we may be able to terminate the Contract** under paragraph 13.

Ownership of electricity distribution system equipment

18. The Work is made up of alterations and improvements to our electricity distribution system at your Premises. Your acceptance of the Quotation does not give you any rights in or to any part of our electricity distribution system including anything constructed as a result of the Work. **Consequently, we will own the equipment used to complete the Work and any equipment which forms part of our electricity distribution system at all times.**
19. You agree that we or our contractors may enter your Premises on reasonable notice to carry out the Work or to recover any equipment or goods belonging to us or our contractors which may be left on your Premises.

Starting and finishing the Work

20. We will start the Work on the date which is agreed in writing between you and us and we shall try to complete the Work by the date we have told you. However, you agree that the date for completing the Work is an estimate only and we do not promise that we will finish the Work by that date. **We will not be responsible to you for any costs you incur if we do not start or complete the Work by the agreed dates.**
21. If we incur costs and expenses as a result of the Work being delayed by your actions or your failure to do things you have agreed to do by any date we agree (if a date is agreed), **we can charge you for those costs and expenses.**

What can you or we claim if anything goes wrong?

22. If either of us fails to meet any of our obligations under this Contract because of an event or circumstances beyond our reasonable control **we will not count this as breaking the Contract.** An event outside our control includes things such as strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks. **We will contact you as soon as reasonably possible to notify you if an event outside our control takes place.**

- 23. Unless we cause death or injury through our negligence, or there is fraud or we breach certain statutory terms, we will not be liable to you for any loss or damage to do with this Contract.** This does not apply if we damage your property because we are negligent or break the Contract and we should have known that the damage caused would be the direct result of breaking the Contract or being negligent.
- 24. If you are a consumer, we will not be responsible under this Contract for any loss or damage which relates to any business of yours.** Nothing in this agreement will affect your right to bring legal action.
- 25. If we break this Contract and you suffer loss or damage as a direct result, we limit the amount we may pay to you to £1,000** for that loss or damage, except where your loss results from breach of our statutory duties, any fraud we commit or if death or personal injury is caused which occurs because of our negligence, in which case the amount we may pay to you will be unlimited.
- 26. If you are a business:-**
- 26.1.** All warranties, conditions or terms which are not set out in this Contract but which would otherwise be implied into it (for example through a specific law, the common law or otherwise) are excluded by us unless they cannot be excluded by law; and
- 26.2.** We will not be responsible to you for any loss of profit, loss of business, anticipated savings and loss or damage to goodwill or any indirect, consequential or economic loss which happens as a result of our breaking this Contract or our negligence.

The equipment we use to carry out the Work

- 27.** We can change any equipment which we say we will use in our Quotation for any other equipment which will deliver a similar level of service.

Your connection agreement

- 28.** Your ongoing use of the Connection will be governed by the National Terms of Connection (the “NTC”), a copy of which can be found at www.connectionterms.org.uk or obtained by calling us on 0800 011 3433. You enter into a contract for your ongoing use of the Connection, the terms of which are the NTC, when you enter into a contract with your energy supplier for the supply of electricity through the Connection. **We advise you to read the NTC because the NTC limits our liability to you in respect of your ongoing use of the Connection.**

General legal conditions

- 29.** The Contract is governed by English law. You and we both agree to bring any claims using the English courts. However, you may also use an alternative dispute resolution process via an independent body, which considers the facts of a dispute and seeks to resolve it without a claim having to go to court. You can find a list of all alternative dispute resolution bodies that are approved to provide this service at www.tradingstandards.uk/advice/AlternativeDisputeResolution.cfm.
- 30.** If you are not happy with our level of customer service or how we have handled any complaint in respect of that service and we are unable to resolve your complaint, you may want to contact the Energy Ombudsman via its website at www.ombudsman-services.org/energy who should not charge you for making a complaint. If you are not satisfied with the outcome you can still bring legal proceedings.

31. You cannot transfer the legal rights to this Contract without our prior written permission. We may transfer any part of this Contract to any other company that has the necessary licence for the distribution of electricity. If we transfer any of the rights and obligations under this Contract to another company, the expression “we”, “us” or “our” will include that other company for the purposes of this Contract.
32. If we need to serve a notice on you under this Contract, we will send it to the address to which we sent the Quotation. You must serve any notices on us at:
- Northern Powergrid
Network Connections
Alix House
Falcon Court
Stockton
TS18 3TU
- Email: GetConnected@northernpowergrid.com
- Telephone: 0800 011 3433 (8:00 am to 8:00 pm on Monday to Friday and 9:00 am to 5:00 pm on Saturday)
33. If any term of this Contract is held by the courts or any other legal or regulatory body to be invalid or unenforceable, the rest of the terms of the Contract shall not be affected by such invalidity or unenforceability.
34. If you break the Contract and we fail to enforce the provisions of the Contract, our failure or silence should not be understood by you that we are giving up on our rights and remedies. If either we or you do give up on our rights and remedies on one occasion, that does not mean that we or you are doing so in respect of any other rights or remedies we may have. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
35. If you are a business these terms represent the whole agreement between us.

Contact us



0800 011 3433
Mon-Fri: 8am-8pm, Sat: 9am-5pm



getconnected@northernpowergrid.com



www.northernpowergrid.com/get-connected