

Guaranteed Standards under Connection Standards of Performance – Notice of Rights

Eclipse Power Networks Guaranteed Standards

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1 Introduction

The following statement relates to Eclipse Power's licenced Independent Distribution Network Operator business Eclipse Power Networks Ltd.

This publication explains what the standards of service you can expect from Eclipse Power Networks Ltd are and outlines the inconvenience payments you could receive if we fail to delivery these Standards. It is written in accordance with The Electricity (Connection Standards of Performance) Regulations 2015.

Any payments that you receive under this scheme will not prejudice your entitlement to any other action that you may be entitled to take as a result of a failure on our part in accordance with Section 39A (5) of the Electricity Act 1989 (as amended by the Utilities Act 2000).

Eclipse Power Networks Ltd does not sell electricity directly to consumers but ensures that it is delivered to you. The companies that sell electricity to consumers and send out bills are called electricity suppliers. If you have an enquiry about your bill, your meter or the supplier's Priority Services Register, please contact your electricity supplier. Contact details can be found on your latest electricity bill.

Any queries regarding the activities of Eclipse Power Networks Ltd should be address to the address below;

Our Contact Details

Address:

Eclipse Power Networks Ltd
25 Osier Way
Olney Office Park
Olney
Buckinghamshire
MK46 5FP

Our Office Hours:

Monday – Friday 8.00am to 5.00pm

General Enquiries Line: 01234 486 487

General Email Enquiries: enquiries@eclipsepower.co.uk

Emergencies

To report a loss of supply or a concern about the safety of our equipment, call us free on:

Telephone: 105

If you are calling from a device on a Mobile Network and wanting to report an emergency call (charges may apply):

Telephone: 01234 486 487

This number can be used to report emergencies 365 days a year, 24 hours a day. For more information on the emergency reporting procedure, please see our Emergency Services and Enquiry Service Statement.

2 Guaranteed Standards

2.1 Metered Quotation Standards

Provision of Budget Estimates

ECGS1A – Reg 4 (2)

- If you request a budget estimate for a connection to your premises which is less than 1MVA and Eclipse Power Networks Ltd has received all information that can reasonably be expected to be within the knowledge of yourself, Eclipse Power Networks Ltd will provide the budget estimate within 10 working days or pay £65.

ECGS1B – Reg 4(3)

- If you request a budget estimate for a connection to your premises which is more than 1MVA or greater and Eclipse Power Networks Ltd has received all information that can reasonably be expected to be within the knowledge of yourself, Eclipse Power Networks Ltd will provide the budget estimate within 20 working days or pay £65.

Provision of Quotations

ECGS2A – Reg 5(2)

- If you request a single LV service demand connection¹ (i.e. single service request) and Eclipse Power Networks Ltd has received all information that can reasonably be expected to be within the knowledge of yourself, Eclipse Power Networks Ltd will provide the quotation within 5 working days or pay £15 each day until the quotation is provided. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred or to be incurred in respect of the connection to yourself of/for the total sum owed.

ECGS2B – Reg 5(3)

- If you request a connection for less than 5 properties and Eclipse Power Networks Ltd has received all information that can reasonably be expected to be within the knowledge of yourself, Eclipse Power Networks Ltd will provide the quotation within 15 working days or pay £15 each day until the quotation is provided. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred in respect of the connection to yourself of/for the total sum owed.

ECGS3A – Reg 6(2)

- If you request an LV demand connection and Eclipse Power Networks Ltd has received all information that can reasonably be expected to be within the knowledge of yourself, Eclipse Power Networks Ltd will provide the quotation within 25 working days or pay £65 each day until the quotation is provided. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred in respect of the connection to yourself of/for the total sum owed.

¹ Connection is via LV circuit fused at 100 amps or less per phase up to 70kva with whole-current metering.

ECGS3B – Reg 6(3)

- If you request an HV demand connection and Eclipse Power Networks Ltd has received all information that can reasonably be expected to be within the knowledge of yourself, Eclipse Power Networks Ltd will provide the quotation within 35 working days or pay £135 each day until the quotation is provided. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred in respect of the connection to yourself of/for the total sum owed.

ECGS3C – Reg 6(4)

- If you request an EHV demand connection and Eclipse Power Networks Ltd has received all information that can reasonably be expected to be within the knowledge of customer, Eclipse Power Networks Ltd will provide the quotation within 65 working days or pay £200 each day until the quotation is provided. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred in respect of the connection to yourself of/for the total sum owed.

3 Other Metered Standards

3.1 Customer Contact

ECGS4A – Reg 8(2)

- On acceptance of a quotation for an LV service demand connection² or a connection for less than 5 properties, Eclipse Power Networks Ltd will contact you to commence the process of agreeing a schedule of dates for completion of the works referenced in the quotation within 7 working days or Eclipse Power Networks Ltd will pay £15 for each day up to and including the day that you are contacted. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred or to be incurred in respect of the connection to yourself of/for the total sum owed.

ECGS4B – Reg 9(2)

- On acceptance of a quotation for the provision of an LV demand connection or an LV generation connection, Eclipse Power Networks Ltd will contact you within 7 working days to commence the process to confirm dates for the commencement of work, completion of works and the energisation of the connection or Eclipse Power Networks Ltd will pay £65 for each day up to and including the day that the contact occurs. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred or to be incurred in respect of the connection to yourself of/for the total sum owed.

² Connection is via LV circuit fused at 100 amps or less per phase up to 70 kva with whole-current metering.

ECGS4C – Reg 9(3)

- On acceptance of a quotation for the provision of an HV demand connection or an HV generation connection, Eclipse Power Networks Ltd will contact you within 10 working days to commence the process to confirm dates for the commencement of work, completion of works and the energisation of the connection or Eclipse Power Networks Ltd will pay £135 for each day up to and including the day that the contact occurs. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred or to be incurred in respect of the connection to yourself of/for the total sum owed.

ECGS4D – Reg 9(4)

- On acceptance of a quotation for the provision of an EHV demand connection or an EHV generation connection, Eclipse Power Networks Ltd will contact you within 15 working days to commence the process to confirm dates for the commencement of work, completion of works and the energisation of the connection or Eclipse Power Networks Ltd will pay £200 for each day up to and including the day that the contact occurs. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred or to be incurred in respect of the connection to yourself of/for the total sum owed.

3.2 Commencement of works

ECGS5 – Reg 9(5)

- Where Eclipse Power Networks Ltd fails to commence works (or phase of the works) on the agreed date for ECGS4B, 4C or 4D, Eclipse Power Networks Ltd will pay £25 for each day until the works commence. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred or to be incurred in respect of the connection to yourself of/for the total sum owed.

3.3 Completion of works

ECGS6A – Reg 8(3)

- Where a date has been agreed between Eclipse Power Networks Ltd and yourself for a single LV demand connection or small project demand connection and Eclipse Power Networks Ltd fails to complete the works (or a phase of the works) provided for in the accepted quotation by the agreed date, Eclipse Power Networks Ltd will pay £35 for each day up to and including the day that the works are complete. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred or to be incurred in respect of the connection to yourself of/for the total sum owed.

ECGS6B – Reg 9(6)

- Where Eclipse Power Networks Ltd fails to complete works (or phase of the works) on the agreed date for an LV demand connection, Eclipse Power Networks Ltd will pay £135 for each day until the works are complete. Eclipse Power Networks Ltd will make either

a single payment or an offset for charges incurred or to be incurred in respect of the connection to yourself of/for the total sum owed.

ECGS6C – Reg 9(7)

- Where Eclipse Power Networks Ltd fails to complete works (or phase of the works) on the agreed date for an HV demand connection, Eclipse Power Networks Ltd will pay £200 for each day until the works are complete. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred or to be incurred in respect of the connection to yourself of/for the total sum owed.

ECGS6D – Reg 9(8)

- Where Eclipse Power Networks Ltd fails to complete works (or phase of the works) on the agreed date for an EHV demand connection, Eclipse Power Networks Ltd will pay £270 for each day until the works are complete. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred or to be incurred in respect of the connection to yourself of/for the total sum owed.

3.4 Energisation

ECGS7A – Reg 9(9)

- Where Eclipse Power Networks Ltd fails to energise an LV demand connection on the agreed date, Eclipse Power Networks Ltd will pay £135 for each day until the works are complete. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred or to be incurred in respect of the connection to yourself of/for the total sum owed.

ECGS7B – Reg 9(10)

- Where Eclipse Power Networks Ltd fails to energise an HV demand connection on the agreed date, Eclipse Power Networks Ltd will pay £200 for each day until the works are complete. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred or to be incurred in respect of the connection to yourself of/for the total sum owed.

ECGS7C Reg 9(11)

- Where Eclipse Power Networks Ltd fails to energise an EHV demand connection on the agreed date, Eclipse Power Networks Ltd will pay £270 for each day until the works are complete. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred or to be incurred in respect of the connection to yourself of/for the total sum owed.

4 Unmetered Standards

4.1 Unmetered Faults

ECGS8A – Reg 10(2)

- Where Eclipse Power Networks Ltd fails to attend an emergency fault within 2 hours from the receipt of notification, Eclipse Power Networks Ltd will pay the relevant authority £65. Eclipse Power Networks Ltd will make either a single payment or an offset for charges incurred or to be incurred in respect of the connection to yourself of/for the total sum owed.

ECGS8B – Reg 10(3)

- Where Eclipse Power Networks Ltd fails to complete any rectification works on a high priority fault involving traffic lights within 2 calendar days from the receipt of notification, Eclipse Power Networks Ltd will pay the relevant authority £15 for each day up to and including the day that the fault is rectified.

ECGS8C – Reg 10(4)

- Where Eclipse Power Networks Ltd fails to complete any rectification works on a high priority fault not involving traffic lights within 10 working days from the receipt of notification, Eclipse Power Networks Ltd will pay the relevant authority £15 for each day up to and including the day that the fault is rectified.

ECGS8D – Reg 10(5)

- Where Eclipse Power Networks Ltd fails to complete any rectification works on a multiple unit fault repair within 20 working days from the receipt of notification, Eclipse Power Networks Ltd will pay the relevant authority £15 for each day up to and including the day that the fault is rectified.

ECGS8E – Reg 10(6)

- Where Eclipse Power Networks Ltd fails to complete any rectification works on a single unit fault repair within 25 working days from the receipt of notification, Eclipse Power Networks Ltd will pay the relevant authority £15 for each day up to and including the day that the fault is rectified.

4.2 Unmetered Quotations

ECGS – Reg 11(2)

- Where a relevant authority requests an unmetered connection to Eclipse Power Networks Ltd's network and all information that is reasonably expected to be within the knowledge of the relevant authority has been received, Eclipse Power Networks Ltd will provide the relevant quotation within 25 working days. Failing to do so, Eclipse Power Networks Ltd will pay the relevant authority £15 for each day up to and including the day that the quotation is provided.

4.3 Unmetered New Works Order

ECGS10A – Reg 12(2)

- Where Eclipse Power Networks Ltd fails to complete works for new works of 1-100 units on a new site (being any location other than adopted highway) by the agreed date and the total works to which this regulation applies is under the relevant monthly threshold, Eclipse Power Networks Ltd will pay the relevant authority £15 for each day up to and including the day that the works are completed.

ECGS10B – Reg 12(3)

- Where Eclipse Power Networks Ltd fails to complete works for new works of 1-100 units within 35 working days of an agreed starting date on an existing adopted highway and the total works to which this regulation applies is under the relevant monthly threshold, Eclipse Power Networks Ltd will pay the relevant authority £15 for each day up to and including the day that the works are completed.

5 Quotation Accuracy Scheme

This regulation applies where:

- Eclipse Power Networks Ltd has provided you with a quotation and it is subject to Eclipse Power Networks Ltd's quotation accuracy scheme;
- You challenge the quotation under the quotation accuracy scheme;
- The quotation is found in accordance with the quotation accuracy scheme, to have been inaccurate or incomplete.

Where this regulation applies, Eclipse Power Networks Ltd will, in accordance with the provisions of its quotation accuracy scheme, refund to you the amount of any overpayment made by you in respect of the quotation, as well as pay the following compensation:

ECGS11A – Reg 7(3)

- Where the quotation relates to a single LV service demand connection, Eclipse Power Networks Ltd will pay you £335.

ECGS11B – Reg 7(4)

- Where the quotation relates to 1-4 service connections (3 phase whole current metering), Eclipse Power Networks Ltd will pay you £670.

6 Payments

Payments Standard

ECGS12 – Reg 14

- Where Eclipse Power Networks Ltd owes compensation under any of regulations 4 to 12 (inclusive) and fails to make the payment to you or relevant authority (as appropriate)

within 10 working days, Eclipse Power Networks Ltd will make a further payment of £65. For unmetered standards, a schedule of payments will be provided to the Customer on a quarterly basis, rather than making individual payments against separate jobs.

6.1 Claiming a Payment

If you would like to make a claim, please contact us and have as much information as possible regarding your claim to enable us to review and process it promptly.

6.2 Exceptional Circumstances

The Electricity (Connections Standards of Performance) Regulations 2010 detail a number of circumstances where the Guaranteed Standards may not apply. These include:

- Where you inform us that you do not want us to take any action or further action.
- Where you agree that any action we have taken (or promise to take) meets the requirement of the guaranteed standard. If we have promised to take action as part of this exemption, we shall do so promptly.
- Where, if we need information from you in order to meet our guaranteed standard, you either telephone a number or send the information to an address other than the one we have provided, or, in the case of voltage complaints, you contact us outside our working hours.
- Where we could not have been reasonably expected to meet the guaranteed standard (despite efforts on our part) due to:
 - severe weather;
 - industrial action by our employees;
 - the actions of a third party;
 - obstructions restricting access to the works areas;
 - the likelihood of us breaking the law if we complied;
 - road closures;
 - inability to secure appropriate Traffic Management Act requirements or street works permits;
 - other parties completing works at the site;
 - another service on the ground causing obstructions;
 - discovery of tree roots and action taken as per the current issue of the National Joint Utilities Group Guidelines for the planning, Installation and Maintenance Of Utility Services in Proximity of Trees;
 - health, safety or environmental issues which were unknown at the time of planning the works and which cannot be averted in order to safely undertake the works;
 - the effects of an event for which emergency regulations have been made under Part 2 of the Civil Contingencies Act 2004;

- circumstances under which the Distributor could reasonably expect that taking the action would or would likely to be in breach of an enactment, including any directions given by the Secretary of State under measures to preserve the security of buildings or installations relating to generation, transmission or supply of electricity under Section 96 of the Electricity Act 1989;
- other exceptional circumstances beyond our control.
- Extensions of time may be applicable as set out under section 16 of the Regulations. Where this applies Eclipse Power Networks Ltd will contact you within a reasonable period of time following the circumstances concerned to communicate the applicable period or date for the extension.

If we invoke any of the exemptions laid out in the Regulations, we are required to demonstrate that we have taken all reasonable steps to prevent failure.