

**UK Power Networks (Operations) Limited
on behalf of
London Power Networks plc
Eastern Power Networks plc
South Eastern Power Networks plc**

and

[XY] Limited

**AGREEMENT FOR THE CARRYING OUT OF CONNECTIONS TO STREET FURNITURE
UNMETERED JOINTING TO MAINS**

This document is provided as a draft for review and information only; to arrange a document for signature or for further information regarding commencement of ICP activity please contact:

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1 Definitions and Interpretations

1.1 Definitions

Accreditation	means current approval from Lloyds Register to carry out Works on the Distribution System;
Act	means the Electricity Act 1989;
Adoption	means the transfer of the ownership of the Works to the DNO;
Adoption Certificate	means the certificate issued to signify Adoption of the Works or any section of such works and in the form attached at Appendix Six of this Agreement;
Adoption Date	means the date on which the Adoption Certificate is issued by the DNO;
Affected Party	means the Party whose obligations are affected by a System Emergency or an event of Force Majeure;
Affiliate	means a company or corporation which is:- (i) The ultimate Holding Company of a person; or (ii) A Subsidiary of a person; or (iii) A Subsidiary of the ultimate Holding DNO of a person. For the purposes of this definition the terms Holding Company and Subsidiary shall have the meanings assigned to them by section 1159 of the Companies Act 2006;
Agreement	means the terms and conditions set out herein and the Appendices attached thereto;
AIRLINE	means the Company's Accident and Incident Reporting Line Telephone number 0161 774 0475;
Approved Contractor	means a contractor who has all the necessary skills and competencies and has current approval from the DNO and the Lloyds Register to carry out the Works.
Approved Design	means the design of the Works approved by the DNO;
Area	means the locations/Streets set out in the Asset Owner Letter;
Asset Owner	means the owner of the Street Furniture in respect of which Works are being undertaken.
Asset Owner Agreement	means an agreement between the Asset Owner and the DNO setting out the terms and conditions that the Asset Owner must comply with when instructing Works within the Distribution Services Area of the DNO in such form as agreed by the DNO at its discretion;
Authority	means the Gas and Electricity Markets Authority as established by Section 1 of the Utilities Act 2000;
Business Days	means all days of the week excluding Saturday and Sunday and any public holidays in England and Wales;
Cable Identification Procedure	means the Contractor's procedure for cable identification, to be of no lesser standard than that set out in document reference DSR 01 018 entitled 'Identification of LV Cables' which can be found here: http://library.ukpowernetworks.co.uk/library/en/g81/ save that the

Contractor is only permitted to use a signal injection device for cable identification in accordance with CON 08 115.

CDM	means the Construction (Design and Management) Regulations 2015;
Checks	means those checks to be carried out or procured to be carried out in accordance with Appendix Three;
Code of Practice	means the Competition in Connections Code of Practice approved by the Authority from time to time;
Competency Assessment	means the approval in accordance with the Code of Practice of the competence of each Contractor's employee undertaking Works on the Distribution System;
Connection	means the installation of Connection Equipment in such a way that, subject to Energisation and the terms of this Agreement, the Asset Owner may receive a supply of electricity from the Distribution System and cognate expressions shall be construed accordingly. Any right to be or remain Connected does not include the right to be or to remain Energised;
Connection Agreement	means either a metered or unmetered services connection agreement, as applicable, on the DNO's standard terms which may be varied from time to time and which can be found at www.ukpowernetworks.co.uk/connection-agreements or such other form of contract as the DNO may from time to time require such forms of contract being available by written request to UK Power Networks, Income Management, Energy House, Hazelwick Business Park, Crawley, West Sussex RH10 1EX and in the absence of such bilateral terms the "National Terms of Connection" (available by internet at www.connectionterms.co.uk or on request in writing to Energy Networks Association, 6th Floor, Dean Bradley House, 52 Horseferry Road, London SW1P 2AF) which may be varied from time to time shall apply;
Connection Equipment	means the Electric Line and/or Electrical Plant which is or is to be provided and installed from time to time by the Contractor as part of the Works or the DNO as a result of its obligations arising under this Agreement for the purposes of providing a Connection at the Exit Point;
Consents	means all and any consents, permissions, licences or agreements required for the Works and/or by the DNO for the DNO's obligations but not including planning consents in respect of the Works;
Contractor's employees	shall include the employees of any subcontractor of the Contractor;
Contractor's Representative	means the person nominated in the Contractor's organisation who is authorised to accept the conditions imposed by this Agreement;
Daily Whereabouts Report	means all information required to be given to the DNO in order that the DNO has clear understanding of the location of the Contractor's Works on any given day and the individuals who will be undertaking the Works.
De-Energisation	means the operation of any switchgear or the removal of any fuse or the taking of any other step whereby no electrical current can flow to or from the Distribution System through the Connection Equipment to or from the Asset Owner's installation at the Exit Point and cognate expressions shall be construed accordingly;

Defects Correction Period	means the period of two years for transfers and extensions or 5 years for permanent disconnections or new Connections from the Adoption Date during which time the Contractor shall remedy any defects in relation to the Works excluding any excavation or reinstatement of a Street for which the Contractor remains liable or, where a defect occurs within the Defects Correction Period, 2 years for transfers and disconnections and 5 years for permanent disconnections or new Connections from the date of that defect;
Distributing Main	shall have the meaning ascribed to that term in the Regulations and belonging to the DNO;
Distribution Service Area	means the area within which the DNO is licensed to distribute electricity pursuant to its Licence;
Distribution System	has the meaning given to that term in the Licence and belonging to the DNO;
DNO Policy	means any engineering or health and safety policy issued by the DNO, as amended from time to time, including, without limitation, those listed in Appendix One;
Electric Line	has the meaning given to it by Section 64 of the Act;
Electrical Plant	has the meaning given to it by Section 64 of the Act;
Energisation	means the operation of any switchgear, the insertion of any fuse, the making of any joint or the taking of any other step so as to enable an electrical current to flow to or from the Distribution System through the Connection Equipment or the Exit Point and cognate expressions shall be construed accordingly;
Exit Point	means the point or points of Connection at which a supply of electricity may flow between the Distribution System and the Street Furniture upon Energisation;
Force Majeure	means in relation to either Party any act of God, strike, lock-out or other industrial disturbance (other than any strikes, lock-outs or other industrial disturbances relating to either Parties' employees or any of its subcontractor's employees) act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, fire, severe adverse weather condition, flood, earthquake, or explosion which (in each case) could not have been prevented by Good Industry Practice (if it had been applied by the Party that has failed to perform its obligations under this Agreement) and which results in or causes the failure of that Party to perform any of its obligations under this Agreement provided that lack of funds shall not constitute an event of <i>Force Majeure</i> ;
Full Title Guarantee	means the covenant for title implied by Section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 save that the words "other than any charges encumbrances or rights which that person does not and could not reasonably be expected to know about" shall be deemed to be deleted in their entirety;
Guaranteed Standards of Performance	means The Electricity (Connection Standards of Performance) Regulations 2010, and The Electricity (Standards of Performance) Regulations 2010;
Good Industry Practice	means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in the same type of undertaking under the same or similar circumstances;

Health and Safety Expert	means an expert in health and safety matters of appropriate qualification and standing appointed by the DNO;
Health and Safety File	means the health and safety file that must be compiled and handed over to the relevant authority pursuant to CDM;
Health and Safety Incident	means an incident caused by the carrying out of the Works or the Works of Rectification or a failure by the Contractor or the Contractor's agent to carry out the Works or the Works of Rectification, which results in death or personal injury to any person other than as a direct result of an employee acting contrary to procedures established by the Contractor or the Contractor's agent;
Health and Safety Regime	means the Health and Safety Act 1974 (and any secondary Legislation made thereunder and codes of practice issued thereunder), the Fire Precaution Act 1971, the Environmental Protection Act 1996 and any similar or analogous health, safety or environmental Legislation or regulation in force from time to time;
Inspections	means those inspections to be carried out or procured to be carried out by the DNO or the Contractor in accordance with Appendix Three;
Intellectual Property Rights	means copyright, patent, trademark, service marks, registered designs, <i>sui generis</i> rights, know-how, confidential information, trade or business names or other similar rights together with applications for any of the foregoing;
Inter-connected Network	means that part of London Power Networks plc's low voltage Distribution System that is operated on an inter-connected basis as opposed to being radial;
Interruptions Incentive Scheme	means that part of Ofgem's Quality of Service Incentive Scheme relating to performance in respect of Customer Interruptions and Customer Minutes Lost;
Legislation	means : <ul style="list-style-type: none"> (a) any Act of Parliament or subordinate legislation within the meaning of section 21(1) Interpretation Act 1978; or (b) any exercise of the Royal Prerogative and any enforceable community right within the meaning of the European Communities Act 1972, in each case within the United Kingdom;
Licence	means the licence granted to the DNO under Section 6(1)(c) of the Act;
Linking and Fusing Service	means temporary preconditioning work carried out by the DNO prior to live jointing activity taking place. This chargeable service involves reducing the number of LV circuits operating in parallel, and/or reducing fuse sizes, in order to minimise fault levels and potential fault clearance times whilst normally maintaining electricity supply to end user customers. Where requested by the Contractor, this service will be provided in accordance with NOC 04 006 Linking and Fusing Service which is available from the link in Appendix 1.
Low Voltage	shall have the meaning as defined in the Regulations
National Electricity Registration Scheme (NERS)	means the "Scheme for the assessment of Service Providers carrying out Contestable Work";
Normal Working Hours	means 08.00 to 17.00 hours on weekdays except on public holidays;

NRSWA	means the New Roads and Street Works Act 1991;
Operational Control	means the system of control operated by the DNO which provides for authority to work on or close to any Electric Lines or Electrical Plant belonging to it;
Party	means each person for the time being and from time to time party to this Agreement and any successor(s) in title or permitted assign(s) of such person;
Predictable	means, in the context of an item of Street Furniture, something which is either continuous in operation or switched on a consistent basis, has no heating or cooling elements and has no user-activated functions such that the associated electricity consumption can be calculated to a high degree of accuracy;
Programme	means the planned sequence of the Works which must be approved by the DNO in accordance with Clause 6.
Publicly Maintainable Highway	means a Street which is maintainable at the public expense;
Quality Label	means a label of the type illustrated in Appendix Three.
Regulations	means the Electricity Safety, Quality and Continuity Regulations 2002 (as amended) and any other regulations made under section 29 of the Act;
Representative	means the representative of the Contractor or the DNO (as the case may be as specified in Appendix Two or such other person as may be notified to the other party from time to time) in accordance with Clause 24;
RIGS Information	means the information required by the Regulatory Instructions and Guidance issued by Ofgem;
Site	means any specified part or section of the Area;
Site Specific Permission	means written consent from the DNO to carry out Works at a particular Site;
SORN	means a system operations reference number issued under Clause 6 of this Agreement;
Specified Standards	means the Electricity Networks Association's document G81 and the appendices (as published from time to time by the DNO) which set out the design standards, the material standards, the installation standards and any other standards applicable to the Works;
Street	means any street within the Area which is a Publicly Maintainable Highway and in respect of which a stopping up order has not been made;
Street Furniture	means any structure, kiosk, cabinet or pillar installed within the highway and benefitting from an electricity supply, including (without limitation) street lighting;
Supplier	means any person who is authorised by a licence granted under section 6(1)(d) of the Act to supply electricity except where he is acting otherwise than for purposes connected with the carrying on of activities authorised by such licence;
Supply	means any supply of electricity provided at the Exit Point;
Supply Agreement	means the separate agreement between the Supplier and the Asset

Owner relating to Supply;

System Emergency

means an event of Force Majeure either on the DNO's Distribution System or on the distribution system of another distributor which results in the DNO being requested to divert resources for the period of the event;

Tests

means the voltage, insulation, polarity and loop impedance tests identified in Appendix Three and any other tests on the Works reasonably required by the DNO;

Third Party

means another person or entity other than the Parties;

Town and Country Planning Acts

means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Environmental Protection Act 1990, the Planning and Compensation Act 1991;

Works

means as described in Clause 5.

Works of Rectification

means the works necessary to make the Works comply with the Agreement;

1.2 In this Agreement unless the context requires otherwise any reference to:

- 1.2.1 a Paragraph, an Appendix or a Clause is a reference to a paragraph or an Appendix or a Clause in this Agreement;
- 1.2.2 the words "includes" and "including" shall be construed as being by way of illustration or emphasis only and shall not be construed nor shall they take effect as limiting the generality of any foregoing words;
- 1.2.3 a statute, statutory instrument, regulation order shall be construed as a reference to such statute, statutory instrument, regulation order as amended or re-enacted from time to time;
- 1.2.4 another agreement or any deed, code of practice or other instrument shall be construed as a reference to that other contract, deed, code of practice or other instrument as the same may have been or may from time to time be amended, varied, supplemented or novated; and
- 1.2.5 the masculine shall include the feminine and any reference to the singular shall include the plural and vice versa in each case.

2 Conditions

- 2.1 In the event that at any time throughout the term of this Agreement the Contractor wishes to carry out Works on Street Furniture within the Distribution Services Area, the terms and conditions set out in this Agreement will apply. In consideration for the Contractor complying with the terms of this Agreement, the DNO agrees to permit the Contractor to carry out the Works.
- 2.2 On each occasion that the Contractor wishes to carry out such Works, prior to carrying out the Work, it shall procure that the Asset Owner provides the DNO with a letter in the form set out in Appendix Seven confirming that the Asset Owner has an Asset Owner Agreement in place with the DNO and that the Asset Owner has appointed the Contractor to carry out the Works within the particular area in the Distribution Services Area where the Works will be carried out.
- 2.3 The Contractor's right to carry out the Works within the Distribution Services Area is conditional upon:
 - 2.3.1 the Asset Owner having and continuing to have a current Asset Owner Agreement and relevant Connection Agreement in place with the DNO;
 - 2.3.2 the Contractor holding and continuing to hold Accreditation under the terms of the National Electricity

Registration Scheme (NERS) and have an approved Safety Management System and relevant Jointing Module(s); and

2.3.3 the Contractor having applied for and received all Consents that:

2.3.3.1 shall endure for the benefit of the DNO; and

2.3.3.2 shall remain in force throughout the duration of the Works; and

2.3.4 the Contractor being properly able to transfer (or procure transfer of) the Connection Equipment, together with title to such Connection Equipment, at the time of Adoption with Full Title Guarantee.

3 Health and Safety

3.1 The Contractor acknowledges that no person shall be engaged in any Works activity on or near any live conductor (other than one suitably covered with insulating material so as to prevent danger) unless:

3.1.1 it is unreasonable in all the circumstances for the live conductor to be dead; and

3.1.2 it is reasonable in all the circumstances (as to which the DNO gives no warranty) for the Contractor and any person to be at work on or near the live conductor while it is live.

3.2 The Contractor shall take all suitable precautions (and the Contractor shall procure that all suitable precautions are taken) to prevent injury, including but not limited to:

3.2.1 providing its employees with all necessary safety equipment to enable them to work in a safe manner;

3.2.2 ensuring the safety of the public by providing signing, lighting and guarding and ensuring that energised terminations are not left exposed and are effectively sealed.

3.3 The Contractor shall carry out the Works in accordance with its own safe system of work. Whilst the Contractor remains responsible for implementing its own safe system of work, the Contractor shall ensure that such system is of no lesser standard than that set out at <http://library.ukpowernetworks.co.uk/library/en/g81/> and the distribution safety rules and jointing manual, receipt of a copy of which the Contractor hereby acknowledges. Before commencing any Works the Contractor shall undertake a review to ensure that its safety rules are to no lesser standard than those of the DNO and that there are no conflicts and shall ensure that any potential conflicts which are identified are brought to the attention of the DNO before Works commence. The Contractor shall ensure that it checks regularly on the DNO's website for updates and addenda to the Company's distribution safety rules and such other documents.

3.4 The Contractor shall carry out the Works in accordance with HSS-40-045 to be found at <http://library.ukpowernetworks.co.uk/library/en/g81/>

3.5 Where the Contractor has requested the DNO to carry out the Linking and Fusing Service and before the Contractor puts its staff to work on the Distribution System, the Contractor shall make all appropriate checks and shall satisfy itself that the Linking and Fusing Service carried out by the DNO has achieved the conditions required for the Contractor to commence the Works in accordance with the Contractor's own safe system of work.

3.6 The Contractor shall advise the DNO in writing of the existence of asbestos and other hazardous or toxic substances in the areas in which either of them will or may carry out their respective obligations and shall at its own cost remove the same.

3.7 The Contractor shall ensure that all products and materials used conform with the DNO Policies (that can be found at <http://library.ukpowernetworks.co.uk/library/en/g81/>) or, where no DNO Policy exists, with relevant British or European Union Standards or Codes of Practice or which at the time of use are widely known to contractors within the European Union not to be deleterious to health and safety or to the durability of buildings and/or other structures and/or finishes and/or plant and machinery in the particular circumstances in which they are used.

3.8 Before carrying out any Works in relation to any Low Voltage Distributing Main of the DNO the Contractor shall follow the Cable Identification Procedure to positively identify the DNO's Low Voltage Distributing Main without the use of a signal injection device. If the Contractor is unable to identify the DNO's Low Voltage Distributing Main with absolute certainty in accordance with the Cable Identification Procedure without the

use of a signal injection device, the Contractor may use an approved signal injection device in accordance with CON 08 115. Alternatively, upon request from the Contractor, the DNO shall provide an "Approved Signal Injection Device Service" on the terms set out in Appendix 9.

- 3.9 If the Site is notifiable under the CDM the Contractor must notify the DNO the name, postal address, telephone number and email address of the Principal Designer and the Principal Contractor. The Contractor shall comply with the requirements of the CDM prior to and throughout the Works and shall prepare a Health and Safety File and distribute copies of such to the DNO at least ten (10) Business Days in advance of commencement of the section of the Works to which the Health and Safety File relates.
- 3.10 On the occurrence of an Health and Safety Incident involving the DNO's Distribution System:
- 3.10.1** the Contractor shall immediately inform the DNO by calling AIRLINE on 0161 774 0475. Incidents involving: short circuits, electrical flashover, electric shock to any person, etc. shall be reported to UK Power Networks immediately using the 'flash call' procedure EPN: 03301 159 1766, and SEPN 03301 159 1710; and LPN: 03301 159 1706
- 3.10.2** the DNO, acting reasonably, may at the Contractor's cost (or the Contractor's agent's cost as the case may be) appoint a Health and Safety Expert appropriate to the incident to examine the facts and make reasonable recommendations for health and safety matters through such increased monitoring regime as reasonably he shall determine as being appropriate in the circumstances and the Contractor or Contractor's agent shall providing it is reasonable, at its own cost implement and comply with such recommendations and monitoring regime; and
- 3.10.3** the DNO may temporarily withdraw or require the Contractor to withdraw any Competency Assessment issued to any individuals involved in the Health and Safety Incident.

4 Sub-Contracting and Assignment

- 4.1 The Contractor may only subcontract the Works to an Approved Contractor. The Contractor must notify the DNO in advance of the identity of any Approved Contractor to be engaged in carrying out the Works. The subcontracting of the Works shall not relieve the Contractor from liability for performance of such obligations. This Agreement shall not relieve the Contractor from liability for performance of such obligations. Any subcontractor must be covered by insurance in the same terms as the insurance required of the Contractor under this Agreement.
- 4.2 The DNO may not sub-contract any part of its obligations under this Agreement without the prior written approval of the Contractor such approval not to be delayed or withheld unreasonably save that subcontracting to UK Power Networks (Operations) Ltd shall not require such approval.
- 4.3 The Contractor may not assign or transfer the benefit of the Agreement to anyone. The DNO may do so without the Contractor's consent.

5 The Works

- 5.1 The Works are the installation of a new unmetered direct service (being a single phase 230 volt service cable) and jointing between a piece of street furniture and the DNO's Low Voltage Distributing Main in accordance with engineering instruction EDS 08-0133 (as the same may be amended, supplemented or replaced from time to time and notified to the Contractor) and those other necessary Works which the Contractor performs for the Asset Owner which allow the Contractor or relate to the Contractor's ability to undertake the Works.
- 5.2 Jointing pursuant to this Agreement is restricted to jointing of new low voltage underground un-metered single phase Street Furniture Service Lines to the DNO's Low Voltage Distributing Mains. The Contractor is permitted only to carry out LV 'connection activity' for the connection of unmetered service cables to live LV mains. 'Connection activity' is as defined within the NERS scopes of work. The Contractor is only permitted to carry out any 'operational activity' in accordance with CON 08 115.
- 5.3 The Contractor shall ensure that a Quality Label as shown in the example in Appendix Three is attached to the end of fitted joint and cut out.
- 5.4 The Contractor shall only carry out any of the following Works to the extent permitted under CON 08 115:

5.4.1 on the Inter-connected Network or on any part of London Power Networks' low voltage Distribution System that is Radial with fusing in excess of 400A, unless:

5.4.1.1 either (a) the Contractor has carried out Linking and Fusing in accordance with CON 08 115 or (b) the Contractor has requested and the DNO has carried out the Linking and Fusing Service; and

5.4.1.2 a DNO LV Control Engineer has confirmed that the low voltage Distribution System is suitable for connection activity

prior to the Works being undertaken in accordance with the requirements set out in document NOP 50 021, which can be found at <http://library.ukpowernetworks.co.uk/library/en/g81/>

5.4.2 where such works are not in a highway that is a Publicly Maintainable Highway.

5.5 The Contractor (along with the Asset Owner as applicable as set out in the relevant Asset Owner Agreement) is fully responsible for all necessary excavation, interim and permanent reinstatement. Excavation shall be sufficient both for jointing and positive identification if multiple cables are present

6 Programme and Commencing Works

6.1 The Contractor shall issue a SORN Request to the DNO at UMCICP@ukpowernetworks.co.uk and provide the proposed Programme to the DNO for approval a minimum of ten (10) Business Days in advance of the proposed start date of any section of the Works. The process for issue of a SORN is set out in document NOC 04 004 Independent Connections Provider (ICP) Unmetered Connections (UMC) Jointing to Mains (UJ2M) Procedure.

6.2 The DNO will respond to the request to carry out the Works as notified by the SORN Request within five (5) Business Days by the provision or denial of a SORN.

6.3 The Contractor shall submit a Daily Whereabouts Report to the DNO which shall include the name of those of its employees who are to carry out Works at each Site:

6.3.1 where the DNO is Eastern Power Networks plc or South Eastern Power Networks plc, at UMCICP@ukpowernetworks.co.uk a minimum of two business days before commencement of the Works; and

6.3.2 where the DNO is London Power Networks plc, at LVControl@ukpowernetworks.co.uk and UMCICP@ukpowernetworks.co.uk a minimum of two business days prior to commencement of the Works in accordance with the requirements set out in NOP 50 021, which can be found at <http://library.ukpowernetworks.co.uk/library/en/g81/>

6.4 Prior to commencement of Works at a Site, the DNO acting reasonably may:

6.4.1 require that the Contractor does not carry out part of or any of the Works, including inter alia where the Works are for an installation that should be subject to physical electricity settlements metering;

6.4.2 identify any specific Street Furniture to which the permission does not apply;

6.4.3 require that the Contractor carries out Works otherwise than in accordance with the Programme; or

6.4.4 state any other restrictions or comments which it deems appropriate.

6.5 The Contractor shall not commence the Works at any Site unless and until:

6.5.1 the DNO approves in writing the Programme; and

6.5.2 the Contractor has received a SORN; and

6.5.3 the Contractor has positively identified the DNO's Low Voltage Distributing Main with absolute certainty as required by Clause 3.7 of this Agreement.

6.6 Subject to the provision in writing of the Daily Whereabouts Report the DNO shall notify the Contractor from

time to time of changes to the Inter-connected Network which affect the Contractor's proposed Works.

- 6.7 The DNO acting reasonably may withdraw SORN at any time. Withdrawal of the SORN shall be made by notice in writing, shall include written reasons for the withdrawal of the SORN, and shall have effect from the date upon which it is notified to the Contractor. The DNO shall not be liable to the Contractor for any losses incurred as a result of the withdrawal of the SORN unless the withdrawal of the SORN is made unreasonably or vexatiously.

7 Carrying out of the Works

- 7.1 The Contractor shall construct and install or procure the construction and installation of the Works:
- 7.1.1 in accordance with the Accepted Design and the Specified Standards;
 - 7.1.2 complying with Good Industry Practice;
 - 7.1.3 in accordance with the Programme approved by the DNO and the Site Specific Permission and in such a manner as will enable the DNO to carry out its obligations under the Agreement without delay, disruption or interference;
 - 7.1.4 so that the Works are free from defects in condition, materials or workmanship;
 - 7.1.5 complying with all relevant Legislation;
 - 7.1.6 In accordance with the Safety Management System and the Live Jointing modules of NERS
 - 7.1.7 in accordance with all applicable DNO Policies and procedures and the principles enshrined in the DNO's Safety Management System and shall ensure that all Works are compliant with G81.
- 7.2 The Contractor shall not connect Street Furniture to the Distribution System at a specific Exit Point if the intended usage of the connection would make it prohibited from being an unmetered connection as set out in Appendix Eight.
- 7.3 The DNO may inspect and/or test the Works at any time. The Contractor must permit the DNO to disturb, excavate, move, open or undo the Works if reasonably required for the purpose of such inspection and/or testing, and must provide the DNO with such assistance as the DNO shall reasonably require. The Contractor must, at its expense, rectify anything notified by the DNO as not being conformity with the Contractors obligations under this Agreement, and if required by the DNO, the Contractor must (at the option of the DNO acting reasonably) not carry out any further Works until the Works of Rectification are completed and approved. Each subsequent inspection required by the DNO must be paid for by the Contractor in accordance with the DNO's published rates.
- 7.4 The Contractor shall maintain a list of those of its employees or sub-contractors who will be carrying out Works pursuant to this Agreement and on request shall provide to the DNO a copy of the list, together with evidence of the Competency Assessment and certification of such employees at the outset of the Programme and before any new employee undertakes any part of the Works.
- 7.5 All of the Contractor's employees (and that of carrying out all or any part of the Works shall:
- 7.5.1 be competent and trained in the methods and practices required to undertake the Works;
 - 7.5.2 be authorised by the Contractor (without any subjection or reservation) to carry out such Works;
 - 7.5.3 hold a current Competency Assessment.
- 7.6 The DNO shall have no authority to give any instructions to or to supervise the Contractor, provided that the DNO may issue any reasonable instructions which it considers to be necessary on safety grounds and the Contractor shall comply with instructions issued in such circumstances.
- 7.7 The Contractor shall be fully responsible for all liabilities under NRSWA, the Highways Act 1980, the Traffic Management Act 2004, The Town and Country Planning Acts and discharge all other legal liabilities associated with any activities undertaken pursuant to this Agreement.

7.8 The Contractor shall immediately upon becoming aware of any breach of the terms of this Agreement or of any relevant Legislation or legislative or industry guidelines or of any DNO Policy, whether by it or by another party, bring this to the DNO's and the Asset Owner's attention in writing and act upon the directions given by the DNO as are reasonable in the circumstances.

7.9 Where the Contractor in the course of carrying out the Works encounters any equipment materials or apparatus belonging to the DNO which it considers is or may be faulty, damaged or in disrepair, or which reasonably it should consider to be or may be faulty, damaged or in disrepair it shall inform the DNO immediately and in writing by the following Business Day and shall, at the option of the DNO:

7.9.1 replace such equipment, materials or apparatus under the terms of this Agreement at the DNO's cost (where the Contractor has not caused the damage) as previously agreed in writing with the DNO's nominated representative and shall continue the Works; or

7.9.2 immediately cease all work which may be affected by the fault damage or disrepair and ensure that the equipment materials or apparatus is made safe or cordoned-off until the DNO, which shall react promptly, has procured reinstatement of the fault damage or disrepair or has confirmed that the equipment, materials or apparatus is safe.

8 Information and Documentation

8.1 The Contractor shall be responsible for identifying and obtaining within a sufficient time any information which the Contractor requires to carry out the Works in accordance with the Agreement and for ensuring the adequacy of the information for such purpose.

8.2 The Contractor shall give to the DNO, free of charge and within a reasonable time to prevent any delay and/or disruption, and in any event within 5 days of a request from the DNO, all technical information, diagrams and drawings relating to the construction, installation and commissioning of the Works that reasonably it may require.

8.3 The Contractor is responsible for errors, omissions or discrepancies in drawings and written information supplied by the Contractor and shall pay the DNO the Costs it incurs as a consequence of such errors, omissions or discrepancies

9 Inspection, Testing, Checking, Energisation and Adoption of the Works

9.1 At the end of each day on which Works are carried out, the Contractor shall provide full details to the DNO of all Works carried out on that day and shall notify the DNO when Works at a Site are complete.

9.2 Following completion of the Works at a Site the Contractor shall carry out those Checks and Tests as set out in Appendix Three. Where any Checks or Tests fail, it shall carry out any Works of Rectification required and then shall carry out the Checks and Tests again.

9.3 Within 5 Business Days of completion of the Works at a Site the Contractor shall provide the DNO:

9.3.1 a completed form as set out in Appendix Five including accurately marked up as constructed records and an accurate "as built drawing" of each Connection to an item of Street Furniture;

9.3.2 all relevant RIGS Information; and

9.3.3 all other relevant information and documentation reasonably requested by the DNO.

9.4 The Contractor shall provide the DNO with such reasonable assistance in carrying out the DNO's Checks, Inspections and/or Tests as the DNO shall reasonably require.

9.5 Where the Works fail any Check, Inspection or Test, the DNO may instruct the Contractor to undertake the required Works of Rectification at its cost and may require the Contractor to carry out no other part of the Works until authorised to do so.

9.6 The Contractor shall carry out such Works of Rectification within 15 Business Days of notification by the DNO and shall notify the DNO once the Works of Rectification are completed. The DNO may following receipt of written notification by the Contractor of completion of the Works of Rectification under this Clause, decide in its absolute discretion to make a further Inspection and shall be entitled to charge for such. In the event that the Works of Rectification fail such Inspection, clauses 9.5 and 9.6 shall apply in respect of rectifying the

same.

- 9.7 Where in the reasonable opinion of the DNO, the Works of Rectification have not been carried out in accordance with this Agreement the DNO may:
- 9.7.1 carry out the Works of Rectification itself and be reimbursed by the Contractor the reasonable costs incurred; or
 - 9.7.2 require the Contractor to complete the Works of Rectification to the DNO's reasonable satisfaction; or
 - 9.7.3 if Energised, De- Energise the Works; or
 - 9.7.4 by written notice to the Asset Owner and the Contractor terminate this Agreement.
- 9.8 Upon completion of any Works of Rectification the Contractor shall carry out the Tests and Checks again in accordance with Clause 9.3 and the DNO may in its absolute discretion carry out an Inspection. Clauses 9.4 – 9.8 shall apply in the event that any Tests or Checks fail, or the DNO is not satisfied by any Inspection.
- 9.9 The Contractor shall pay to the DNO its current rates for any Checks, Inspections, Tests and abortive visits which are to be calculated with reference to the frequency of the same. At the date of this Agreement the current rates are an administration charge of £9 per new connection, transfer or disconnection within the licensed areas of South Eastern Power Networks plc or Eastern Power Networks plc, or £12 per new connection, transfer or disconnection within the licensed area of London Power Networks plc. The DNO may increase its current rates as shown above not more frequently than every 9 months.
- 9.10 The DNO shall not be liable for any delay, cost, expense or liability whatsoever resulting from any defect found in or for any repair required to the Works. Nothing in this Clause 9 shall operate as an admission by the DNO that the Works or any section thereof have been completed in accordance with the Agreement or relieve the Contractor of any of its liability or obligations under the Agreement. The DNO is not responsible for the adequacy or safety of the Works and nothing the DNO does or does not do constitutes any warranty, express or implied, as to the adequacy, safety or other characteristics of the Works.
- 9.11 Subject to the conditions precedent in Clause 2 being satisfied, the Works having passed all Checks, Tests and Inspections to be undertaken before Energisation, the Contractor may make the joint live. If the Works or any part thereof shall fail a Check, Inspection or Test, the Contractor shall not Energise them until that element of the Works has passed such Check, Inspection or Test and the DNO shall not be obliged to do so.
- 9.12 Upon the Contractor having satisfactorily completed the Works in accordance with this Agreement and made the joint live, the relevant item of the Works shall be Adopted by the DNO.
- 9.13 Upon Adoption the Contractor assigns to the DNO the benefit of any contract for the goods supplied by the Contractor and incorporated in the Works in so far as such equipment forms part of the Distribution System.
- 9.14 The Contractor shall ensure that any amendments to the Asset Owner's apparatus which are required to be recorded in its unmetered supply inventory are updated in accordance with Balancing and Settlement Code Procedure 520.

10 Defects Correction Period

- 10.1 Following Adoption, the Contractor shall not undertake any work on the Electric Lines and/or the Electrical Plant comprised in the Works. Any costs properly incurred by the DNO in making good any defects in the condition, materials or workmanship of the Works or fault repair or rectification of defects associated with or caused by any such defect and/or fault during the Defects Correction Period shall be paid by the Contractor to the DNO on an indemnity basis, within 21 days of receiving the invoice from the DNO.

11 Payments and Charges

- 11.1 The DNO shall as soon as is reasonably practicable after the end of each month issue an invoice to the Contractor specifying any charges payable.
- 11.2 The Contractor shall pay within twenty-eight (28) days following issue of the invoice.
- 11.3 If any amount remains unpaid that is not in dispute after the due date the DNO shall be entitled to charge

interest on the amount unpaid including interest on Value Added Tax unpaid at the rate of four per cent (4%) per annum above the base lending rate of HSBC Bank plc, compounded annually, during the period in which the service was provided.

12 Confidentiality

- 12.1 In this Clause “Confidential Information” means all information disclosed, directly or indirectly by either Party, including but not limited to information relating to the Parties' organisations, finances, processes, plans, ideas, designs, know-how, software, technology, market opportunities, contractors, business activities and Intellectual Property Rights.
- 12.2 The Parties must, during this Agreement and for two (2) years after it ends, treat all Confidential Information as confidential and use it only for the purposes of this Agreement.
- 12.3 The restrictions in this Clause 12 do not apply to “Confidential Information” which is disclosed with the written consent of the provider of that Confidential Information, or where it can be proved that the information:
- 12.3.1 is known to the Party to which it is disclosed at the date of disclosure as evidenced from written records; or
 - 12.3.2 has in its entirety become public knowledge otherwise than as a result of a breach of this Agreement; or
 - 12.3.3 is required to be disclosed either by law or by the rules of a relevant stock exchange or regulatory authority.

13 Intellectual Property Rights

- 13.1 Each Party owns the intellectual property rights in all documents and data created or provided by it for use in connection with the Works and each Party hereby grants a non-exclusive, irrevocable, royalty free licence to the other Party to use such documents and data solely for the purposes of performing their respective obligations under this Agreement and in the case of the DNO for the purposes of owning, operating and maintaining its Distribution System and complying with its statutory obligations. Except with the other Party's prior written consent neither Party shall make copies or permit copies of such documents or data to be made nor may the other Party use or permit those documents or that data to be used other than in accordance with this paragraph 13.
- 13.2 The Parties shall not, except as permitted by the respective Parties in writing, use or permit the use of any corporate name or any trading name of the Parties and their Affiliates or any Intellectual Property Rights existing therein. In the event that any name or logo is supplied, developed or produced by or on behalf of the respective Party for the purposes of or as a result of the Agreement, such name or logo shall only be used by the Party to the extent permitted by the respective Party in writing and the Contractor shall not assign, licence or otherwise deal in the Intellectual Property Rights subsisting in such names or logos.

14 Force Majeure and System Emergency

- 14.1 If the either Party shall be unable to carry out its obligations under this Agreement due to a circumstance of Force Majeure, or if the DNO shall be unable to carry out its obligations under this Agreement due to a System Emergency, this Agreement shall remain in full force and effect but save as otherwise provided herein the Parties' obligations (other than obligations as to payment of any sums in respect of which payment is due under this Agreement) shall be suspended without liability for a period equal to the circumstance of Force Majeure or System Emergency as the case may be provided that:
- 14.1.1 the Affected Party gives the other Party prompt notice describing the circumstance of Force Majeure or System Emergency including the nature of the occurrence and its expected duration and where reasonably practicable continues to furnish regular reports which respect thereto during the period of Force Majeure or System Emergency;
 - 14.1.2 the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure or the System Emergency;
 - 14.1.3 no obligations of a Party that arose before the Force Majeure or the System Emergency causing the suspension of performance are excused as a result of the Force Majeure or the System Emergency; and

14.1.4 the Affected Party shall use all reasonable efforts to remedy its inability to perform.

15 Limitation and Liability

15.1 The Contractor shall fully indemnify and keep the DNO fully indemnified:

15.1.1 in respect of damage, death or injury to any persons and any loss and/or damage which may arise out of its breach of this Agreement, in tort (including negligence), breach of statutory duty or otherwise howsoever arising in the performance of or failure to perform its obligations in this Agreement; and

15.1.2 against any claim pursuant to Section 82 of NRSWA brought against the DNO by a relevant authority or any other persons having apparatus in a Street save to the extent that (a) such claim is attributable to the negligence of the DNO or (b) where the event that gives rise to such claim occurs after the first occasion upon which the DNO shall have completed work upon its apparatus in which any explosion or from which any discharge of electricity shall occur and caused such claim;

15.1.3 for liabilities resulting from operation of the Interruptions Incentive Scheme and Guaranteed Standards of Performance in respect of defects in respect of Works that are identified within the Defects Correction Period.

15.2 Subject to Clause 15.1.2, the Contractor's liability to the DNO shall be limited (save where prohibited by law) to direct loss not exceeding one (1) million pounds in the aggregate in each period of twelve months in which the Contractor does not make in the aggregate more than 300 new unmetered direct service connections and if the Contractor shall make a greater number thereof the sum of one (1) million pounds shall be increased by three hundred and thirty three thousand pounds (£333,000.00) for every one hundred such additional items or part thereof.

15.3 The DNO does not exclude or limit its liability for fraudulent misrepresentation or causing the death of or personal injury to any person arising from its negligence against which it shall keep the Contractor fully indemnified. Subject thereto the DNO's liability for breach of this Agreement for any tortious (including negligent) act or omission for breach of statutory duty or otherwise howsoever arising shall be limited to direct loss not exceeding five hundred (500) thousand pounds in the aggregate in each period of twelve months. The DNO shall have no liability for any direct or indirect economic or financial loss of any kind including loss of profit, loss of contract, loss of opportunity, loss of goodwill, loss of savings.

16 Insurance

16.1 The Contractor shall maintain insurance against all loss of and damage to property and injury to persons (including death) howsoever arising and against all actions, claims, demands, costs (including legal costs), and expenses until the end of the Defects Correction Period to a minimum level of £5 million per claim or series of claims arising out of the same occurrence.

16.2 Without prejudice to Clause 16.1 the Contractor must provide insurance for the Works that includes:

16.2.1 £5,000,000 insurance of the Works

16.2.2 £5,000,000 employers' liability insurance

16.2.3 £5,000,000 public liability insurance.

16.3 The Contractor shall at the reasonable request of the DNO produce evidence of insurance which shall include suitable proof that an insurance policy or policies have been obtained and that such policy or policies remain in force throughout the duration of the Agreement and that all appropriate premiums have been paid as at the date of the request.

17 Variations

17.1 Either Party may at any time propose Variations by notice in writing to the other Party on the form set out at Appendix Four. No Variation shall be effective unless agreed by both Parties in writing

18 Termination

18.1 Either Party (the "Aggrieved Party") may (without prejudice to any other right or remedy) by written notice to

the other Party (the "Defaulting Party") terminate this Agreement with immediate effect if:

18.1.1 the Defaulting Party commits a breach of any of its obligations hereunder and fails to rectify the same (and notify the Aggrieved Party of such rectification) within fifteen (15) days of being notified thereof by the Aggrieved Party

18.1.2 the Defaulting Party: becomes bankrupt; makes any composition or arrangement with its creditors; has a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement approved in accordance with the Insolvency Act 1986; has an application made under the Insolvency Act 1986 in respect of itself to the Court for the appointment of an administrator; has a winding up order made or a resolution for a voluntary winding up passed; a receiver or manager of its business or undertaking is duly appointed; has an administrative receiver as defined in the Insolvency Act 1986 appointed; or possession is taken by or on behalf of any creditor of any property the subject of a price.

18.2 Either Party may, at their sole discretion, terminate this Agreement by giving the other Party three (3) months prior written notice.

18.3 Any sums due to one Party by the other Party on termination shall be paid within 30 (thirty) days of the Party owing such sums being notified of the same.

18.4 Clauses 3, 15, and 16 shall survive termination of the Agreement

19 Disputes

19.1 Any dispute between the Parties in relation to the subject matter of this Agreement shall in the first instance be referred to the Parties' Representatives for resolution.

19.2 Each Party has a right to refer any dispute under this Agreement for adjudication in accordance with the provisions of the Housing Grants, Construction and Regeneration Act 1996 and the wording of Part 1 of the Schedule to the Scheme for Construction Contracts (England and Wales) Regulations 1998 (the "Adjudication Scheme") is incorporated into this Agreement amended as follows:

19.2.1 references to "a construction contract" or "the contract" in the Adjudication Scheme shall be read as "this Agreement";

19.2.2 add a new paragraph 27 as follows:

"Every decision of an adjudicator shall be implemented without delay. The parties shall be entitled to such relief's and remedies as are set out in the adjudicator's decision and shall be entitled to summary enforcement of the decision regardless of whether or not it is or is to be the subject of any challenge or review. No party shall be entitled to raise any right of set-off, counterclaim or abatement in connection with any enforcement proceedings. No issue decided by an adjudicator may be subsequently referred for decision by another adjudicator unless agreed by the parties."

19.3 For the purposes of paragraph 2(1)(b) of the Adjudication Scheme, the specified nominating body shall be the President of the Institute of Electrical Engineers.

19.4 The Contractor shall proceed with the Works to be carried out hereunder with all due diligence whether or not either Party requires a dispute or difference to be referred to adjudication or for proceedings to be commenced. Any such referral or proceedings shall not relieve either Party from liability for the due and punctual performance of its obligations.

20 Third Party Rights

- 20.1 Save as set out in clause 27 (if applicable), nothing in this Agreement is intended to confer on any person any right to enforce any term, which that person would not have, but for the Contracts (Rights of Third Parties) Act 1999.

21 Waiver

- 21.1 None of the provisions of this Agreement shall be considered waived by either of us except when such waiver is expressly given in writing.
- 21.2 No delay by or omission by either of us in exercising any right power privilege or remedy under this Agreement shall impair such right power privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right power privilege or remedy shall not preclude any other future exercise thereof or the exercise of any other right power privilege or remedy.

22 Severability

- 22.1 If any provision of the Agreement is or becomes illegal, void or invalid that shall not affect the legality or validity of the other provisions.

23 Representatives and Notices

- 23.1 The Contractor and the DNO shall each appoint a Representative whose name shall be listed at Appendix Two. The named Representative may be changed at any time provided notification is given of the change in writing specifying the name, address, telephone and facsimile numbers of the Representative.
- 23.2 Any notice, demand, certificate or other communication required to be given or sent under this Agreement shall be in writing and served personally or by first class post or by fax at the address or fax number stated at Appendix Two of this Agreement or at such other address and fax number as may be notified in writing to the a Party expressly for the purpose of service of documents under this Agreement.
- 23.3 Any notice given by post shall be deemed to have been given two Business Days after it was sent and a notice delivered by hand or by facsimile transmission shall be deemed to be served upon actual delivery or transmission.

24 Compliance with Laws

- 24.1 The Parties must comply with all applicable laws, bylaws, regulations, directives and regulations of any Government or other competent authority and all relevant codes of practice, standards, rules and guidelines issued by regulatory or trade bodies when performing this Agreement.

25 Governing Law

- 25.1 This Agreement is governed by, and shall be construed in accordance with English law and the Parties agree to submit to the exclusive jurisdiction of the English Courts.

26 Entire Agreement

- 26.1 This Agreement is the entire agreement between the DNO and the Contractor and replaces all previous correspondence and any previous understanding between us. Neither of us has entered into the Agreement in reliance on any statement that is not set out fully in the Agreement. Nothing in this paragraph shall exclude liability for fraud.

27 Agency

- 27.1 UK Power Networks (Operations) Limited has entered this Agreement on behalf of:
- 27.1.1 London Power Networks plc in respect of those Works within the Distribution Service Area of London Power Networks plc;
- 27.1.2 Eastern Power Networks plc in respect of those Works within the Distribution Service Area of Eastern Power Networks plc; and

27.1.3 South Eastern Power Networks plc in respect of those Works within the Distribution Service Area of South Eastern Power Networks plc.

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AS WITNESS whereof the parties have signed below:

SIGNED BY

For and on behalf of the **Contractor**

SIGNED BY

For and on behalf of
UK Power Networks (Operations) Limited

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List of Appendices

Appendix One	--	DNO Policies
Appendix Two	--	Representatives
Appendix Three	--	Inspections, Checks and Tests
Appendix Four	--	Notice of Proposed Variation
Appendix Five	--	Tests and Checks Record Forms
Appendix Six	--	Certificate of Adoption
Appendix Seven	--	Asset Owner Letter
Appendix Eight	--	Specification of prohibited unmetered connections
Appendix Nine	--	The Approved Signal Injection Device Service

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Appendix One – DNO’s Policies

The policies and procedures set out at:

<http://library.ukpowernetworks.co.uk/library/en/g81/>

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Appendix Two - Representatives

The Contractor's Representative:- [REDACTED]

Address: [REDACTED]

Tel No: [REDACTED]

Email address: : [REDACTED]

The DNO's Representative:- Kevin Newnham

Title: ICP Customer Services Manager

Address:

UK Power Networks
Energy House
Carrier Business Park
Three Bridges
Crawley
West Sussex
RH10 1EX

Tel No: 07875 110 481

Email: kevin.newnham@ukpowernetworks.co.uk

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Appendix Three – Inspections, Checks and Tests

The following Tests must be carried out and passed before Energisation occurs:

Tests to be undertaken by the Contractor for low voltage contestable connection works:-

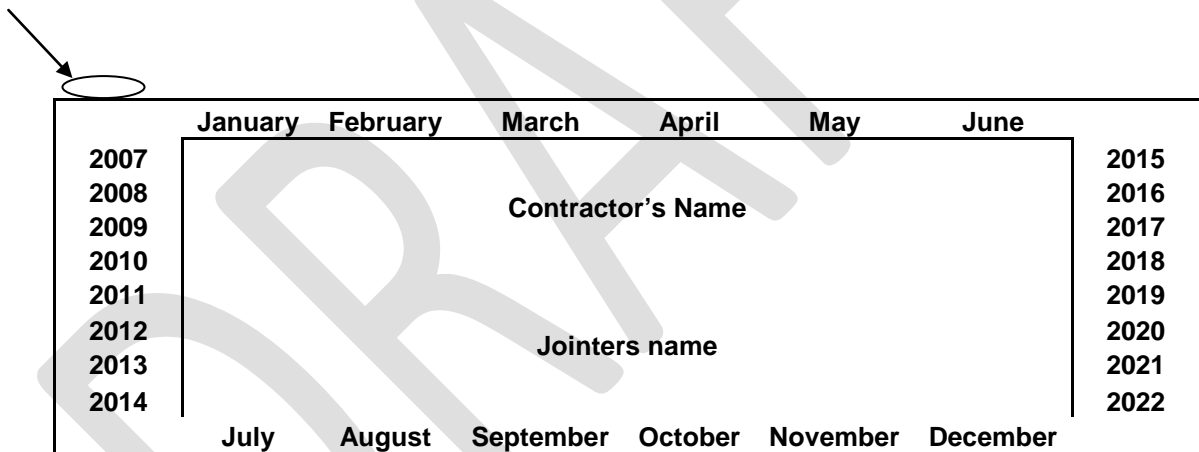
1. Check that terminal equipment at all exit points is secure from public access, cut-out fuses carriers are in place with fuses removed
2. Check that all cable routes are properly backfilled with no exposed cables
3. Undertake insulation resistance test on assets to be connected.
4. The Contractor obtains confirmation from the DNO that a Connection Agreement in relation to the Street Furniture to be connected is in place between the DNO and the Street Lighting Authority.
5. Confirm voltage at each exit point
6. Check polarity at each exit point
7. Check loop impedance within acceptable limits as defined in the specification
8. Quality label fitted to cut-out and joint

Additional and/or Specific Conditions:-

[Insert as necessary]

Illustration of a Quality Label

Hole for attaching tag



Size 4 inches long by 3 inches tall

Colour white with black writing

We must be able to punch out the date with a hole punch and not damage the rest of the label or compromise its integrity

Must be flame proof

Appendix Four – Notice of Proposed Variation

Agreement Title:	
Contractor:	
From: <i>persons name</i>	To: <i>persons name</i>
The DNO Project No.	Variation Ref No.
Details of Proposed Variation: (Please outline on separate sheet if necessary)	
Signed:	Date:

Details of Variation actually agreed:	
Signed for the DNO:	Date:
Signed for Contractor:	Date:

NOTE: To be completed when a proposal for variation is required.

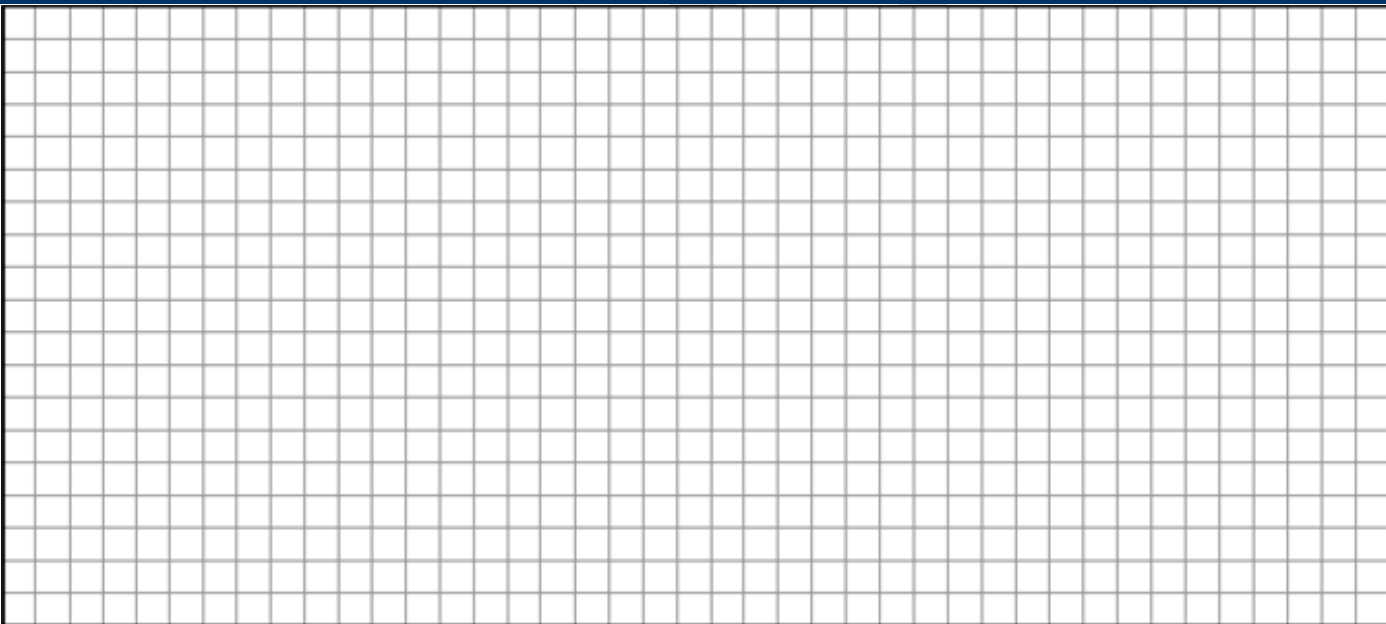
Part 4 –Task Instruction Authorisation

I confirm that this Task Instruction and the Work Pack that it forms a part of is fit for the purpose and can be issued.

Issuing Supervisor Signature	Issuing Supervisor (print name)	Issuing Office	Date

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Applicable		Commissioning Checklist & Details	Complete for each service, mark service or plot no. on the sketch below				
Yes	No						
		Enter Plot Ref / No.					A sketch must be completed for every job:
		Service Cable Size & Type					
		Service Cable Length					
		Joint Box Type & Depth					
		Service Duct Size & Type					
		Phase(S) [L1] [L2] [L3] & Voltage					
		Cut-out Size & Type					
		Main Cable Size & Type					
		Polarity Checks Carried Out					
		Quality Label Affixed					Serial No. of test equipment used to carry out Earth Loop Tests:
		Energisation Notice Issued					Serial No
		Earth Loop Test (State Result)	Before		After		

Applicable		Sketch of Completed Works	Follow drawing office sketching guidelines			
Yes	No					
						

Sign Off on Completion	Arrival Date	Arrival Time	
	Order or Task No.	Departure Date	Departure Time
Signature	Print Name		Date

Declaration that Works have passed all Tests and Checks

(To be completed by the Contractor)

<u>DECLARATION:</u>	
1. The Works, referred to above:	
i) Have been completed in all respects; and	
ii) All those Tests and Checks to be carried out by the Contractor have been carried out and have been passed at the first attempt; and	
iii) All tools and equipment have been removed from the Area; and	
iv) Where physically metering is not required the connection has been Energised	
v) Where physically metering is required no connection has been made to the Works and the connection has been left in a De-energised state for subsequent action of the Asset Owner's Supplier.	
2. I confirm that the date of this certificate all persons:	
i) Have been withdrawn and warned that it is no longer safe to work on the Works; and	
ii) Understand that the Works are now under the Operational Control of the DNO	
<u>Contractor's Representative:</u>	<u>Date:</u>
<u>The DNO's Representative:</u>	<u>Date:</u>

Appendix Six – Adoption Certificate

PROJECT TITLE/SITE ADDRESS	THE COMPANY REFERENCE NO.
THE COMPANY'S REPRESENTATIVE	CONTRACTOR

DETAILS OF COMPLETED WORKS OR ANY SECTION THEREOF ADOPTED BY THE COMPANY UNDER THIS CERTIFICATE:

DECLARATION

1. The DNO and the Contractor agree that the Works or Section thereof described above has passed the Tests, is connected to the Distribution System and is Adopted by the DNO.
2. The DNO gives notice that the Works or Section thereof described above has been energised, is electrically live and is under the Operational Control of the DNO. NO further work may be carried on the Electric Lines and Electrical Plant comprised in the Contractor's Works. Only permitted Connections may be carried out on the Electric Lines and Electrical Plant comprised in the Contestable Connection Works described above.
3. The Works transfer to the DNO with Full Title Guarantee.
4. The Contractor hereby assigns to the DNO the benefit of any contract for the Works and any goods supplied in connection with it that the Contractor has entered with a Third Party.

<u>Signed for on behalf of the Contractor:</u>	<u>Date:</u>
<u>Position:</u>	
<u>Signed for on behalf of the DNO:</u>	<u>Date:</u>
<u>Position:</u>	

Appendix Seven – Asset Owner Letter

Dear [Sir/Madam/Mr/Mrs/Ms/Miss]

RE: Agreement for the carrying out of Works to Street Furniture

As you are aware, [name of asset owner] and [London/Eastern/South Eastern] Power Networks plc are the parties to an agreement to permit the carrying out of connections to street furniture by independent connections providers dated [insert date of Asset Owner Agreement] (“Agreement”).

I hereby give you notice under clause 2.2 of the Agreement, that [name of Asset Owner] has contracted with [insert name of contractor] for the provision of Works (as defined in the Agreement) in the following Area(s):

[set out details of where works will be carried out, including specific streets if appropriate]

[Either: Such contract between [contractor] and [asset owner] expires on []. I will notify you in the event of any earlier termination.]

[Or: I will notify you immediately upon termination of such contract between [asset owner] and [contractor].]

Yours [faithfully/sincerely]

[Insert name and Job title]

Appendix Eight – Company specification of prohibited unmetered connections

The Contractor shall not connect the Asset Owner's installation to the DNO's system where:

- a) the intended usage would breach the provisions of SI 2001 No. 3263 The Electricity (Unmetered Supply) Regulations in relation to maximum load for individual items (normally 500W), or
- b) in conjunction with a) above, the cumulative load of multiple individual items taken from the supplying connection (DNO exit point) exceeds 2000W, or
- c) where the usage is **not** Predictable in load and operation, or
- d) the equipment connected or to be connected to the relevant Exit Point **does NOT have** a national Charge Code issued by Elexon unless otherwise expressly authorised by the DNO's Unmetered Supplies Operator (UMSO).

Customers who repeatedly fail to tender inventories or whose data is found to be inaccurate or incomplete will be contacted by UK Power Networks; in such circumstances restrictions may be imposed on the availability of new unmetered connections until the matter is resolved to the satisfaction of the DNO.

Appendix Nine – The Approved Signal Injection Device Service

- The DNO will assist the Contractor to identify the correct cable by provision of an 'approved signal injection device service' in appropriate circumstances as described in NOC 04 005;
- 2 The Contractor will remain responsible to apply its full cable identification procedure which will be to no lesser standard than UKPN DSR 01 018 in accordance with the terms of the Agreement;
 - 3 The Contractor will expose all the cables at the point of work prior to the DNO's site attendance;
 - 4 The DNO will apply the approved signal injection device as described in section 8.5 of DSR 01 018;
 - 5 The DNO will operate the cable detector as described in section 8.5 of DSR 01 018 and in the presence of the Contractor joiner;
 - 6 The Contractor joiner will be required to remove steel tape armour from the cable as required in order to facilitate operation of the cable detector, where required;
 - 7 Following successful use of the approved signal injection device the DNO will apply cable identification marker tape which will be signed and dated;
 - 8 In accordance with the Agreement, the Contractor will carry out the other requirements of its cable identification procedure which will be to no lesser standard than UK Power Networks DSR 01 018;
 - 9 The Contractor is responsible for putting its own staff to work;
 - 10 The Contractor will have cable record plans, relevant sections and LV operational diagram available on site;
 - 11 The Contractor will provide and install street works barriers to safeguard the point at which the approved signal injection device is connected to the network, as applicable;
 - 12 The Contractor will provide assistance with opening of link box covers to meet manual handling requirements.
 - 13 The Contractor will provide a person who will remain at the point at which the approved signal injection device is connected to the network to ensure public safety and no interference with the equipment by unauthorised persons;
 - 14 The Contractor will attempt to minimise use of this service by normal selection of work where an approved signal injection device is unlikely to be required, as provided in the Agreement;
 - 15 The Contractor will not request the service in cases where the low voltage operational diagram indicates there to be no accessible point at the remote end of the cable (i.e. the remote end of the cable must terminate in a link box, feeder pillar or substation);
 - 16 It is recognised that in some cases it will not be possible for the cable detector to pick up a strong signal and in such cases the service will be aborted;
 - 17 The Contractor will provide two working days' notice for each service requested;
 - 18 The DNO will charge a rate for the provision of the service as set out under the Common Connection Charging Methodology Statement (CCCMS);
 - 19 The Contractor will request each service to be provided by contacting: (name and number to be provided upon request to UMCICP@ukpowernetworks.co.uk)
 - 20 Provided the request is made as set out above, UK Power Networks will make reasonable endeavours to attend on site on the requested day by 09.00am to provide the service;
 - 21 The DNO may withdraw or decline to provide the service at any time in its sole discretion.