

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

**and**

**[the Asset Owner]**

**AGREEMENT TO PERMIT THE CARRYING OUT BY INDEPENDENT CONNECTIONS PROVIDERS OF  
CONNECTIONS TO STREET FURNITURE**

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

<b>Accreditation</b>	means current approval from Lloyds Register to carry out Works on the Distribution System;
<b>Act</b>	means the Electricity Act 1989;
<b>Affiliate</b>	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 Company of a person. For the purposes of this definition the terms <b>Holding Company</b> and <b>Subsidiary</b> shall have the meanings assigned to them by section 1159 of the Companies Act 2006;
<b>Agreement</b>	means the terms and conditions set out herein and the Appendices attached thereto;
<b>Area</b>	means the locations/Streets set out in the Asset Owner Letter;
<b>Business Days</b>	means all days of the week excluding Saturday and Sunday and any public holidays in England and Wales;
<b>Connection Agreement</b>	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 <a href="http://www.ukpowernetworks.co.uk/connection-agreements">www.ukpowernetworks.co.uk/connection-agreements</a> 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;
<b>Connection Equipment</b>	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;
<b>Contractor</b>	means the Independent Connection Provider engaged by the Asset Owner to carry out Works under a formal contract;
<b>Contractor Agreement</b>	means an agreement between the Contractor and the DNO permitting the Contractor to carry out Works within the DNO's Distribution Services Area in such form as agreed by the DNO at its discretion;
<b>Distribution Service Area</b>	means the area within which the DNO is licensed to distribute electricity pursuant to its Licence;
<b>Distribution System</b>	has the meaning given to that term in the Licence and belonging to the DNO;
<b>Energisation</b>	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;
<b>Electric Line</b>	has the meaning given to it by Section 64 of the Act;
<b>Electrical Plant</b>	has the meaning given to it by Section 64 of the Act;
<b>Exit Point</b>	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;
<b>Independent Connection Provider or ICP</b>	means a Third Party who has the relevant Accreditation;
<b>Intellectual Property Rights</b>	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;
<b>Licence</b>	means the licence granted to the DNO under Section 6(1)(c) of the Act;
<b>Low Voltage Distributing Main</b>	has the meaning given to it in the Regulations;
<b>National Electricity Registration Scheme (NERS)</b>	means the "Scheme for the assessment of Service Providers carrying out Contestable Work";
<b>NRSWA</b>	means the New Roads and Street Works Act 1991;
<b>Party</b>	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;
<b>Predictable</b>	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;
<b>Publicly Maintainable Highway</b>	means a Street which is maintainable at the public expense;
<b>Regulations</b>	means the Electricity Safety, Quality and Continuity Regulations 2002 (as amended) and any other regulations made under section 29 of the Act;
<b>Representative</b>	means the representative of the Asset Owner or the DNO (as the case may be as specified in Appendix One or such other person as may be notified to the other party from time to time ) in accordance with Clause 14;
<b>Service Line</b>	shall have the meaning as defined in the Regulations;
<b>Site</b>	means any specified part or section of the Area;
<b>Street</b>	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;
<b>Street Furniture</b>	means any structure, kiosk, cabinet or pillar installed within the highway and benefitting from an electricity supply, including, without limitation, street lighting;
<b>Supplier</b>	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;

**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 contestable connection works as described in Clause 4.

**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 agreement, 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** If at any time throughout the term of this Agreement the Asset Owner wishes to contract for the provision of Works on Street Furniture within the Distribution Services Area, the terms and conditions set out in this Agreement will apply.

**2.2** On each occasion that the Asset Owner (or a contractor on behalf of the Asset Owner) engages a Contractor to carry out such Works, then prior to the Works commencing, the Asset Owner (subject to clause 8) shall provide a letter to the DNO at [UMCICP@ukpowernetworks.co.uk](mailto:UMCICP@ukpowernetworks.co.uk) in the form set out at of Appendix Three confirming that the Asset Owner (or its agent or contractor) has appointed the Contractor to carry out Works and shall identify the area(s) the Works are to take place in.

**2.3** In consideration for the Asset Owner complying with the terms of this Agreement, the DNO agrees to permit the Contractor to carry out the Works, subject to:

**2.3.1** the Contractor having and continuing to have a current Contractor Agreement in place with the DNO and complying with the terms and conditions therein; and

**2.3.2** the Asset Owner having the relevant Connection Agreement in place with the DNO.

**3 The Asset Owner's Obligations**

**3.1** The Asset Owner shall ensure the Contractor has the relevant Lloyds Register NERS Accreditation

and has a current Contractor Agreement in place, and that the Works are limited in scope to those specified in this Agreement.

- 3.2** The Asset Owner acknowledges that it remains responsible for the Street Furniture belonging to it and installed by its Contractor in Publicly Maintainable Highways and any other Street as that term is defined in section 48(1) of the New Roads and Street Works Act 1991.
- 3.3** The Asset Owner acknowledges that it shall not make any claim against the DNO pursuant to Section 82 of NRSWA in respect of the Works carried out by the Contractor unless the DNO shall have been negligent in carrying out further work on or in the vicinity of the Contractor's Works that have caused loss or damage.
- 3.4** The Asset Owner shall ensure that (if applicable) any amendments to its Street Furniture inventory and required to be recorded in its unmetered supply inventory are updated in accordance with Balancing and Settlement Code Procedure 520.
- 3.5** The Asset Owner shall not connect or instruct the Contractor, or any other person, to 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 Four.

#### **4 The Works**

- 4.1** The Works are the transfer, permanent or temporary disconnection, reconnection or extension of an existing single phase 230 volt Service Line forming part of the Distribution System to a piece of Street Furniture and/or where the terms of the Contractor Agreement allows, 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.
- 4.2** Connections pursuant to this Agreement are restricted to Low Voltage un-metered single phase Street Furniture Service Lines (as amended, supplemented or replaced from time to time) or, only where the Contractor Agreement allows, to the Company's Low Voltage Distributing Mains.
- 4.3** This Asset Owner agrees that the Contractor shall only undertake Works which are or will be located in Publicly Maintainable Highways dedicated to the public use.

#### **5 Confidentiality**

- 5.1** 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.
- 5.2** 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.
- 5.3** The restrictions in this Clause 5 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:
  - 5.3.1** is known to the Party to which it is disclosed at the date of disclosure as evidenced from written records; or
  - 5.3.2** has in its entirety become public knowledge otherwise than as a result of a breach of this Agreement; or
  - 5.3.3** is required to be disclosed either by law or by the rules of a relevant stock exchange or regulatory authority
- 5.4** The Provisions of this Clause 5 shall survive the termination of this Agreement howsoever caused.

## **6 Intellectual Property Rights**

- 6.1** 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. 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 Clause 6.1.
- 6.2** The Parties shall not, except as permitted by the other Party 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.
- 6.3** The provisions of this Clause 6 shall survive termination of this Agreement.

## **7 Limitation and Liability**

- 7.1** The Asset Owner shall indemnify the DNO against the costs arising from the Asset Owner or persons acting on its behalf connecting an Exit Point to the Distribution System that should have been connected as a physically metered Exit Point including the costs of modifying the relevant Exit Point to be a physically metered Exit Point, except to the extent that the error was due to the DNO's negligence.
- 7.2** 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 Asset Owner 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 one million 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.
- 7.3** The Asset Owner's liability to the DNO shall be limited (save where prohibited by law) to one (1) million pounds in the aggregate in each period of twelve months in which a Contractor does not make in the aggregate more than 300 transfers, disconnections (permanent or temporary) or reconnections in respect of the Asset Owner's Street Furniture and if a 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. The Asset Owner shall have no liability for any indirect economic or financial loss of any kind including loss of profit, loss of contract, loss of opportunity, loss of goodwill, loss of savings.
- 7.4** This Clause shall survive termination of this Agreement.

## **8 Subcontracting**

- 8.1** The Asset Owner may, subject to prior written notice to the DNO, delegate its obligation to issue the letters pursuant to clause 2.2 to a Third Party who it has contracted with for the management of Works in relation to its Street Furniture. Such written notice shall be in the form set out at Appendix 5 and shall specify the extent (geographical, time bound or otherwise) of such delegation. Any letters issued thereafter, until such delegation is revoked by written notice from the Asset Owner, that comply with the extent of the delegation, will be deemed to be issued pursuant to this Agreement.
- 8.2** Notwithstanding any delegation pursuant to clause 8.1, if the Asset Owner issues a letter pursuant to clause 2.2 on its own behalf at any time, UK Power Networks may accept such letter as valid notification pursuant to clause 2.2. UK Power Networks shall not have any liability to the Asset Owner



or to any Third Party in respect of any conflict between letters issued pursuant to clause 2.2 by the Asset Owner and those issued by the delegate pursuant to clause 8.1.

**8.3** The Asset Owner shall immediately notify UK Power Networks in the event of any revocation of the delegation pursuant to clause 8.1.

**8.4** Any delegation pursuant to clause 8.1 shall not release the Asset Owner from any of its obligations pursuant to this Agreement.

## **9 Variations**

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

## **10 Termination**

**10.1** 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:

**10.1.1** 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

**10.1.2** 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.

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

**10.3** 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.

## **11 Third Party Rights**

**11.1** Save for as set out in clause 18, 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.

## **12 Waiver**

**12.1** None of the provisions of this Agreement shall be considered waived by either of us except when such waiver is expressly given in writing.

**12.2** 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.

## **13 Severability**

**13.1** 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.

## **14 Representatives and Notices**

**14.1** The Asset Owner and the DNO shall each appoint a Representative whose name shall be listed at

Appendix One. 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.

**14.2** 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 One of this Agreement or at such other address and fax number as may be notified in writing to a Party expressly for the purpose of service of documents under this Agreement.

**14.3** 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.

## **15 Compliance with Laws**

**15.1** 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.

## **16 Governing Law**

**16.1** 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.

## **17 Entire Agreement**

**17.1** This Agreement is the entire agreement between the DNO and the Asset Owner 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 clause 17 shall exclude liability for fraud.

## **18. Agency**

**18.1** UK Power Networks (Operations) Limited has entered this Agreement on behalf of:

**18.1.1** London Power Networks plc in respect of those Works within the Distribution Service Area of London Power Networks plc;

**18.1.2** Eastern Power Networks plc in respect of those Works within the Distribution Service Area of Eastern Power Networks plc; and

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

## **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** The DNO's complaints procedure is available by **visiting [www.ukpowernetworks.co.uk](http://www.ukpowernetworks.co.uk)** (navigate to Customer Services then click on the Complaints tab). If the Asset Owner is unable to resolve a dispute about the DNO's duty to connect and the conditions under which that duty is discharged (sections 16-21 of the Act) it has the right to contact the Energy Ombudsman which is the independent ombudsman for gas and electricity consumers. The Energy Ombudsman's contact details are provided below.

**Telephone: 0845 055 0760**

**Fax: 0845 055 0765**

**Email: [enquiries@energy-ombudsman.org.uk](mailto:enquiries@energy-ombudsman.org.uk)**

**Website: [www.energy-ombudsman.org.uk](http://www.energy-ombudsman.org.uk)**

**Energy Ombudsman**

**PO Box 966  
Warrington WA4 9DF**

In addition the Asset Owner can refer the dispute to the Gas and Electricity Markets Authority (known as Ofgem) within twelve months of the date on which your connection was made to our Distribution System. Ofgem will require that the Asset Owner gives the DNO Networks and the Energy Ombudsman an adequate opportunity to resolve any complaint or dispute before any action is taken by them.

Ofgem's decision will be enforceable as if it were a judgement of the Court and will include such provisions as it considers appropriate which may include who pays its costs in determining the dispute. Ofgem may give directions to us as to the terms on which we are to make or maintain a connection pending determination of the dispute.

Ofgem can be contacted at 9 Millbank, London SW1P 3GE, or via their website **[www.ofgem.gov.uk](http://www.ofgem.gov.uk)**

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AS WITNESS whereof the parties have signed below:

SIGNED BY .....

For and on behalf of the **Asset Owner**

SIGNED BY .....

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

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**List of Appendices**

- Appendix One -- Representatives
- Appendix Two -- Notice of Proposal Variations
- Appendix Three -- Asset Owner Letter
- Appendix Four -- Specification of prohibited unmetered connections
- Appendix Five -- Letter of Delegation

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## Appendix One - Representatives

**The Asset Owner'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](mailto:kevin.newnham@ukpowernetworks.co.uk)

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**Appendix Two – Notice of Proposed Variation**

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

<b>Details of Variation actually agreed:</b>	
<b>Signed for the DNO:</b>	<b>Date:</b>
<b>Signed for Asset Owner:</b>	<b>Date:</b>

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

### Appendix Three – 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 contestable 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 details of contractual arrangements, including PFI contractor and ICP if relevant] 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. Description can be as broad or narrow as required by the Asset Owner]

[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 Four –Specification of prohibited unmetered connections

The Asset Owner shall not connect and shall not instruct the connection of 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.

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## Appendix Five – Letter of Delegation

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 contestable connections to street furniture by independent connections providers dated [insert date of Asset Owner Agreement] (“Agreement”).

I hereby give you notice under clause 8.1 of the Agreement, that [name of Asset Owner] has contracted with [insert details of contractor] for the management of its Street Furniture in the following Area(s): [Set out details of where works will be carried out, including specific streets if appropriate. Description can be as broad or narrow as required by the Asset Owner] and thereby delegates to [name of contractor] the right to issue letters pursuant to clause 2.2 of the Agreement on its behalf.

[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]