

DATE: _____

UK POWER NETWORKS (OPERATIONS) LIMITED

AND

[]

THE PROVISION OF JOINTING TEAMS IN CONNECTION WITH **[]**

Rent-a-Jointer

**UK Power Networks (Operations) Ltd
Energy House
Carrier Business Park
Hazelwick Avenue
Three Bridges
Crawley
West Sussex
RH10 1EX
Ref:**

This Agreement is made the _____ day of _____ 2022

Between

- (1) **UK Power Networks (Operations) Limited** whose registered office is at Newington House, 237 Southwark Bridge Road, London SE1 6NP, registered in England under No. 03870728 and its successors in title and assigns ("**the Company**")
- (2) [REDACTED] whose registered office is at [REDACTED] registered in England under No. [REDACTED] (the "**Customer**")

WHEREAS:

- A The Customer has entered into a contract with [REDACTED] to carry out certain works in connection with the latter's undertaking (the "**Services**").
- B The Customer has requested that [Eastern Power Networks plc], [London Power Networks plc] and [South Eastern Power Networks plc] (the "**Relevant DNO**") makes available jointing teams to carry out jointing for it in connection with the performance of the Services.
- C Under an agreement between UK Power Networks and the Relevant DNO UK Power Networks manages and operates the electricity network of the Relevant DNO. UK Power Networks is carrying out the Works on behalf of the Relevant DNO.
- D UK Power Networks has entered into this Agreement on behalf of the Relevant DNO in respect of that part of the Works carried out in their respective Distribution Systems.
- E The Customer has requested that the Company makes available jointing teams for the performance of certain connection services for the Customer's metered and unmetered apparatus.
- F The Customer and the Company wish to record the terms on which the Company will make available jointing teams for the performance of certain connection services to the Customer for the Customer's metered and unmetered apparatus.
- G The Parties agree that the Connection Services [are/are not] "*works for road purposes*" as defined by Section 86(2) New Roads and Street Works Act 1991.

NOW IT IS HEREBY AGREED as follows:-

1 DEFINITIONS AND INTERPRETATION

1.1 The following terms shall have the following meanings:

- "Affiliate"** means a company or corporation which is:-
- (a) the ultimate Holding Company of a legal entity; or
 - (b) a Subsidiary of a legal entity; or
 - (c) a Subsidiary of the ultimate Holding Company of a legal entity.

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;

"Apparatus" means Electric Lines and Electrical Plant;

"Change In Law" means:

	<ul style="list-style-type: none"> a) the coming into force after the date of the Contract of any Act of Parliament and any legislation made under it; and b) any judgement of the Court that changes binding precedent; and c) any guidance, designation, direction or instruction of any competent authority not resulting from any default on the part of the Company with which the Company is requested to comply;
“Connection Services”	means the connection services described in Schedule 1 which the Customer requires the Company to undertake during the Service Period;
“Contract”	means this Contract and the Schedules attached hereto;
“Cost”	means all expenses and costs incurred, including overhead and financing charges properly allocated thereto;
“Customer’s Representative”	means the Customer’s representative identified in Schedule 1 or such replacement as the Customer shall notify to the Company in writing from time to time;
“Distribution Safety Rules”	means the National Model Distribution Safety Rules and the distribution safety rules issued by the Company in 2016 as the same may be amended from time to time;
“Distribution System”	means the system consisting (wholly or mainly) of electric lines owned or operated by the Company used for the distribution of electricity between grid supply points or generation sets or other entry point to the points of delivery to customers or authorised electricity operators and includes any remote transmission assets operated by the Company or an Affiliate and any electrical plant, meters and metering equipment owned or operated by the Company or an Affiliate in connection with the distribution of electricity but shall not include any part of the transmission system;
“the Company’s Authorised Person”	means such person appointed by the Company from time to time and notified to the Customer in writing as being authorised by the Company to issue work instructions to the Jointing Teams;
“the Company’s Representative”	means the Company’s representative identified in Schedule 1 or such replacement as the Company shall notify to the Customer in writing from time to time;
“Electric Line”	<p>means any line which is used for carrying electricity for any purpose and includes, unless the context otherwise requires:</p> <ul style="list-style-type: none"> (a) any support for any such line, that is to say, any structure, pole or other thing in, on, by or from which any such line is or may be supported, carried or suspended; (b) any apparatus connected to any such line for the purposes of carrying electricity; and (c) any wire, cable, tube, pipe or other similar thing (including its casing or coating) which surrounds or supports, or is surrounded or supported by, or is installed in close proximity to, or is supported, carried or suspended in association with any such line;
“Electrical Plant”	<p>means any plant, equipment, apparatus or appliance used for, or for purposes connected with the distribution of electricity other than:</p> <ul style="list-style-type: none"> (a) an electric line; (b) a meter used for ascertaining the quantity of electricity supplied to any premises; or (c) an electrical appliance under the control of the consumer;
“Good Industry Practice”	means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably be and ordinarily be expected from a skilled and experienced

	contractor engaged in the same type of undertaking under the same or similar circumstances in the United Kingdom;
“Indicative Programme”	means the indicative programme set out in the document attached as Appendix 2 and referred to in Schedule 1.
“Jointing Teams”	means a jointing team or the number of jointing teams stated in Schedule 1 comprising not less than two people or such other size as the Company shall deem appropriate and possessing the skills, experience and competence deemed appropriate by the Company for the carrying out of the Connection Services;
“Legislation”	means any Act of Parliament or subordinate legislation within the meaning of section 21(1) Interpretation Act 1978 or any exercise of Royal prerogative and any enforceable Community right within the meaning of the European Communities Act 1972 in each case having effect within the United Kingdom;
“Materials”	means the materials listed in section 4 of Schedule 1;
“Minimum Joint Bay Requirements”	means the minimum requirements set out in the document “NOC 02 012 Highway Services & Disconnections Joints-Only and Rent-A-Jointer Minimum Joint Bay and Excavation Guidance Procedure” attached as Appendix 1 and referred to in Schedule 1 as the same may be amended from time to time and the minimum requirements acceptable for the installation of new low voltage cables, including; cable depths; installation of cable protection covers; minimum internal duct diameter and bending radius; support and blinding of cables; reinstatement of trenches set out ECS 02 0019 Installation of Underground Cables – LV to 132kV as the same may be amended, updated or supplemented from time to time;
“Month”	means calendar month;
“NRSWA”	means the New Roads and Streets Works Act 1991;
“Party”	means the Company or the Customer as the context requires and “Parties” shall mean both of them;
“Rates for Out of Hours Working”	means the rates for out of hours working set out in Schedule 1;
“Service Charge”	means the aggregate of the daily amounts to be paid to the Company by the Customer for each Jointing Team for the carrying out of the Connection Services during the Service Period set out in Schedule 1 together with cost of the Materials used in carrying out the Connection Services during the Service Period calculated in accordance with Schedule 1;
“Service Period”	means the service period during which the Company will perform the Connection Services for the Customer commencing and ending on the dates specified in Schedule 1 unless extended or terminated in accordance with this Contract;
“Site”	means the place or places at which the Connection Services are to be carried out described in Schedule 1;
“Street Furniture”	means any metered and unmetered item of street apparatus in relation to which the Connection Services are required; and
“Working Day”	means any day other than a Saturday, a Sunday, or a day which is a bank holiday in England.

1.2 In the Contract unless the context otherwise requires any reference to:

1.2.1 a "Sub-Clause" or "Clause" is a reference to a sub-clause or clause in this Contract;

- 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 or order shall be construed as a reference to such statute, statutory instrument, regulation or order as amended or re-enacted from time to time; and
 - 1.2.4 a Company policy or procedure shall be construed as a reference to a policy or procedure as the same may be amended, replaced or supplemented from time to time.
- 1.3 The Clause headings are for ease of reference only and shall not affect the interpretation or construction of the Contract.

2 HEALTH AND SAFETY

- 2.1 The Customer shall fully comply with its obligations under the Health and Safety at Work etc. Act 1974, the Construction (Design and Management) Regulations 2015 and all other relevant Legislation and regulations.
- 2.2 The Customer shall be responsible for health and safety matters at the Site, provided that the Company shall remain responsible for its Distribution System.
- 2.3 The Company shall comply with its obligations under the Health and Safety at Work etc. Act 1974 and all other relevant Legislation and regulations. The Customer confirms that it has received a copy of the Company's policies and procedures listed at Schedule 1 and has read, understood and if necessary sought clarification on them. The Company shall comply with the Company's policies and procedures listed in Schedule 1 as the same may be amended, supplemented or replaced from time to time.
- 2.4 The Customer undertakes that it shall permit only suitably qualified and competent persons to excavate in the street (as defined in NRSWA) and that all such persons hold a current NRSWA streetworks ID card and are registered on the National Streetworks Qualifications Register.
- 2.5 The Customer warrants that it has drawn up suitable detailed method statements and safety policies to ensure that there is a safe system of work in place at all times for any works to be carried out by the Customer or its contractors in connection with the subject matter of this Contract which are attached at Schedule 2. The Customer further warrants that such method statements and safety policies as a minimum comply with Good Industry Practice and the recommendations set out in the document "Avoiding danger from underground services HSG47" (available at this link: [Avoiding danger from underground services HSG47](#)). The Customer shall ensure that its method statements and safety policies shall at all times comply with Good Industry Practice and the recommendations set out in the document "Avoiding danger from underground services HSG47" as the same may be amended, supplemented or replaced and that at all times its employees and contractors comply with such method statements and safety policies.
- 2.6 At any time before or during the Service Period, if for reasons of health and safety the Company acting reasonably considers that the Customer's detailed method statements, safety policies or system of work require amendment it shall notify the Customer in writing of the same. As soon as is practicable after receipt of such notice the Parties shall meet to discuss and agree the changes to be made to the Customer's detailed method statements, safety policies and system of work to address the Company's concerns regarding health and safety. The Company shall be entitled to suspend the performance of the Services until such time as the Customer's detailed method statements, safety policies or system of work are amended to address its reasonable concerns regarding health and safety. If the Parties do not agree, or the Customer does not implement such amendments, within three (3) calendar months of the date of issue by the Company of a notice pursuant to this Clause 2.6 the Company shall be entitled to terminate this Contract by giving the Customer notice in writing.

- 2.7 If the Customer intends to amend any of its detailed method statements, safety policies or system of work after such documents have been issued to the Company, the Customer shall, not less than fifteen (15) Working Days before any such amendment is intended to take effect, notify the Company of its intention to amend such documents together with the proposed amendments. No amendment to the Customer's method statements, safety policies or system of work shall take effect unless and until the Customer has received the Company's unconditional prior written approval to any such amendment. The Company shall use its reasonable endeavours to respond to any notice of intended amendment to the Customer's detailed method statements, safety policies or system of work issued pursuant to this Clause 2.7 within ten (10) Working Days of receiving such notice.
- 2.8 Not less than fifteen (15) Working Days before the beginning of the Service Period the Customer shall issue to the Company and the Jointing Teams and such other of the Company's employees and contractors as the Company shall reasonably request a copy of up-to-date method statements, safety policies and methods of work for works that are the subject matter of this Contract. The Customer shall provide to the Jointing Teams and such other of the Company's employees and contractors as the Company shall reasonably request such training and written training materials as the Company considers necessary to ensure that the Jointing Teams are fully briefed on the system of work to be followed for any works to be carried out by the Customer or its contractors in connection with the subject matter of this Contract.
- 2.9 At all times during the Service Period the Customer shall comply with its method statements, safety policies and methods of work for works that relate to the subject matter of this Contract. The Customer shall take all necessary steps to rectify any unsafe or unsuitable conditions at the Site including those notified to it by the Company pursuant to Clause 3.10. The Jointing Teams shall be entitled to suspend performance of the Connection Services until such time as any unsafe or unsuitable conditions at the Site are remedied to the Company's satisfaction and the Company has notified the Customer in writing of the same.

3 THE COMPANY'S OBLIGATIONS

- 3.1 In consideration of payment of the Service Charge by the Customer, and subject to the terms of this Contract, for the duration of the Service Period the Company shall provide the Jointing Teams to perform the Connection Services.
- 3.2 The Customer acknowledges and confirms that it has received a copy of the Distribution Safety Rules. The Company shall carry out the Connection Services in accordance with Good Industry Practice, Legislation, the Distribution Safety Rules and the Company's health and safety policies and procedures listed in Schedule 1.
- 3.3 During the Service Period the Company shall use reasonable endeavours to make the Jointing Teams available to perform the Connection Services for 7 hours per Working Day, between the hours of 8am and 4pm. If the Customer requires the Jointing Teams to be available to perform the Connection Services outside these hours/days or if particular conditions require that they be carried out outside these hours/days this must be agreed separately with the Company by way of a variation in accordance with Clause 5 and the Customer shall be subject to an additional charge for Connection Services performed out of hours calculated using the Rates for Out of Hours Working. The Company gives no guarantee that the Jointing Teams will be available or provided at all times during the Service Period. The Company reserves the right to temporarily reduce the number of Jointing Teams in the event of:
- 3.3.1 planned or unplanned leave;
 - 3.3.2 planned training;
 - 3.3.3 vehicle breakdown;
 - 3.3.4 a force majeure event in accordance with Clause 7; or

3.3.5 where the Company requires the Jointing Teams for its own emergency works in accordance with Clause 8.1;

and shall not be liable for any costs, losses, damages, expenses or claims whatsoever incurred or suffered by the Customer arising from any reduction in the number of Jointing Teams, provided that the Customer shall only be required to pay for the actual number of Jointing Teams provided.

- 3.4 The Connection Services shall be performed at the Site unless the Company agrees otherwise by way of variation in accordance with Clause 5.
- 3.5 During the Service Period the Customer shall not request that the Jointing Teams carry out any work or services for the Customer or a third party other than the Connection Services unless such work or services is carried out pursuant to a variation in accordance with Clause 5 or is the subject matter of a separate written agreement between the Company and the Customer.
- 3.6 The Company gives no guarantee of the volume of the Connection Services that will be completed during the Service Period and shall not be liable for any costs, losses, damages, expenses or claims whatsoever incurred or suffered by the Customer arising from the Company not completing some or all of the Connection Services in accordance with the Indicative Programme or during the Service Period. If the Customer has any reasonable concerns with the productivity of any Jointing Team, as soon as is practicable and in any event within 14 days of the date to which such concerns relate, it shall raise such concerns with the Company in writing together with reasonable supporting evidence. As soon as reasonably practicable following such notification the Parties' respective Authorised Representatives shall meet to discuss the Customer's concerns and where appropriate attempt to agree how to address such concerns. The Parties shall use their reasonable endeavours to implement any actions agreed between the Parties' Authorised Representatives to address the Customer's concerns with the productivity of any Jointing Team.
- 3.7 Not less than twenty (20) Working Days before (or such other period as the Parties may agree from time to time) the Customer intends a Jointing Team to carry out a particular task forming part of the Connection Services the Customer shall provide to the Company's Authorised Person such drawings and other information as the Company's Authorised Person may require to enable him/her to issue a task instruction to a Jointing Team in connection with the aforementioned task forming part of the Connection Services. The Jointing Teams shall not carry out any task forming part of the Connection Services unless and until the relevant Jointing Team has first received a task instruction relevant to such task from the Authorised Person. The Company's Authorised Person shall have the sole discretion in deciding where the connection point is and shall issue task instructions to the Jointing Teams accordingly. The Jointing Teams shall carry out the Connection Services in accordance with task instructions issued by the Company's Authorised Person. For the avoidance of doubt the Customer is not entitled to issue any task instructions to the Jointing Teams.
- 3.8 For each Site, the Company's Authorised Person shall have the sole discretion in deciding on the minimum level of traffic management in connection with the Connection Services and shall notify the Customer in writing of the same in advance of the scheduled date for the Connection Services to be carried at the relevant Site.
- 3.9 If, acting reasonably, in the Company's opinion the carrying out of ancillary work by the Company is necessary to enable the carrying out of the Connection Services the Company shall notify the Customer of the need for such ancillary work. Any such ancillary work that does not form part of the Connection Services shall only be carried out by the Company pursuant to a variation in accordance with Clause 5. If the Company and the Customer do not agree to such a variation in accordance with Clause 5 within ten (10) Working Days of the Company notifying the Customer of the need for such ancillary work then the Company shall be entitled to cease performance of the Connection Services that are affected by the subject matter of the proposed variation.
- 3.10 Unless expressly stated in the Contract or agreed in writing between the Parties, the Company shall provide all necessary equipment and materials for carrying out the Connection Services. The Company shall be entitled to charge the Customer for the Materials in accordance with section 4 of Schedule 1.

- 3.11 The Company shall be entitled to refuse to perform the Connection Services or cease to perform the Connection Services at the Site or part of the Site if in its reasonable opinion the Site or relevant part of the Site is unsafe or unsuitable for the Connection Services to commence or continue. The Company shall notify the Customer of its refusal to work or cessation of work and of the reasons therefor. If the Customer wishes for the Jointing Teams to perform Connection Services at the Site or part of the Site in connection with which the Company has notified the Customer of unsafe or unsuitable conditions the Customer shall first remedy the Site or relevant parts of the Site so that they are no longer unsafe or unsuitable. The Customer shall notify the Company of the remedial work undertaken within five (5) Working Days of the completion of such remedial work (or such other period as the Parties may agree from time to time). Within ten (10) Working Days of receipt of such notice (or such other period as the Parties may agree from time to time) the Company shall inspect the Site or the relevant part of the Site where remedial works have been carried out and if it is satisfied that the Site or part of the Site is now safe and suitable shall notify the Customer of the same in writing. Following the issue of such a notice by the Company the Jointing Teams shall resume the performance of the Connection Services at the Site or relevant part of the Site. The Customer shall pay to the Company its additional Costs of carrying out any inspections pursuant to this Clause 3.10.
- 3.12 The members of the Jointing Teams shall be selected by the Company in its absolute discretion and from time to time may be replaced by the Company in its absolute discretion. The Customer may at no cost or expense to the Customer at any time require the Company to remove or cause to be removed from the provision of the Connection Services any person engaged on or in connection with the Connection Services if, acting reasonably, the Customer considers that such person poses a risk to health and safety. Any person so removed from the provision of the Connection Services shall not be re-engaged in the provision of the Connection Services without the prior written approval of the Customer such approval shall not be unreasonably withheld or delayed.
- 3.13 For the avoidance of doubt, the Jointing Teams shall not become employees of the Customer by virtue of anything contained in the Contract.

4 THE CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall be responsible for the following matters at its own cost:
- 4.1.1 providing all information and drawings requested by the Company's Authorised Person in connection with the carrying out of the Connection Works;
 - 4.1.2 all work necessary to make the Site ready for the Connection Services to commence in accordance with the Indicative Programme specified in Schedule 1 including (without limitation) erection of Street Furniture, demolition, ducting, excavation in accordance with the Minimum Joint Bay Requirements, provision of accommodation for service termination, road crossings, making good, boring holes through walls to accommodate cables, trunking etc. and certification of completion of relevant items of Street Furniture in such form as is reasonably acceptable to the Company;
 - 4.1.3 obtaining and granting all necessary consents, licences, permissions (including, without limitation, planning permission and where appropriate listed building consent) and all other approvals, statutory or otherwise required for the lawful carrying out of the Connection Services;
 - 4.1.4 compliance with the provisions of the NRSWA and Traffic Management Act 2004 including the provision of opening notices, where applicable;
 - 4.1.5 for each Site, as a minimum the Customer shall provide the traffic management notified to it in writing by the Company's Authorised Representative. If the Customer considers that different traffic management and working from height measures may be required from those requested by the Company's Authorised Representative it shall suspend the

performance of the relevant Connection Services until it has agreed the appropriate traffic management and working from height requirements with the Company's Authorised Representative and implemented the same;

- 4.1.6 obtaining all access reasonably necessary to and at the Site for the Jointing Teams and the Company's other personnel, sub-contractors, vehicles and equipment as reasonably necessary and such parking for the Company's mobile workshops as the Company shall deem necessary, which shall not be unreasonable or impractical; and
- 4.1.7 the day-to-day management of the Site;
- 4.1.8 providing throughout the term and at no cost to the Company, offices, office facilities (including telephones) and storage space, including secure storage space for jointing accessories and cables described in Schedule 1 at locations to be agreed with the Company. The Company and/or its contractors will provide their own IT equipment. However, if specific IT equipment and/or software is required to fit with the Customer's methods of working or requirements the Company may vary the Service Charge accordingly.
- 4.1.9 The Customer shall ensure that all products and materials provided and/or installed by the Customer conform with the Company's policies as set out at <http://library.ukpowernetworks.co.uk/library/en/g81/> or, where no Company 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.
- 4.1.10 The Customer shall ensure that all ducts and cables are installed, and reinstatement carried out, in accordance with the Company's Engineering Document ECS 02-0019 Installation of Underground Cables – LV to 132kV that can be found at within our G81 design standards library here <http://library.ukpowernetworks.co.uk/library/en/g81/>

5 VARIATIONS

- 5.1 Either Party may request in writing an alteration of or addition to the number of Jointing Teams to be made available by the Company or a change to the Services Period by giving notice to the other party. Upon receipt of such request the receiving Party shall consider the request in good faith. Neither Party shall be under any obligation to agree to any variation of the number of Jointing Teams or a change to the Services Period. The Party receiving a notice of variation pursuant to this Clause 5.1 shall respond within 15 working days from the date of receipt of such request. No variation of the number of Jointing Teams to be made available by the Company or change to the Service Period shall be effective unless it is agreed in writing by both Parties and signed the Company's Representative and the Customer's Representative.
- 5.2 Subject to Clause 5.1 either party may request in writing an alteration or variation to the Contract. No variation to the Contract shall be effective unless it is agreed in writing and signed by both Parties.

6 PAYMENT

- 6.1.1 Subject to Clause 6.2 the Customer shall pay the Service Charge in accordance with Schedule 1.
- 6.1.2 The Company shall be entitled to amend the Service Charge and Rates for Out of Hours Working by giving notice of such change in the Service Charge or Rates for Out of Hours Working to the Customer at any time provided that the Company has first given the Customer not less than one calendar month's notice of such change in the Service Charge or Rates for Out of Hours Working.

- 6.1.3 If having received such amendments to the Service Charge or Rates for Out of Hours Working the Customer wishes to terminate the Agreement it may do so by giving the Company not less than two calendar months written notice of its intention to do so, such termination to be without prejudice to the Company's rights and remedies under this Contract.
- 6.2 For the period up to the first anniversary of the Commencement Date the Company shall bear any increase in Costs suffered by it in carrying out the Connection Services resulting from a Change of Law falling within paragraph (a) of that term. The Customer shall bear any increase in Costs in carrying out the Connection Services suffered by the Company arising from a Change in Law falling within paragraphs (b) and (c) of that term occurring during the Service Period or arising from a Change in Law falling within paragraph (a) of that term incurred after the first anniversary of the Commencement Date and the Service Charge shall be amended accordingly by the Company serving on the Customer written notice of the same. The Customer shall benefit from any decrease in Costs in carrying out the Connection Services resulting from a Change of Law occurring during the Service Period.
- 6.3 The Company shall submit invoices to the Customer at such periods specified in Schedule 1. The sum stated in the invoice shall be due for payment on the date of such invoice (the "Due Date"). Not later than ten (10) days after the Due Date the Customer shall give the Company written notice specifying the amount (if any) of the payment made or proposed to be made and basis on which it was calculated ("payment notice"). The final date for payment shall be the date which is twenty eight (28) days after the Due Date (the "Final Date For Payment").
- 6.4 Unless the Customer has served a notice under Clause 6.5 it shall pay to the Contractor the sum referred to in the payment notice served under Clause 6.3 (or if the Customer has not served the payment notice under Clause 6.3, the sum referred to in the invoice referred to in Clause 6.3) (in this Clause 6, the "notified sum") on or before the final date for payment.
- 6.5 Not less than five (5) working days before the Final Date for Payment (the "prescribed period") the Customer may give written notice to the Company that it intends to pay less than the notified sum (a "pay less notice"). Any pay less notice shall specify the sum that the payer considers to be due on the date the notice is served and the basis on which that sum is calculated.
- 6.6 If the Customer fails to pay an amount due to the Company by the Final Date for Payment and fails to give a pay less notice, the Customer shall pay interest on any amount due but not paid on or before the Final Date for Payment from the date on which payment was due to such date that the payment is received by the Company (both days inclusive) whether before or after judgment on a daily basis at a rate of 3% per annum above the Company's trading bank base rate as quoted from time to time and the Customer shall reimburse the Company with all costs and expenses incurred by the Company in the collection of any overdue amount.
- 6.7 Without prejudice to any other remedy the Company may have, if the Customer fails to make payment in full of the notified sum on or before the final date for payment and the Customer has not given a pay less notices complying with Clause 6.5, the Company shall be entitled to suspend performance of any of its obligations, provided that the Company shall give the Customer 7 days notice of its intention to suspend stating the ground or grounds on which it intends to suspend.
- 6.8 If suspension of the performance of the Connection Services continues for a period of 28 days the Company may terminate the Contract by giving written notice to the Customer and the Customer shall pay to the Company the amount of any loss or expense suffered by the Company caused by such suspension or termination.
- 6.9 Unless otherwise expressly stated in Schedule 1 the Service Charge is exclusive of Value Added Tax and other duties and taxes. Value Added Tax will be payable by the Customer at the rate chargeable at the date of each invoice together with all other applicable levies, imposts and duties.

7 FORCE MAJEURE

Neither Party shall be responsible for any delay or prevention in the performance of the Connection Services by reason of circumstances beyond its reasonable control including

(without limitation) any act of God, Change in Law, strike, lock-out or other industrial disturbance (whether of the Company's workforce or that of the Customer or any third party), act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, declared pandemic, act of vandalism, fire, flood, earthquake, explosion or accident, provided that failure by the Customer to complete its obligations as set out in Clause 4 as a result of any such circumstances does not relieve the Customer from its obligation to pay for the Jointing Teams made available by the Company in accordance with this Contract.

8 SUSPENSION AND TERMINATION

8.1 The Company shall be entitled to suspend the Service Period at any time on giving notice to the Customer if (in the Company's reasonable opinion) such suspension is necessary due to the occurrence of one of the circumstances set out in Clause 7 or due to the Company requiring the use of the Jointing Teams for its own emergency works. In such circumstances the Service Charge will be refunded (or will not be charged, where the Customer is paying in instalments in accordance with Clause 6.3) *pro rata* to the portion of the Service Period which remains outstanding at the date of the notification of suspension by the Company. The Company shall notify the Customer when it is ready to resume the Service Period and the Parties shall agree a re-commencement date and any payment to be made by the Customer in advance of such re-commencement date. For the purposes of this Clause 8.1 "emergency works" means such un-programmed or non-routine works that in the Company's opinion are necessary to protect the health and safety of persons or to prevent damage to property or to preserve or protect the Distribution System arising by virtue of an event arising with or without warning causing or threatening to cause serious disruption across the Company's Distribution System.

8.2 Without prejudice to Clause 6.8, in the event that:

8.2.1 either Party is in breach of this Contract which, in the case of a breach capable of remedy, shall not have been remedied within 15 (fifteen) Working Days of the receipt by the breaching Party of a written notice from the non-breaching Party identifying the breach and requiring its remedy; or

8.2.2 an interim order or a bankruptcy order shall be made in respect of either Party under the Insolvency Act 1986 or an administration order shall be made in respect of either Party or if a voluntary arrangement is proposed in respect of either Party or either Party shall enter into liquidation or a receiver or administrative receiver shall be appointed over the whole or any part of either Party's undertaking or assets or either Party is unable to pay its debts within the meaning of the Insolvency Act 1986 or shall cease or threaten to cease to pay its debts as they fall or shall make or seek to make any composition or arrangement with its creditors,

then and at any time thereafter without prejudice to any subsisting rights of the non-breaching Party under this Contract the non-breaching Party may by written notice to the other Party terminate this Contract immediately.

8.3 The Customer may terminate this Contract in accordance with Clause 6.1.3.

8.4 If no task instructions have been issued in accordance with Clause 3.7 within six months of the date of this Contract, the Company may terminate this Contract on written notice to the Customer.

9 PROPERTY AND RISK

9.1 All goods and materials supplied by or on behalf of the Company (whether they become a fixture or otherwise) at all times shall remain the property of the Company. For the avoidance of doubt title in all surplus goods and materials supplied by or on behalf of the Company and scrap shall remain the property of the Company.

9.2 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods or materials which remain the property of the Company, but if the

Customer does so all monies owing by the Customer to the Company, shall (without prejudice to any of the Company's other rights or remedies) forthwith become due and payable.

- 9.3 Upon the energisation of the Electric Line and/or Electrical Plant (as those terms are defined in Section 64(1) of the Electricity Act 1989) such Electric Line and/or Electric Plant shall be adopted by the Company and form part of the Distribution System save that the Company shall not adopt any Street Furniture which is the subject matter of the Connection Services or any Electric Lines or Electrical Plant that is not part of the Distribution System.

10 LOSS OR DAMAGE

- 10.1 Subject to Clause 10.4, neither Party nor any of their officers, employees or agents shall be liable to the other Party for any loss whatsoever whether in contract or in tort (including negligence) or otherwise except for:

10.1.1 direct physical damage to property of the other Party (in which case such liability shall not exceed thirty thousand pounds (£30,000) for any one occurrence); and

10.1.2 death or personal injury resulting from negligence of that Party.

- 10.2 Without prejudice to the generality of the foregoing neither Party shall in any circumstances be liable to the other Party for any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill or any indirect or consequential loss or any other loss or damage whatsoever save as provided in Clauses 10.3 and 10.4.

- 10.3 The Parties shall indemnify and keep indemnified each other against personal injury (including death) to any person which may arise out of the default or negligence of the other, its sub-contractors, officers, employees or agents, and against all charges, claims, costs (including legal costs), damages, demands, expenses and proceedings whatsoever in respect thereof or in relation thereto.

- 10.4 The limitations of liability described in Clauses 10.1 and 10.2 shall not apply to the Customer's obligation to pay the Company the Service Charge in accordance with this Agreement or for the Customer's liability to the Company under Clause 13 or Clause 14.

11 INSURANCE

Both Parties shall hold and keep in force throughout the Service Period insurance against public liability (third party) risks with a limit of indemnity of not less than £10 million.

12 DISPUTE RESOLUTION

- 12.1 Either Party may refer any disputes arising from the application of the Contract to the Company's Representative or the Customer's Representative as the case may be.

- 12.2 Not used.

- 12.3 Either Party may at any time refer a dispute regarding the Contract to adjudication in accordance with the provisions of Clauses 12.4 to 12.7.

- 12.4 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 the Contract amended as follows:

12.4.1 References to a "construction contract" or "the contract" in the Adjudication Scheme shall be read as "the Contract".

12.4.2 Add a new paragraph 27 as follows:

27 "Every decision of an adjudicator shall be implemented without delay. The parties shall be entitled to such reliefs 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.”

- 12.5 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.
- 12.6 Not used.
- 12.7 Any referral to adjudication shall not relieve either Party from any liability for the due and punctual performance of its obligations pending the outcome of such referral.

13 INTELLECTUAL PROPERTY RIGHTS

- 13.1 All rights (including without limitation any and all copyrights and other intellectual property rights) in all documentation or products created by or for the Company prior to the date of this Contract or arising out of the performance of the Connection Services shall vest in the Company unless otherwise agreed by the Parties in writing. To the extent that the Company requires to use or copy any drawing, reports, models, specifications, plans, schedules, bills of quantities, calculations or other documents and information prepared by or for the Customer in connection with the carrying out of the Connection Services the Customer hereby grants to the Company an irrevocable, royalty free licence to use or copy the same and to grant sub-licences on the same terms and to the extent that the Customer is not able to grant such a licence it shall procure the grant of such a licence.
- 13.2 All rights (including without limitation any and all copyrights and other intellectual property rights) in all documentation or products created by the Customer prior to the date of this Contract or created by the Customer in connection with the performance of the Connection Services shall vest in the Customer unless otherwise agreed by the Parties in writing. To the extent that in connection with the Connection Services the Customer requires to use or copy any drawing, reports, models, specifications, plans, schedules, bills of quantities, calculations or other documents and information prepared by or for the Company in carrying out the Connection Services the Company hereby grants to the Customer an irrevocable, royalty free licence to use or copy the same and to grant sub-licences on the same terms and to the extent that the Company is not able to grant such a licence it shall procure the grant of such a licence.
- 13.3 Each Party shall fully indemnify and hold harmless without limit the other Party against any losses, costs, damages and expenses (including legal fees on an indemnity basis) suffered by the Company and/or any of its Affiliates or the Customer as the case may be as a result of any infringement of patent, copyright, registered and unregistered design or trade mark rights of a third party and any costs of and incidental to the compliance by the Company and/or any of its Affiliates or the Customer as the case may be with any injunction or other order of a court in respect of any claim or action that the normal operation, possession or use of any parts of equipment, software and/or documentation in connection with the Connection Services by the Company or the Customer as the case may be supplied by the other Party infringes the patent, copyright, registered and unregistered design or trade mark rights of said third party.

14 TUPE

- 14.1 Subsequent to the date of this Contract if the identity of the party providing the Connection Services or any part of them shall change and such change in provider shall be one which by virtue of Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) (as amended) may transfer an employee of the Company or its subcontractor (“Employee”) to the Customer for the carrying out of part or all of the Connection Services subsequent to the date of the Contract or the date of termination (the “Successor”) the Customer shall indemnify the Company and keep the Company fully indemnified from and against each and every liability of any nature whatsoever (including without limitation reasonable legal costs) that the Company may incur as a result of directly out or in connection with;
 - 14.1.1 any claim by or on behalf of any Employee which relates to or arises as a consequence of:

- 14.1.1.1 any actual substantial change to his working conditions being made to his detriment by the Customer or the Successor; and
 - 14.1.1.2 an Employee informing the Company that he objects to being employed by the Customer or the Successor;
 - 14.1.2 any claim that the Customer or Successor has failed to comply with its obligations under TUPE (save to the extent such failure is due to a failure by the Company to comply with its duties under TUPE);
 - 14.1.3 the employment and/or termination of employment of any person other than the Customer's or Successor's employees who transfer or who claim to transfer to any Successor by virtue of TUPE or otherwise provided; and
 - 14.1.4 any act or omission by the Customer or and Successor in respect of an Employee after the end of the Service Period or the termination of the Contract.
- 14.2 Each Party shall provide the other with full details of any claim arising as a result of the operation of this Clause 14 and TUPE in relation to the Contract and both Parties shall provide within 10 Working Days of a written request from the other Party all evidence reasonably necessary to the other or either Party to defend, attend or settle any employment dispute which results from this Contract.

15 MISCELLANEOUS

- 15.1 The Contract embodies the entire understanding of the Company and the Customer in connection with the Contract and there are no promises, terms, conditions, warranties or obligations, oral or written, express or implied other than those contained, or expressly referred to in the Contract.
- 15.2 Nothing in this Contract is intended to confer on any person who is not a Party any right to enforce any term, which that person would not have, but for the Contracts (Rights of Third Parties) Act 1999.
- 15.3 The waiver by either Party of any breach of any term of the Contract shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.
- 15.4 Any notice to be given under the Contract shall be in writing and delivered in person or posted by first class recorded delivery letter to the representative of receiving Party at the address set out in Schedule 1 (as amended from time to time in writing) and shall be deemed to have been given on the day of delivery in person or on the day following that on which the notice was posted.
- 15.5 The Company may sub-contract the performance of the Contract in whole or in part.
- 15.6 The Customer shall not assign or transfer its rights or obligations under the Contract without the prior written consent of the Company.
- 15.7 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual dispute or claim) shall be governed by the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

IN WITNESS of which the Parties have signed this Contract on the date set out above.

**Signed on behalf of
UK Power Networks (Operations) Limited**

By:

Authorised Signatory.....

Signed on behalf of

[REDACTED]

By:

Authorised Signatory.....

Director

Director/Company Secretary

SCHEDULE 1

1. Connection Services

All the Connection Services set out in this Schedule 1 relate to the Company's metered and unmetered, single phase underground Standard Distribution System electricity supplies as defined in UK Power Networks Engineering Policy, with a maximum capacity and fuse of 25 amps for unmetered connections and 100 amps for metered connections.

The "Connection Services" comprise:

New Service to Street Furniture	Includes for the provision of Jointing Teams to undertake the tasks of carrying out electrical connection works associated with the installation of an unmetered or metered public electricity supply, cut out and fuse and includes terminating the Customer's tails into a cut-out to effect a connection of the Customer's electrical installation.
Transfer Service to Street Furniture	Includes for the provision of Jointing Teams to undertake the tasks of carrying out electrical disconnection and connection works associated with the transfer of an unmetered or metered public electricity supply from an existing location to a new position. Includes for all works associated with the installation of a new cut out and fuse and includes terminating the Customer's tails into a cut-out to effect a connection of the Customer's electrical installation.
Permanent Disconnection of Street Furniture	Includes for the provision of Jointing Teams to undertake the tasks of carrying out electrical disconnection works associated with the permanent disconnection of an unmetered or metered public electricity supply. The pressure end will be made as close to the source cable as is reasonably practicable. Includes all materials required to carry out the disconnection. Where service cables cross a road the Company reserves the right to disconnect the cable adjacent to the kerb side leaving the service in place. This service will be clearly identified on the record drawings.

The issue of task instructions sheets and the identification of LV cables in accordance with DSR 01 018 is included within the Service Charge.

For the avoidance of doubt where an overhead line connection is required it is outside the terms of this Contract.

2. Number of Jointing Teams to be provided

[]

3. Services Period

(a) Commencement Date:

[]

(b) End Date:

[]

4. Service Charge:

[REDACTED]

The Service Charge comprises the aggregate of the following:

i) £[X] x the number of Jointing Teams available to carry out the Connection Services x the number of days (or part of day) that the Jointing Teams were available to carry out Jointing Services.

AND

ii) The number of units of the following Materials used in the carrying out of the Connection Services x the cost per unit for the relevant Materials set out in the table below

[insert materials price schedule here]

Submission of Invoices for payment under Clause 6

- (a) On signature of this agreement the Company shall submit to the Customer a VAT invoice in the sum of £[REDACTED] being the estimated Service Charges payable in respect of the first two Months.
- (b) On or after the tenth day of the second Month and each subsequent Month the Company shall submit to the Customer a VAT invoice, which invoice shall set out:
 - (i) the estimated Service Charges payable in respect of the Month following the Month in which the invoice is rendered;
 - (ii) a reconciliation of the actual Service Charges payable for the services provided in the Month preceding the Month in which the invoice is rendered and the estimated Service Charges which were invoiced to the Customer in respect of that preceding Month; and
 - (iii) the net amount (if any) owing by the Customer to the Company in respect of the above.
- (c) Within 30 days of termination of this agreement the Company shall submit to the Customer a VAT invoice or credit note which invoice shall set out:
 - (i) a reconciliation of the actual Service Charges payable in respect of the final Month and the estimated Service Charges which were invoiced to the Customer in respect of that final Month;
 - (ii) the net amount (if any) owing by the Customer to the Company or by the Company to the Customer in respect of the above.

5. Rates for Out of Hours Working:

[REDACTED]

6. The Site

[REDACTED]

7. Representatives

The Company's Representative:

[REDACTED]

Customer's Representative:

[REDACTED]

8. The Company's Health and Safety Policies

DSR 01 018	Identification of LV cables
DSR 40 014	Excavating near electricity cables
HSS 40 029	Unidentified cables
DSR 01 007	Identification of HV cables
HSS 01 093	Environmental management of streetworks
HSS 01 030	Waste management
HSS 01 050	HSS behavioural exchanges and inspections
HSS 01 051	Incident reporting
HSS 01 062	Undertaking on-site (point of work) risk assessments
HSS 01 069	Personal protective equipment (PPE)
HSS 01 079	Live working gloves (electrical insulating gloves)
HSS 01 084	Control of substances hazardous to health
HSS 01 105	Putting people to work
ECS 02 0415	LV Jointing Manual

as amended from time to time and such other policies set out in the link below:

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

The UK Power Networks Jointing Manual v4.3 2015;

New Roads and Street Works Act, Codes of Practice and HAUC specifications;

HSG47 Avoiding Danger from Underground Services;
Avoiding Danger From Overhead Power Lines GS6; and

The New Roads and Streetworks Act 1991 requires that anyone who executes works for, or on behalf of a utility company, is qualified for the activities being carried out. Any streetworks site must have at least one qualified operative on site at all times during works, and the site must have a qualified supervisor appointed to the site who can oversee the works. The supervisor need not be on site at all times, but must be able to adequately carry out the role. The supervisor qualification does not replace or overrule the operative qualification and one person cannot cover both roles at the same time.

Operatives & Supervisors must hold a current streetworks ID card and be registered on the National Streetworks Qualifications Register

9. Provision of offices, facilities and storage

[REDACTED]

10. Minimum Joint Bay Dimensions & Excavation and Reinstatement of Trenches

You must excavate and reinstate all trenches.

You must excavate as per the minimum joint bay requirements set out **in the attached** document entitled **"NOC 02 012 Highway Services & Disconnections Jointer-Only and Rent-A-Jointer Minimum Joint Bay and Excavation Guidance Procedure"** (attached as Appendix 1).

You must excavate and reinstate as set out in sections 2.4 and 4.1 of this document and **in the** document entitled “**ECS 02 0019 Installation of Underground Cables – LV to 132kV**” which details the minimum requirements acceptable for the installation of new low voltage cables, including; cable depths; installation of cable protection covers; minimum internal duct diameter and bending radius; support and blinding of cables; reinstatement of trenches. This document can found within our G81 design standards library here <http://library.ukpowernetworks.co.uk/library/en/g81/>

Installation of Cable Ducts and Cable Protection Tape

You must supply and install all cable ducts and cable protection tape at no cost to UK Power Networks. These must be installed as set out in the attached document entitled “**NOC 02 012a Guidance for the Installation of Cable Ducts and Cable Protection Tape by Customers for Rent-A-Jointer and Jointer Only activity**” appended at Appendix 1 to this Agreement.

11. Indicative Programme

[]

Schedule 2 – Customer’s Method Statements and Safety Policies

[REDACTED]

APPENDIX 1

Part 1

NOC 02 012

**Highway Services & Disconnections Joints-Only and
Rent-A-Jointer Minimum Joint Bay and Excavation
Guidance Procedure**

[Please insert]

APPENDIX 1

Part 2

NOC 02 012a

**Guidance for the Installation of Cable Ducts and
Cable Protection Tape by Customers for Rent-A-Jointer
and Joints Only activity**

[Please insert]

APPENDIX 2

Indicative RAJ Connections Programme

APPENDIX 3

Plans

APPENDIX 4
Risk Assessment

APPENDIX 5
Generic Method Statement