



SP DISTRIBUTION

**AGREEMENT
FOR THE ADOPTION OF CONTESTABLE
WORKS**

between

SP Distribution PLC

and

[Connection Provider]

[INSERT DATE]

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THIS ADOPTION AGREEMENT is BETWEEN:-

- (1) **SP Distribution PLC**, a company registered in Scotland with the registered number SC189125, whose registered office is at 1 Atlantic Quay, Robertson Street, Glasgow G2 8SP (the "Distributor"), and
- (2) **[Contractor Name]** a company registered in **[Contractor Registered Country]** with the registered number **[Contractor Registered Number]**, whose registered office is at **[Contractor Registered Address]** (the "Contractor").

WHEREAS

- (A) The Contractor has been appointed by the Instructing Party to carry out and complete Contestable Works in relation to the Site.
- (B) The Contractor has agreed to carry out and complete any such Contestable Works in accordance with the provisions of this Agreement (as applicable), for Adoption by the Distributor.
- (C) The Distributor has agreed to adopt the Contestable Assets upon their satisfactory completion and the achievement of certain suspensive conditions all subject to the other provisions in this Agreement.

NOW IT IS AGREED AS FOLLOWS:-

1. DEFINITIONS

In this Agreement words and phrases defined in the Distributor's General Bilateral Terms and Conditions for the Adoption of Contestable Works dated January 2016, a copy of which can be found at http://www.spenergynetworks.co.uk/userfiles/file/SP_Distribution_Bilateral_General_Terms_Conditions_for_Adoption_of_C.pdf (the "General Bilateral Terms") shall have the meanings assigned to them in those General Bilateral Terms.

2. CONTRACTORS OBLIGATIONS

The Contractor shall carry out and complete the Contestable Works and perform all of its other obligations under this Agreement all in accordance with this Agreement.

3. DISTRIBUTOR'S OBLIGATIONS

The Distributor shall carry out and complete the Distributor's Works and perform all its other obligations under this Agreement all in accordance with this Agreement.

4. COPY DOCUMENTATION

The Contractor acknowledges that it has copies of and will comply with the requirements of the documents listed in Part 3 of the General Bilateral Terms.

5. COMMENCEMENT AND DURATION

This Agreement shall commence on the Commencement Date and shall continue thereafter until terminated in accordance with Condition 14 (Termination of the Agreement) of Part 1 of the General Bilateral Terms.

6. INCORPORATION OF GENERAL TERMS

The Distributor's General Bilateral Terms, including the documents listed in Part 3 of General Bilateral Terms, together with the Schedule to this Agreement are hereby incorporated into and form part of this Agreement.

7. COUNTERPARTS

7.1 This Agreement may be executed in any number of counterparts and by each of the Parties on separate counterparts.

7.2 Where executed in counterparts: this Agreement will not take effect until each of the counterparts has been delivered;

7.2.1 each counterpart will be held as undelivered until the Parties agree a date on which the counterparts are to be treated as delivered;

7.2.2 the date of delivery may be inserted in the testing clause in the blank provided for the effective date.

IN WITNESS WHEREOF these presents consisting of this and the [NUMBER] preceding pages and the Schedule (including Annexes A, B and C) have been [subscribed as follows] **OR** [executed in counterpart by the Parties as undernoted, with an effective date of [DATE]]:

SUBSCRIBED for and on behalf of
DISTRIBUTOR

by..... (sign)
Director/Authorised Signatory

by..... (sign)
Director/Authorised Signatory

.....(print name)

.....(print name)

.....(town/city)

.....(town/city)

on(date)

on(date)

SUBSCRIBED for and on behalf of
CONTRACTOR acting by

.....
Director/Secretary/Authorised Signatory

.....
Signature

at

on

in the presence of the undernoted Witness:

Signature:

Print Name:

Address:

.....

This is the Schedule referred to in the foregoing Adoption Agreement between
SP DISTRIBUTION PLC and [CONTRACTOR]

SCHEDULE

APPLICABLE TERMS, SPECIFICATIONS AND PAYMENTS

1. Site

[INSERT DESCRIPTION OF SITE]

2. Contestable Works

2.1 The following table sets out the Contestable Works that the Contractor shall carry out and complete in respect of the Site, which are more particularly described in Annex C (Specification of Contestable Works) to this Schedule (Applicable Terms, Specifications and Payments), together with the terms and conditions of this Agreement which are applicable in relation to those Contestable Works.

Contestable Works to be carried out and completed by the Contractor	Terms and conditions set out in Part 2 (Applicable Terms) of the General Bilateral Terms	To be carried out by Contractor (Yes/No)
Determination of Point of Connection		
Determination POC to Distribution System	Condition 1 – Determination of Point of Connection undertaken by the Contractor	
Land Rights		
Land Rights negotiations with third party landowners	Condition 3 – Contractor obtaining Land Rights and Statutory Consents	
Connection Design		
Design of Extension Assets	Condition 5 – Connection Design undertaken by the Contractor	
Design diversionary works associated with new connections		
Design Approval		
Design approval	Condition 7 – Design Approval undertaken by the Contractor	
Construction Prior to Making Live		
Procure materials for own works	Condition 9 – Construction undertaken by the Contractor	
Trench excavation and duct installation – on site		
Trench excavation and duct installation – on public highway		

Construction of substation buildings and other civil works – on site		
Cable laying for own works		
Substation plant installation for own works		
Excavation for jointing bay – on site		
Excavation for own works jointing bay – public highway		
Jointing (dead) of cables within Extension Assets		
Jointing (LV and HV) to connect Contestable Works to the underground Distribution System (closing joints)		
Excavation for joints to connect Contestable Works to Distribution System (closing joints)		
Live LV jointing on newly adopted New Extension		
Diversions work on the existing Distribution System		
Inspection and Monitoring		
Quality assurance inspections	Condition 11 – Inspection and Monitoring undertaken by the Contractor	
Testing of Extension Assets installed by Contractor		
Making Live		
Commissioning and connection of Extension Assets to the Distribution System	Condition 13 – Pre-making Live – General	
Recording of installed assets	Condition 15 – Making Live of the Contestable Works by the Contractor Condition 16 – Upon and following Making Live – General	

3. Distributor's Works

3.1 The following table sets out the Distributor's Works that the Distributor shall carry out and complete in respect of the Site, which are more particularly described in Annex B (Specification of Distributor's Works) to this Schedule 1 (Applicable Terms, Specifications and Payments), together with the terms and conditions of this Agreement which are applicable to those Distributor's Works.

Contestable Works to be carried out and completed by the Distributor	Terms and conditions set out in Part 2 (Applicable Terms) of the General Bilateral Terms	To be carried out by Distributor
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		(Yes/No)
Determination of Point of Connection		
Determination POC to Distribution System	Condition 2 – Determination of Point of Connection undertaken by the Distributor	
Land Rights		
Land Rights negotiations with third party landowners	Condition 4 – Distributor obtaining Land Rights on the Contractor's behalf	
Connection Design		
Design upstream Reinforcement works associated with new connections	Condition 6 – Connection Design undertaken by the Distributor	
Design diversionary works associated with new connections		
Design Approval		
Design approval	Condition 8 – Design Approval undertaken by the Distributor	
Construction Prior to Making Live		
Reinforcement work on the existing Distribution System	Condition 10 – Construction undertaken by the Distributor	
Diversionary work on the existing Distribution System		
[INSERT DESCRIPTION OF ANY OTHER CONSTRUCTION WORKS TO BE CARRIED OUT BY DISTRIBUTOR]		
Inspection and Monitoring		
Quality assurance inspections	Condition 12 – Inspection and Monitoring undertaken by the Distributor	
Making Live		
Commissioning and connection of Extension Assets to the Distribution System	Condition 13 – Pre-Making Live - General	
Recording of installed assets	Condition 14 – Making Live of the Contestable Works by the Distributor	
	Condition 16 – Upon and following Making Live – General	

Annex A – Payments

1. The Distributor shall make a total payment of £ **[Value]** (**[Value]** pounds) towards the cost of the Contestable Works to the **[Instructing Party]** for the agreed Network Enhancement.
2. The Contractor shall make a total payment of £**[Quotation Value (Excl VAT)]** plus **[Quotation Value VAT]** VAT towards the cost of the Distributor's Works.
3. The Contractor shall make a payment of £**[Quotation Value (Excl VAT)]** plus **[Quotation Value VAT]** VAT to the Distributor, prior to Making Live of any part of the Contestable Works to the Distributor's System for witnessing and inspection by the Distributor.
4. The payments listed above shall be made on the following dates/milestones (as applicable):
 - 4.1 **[Insert relevant dates/milestones]**

Annex B – Specification of Distributor’s Works

Annex C – Specification of Contestable Works

Paragraph 1

Approved Design

[Details of Approved Design]

Paragraph 2

Contestable Design

[Details of Contestable Design]

Paragraph 3

Contestable Works

[Details of Contestable Works]

Paragraph 4

Last Date

Last Date in respect of this Agreement is **[Last Date]** (which shall be no earlier than one year following the date stated in Paragraph 5 below)

Paragraph 5

The earliest date the contestable works can be energised is **[Earliest Energised Date]**. This date is specified for the purposes of Condition 13 (Pre-Making Live – General) to Condition 16 (Upon and following Making Live – General) of Part 2 (Applicable Terms) of the General Bilateral Terms.