

STREET LIGHTING & STREET FURNITURE

CONSTRUCTION & ADOPTION AGREEMENT

- between -

SP Distribution Limited

and

(CUSTOMER NAME)

and

(CONTRACTOR)

AGREEMENT RELATING TO THE ADOPTION OF ELECTRICITY DISTRIBUTION EQUIPMENT AGREEMENT TO BE INSTALLED BY THE CONTRACTOR FOR THE PURPOSES OF PROVIDING AN (UNMETERED SUPPLY/METERED SUPPLY) OF SINGLE PHASE XXXv (upto XX Watts) ELECTRICITY TO STREET LIGHTING AND OTHER STREET FURNITURE

(XXXXXXXX)

CONSTRUCTION & ADOPTION AGREEMENT FOR STREET LIGHTING & STREET FURNITURE

THIS AGREEMENT is made on XX XXXXX 201X BETWEEN:-

SP Distribution Limited whose registered office is at 1 Atlantic Quay, Glasgow G2 8SP (who and in substitution therefor whose permitted assigns is herein referred to as the "Distributor");

(CUSTOMER NAME) whose registered office is at (CUSTOMER REGISTERED ADDRESS) (who and in substitution therefor whose permitted assigns is herein referred to as the "Customer"); and

(CONTRACTOR NAME) whose registered office is at (CONTRACTOR REGISTERED ADDRESS) (who and in substitution therefor whose permitted assigns is herein referred to as the "Contractor")

WHEREAS

- (A) The Customer has appointed the Contractor to carry out and complete from time to time contestable connection works, all of which will be connected to a service cable at a point at least one metre away from a main cable belonging to the Distributor, with a view to Adoption by the Distributor those parts of those works which are Made Live pursuant to Clause 17 of this Agreement;
- (B) The Contractor has agreed to construct the Contestable Works in accordance with this Agreement on behalf of the Customer;
- (C) The Distributor has agreed to Adopt Contestable Assets upon their satisfactory completion and the achievement of certain conditions precedent 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 Conditions for the Adoption of Contestable Works for Metered & Unmetered Supplies to Street Lighting & Street Furniture shall have the meanings respectively assigned to them in those General Conditions.

2. CONTRACTOR'S OBLIGATIONS

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

3. CONTRACTOR TO MAINTAIN ACCREDITATION

Until any Contestable Works are Adopted the Contractor will maintain Accreditation to carry out such Contestable Works and ensure that where required by those General Conditions all live working carried out by or on behalf of the Contractor pursuant to this Agreement are carried out by persons holding Accreditation for Live Working at the time such works are undertaken.

4. THE CUSTOMER'S OBLIGATIONS

The Customer shall perform its obligations all in accordance with this Agreement.

5. DISTRIBUTOR'S OBLIGATIONS

The Distributor shall perform all its obligations under this Agreement all in accordance with this Agreement.

6. COPY DOCUMENTATION

The Customer and the Contractor each acknowledge that they have copies of and will comply with the requirements of the documents listed in Part 1 of the Schedule.

7. INCORPORATION OF SCHEDULE AND SP DISTRIBUTION LIMITED GENERAL CONDITIONS FOR THE ADOPTION OF CONTESTED WORKS FOR METERED AND UNMETERED SUPPLIES TO STREET LIGHTING & STREET FURNITURE

The SP Distribution Ltd General Conditions for the Adoption of Contestable Works for Unmetered Supplies to Street Lighting & Street Furniture together with the Schedule and the documents listed therein are hereby incorporated into and form part of this Agreement.

AS WITNESS whereof the parties have signed below:

SIGNED BY
[name of person]
[position]
For and on behalf of
The Distributor

SIGNED BY
[name of person]
[position]
For and on behalf of
(THE CUSTOMER)

SIGNED BY
[name of person]
[position]
For and on behalf of
(THE CONTRACTOR)

SCHEDULE – PART 1

SP Distribution Ltd General Conditions for the Adoption of Contestable Works for Metered and Unmetered Supplies to Street Lighting & Street Furniture

SCHEDULE – PART 2

LIST OF DISTRIBUTOR CONSTRUCTION AND INSTALLATION STANDARDS WHICH THE CONTESTABLE CONNECTION WORKS MUST COMPLY:

Specifications include, but are not limited to, the following:

Electricity Industry Documents:

- ESQC Regulations 2002
- Electricity at Work Regulations 1989
- CDM Regulations

Electricity Networks Association Documents:

Engineering Recommendation G81 - Framework for design and planning, materials specification and installation and record for greenfield low voltage housing estate installations and associated, new, HV/LV distribution substations:

- Part 1: Design and Planning
- Part 2: Materials Specification
- Part 3: Installation and Records

SP PowerSystems Safety Documents:

- SP PowerSystems Safety Rules Electrical and Mechanical 4th Edition – Including all supporting documentation.
- SPPS Safety Instructions
- SPPS Safety Management Safety Procedures
- SPPS Live Working Manual

SP PowerSystems Documents:

- Statement of Methodology and Charges for Connection to SP Distribution Ltd and SP Manweb Plc's Electricity Distribution Systems available at:
http://www.spenergynetworks.co.uk/connecting_to_our_network/documents/
- The following documents, as amended from time to time which are available at:
<http://www.spenergynetworks.com/NewConnections/specifications.asp>

Reference	Document Title
ASSET-01-015	<u>New Connections Contractor Approval Policy</u>
ASSET-04-020	<u>Auditing and Escalation Regime</u>
BUPR-22-015	<u>Recording of Electrical Assets by Contractors</u>
CAB-04-008	<u>Assessment of Third Party LV Cable Jointing Systems</u>
CAB-06-001	<u>Approved Equipment Register - Cables & Cable Accessories</u>
CAB-15-003	<u>Handling & Installation of Cables up to and Including 33kV</u>
DOC-00-217	<u>Distribution Low Voltage Earthing Manual Documents Index</u>
EART-01-002	<u>Low Voltage Earthing Policy</u>
-	<u>Distribution Low Voltage Earthing Manual (To be read alongside EART-01-002)</u>

SCHEDULE – PART 3

SPECIFICATION OF THE CONTESTABLE WORKS:

Paragraph 1:

Contestable Works

- (DESCRIPTION OF CONTESTABLE WORKS)

Adopted Contestable Assets

- (DESCRIPTION OF ADOPTED CONTESTABLE ASSETS)

Paragraph 2:

- Material & Installation System to be approved by the Distributor.

Paragraph 3:

- All fault/emergency work requiring de-energising of the mains cable are not to be undertaken by the Contractor.

Paragraph 4:

Live working area:

- Area covered for the Contestable Works is defined in drawing [xxxxx]

Paragraph 5:

- Last Date – Not Applicable.

SCHEDULE – PART 3

CONTACT DETAILS:

Notices to Distributor to be given to:

Name: (CONTACT NAME)
Position: (CONTACT POSITION)
Address: (ADDRESS)
Tel: 0151 609 (XXXX)
e-mail Address: [SPEN Contact email
cicsouth@sppowersystems.com](mailto:cicsouth@sppowersystems.com)

Notices to Contractor to be given to:

Name: (CONTACT NAME)
Position: (CONTACT POSITION)
Address: (ADDRESS)
Tel: (TELEPHONE NUMBER)
e-mail address: (EMAIL ADDRESS)

Notices to Customer to be given to:

Name: CONTACT NAME)
Position: (CONTACT POSITION)
Address: (ADDRESS)
Tel: (TELEPHONE NUMBER)
e-mail address: (EMAIL ADDRESS)

SCHEDULE – PART 4

REQUIREMENTS OF EACH CONSTRUCTION CONTRACT:

- Any assets to be adopted by the Distributor must be installed in an adopted public highway, unless otherwise agreed with the Distributor. If the service encroaches on 3rd party land all land rights must be concluded to the satisfaction of the Distributor in advance of any associated connection being made to the existing Distributor's assets.
- The Distributor will only adopt assets up to and including the cut-out.
- Construction Design and Management ("CDM") for Street Lighting and Street Furniture to be completed on CDM details form.
- The assets which are to be installed and adopted under this Agreement are:
(DESCRIPTION)

SCHEDULE – PART 5

NOTIFICATION SCHEDULE FOR COMMENCEMENT OF CONTESTABLE WORKS:

- Adopted Street Lighting and Street Furniture weekly whereabouts sheet.
- Contestable Works location plan, referenced to job no.
- Request to Connect Form and Approval for Independent Connection Provider (“ICP”) to Connect Whereabouts Form (When undertaking Contestable Final Closing Join Works).

(This will be the notice which the Contractor will submit to the Distributor before starting any works which they wish to be adopted.)

SCHEDULE – PART 6

WORKS COMPLETION & HANDOVER:

- Commissioning Requirements
- Completion Certificate
- Handover Certificate
- As laid drawings.
- Commissioning results certification document.

SCHEDULE – PART 7

CHARGES:

Management Fee

Non-contestable charges for Administration, Safety Management, Inspection and Monitoring:

£XX for a service disconnection

£XX for a new connection

£XX for a new connection including a mains extension or road crossing

You will be notified of any changes to the above charges which may be revised from time to time.

Charges may be applied for any abortive site visits.

Confirmation of associated charges will be provided for each program of works. The Charge(s) is payable in full prior to the commencement of the works being undertaken.

SCHEDULE – PART 8

Not Applicable