

**AGREEMENT RELATING TO THE DESIGN, SUPPLY, INSTALLATION,
COMMISSIONING AND ADOPTION OF ELECTRICITY CONNECTION
AND DISTRIBUTION EQUIPMENT**

at

[SITE NAME AND ADDRESS]

between

[SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC]

OR

[SOUTHERN ELECTRIC POWER DISTRIBUTION PLC]

and

[ICP COMPANY NAME]

Project Reference: [SSEN Project Number]

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FORM OF AGREEMENT

THIS AGREEMENT is made the _____ day of _____.

BETWEEN

- [**Scottish Hydro Electric Power Distribution plc**, registered number SC213460, a Company registered in Scotland whose registered office is at Inveralmond House, 200 Dunkeld Road, Perth, PH1 3AQ (the **Company**);]

OR

[**Southern Electric Power Distribution plc**, registered number 4094290, a Company registered in England and Wales whose registered office is at No. 1 Forbury Place 43 Forbury Road, Reading, RG1 3JH (the **Company**);]

and
- [**ICP Company Name**], registered number [**Registered No.**], a company registered in [**Scotland**] or [**England and Wales**] whose registered office is at [**Registered Address**] (the **ICP**), each a "**Party**" and together the "**Parties**".

WHEREAS

- The Company is the Distribution Network Operator for the area in which the Site is located;
- The ICP is an Independent Connection Provider;
- [On [**DD/MM/YYYY**], [**Customer Company Name**], registered number [**Registered No.**], a company registered in [**Scotland**] or [**England and Wales**] whose registered office is at [**Registered Address**] (the **Customer**) accepted an offer dated [**DD/MM/YYYY**] from the Company to provide a connection to its Distribution System at the Point of Connection (the **Connection Offer**);]

OR

[On [**DD/MM/YYYY**], the ICP accepted an offer dated [**DD/MM/YYYY**] from the Company to provide a connection to its Distribution System at the Point of Connection (the **Connection Offer**). For the purposes of this Agreement and where the context requires the ICP shall also be the "**Customer**";]
- [**The Customer has appointed the ICP as its agent to carry out and complete the Contestable Works at the Site; and** *delete this sentence if not applicable*
- The Company has agreed to Adopt the Contestable Assets upon their satisfactory completion and the achievement of certain conditions precedent.

NOW IT IS AGREED AS FOLLOWS:

1. In this Agreement words and expressions shall have the meanings as are respectively assigned to them in the Definitions in Schedule 1.
2. In consideration of the Company assuming its obligations under this Agreement, the ICP shall perform all of its obligations under this Agreement in accordance with the provisions of this Agreement.
3. All schedules annexed to this Agreement are hereby incorporated into and made a part of this Agreement as though fully set forth herein.

This Agreement has been entered into on the date stated at the beginning of it (see page 3).

**Signed for and on behalf of the
Company:****[SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC]
OR [SOUTHERN ELECTRIC POWER DISTRIBUTION PLC]****Signature:**

**Name of Company's
Representative:**

Designation:

**Signed for and on behalf of the
ICP:****[ICP COMPANY NAME]****Signature:**

Name of ICP's Representative:

Designation:

SCHEDULE 1: GENERAL CONDITIONS

1 Definitions and Interpretation

1.1 In this Agreement, except where a different interpretation is necessary in the context, the words and expressions set out below shall have the following meanings:

Accredited	<p>means at any time satisfying the requirements of NERS for persons carrying out the design and construction of Contestable Works and "Accredited to carry out Contestable Works", "Accredited", "Accreditation" the "Accreditation Scheme" and other cognate expressions shall be construed accordingly;</p> <p>Accreditation shall be through NERS and will include accreditation in scopes relevant to the Contestable Works as agreed with the Company, which may include:</p> <ul style="list-style-type: none"> • Point of Connection identification. • Electrical design. • Project management. • Cable laying (LV, HV, EHV, and 132kV in England only). • Cable jointing (dead LV, live LV, HV, EHV, and 132kV in England only). • Overhead lines (wooden pole/steel tower). • Substation installation (up to 11kV/415V). • Substation installation (132/33kV, 66/11kV, 33/11kV). • All associated civil engineering works including excavation, cable laying, backfilling and permanent reinstatement. <p>Note: each voltage rating detailed in brackets represents a separate registration category;</p>
Act	means the Electricity Act 1989 (as amended);
Adopted Contestable Works	means the Contestable Works (or Section) after Adoption;
Adoption	means the transfer by the ICP to the Company under this Agreement of the property in and responsibility for the Contestable Works, or of a Section, with full title guarantee ("Adopt", "Adopted" and cognate expressions shall be construed accordingly);
Adoption Date	means the date on which the Contestable Works or any Section as stated in a Completion Certificate are Adopted by the Company in accordance with clause 9;
Agreement	means the Form of Agreement and Schedules;
Balancing and Settlement Code	means the code of that title administered by Elexon, as amended from time to time;

Code	means the Competition in Connections Code of Practice issued by The Energy Networks Association, as amended from time to time;
Company Approved Design	means a design for the Contestable Works which has been submitted by the ICP to the Company and approved by the Company;
Company's Distribution System	means the system of electric lines owned or operated by the Company for the distribution of electricity;
Company's Works	means the works to be carried out and completed by the Company as described in the Connection Offer;
Completion Certificate	means a certificate in the form set out in Schedule 3, issued by the Company pursuant to clause 9.2;
Connection	means a network extension and the assets that will connect the network extension to the Company's Distribution System at the Point of Connection. For unmetered activities, transfers and disconnections will be treated as within the scope of this definition.
Connection Offer	means the accepted offer from the Company to the [Customer] or [ICP] to provide a Connection, particulars of which are set out in this Agreement;
Connection Works	means the works that are required to be undertaken to provide a Connection and includes determination of the Point of Connection.
Construction and Installation Standards	<p>means:</p> <p>(a) Framework for design and planning, materials specification, installation and record for low voltage housing development installations and associated new HV/LV distribution substations – Energy Networks Association Engineering Recommendation G81 Part 3 Installation Records, as supplemented by Company appendices;</p> <p>(b) Framework for installation and records of commercial and industrial underground connected loads up to and including 11kV – Energy Networks Association Engineering Recommendation G81 Part 6, as supplemented by Company appendices; and</p> <p>(c) Framework for contestable diversionary and reinforcement underground and overhead works not exceeding 33kV and HV/LV distribution substations – Energy Networks Association Engineering Recommendation G81 Part 7, as supplemented by Company appendices,</p> <p>as set out on the Website from time to time;</p>
Contestable Assets	means those Contestable Works which will form part of the Company's Distribution System upon Adoption, but excluding works which do not form part of or are not necessary to support the assets (e.g., excludes reinstatement etc.);
Contestable Works	means the works to be carried out and completed by the ICP at the Site and to be Adopted by the Company under this Agreement;

Contribution Payment	means a sum stated in the Connection Offer as being payable to the Company as a contribution towards the cost of the Company's Works;
Courts	means: (a) where the Governing Law is the laws of Scotland, the courts of Scotland; or (b) where the Governing Law is the laws of England and Wales, the courts of England and Wales;
Customer	means a person who has requested the Company to provide a Connection and who's details are set out in this Agreement;
Day	means Working Days. A notice received after 3.00 p.m. on a Day shall be considered to have arrived on the following Day;
Defects Correction Period	means the period commencing on the Adoption Date and: (a) in respect to defects relating to permanent reinstatement of the highway which involved excavation up to a depth of 1.5 metres or more, expiring on the third anniversary of the Final Adoption Date; and (b) in respect to all other defects, expiring on the second anniversary of the Final Adoption Date;
Design Approval Criteria	means the criteria issued by the Company from time to time and contained within the "G81 Documentation" (as set out on the Website from time to time), under which Independent Connection Providers do not require approval of the design of Contestable Works by the Company;
Design Standards	means: (a) Framework for design and planning, materials specification, installation and record for low voltage housing development installations and associated new HV/LV distribution substations - Energy Networks Association Engineering Recommendation G81 Part 1 Design and Planning, as supplemented by Company appendices; (b) Framework for materials specifications for industrial and commercial underground connected loads up to and including 11kV - Energy Networks Association Engineering Recommendation G81 Part 4 Design and Planning, as supplemented by Company appendices; and (c) Framework for contestable diversionary and reinforcement underground and overhead works not exceeding 33kV and HV/LV distribution substations - Energy Networks Association Engineering Recommendation G81 Part 7, as supplemented by Company appendices, as set out on the Website from time to time;
Distribution Network Operator or DNO	means an Electricity Distributor that is a Distribution Services Provider, in relation to that part of its Distribution System that is within its Distribution Services Area;
Distribution Services Area	means, in relation to an Electricity Distributor, the area (if any) specified as such under its Electricity Distribution Licence;

Distribution Services Provider	means any Electricity Distributor in whose Electricity Distribution Licence the requirements of Section B of the standard conditions of that licence have effect (whether whole or in part);
Distribution System	means the system consisting (wholly or mainly) of electric lines owned or operated by an Electricity Distributor that is used for the distribution of electricity;
EHV	means Extra High Voltage;
Electricity Distributor	means any person who is authorised by an Electricity Distribution Licence to distribute electricity;
Electricity Distribution Licence	means an electricity distribution licence granted or treated as granted under section 6(1)(c) of the Act;
Encumbrance	means any charge, lien, hire purchase agreement, option, conditional sale or credit sale agreement or any other interest or right of any other person;
End Consumer	means the final owner or occupier of Premises who enters into a contract for Supply with a Supplier;
Energise	means in relation to any of the Company's Distribution System (or any Plant or Apparatus connected to any Company's Distribution System at such point), the movement of any isolator, breaker or switch or the insertion of any fuse, so as to enable electricity to flow, at such point to and from a System; and "Energised" and "Energisation" shall be construed accordingly;
Engineer	means the person appointed by the Company to act as engineer for the purposes of this Agreement;
Entry Point	means the point of connection at which a supply of electricity may flow to the Company's Distribution System from a connected installation or the distribution system of another person;
Exit Point	means the point of connection at which a supply of electricity may flow from the Company's Distribution System to a connected installation or the distribution system of another person;
Final Adoption Date	means: <ul style="list-style-type: none"> (a) where the Contestable Works are Adopted as a whole, the Adoption Date; or (b) where the Contestable Works are Adopted as Sections, the date on which the last Section is Adopted;
Force Majeure	means any act, event or circumstances beyond the control of a Party including those which arises from or are attributable to: <ul style="list-style-type: none"> (a) a System Emergency; (b) fire, flood, explosion, earthquake, storm or other natural disaster;

(c) civil commotion, hostilities (whether war is declared or not), sabotage, terrorist attack, chemical, biological or nuclear contamination;

(d) the acts of any public authority or imposition of any government sanction, embargo or similar action;

(e) compliance with any law, judgment, order or decree;

(f) any labour dispute or strike; or

(g) the existence and/or effects of an event qualifying as an emergency within the meaning of Part 2 of the Civil Contingencies Act 2004;

Form of Agreement

means the document signed for and on behalf of the ICP and the Company for the purpose of entering into this Agreement;

Frameworks

means:

(a) Framework for design and planning, materials specification, installation and record for low voltage housing development installations and associated new HV/LV distribution substations - Energy Networks Association Engineering Recommendation G81 Part 1 Design and Planning, as supplemented by Company appendices;

(b) Framework for design and planning, materials specification, installation and record for low voltage housing development installations and associated new HV/LV distribution substations - Energy Networks Association Engineering Recommendation G81 Part 2 Materials Specification, as supplemented by Company appendices;

(c) Framework for design and planning, materials specification, installation and record for low voltage housing development installations and associated new HV/LV distribution substations - Energy Networks Association Engineering Recommendation G81 Part 3 Installation Records, as supplemented by Company appendices;

(d) Framework for materials specifications for industrial and commercial underground connected loads up to and including 11kV - Energy Networks Association Engineering Recommendation G81 Part 4 Design and Planning, as supplemented by Company appendices;

(e) Framework for materials specifications for industrial and commercial underground connected loads up to and including 11kV - Energy Networks Association Engineering Recommendation G81 Part 5, as supplemented by Company appendices;

(f) Framework for installation and records of commercial and industrial underground connected loads up to and including 11kV - Energy Networks Association Engineering Recommendation G81 Part 6, as supplemented by Company appendices; and

(g) Framework for contestable diversionary and reinforcement underground and overhead works not exceeding 33kV and HV/LV distribution substations - Energy Networks Association

	Engineering Recommendation G81 Part 7, as supplemented by Company appendices, as set out on the Website from time to time;
General Conditions	means these General Conditions of Contract;
Good Industry Practice	means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in the same type of undertaking under the same or similar circumstances;
Governing Law	means the laws of Scotland, unless this Agreement applies in England and Wales where "Applicable Law" means the laws of England and Wales;
HV	means High Voltage;
ICP Approved Design	means a design for the Contestable Works which meets the requirements of the Design Approval Criteria and is approved by the ICP;
Independent Connection Provider or ICP	means a person other than the DNO who is appropriately accredited to undertake Contestable Works in relation to the provision of a Connection to the DNO's Distribution System;
Insolvency Event	means a party ceasing to trade or having a receiver, administrative receiver, administrator, trustee or manager appointed over the whole or any substantial part of its assets or undertaking, or becoming insolvent or going into liquidation (unless such liquidation is for the purposes of a solvent reconstruction or amalgamation), or making any arrangement or composition with any class or all of its creditors generally or otherwise being unable to meet its debts as they fall due or taking or suffering any similar action in consequence of debt;
Intellectual Property Rights	means copyright, patent, trademark, service marks, design rights, registered designs, sui generis rights, know-how, confidential information, trade or business names or other similar rights together with applications for any of the foregoing;
Land Rights	means rights in, under or over land for the construction, installation, operation, repair, maintenance, renewal or use of the Contestable Works and/or the Company's Works;
Land Rights Criteria	means the criteria issued by the Company (as set out on the Website from time to time) providing the Company's requirements for Land Rights;
Licence	means the Company's distribution licence granted under section 6(1)(c) of the Electricity Act 1989 (as amended);
LLFC	means the Line Loss Factor Class in the Company's Use of System Charging Statement as set out on the Website;
LV	means Low Voltage;
Materials Standards	means: (a) Framework for design and planning, materials specification, installation and record for low voltage housing development installations and associated new HV/LV

distribution substations - Energy Networks Association Engineering Recommendation G81 Part 2 Materials Specification, as supplemented by Company;

(b) Framework for materials specifications for industrial and commercial underground connected loads up to and including 11kV - Energy Networks Association Engineering Recommendation G81 Part 5, as supplemented by Company appendices; and

(c) Framework for contestable diversionary and reinforcement underground and overhead works not exceeding 33kV and HV/LV distribution substations - Energy Networks Association Engineering Recommendation G81 Part 7, as supplemented by Company appendices,

as set out on the Website from time to time;

Meter Operator	means an accredited person appointed to: provide metering equipment whether by way of sale, hire or loan; install, commission, test, repair and maintain metering equipment; and maintain related technical information;
Metering Point	means the point, determined according to the principles and guidance given at Schedule 8 of the MRA, at which a supply to (export) or from (import) the Company's Distribution System is or is intended to be measured; or where metering equipment has been removed, was or was intended to be measured; or in the case of an Unmetered Supply under the Unmetered Supplies Procedure, is deemed to be measured, where in each case such measurement is for the purposes of ascertaining the Supplier's Settlement liabilities under the Balancing and Settlement Code;
MPAS Registration System	has the meaning given thereto in the MRA;
MRA	means the Master Registration Agreement dated 1 June 1998 as updated from time to time;
National Transmission System	has the meaning given to it in the Transmission Licence;
NERS	means the National Electricity Registration Scheme or such other scheme as replaces it from time to time;
Network Enhancement	means any additional design requirements requested by the Company for the benefit of other consumers;
NRSWA	means the New Road and Street Works Act 1991;
Ofgem	means the Office of Gas and Electricity Markets;
Point of Connection	means the point (or points) of connection at which a supply of electricity can flow between the Company's Distribution System and the Contestable Works, and as set out in the Connection Offer or as otherwise agreed between the Customer and the Company;
Post-Energisation Commissioning Tests	means the tests to be undertaken by or on behalf of the Company, which are identified as such in the Schedules and which will be undertaken by the Company after Energisation;

Pre-Energisation Commissioning Tests	means the tests to be undertaken by or on behalf of the Company, which are identified as such in the Schedules and which have to be passed prior to Energisation;
Premises	has the meaning ascribed to that term by Section 64(1) of the Electricity Act 1989 (as amended);
Programme	means the programme of works defined in clause 6.2;
Registered	means the recording on the MPAS Registration System of a Supplier as being responsible for a Metering Point from a particular date and "Registration" shall be construed accordingly;
Section	means any part of the Contestable Works identified as such in the Programme and in respect of which a Completion Certificate is to be issued;
Schedule	means a Schedule to the Form of Agreement;
Site	means the lands and other places at, on, under, over or through which the Contestable Works are to be constructed or installed or work is to be carried out, as identified in the Connection Offer;
SLC15	means Condition 15 ("Standards for the provision of Non-Contestable Connection Services") of the Standard Conditions of the Electricity Distribution Licence issued by the Gas and Electricity Markets Authority, as amended from time to time;
Statutory Consents	means all consents, licences, permissions and approval of any kind required under any statute or subordinate legislation including planning permission, building regulation approval and Street Works Licences;
Street Works Licence	means a permission under Section 109 of the NRSWA;
Supplier	means a person granted a licence under the Electricity Act 1989 authorising them to supply electricity to premises;
Supply Number	means, in respect of any Metering Point, the number attributed to that Metering Point, consisting of data items 1 to 6 as set out in Schedule 2 of the MRA;
System	means either the Transmission System or Distribution System as the context requires;
System Emergency	means an event on the Company's Distribution System, on the distribution system of another company or on the National Electricity Transmission System which results in the Company being requested to divert resources for the period of the event;
Transmission Company	means National Grid Electricity Transmission plc, a company registered in England and Wales with company registered number 02366977;
Transmission Licence	means the licence granted to the Transmission Company pursuant to section 6(1)(b) of the Electricity Act 1989, as amended from time to time;
Unmetered Supplies Procedure	means Section S8 of the Balancing and Settlement Code;

Unmetered Supply	has the meaning given to that term in the Balancing and Settlement Code;
Website	means the Company's website at www.ssen.co.uk , as updated from time to time;
Week	means each period of seven consecutive days starting at 02.00 hours on a Monday and ending at 02.00 hours on the next following Monday;
Working Day	means any day other than a Saturday, a Sunday, Christmas Day, New Year's Day, Good Friday, or a day which is a banking holiday within the meaning of the Banking and Financial Dealings Act 1971;
Works Schedule	means the works schedule defined in clause 6.3.

1.2 In this Agreement:

- (a) references to recitals, clauses and schedules are to recitals and clauses of, and schedules to, this Agreement respectively and references in a schedule or part of a schedule to paragraphs are to paragraphs of that schedule or that part of that schedule respectively;
- (b) the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules;
- (c) references to this Agreement or any other document are to this Agreement or that document as amended from time to time;
- (d) any term importing gender shall include any gender;
- (e) any term importing the singular includes the plural and vice versa;
- (f) the words "includes" and "including" are to be construed without limitation;
- (g) a reference to a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). a reference to a "Company" shall include any company, corporation or other body corporate, whenever and however incorporated or established;
- (h) neither clause headings nor part headings form part of or affect the interpretation of this Agreement; and
- (i) any reference to an Act or Regulations refers to that at the date of the Agreement.

1.3 This Agreement shall be binding on, and inure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that Party's personal representatives, successors and permitted assigns.

2 The Contestable Works

2.1 The ICP undertakes to design, construct, install and commission the Contestable Works on the terms set out in this Agreement.

3 Company Information and Documentation

3.1 The Company shall, within a reasonable period of receipt of a written request, supply the ICP with, or make available to the ICP through the Website, all technical information, diagrams and drawings relating to the Company's Distribution System as may be reasonably required by the ICP to carry out the design, construction, installation or commissioning of the Contestable Works.

4 Design of the Contestable Works

- 4.1 The ICP shall design the Contestable Works:
- (a) taking into account all reasonable requirements of the Company;
 - (b) in accordance with the Connection Specification set out in the Connection Offer; and
 - (c) in accordance with the Design Standards;
- (together the "**Contestable Works Design Requirements**").
- 4.2 The Company may from time to time, by notice in writing, request the ICP to undertake works or to modify the design of the Contestable Works in order to achieve a Network Enhancement. Upon receiving any such notice, the ICP shall provide a reasonable price ("**Quotation**") for doing so or state reasonable grounds for declining the request, such reply not to be unreasonably delayed. The ICP shall, upon acceptance in writing of the Quotation by the Company, make and implement the requested modification to the Contestable Works on the basis set out in the Quotation.
- 4.3 If the design of the Contestable Works is an ICP Approved Design:
- (a) approval of the design by the Company is not required; and
 - (b) the ICP shall provide the Company with the design of the Contestable Works for inspection and the ICP shall provide such additional information in respect of the design of the Contestable Works as the Company shall require. If the Company identifies any non-compliance with the Design Standards or considers that there are any potential issues with the Point of Connection ("**Non-Compliances**"), it shall notify the ICP and shall provide the ICP with details of any actions that it requires in respect to the Non-Compliances ("**Corrective Actions**"). The Company shall be entitled to review the design of the Contestable Works (as amended) upon completion of the Corrective Actions by the ICP.
- 4.4 Notwithstanding clause 4.3 above, the ICP may request that the Company approves or validates an ICP Approved Design.
- 4.5 If the design of the Contestable Works is not an ICP Approved Design, the ICP shall submit the design to the Company for approval.
- 4.6 If the Company has approved or validated the design of the Contestable Works, any proposed alterations to the design shall be submitted to the Company for approval, such approval not to be unreasonably withheld or delayed.
- 4.7 The Contestable Works shall be constructed in accordance with the applicable Company Approved Design or ICP Approved Design.

5 Land Rights and Statutory Consents

- 5.1 Where required under the Land Rights Criteria, the ICP shall apply for, negotiate and seek to obtain Land Rights in favour of the Company in accordance with the Land Rights Criteria in respect of the Contestable Works to be Adopted.
- 5.2 The ICP shall provide the Company with all reasonable assistance required to obtain such Land Rights in respect of the Contestable Works to be Adopted and shall be entitled to produce draft Land Rights documents in accordance with the Land Rights Criteria produced by the Company.
- 5.3 Where the Contestable Works require Statutory Consents, the ICP shall apply for and obtain the same, and shall comply with all relevant legislative requirements. Where any Statutory Consent obtained would not be transferrable to the Company, or where the ICP does not have the requisite legal capacity or is otherwise unable to obtain the same, the ICP shall notify the Company and meet the Company's costs (including professional fees and disbursements), and shall provide reasonable assistance to the Company, in seeking to obtain the said Statutory Consents.

- 5.4 The obligations on the Company to undertake the Company's Works and/or to Adopt the Contestable Works shall be conditional upon all required Land Rights and/or Statutory Consents being obtained, and the ICP or the Customer meeting the Company's reasonable costs (including any professional fees and disbursements) of obtaining the same. In the event that such costs are not met by either the ICP or the Customer, the Company shall be entitled to terminate this Agreement.
- 5.5 Where any part of the Contestable Works or the Company's Works are within land under the control of the Customer, the obligations on the Company to undertake the Company's Works and/or to Adopt the Contestable Works shall be conditional on the Customer entering into agreements with the Company for any Land Rights, if so required, for the Contestable Works and the Company's Works, at no cost to the Company. In the event that the Customer does not enter into such agreements on such terms, the Company shall be entitled to terminate this Agreement.
- 5.6 Where the need for Land Rights and/or Statutory Consents arises solely as a result of a requirement of the Company to achieve a Network Enhancement, the Company shall be responsible for procuring such Land Rights and/or Statutory Consents, at the Company's cost.

6 Programme of Works

- 6.1 The ICP shall, within a reasonable period of receipt of a written request, supply the Company with all technical information, diagrams and drawings relating to the design, construction, installation or commissioning of the Contestable Works as the Company may reasonably request from time to time.
- 6.2 The ICP shall, within 5 Working Days of signature of the date of this Agreement, provide to the Company with the Programme it intends to follow to construct the Contestable Works and shall thereafter promptly supply the Company with an updated version of the Programme in the event of any material change to the timing or sequence of the Contestable Works.
- 6.3 No later than 10 Working Days before commencement of the Contestable Works and every 5 Working Days thereafter the ICP shall provide to the Company a Works Schedule detailing the daily works to be undertaken within the following 10 Working Days. The Works Schedule shall detail the works to be undertaken on the Site in each half day period.

7 Construction of the Contestable Works

- 7.1 The ICP shall not commence the Contestable Works until:
- (a) a Company Approved Design or an ICP Approved Design is in place; and
 - (b) the ICP has provided to the Company a Programme and Works Schedule in accordance with clauses 6.2 and 6.3 above.
- 7.2 The Contestable Works shall be carried out and completed in accordance with:
- (a) the applicable Company Approved Design or ICP Approved Design; and
 - (b) the applicable Statutory Consents.
- 7.3 The Parties acknowledge that in relation to the Contestable Works the Customer shall be "the Client" for the purposes of the Construction (Design and Management) Regulations 2015 ("**CDM Regulations**") and the ICP undertakes to:
- (a) ensure that the Customer, as soon as reasonably practicable, confirms to the Company in writing its agreement to be treated as the only Client for the purposes of the CDM Regulations; and
 - (b) indemnify the Company at all times from all liabilities for the performance of its obligations pursuant to the Construction (Design and Management) Regulations 2015 and against demands, actions, proceedings, damages, losses, costs and expenses which are made or brought against or incurred by the Company.

- 7.4 The ICP shall be fully responsible for the Contestable Works or any Section of such Works (whether on the Site or elsewhere) until they are Adopted, including works with associated excavation and reinstatement.
- 7.5 The ICP shall indemnify and keep indemnified the Company from any liabilities which may arise from the Contestable Works prior to Adoption.
- 7.6 The ICP shall allow the Company access (and shall procure that the Customer shall allow the Company access) at all reasonable times to all places where the Contestable Works are to be, are being, or have been carried out for the purpose of inspecting the Contestable Works and all materials used or intended for use in the Contestable Works. The Company shall, as soon as is practicable and in any case no later than 5 Working Days after the inspection shall give the ICP written notice of any defect or any other matter which is considered not to comply with this Agreement. If the Company serves notice under this clause, the ICP shall promptly and in consultation with the Company conduct all investigations and carry out any remedial works which the Company reasonably considers to be necessary and for the avoidance of doubt the costs of any such remedial works will be borne by the ICP.
- 7.7 The Company shall have no authority to give any instructions to or to supervise the ICP, agent(s) or sub-contractor(s) of the ICP provided that the Company may issue any instructions which it reasonably considers necessary on safety grounds.
- 7.8 The Company may, upon reasonable grounds, require the ICP by notice in writing to uncover or make openings in any part of the Contestable Works.
- 7.9 Subject to clause 7.10 the Company shall be liable for all costs incurred by the ICP in complying with any notice given under clause 7.8 above if inspection of the Contestable Works fails to reveal any material non-compliance with the requirements of this Agreement.
- 7.10 If a notice given under clause 7.8 above is to uncover works which the Company was unable to inspect due to the ICP failing to notify the Company of a change of Programme / Work Schedule, all costs shall be met by the ICP irrespective of any defects.

8 Sub-Contracting and Assignment

- 8.1 Subject to being appropriately Accredited to do so, the ICP may sub-contract any part of the Contestable Works. The ICP shall ensure that only appropriately Accredited contractors are engaged in the performance of the Contestable Works. The sub-contracting by the ICP of any of its obligations under this Agreement shall not relieve the ICP from liability for performance of such obligations in accordance with this Agreement.
- 8.2 No Party may assign or transfer the benefit or burden of this Agreement without the written consent of the other Parties, such consent not to be unreasonably withheld or delayed.

9 Commissioning, Completion and Adoption

- 9.1 When the ICP considers that the Contestable Works have been completed, it shall give written notice in accordance with Schedule 2 to that effect to the Company stating the time and date when it intends to perform the Pre-Energisation Commissioning Tests (not less than 5 Working Days' notice of such tests shall be given). The Company may witness the performance of the Pre-Energisation Commissioning Tests.
- 9.2 When the ICP is satisfied that the Contestable Works, or a Section of, have been completed in accordance with this Agreement and have passed the Pre-Energisation Commissioning Tests, it shall give written notice to the Company stating that the Contestable Works are complete and the date on which the Pre-Energisation Commissioning Tests were passed and shall append copies of all relevant test and conformance certificates to such notice.
- 9.3 If the Programme shows a division of the Contestable Works into Sections the ICP may apply for and may give written notices in respect of each Section following the same procedure as that described in clauses 9.1 and 9.2.

- 9.4 Upon receipt of a written notice in accordance with clause 9.2 and subject to the Company being satisfied that the Pre-Energisation Commissioning Tests have been passed and that the ICP has rectified any defects or other matters previously notified under clause 7.6, the Company shall issue a signed and dated Completion Certificate to the ICP. The ICP shall countersign and date the Completion Statement and return it to the Company.
- 9.5 Adoption shall take place when all of the following conditions have been satisfied:
- (a) title of land (for substations) is vested with the Company;
 - (b) all necessary Land Rights have been granted in favour of the Company;
 - (c) Statutory Consents are vested with the Company;
 - (d) full title guarantee is provided over assets to be adopted;
 - (e) the relevant assets have been installed in accordance with the Approved Design using materials and workmanship in accordance with this Agreement;
 - (f) all Exit Points and/or Entry Points which are to be Energised shall have been registered in accordance with Schedule 4;
 - (g) receipt by the Company of as-laid plans of the assets to be adopted complete with any associated equipment manuals, test and specialist associated maintenance equipment;
 - (h) receipt by the Company of a Completion Certificate signed and dated by the ICP;
 - (i) the ICP warrants that all necessary Intellectual Property Rights have been acquired;
 - (j) the Contestable Works comply with SLC15; and
 - (k) Energisation has been completed to the Company's reasonable satisfaction.
- 9.6 For the avoidance of doubt, any information that is required to be provided to the Company under clause 9.5 above may be provided to the Company electronically.
- 9.7 The ICP shall notify the Company in writing in accordance with SLC15 of the date on which it requests that the Contestable Works are Energised.
- 9.8 The ICP shall supply to the Company at least 5 Working Days before Energisation evidence of all the items required under clause 9.5.
- 9.9 Following Adoption, the Company shall carry out and complete the Post-Energisation Commissioning tests.
- 9.10 The Company shall notify the ICP in writing of any defects in the Adopted Contestable Works that result in failure of the Post-Energisation Commissioning Tests. The Company shall be responsible for remedial work required remedying such defects in the Adopted Contestable Works. The ICP shall reimburse the reasonable cost of such remedial works undertaken by the Company under clause 11.

10 Post-Adoption

- 10.1 Following Adoption, the ICP, Customer and Company shall treat the Adopted Contestable Works or Adopted Section in all respects as the property of the Company and from that time as forming part of the Company's Distribution System and comply with all procedures and rules issued by the Company relating to work on or in the vicinity of the Distribution System.
- 10.2 In respect to the Adopted Contestable Works or Adopted Section, the ICP shall, if requested to do so by the Company:
- (a) assign to the Company any warranties that the ICP has obtained in respect to the Adopted Contestable Works or Adopted Assets; and/or
 - (b) enforce any such warranties or other rights as the ICP may have in respect to the Adopted Contestable Works or Adopted Section at the ICP's cost.

11 Defects Correction

- 11.1 The ICP shall bear all reasonable costs incurred by the Company in fault repair or rectification of defects relating to, or associated with, the Adopted Contestable Works during the Defects Correction Period, which, for the avoidance of doubt, includes any defects in the original design (including any design assumptions) and installation (including locational defects), unless such defects are entirely the result of any act or omission by the Company.
- 11.2 Subject to clause 11.3, the Parties acknowledge that all work on Adopted Contestable Assets may only be performed by the Company and that neither the ICP nor the Customer may correct any defects after adoption.
- 11.3 Subject to the prior written consent of the Company, the ICP may be permitted to fault repair or rectify defects relating to, or associated with, the Adopted Contestable Works. The Defects Correction Period will re-start from the date of re-energisation of the Adopted Contestable Works after completion of such work by the ICP.

12 Liabilities

- 12.1 The Parties shall not be liable for any breach of this Agreement caused directly or indirectly by Force Majeure or by a System Emergency.
- 12.2 Subject to clause 11.1 and save where this Agreement provides for an indemnity, no Party is liable to the other for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with this Agreement:
- (a) loss of actual or anticipated profits; or
 - (b) loss of revenue; or
 - (c) loss of use; or
 - (d) loss of contract; or
 - (e) loss of business opportunity; or
 - (f) loss of anticipated savings; or
 - (g) loss of goodwill; or
 - (h) injury to reputation.
- 12.3 The maximum liability of either Party to the other shall not exceed the sum of £5,000,000 per incident or series of incidents arising out of any one event.
- 12.4 The ICP shall indemnify the Company against:
- (a) any loss or liability due to death or personal injury or damage to real or personal property arising out of or in connection with or by reason of any act or omission on the part of the ICP under or in connection with this Agreement;
 - (b) all amounts it has a statutory or Licence obligation to pay to consumers (or for the benefit of consumers) in the event or as a result of any failure in the supply of electricity caused directly, or indirectly by any defect or fault in the Contestable Works;
 - (c) any loss or liability arising from the energisation of exit points where there is no registration or no request to energise has been received from the Supplier. The ICP shall also be responsible for any liability of the Company arising from Supply Numbers for exit points being registered prior to Adoption; and
 - (d) any loss or liability arising from a failure by the ICP to obtain any Statutory Consents required for the construction, installation, operation, repair, maintenance, renewal or use of the Contestable Works.
- 12.5 The Company shall not adopt any reinstatement and any future liability will remain with the Party who obtained the licence / notice to open.

- 12.6 Nothing in this Agreement shall operate to exclude or restrict a Party's liability for:
- (a) death or personal injury;
 - (b) fraud or other matter if and to the extent that, under the Applicable Law, liability for it cannot be excluded, restricted or limited as against the other party in the context of this Agreement.
- 12.7 The rights and remedies provided by this Agreement to the Parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by common law or statute in respect of the subject matter of this Agreement, including without limitation actions brought in negligence and/or nuisance. Accordingly, each of the Parties hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute and releases the Party liable to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in this Agreement and undertakes not to enforce any of the same except as expressly provided herein.

13 Payments

- 13.1 The ICP shall, within 20 Days of execution of this Agreement, pay to the Company the Contribution Payment.
- 13.2 The ICP shall pay the Company's charges for any inspections of the Contestable Works undertaken by the Company. The Company's charges will be in accordance with the Connection and Charging Methodology Statement as set out on the Website.
- 13.3 The Company, in respect of design modifications requested by the Company to the Contestable Works, shall pay the ICP any sum agreed pursuant to clause 4.2 within 20 Days of receipt of a Completion Certificate.
- 13.4 Any sum payable by one Party to another by way of reimbursement of costs shall be paid within 20 Days of receipt of an invoice for such sum.
- 13.5 If any amount due under this Agreement remains unpaid after its due date, such undisputed amounts shall bear interest calculated from day to day at a rate per annum of 4% above the base rate of the Bank of England or the Royal Bank of Scotland, as appropriate, from the due date until the amount due and any accrued interest has been paid in full.

14 Force Majeure

- 14.1 If any Party shall be unable to carry out its obligations under this Agreement due to a circumstance of Force Majeure this Agreement shall remain in full force and effect but save as otherwise provided herein both Parties' obligations (other than obligations as to payment) shall be suspended without liability for a period equal to the circumstance of Force Majeure provided that:
- (a) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
 - (b) no obligations of either Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure; and
 - (c) the non-performing Party shall use all reasonable efforts to remedy its inability to perform.

15 Insolvency

- 15.1 If an Insolvency Event occurs in respect to the ICP before all of the Contestable Works have been Adopted, all future obligations under this Agreement on the Company shall cease and this Agreement will terminate.

- 15.2 If an Insolvency Event occurs in respect to the Customer before all of the Contestable Works have been Adopted, all future obligations under this Agreement on the Company shall cease and this Agreement shall terminate.

16 Insurance

- 16.1 The ICP shall, from the date of this Agreement until the expiry of the period of 3 years after the Adoption Date (or if more than one, the last Adoption Date), effect and maintain public liability insurance to a minimum level of not less than £5,000,000 per event.
- 16.2 As and when reasonably required by the Company, the ICP shall produce for inspection satisfactory documentary evidence that the insurance effected by it pursuant to clause 16.1 is being properly maintained and confirm that payment has been made in respect of the immediately preceding premium due under it.

17 Intellectual Property

- 17.1 Insofar as the Intellectual Property Rights existing in respect of anything used in or required for the ICP's Contestable Works or their operation, repair, maintenance or replacement are vested in the ICP, the ICP grants to the Company a royalty-free, non-exclusive and irrevocable licence to use, reproduce, modify, adapt and translate any of the works, designs or inventions incorporated in anything used or required as aforesaid for all purposes relating to the Company's Distribution System.
- 17.2 The ICP warrants that all necessary Intellectual Property Rights will be acquired prior to Adoption.
- 17.3 The ICP indemnifies the Company against all reasonable losses, costs and expenses suffered or incurred by the Company arising out of any claim by any third party that the use by the Company of the licensed intellectual property infringes that third party's rights.
- 17.4 Any licences granted pursuant to clause 17.1 shall not be determined if this Agreement shall for any reason be terminated.

18 Anti-Bribery

- 18.1 The ICP shall comply with all applicable anti-bribery and anti-corruption legislation ("Anti-Bribery Laws") including the Bribery Act 2010 (the "Bribery Act"), as may be amended from time to time.
- 18.2 Throughout the term of this Agreement the ICP shall maintain and enforce its own policies and procedures relating to anti-bribery and anti-corruption (including adequate procedures for the purposes of the Bribery Act) to ensure compliance with all Anti-Bribery Laws. The ICP makes such policies and procedures available on request of the Company. Whether the ICP has 'adequate procedures' shall be determined by reference to section 7(2) of the Bribery Act and any guidance issued under section 9 of the Bribery Act.
- 18.3 The ICP shall procure that all persons associated with the ICP (as defined by section 8 of the Bribery Act) including any subcontractors and suppliers comply with the provisions of this clause 18.
- 18.4 Any breach of this clause 18 shall be deemed a material breach by the ICP of its obligations under this Agreement.

19 Waivers and Variations

- 19.1 No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing nor shall any reasonable delay in exercising any right or remedy by itself constitute a waiver of that right or remedy.
- 19.2 No amendments to this Agreement shall have any effect whatsoever unless made in writing and signed on behalf of both Parties.

20 Termination of Agreement

- 20.1 This Agreement shall terminate upon:
- (a) the Contestable Works not being complete and having passed the Pre-Energisation Commissioning Tests within 1 year of the date of this Agreement; or
 - (b) the expiry or termination of the Connection Offer.
- 20.2 Either Party may terminate this Agreement by written notice to the other in the event that:
- (a) the other Party shall be in material breach of the Agreement and shall have failed to remedy the same within 20 Days after having been served a written notice requiring it to be remedied; or
 - (b) an Insolvency Event occurs in respect to the other Party.
- 20.3 The Company may terminate this Agreement by written notice to the ICP in the event that the ICP fails to make the Contribution Payment to the Company in accordance with clause 13.1.

21 Survival on Termination

- 21.1 Termination of this Agreement shall not affect any rights or obligations which may have accrued prior to and including the date of such termination and shall not affect any rights and obligations of the Parties hereunder which are expressed to survive termination of this Agreement.

22 Disputes

- 22.1 The Parties shall use good faith efforts to utilise the Company's Complaints Procedure to resolve any dispute, claim or proceeding arising out of or relating to this Agreement.
- 22.2 Should the dispute, claim or proceeding referred to in clause 22.1 be in respect to a claim by the ICP that the Company is not meeting its obligations under the Code, then:
- (a) either Party may refer the matter to the Panel established under the Code for its opinion; and
 - (b) failing a resolution of such dispute, claim or proceeding either Party may refer the matter to Ofgem.
- 22.3 Clause 22.2 shall be without prejudice to any rights that the ICP may have to refer any allegations of non-compliance with competition law or licence obligations to Ofgem at any time.
- 22.4 Failing resolution of the dispute, claim or proceeding under clause 22.1 or, where applicable, clause 22.2, the matter shall be referred to the exclusive jurisdiction of the Courts.

23 Notices

- 23.1 Any notice, demand, certificate or other communication required to be given or sent under this Agreement shall be in writing or by email and served personally or by first class post or by email at the address or email address stated in this Agreement or at such other address and email address as may be notified in writing to the other Party expressly for the purpose of service of documents under this Agreement.
- 23.2 A notice or other form of communication shall be deemed to have been served as follows:
- (a) if given or delivered personally, at the time when given or delivered; or
 - (b) if sent by pre-paid first class post, at the expiry of 2 Working Days (meaning all days of the week excluding Saturday and Sunday and any public holidays in England and Wales, or in Scotland, as appropriate) after the document was delivered into the custody of the postal authorities; or
 - (c) if sent by email, upon transmission of a read receipt from the addressee.

- 23.3 In proving service pursuant to clause 23.2 it shall be sufficient for the Party claiming to have given notice to prove that personal delivery was made or that the envelope containing the notice was properly addressed as set out above and delivered into the custody of the postal authorities as a pre-paid first class letter or that the email was sent.

24 Third Party Rights

- 24.1 In the event that this Agreement shall apply in England and Wales, no one other than a Party to this Agreement shall have any right to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 24.2 In the event that this Agreement shall apply in Scotland, no one other than a Party to this Agreement shall have any right to enforce any of its terms, whether under the Contracts (Third Party Rights) (Scotland) Act 2017 or otherwise.

25 Entire Agreement

- 25.1 This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreement or arrangements between the Parties in respect of the subject matter of this Agreement.

26 Counterparts

- 26.1 This Agreement may be entered into in the form of two or more counterparts, each executed by one or more of the Parties but, taken together, executed by all and, provided that all the Parties so enter into this Agreement, each of the executed counterparts, when duly exchanged and delivered, will be deemed to be an original, but, taken together, they will constitute one instrument.

27 Governing Law

- 27.1 This Agreement shall be governed by and constructed in accordance with the Laws of Scotland unless the Agreement applies in England where the Agreement shall be governed by and constructed in accordance with the Laws of England and Wales.
- 27.2 The Parties irrevocably agree that the courts of the Country in which the Contestable Works are undertaken shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

SCHEDULE 2: SPECIMEN NOTICE

NOTICE TO THE COMPANY OF ICP's FORTHCOMING PRE-ENERGISATION COMMISSIONING TESTS

1. Project Details

1.1. Site:	[Site name and address]
1.2. Project Reference:	[SSEN Job Number]
1.3. Contestable Works (or Section) to be tested:	[Description of Contestable Works (or Section)]
1.4. ICP:	[ICP Company Name]
1.5. Customer:	[Customer Company Name] or [Not Applicable]
1.6. Company:	[Scottish Hydro Electric Power Distribution plc] or [Southern Electric Power Distribution plc]
1.7. Time and Date of Pre-Energisation Commissioning Tests (5 Working Days' notice required):	_____
1.8. Contact Details of ICP's Representative:	_____

Note: The ICP's Representative shall enter the Time and Date of Pre-Energisation Commissioning Tests in paragraph 1.7 of this notice, and they shall enter their Contact Details (name, address, and telephone number) in paragraph 1.8 of this notice.

2. ICP's Acknowledgement

Pursuant to clause 9.1 of the "Agreement relating to the Design, Supply, Installation, Commissioning and Adoption of Electricity Connection and Distribution Equipment" between (1) the Company and (2) the ICP in respect to the Site ("the Agreement"), the ICP hereby confirms that:

- 2.1. the Contestable Works (or Section) referred to in paragraph 1.3 of this notice have been completed to the extent necessary;
- 2.2. the Contestable Works (or Section) are to undergo Pre-Energisation Commissioning Tests on the time and date stated in paragraph of this notice; and
- 2.3. pursuant to clause 9.1 of the Agreement, the Company is hereby invited to attend Pre-Energisation Commissioning Tests for the purposes of witnessing the Tests. If the Company wishes to attend the Tests, the Company's Engineer shall contact the ICP's Representative stated in paragraph 1.8 of this notice.

Signed for and on behalf of the ICP: **[ICP COMPANY NAME]**

Signature: _____

Name of ICP's Representative: _____

Designation: _____

Time: _____

Date: _____

SCHEDULE 3: SPECIMEN COMPLETION CERTIFICATE

1. Project Details

1.1. Site:	[Site name and address]
1.2. Project Reference:	[SSEN Job Number]
1.3. Contestable Works (or Section) for Adoption:	[Description of Contestable Works (or Section)]
1.4. ICP:	[ICP Company Name]
1.5. Customer:	[Customer Company Name] or [Not Applicable]
1.6. Company:	[Scottish Hydro Electric Power Distribution plc] or [Southern Electric Power Distribution plc]
1.7. Date of requested Energisation:	_____
1.8. Description of Apparatus for Adoption:	[Description of Apparatus]
1.9. ICP's Drawing and Schedule No's:	[ICP's drawing numbers and other documentation reference numbers]
1.10. Details of Pre-Energisation Commissioning Tests:	_____

2. Company's Acknowledgement

- 2.1. Pursuant to clause 9.2 of the Agreement Relating to the Design, Supply, Installation, Commissioning and Adoption of Electricity Connection and Distribution Equipment between (1) the Company and (2) the ICP in respect to the Site ("the Agreement"), the Company hereby acknowledges the ICP's confirmation that the Contestable Works (or Section) described above are complete and have passed the Pre-Energisation Commissioning Tests.
- 2.2. Upon the ICP's countersignature of this Completion Certificate, the Company agrees to Adopt the Contestable Works (or Section) referred to therein and an absolute unencumbered title to the Contestable Works (or Section) and all materials therein, shall automatically transfer to the Company.
- 2.3. Following Adoption, the Contestable Works (or Section) referred to therein and in accordance with clause 9.9 of the Agreement, the Company shall carry out and complete the Post-Energisation Commissioning tests.
- 2.4. In accordance with clause 9.10 of the Agreement, the Company shall notify the ICP in writing of any defects in the Adopted Contestable Works that result in failure of the Post-Energisation Commissioning Tests. The Company shall be responsible for remedial work required to remedying such defects and the ICP shall reimburse the reasonable cost of such remedial works undertaken by the Company.

Signed for and on behalf of the
Company:

[SCOTTISH HYDRO ELECTRIC POWER DISTRIBUTION PLC]
OR [SOUTHERN ELECTRIC POWER DISTRIBUTION PLC]

Signature:

Name of Company's
Representative:

Designation:

Time:

Date:

3. ICP's Acknowledgement

- 3.1. The Contestable Works (or Section) indicated in paragraph 1.3 of this Completion Certificate have been completed;
- 3.2. Pursuant to clause 9.2 of the Adoption Agreement, the ICP hereby certifies that in their opinion the Contestable Works (or Section) described above are complete and have passed the Pre-Energisation Commissioning Tests to their satisfaction (except in minor respects which in their opinion does not affect their use for the purpose for which they were intended) and as a result, in accordance with that clause 9.2:
- (a) there are no outstanding debts or reservation of title in respect of those Contestable Works (or Section);
 - (b) an absolute unencumbered title to all of those Contestable Works (or Section) and all the materials forming part thereof will automatically transfer to the Company upon the date hereof;
 - (c) the Contestable Works (or Section) referred to in paragraph 1.3 of this Completion Certificate conform to the design, standards and specification required in the Agreement and are safe to Energise;
 - (d) the as installed records, drawings, and Pre-Energisation Commissioning Test results for those Contestable Works (or Section) have been supplied to the Company, as per paragraphs 1.9 and 1.10 of this Completion Certificate and to the relevant standards applicable to them;
 - (e) all joints and terminations for those Contestable Works (or Section) have been made by competent persons;
 - (f) all persons at the Site have been informed that the Plant Electric Lines and Apparatus relating to this Completion Certificate are to be Energised and all such persons have withdrawn;
 - (g) for all Contestable Works (or Section) in, under, over or through the public highway, all necessary Street Work Licences have been obtained and copies have been provided to the Company;
 - (h) the Apparatus described in paragraph 1.8 of this Completion Certificate is to be regarded as being live from now, at _____ (time) on ___/___/_____ (date) and is now under the direct control of the Company; and
 - (i) no further work will be done on the Apparatus after the date stated in paragraph 1.7 of this Completion Certificate unless the person in charge of such work is given written authorisation by the Company. We hereby confirm that all staff, labour and engineering resources in the ICP's and Customer's charge have been duly warned of the above.

Signed for and on behalf of the ICP: **[ICP COMPANY NAME]**

Signature: _____

Name of ICP's Representative: _____

Designation: _____

Time: _____

Date: _____

SCHEDULE 4: REGISTRATION AND SUPPLY

1. The Parties to the Agreement acknowledge that the Agreement covers Connection only. The Agreement does not provide for the installation of meters, nor does it permit the Energisation of any Exit Point or Entry Point.
2. No Party shall Energise an Exit Point or an Entry Point unless they are acting on behalf of and have received an appropriate instruction from the Supplier Registered to that Exit Point or Entry Point.
3. No Party shall Energise or permit to be Energised any Exit Point or Exit Point on any Contestable Works prior to the Adoption Date.
4. The Parties acknowledge that it is the responsibility of the Customer, or where appropriate the End Consumer, to appoint the Supplier.
5. The Parties acknowledge that, in order for a Supplier to Register an Exit Point or an Entry Point, a Supply Number must be issued.
6. The Parties acknowledge that, in order for an Exit Point or an Entry Point to be Energised, an electricity meter must also be installed. Only a Meter Operator may install the meter.
7. The Supplier will normally appoint the Meter Operator, but where the meter is to be Half Hourly the Meter Operator may be appointed by the Customer or, where appropriate, the End Consumer.
8. The ICP shall provide, or shall procure that the Customer shall provide, the Company with the addresses of all the Exit Points and/or Entry Points from the Contestable Works and sufficient information about each Exit Point and/or Entry Point to allocate an LLFC (e.g., Voltage, No. of Phases, CT information, type of property (Domestic/Industrial/Commercial) and whether the information relates to an Exit Point or an Entry Point).
9. Within 5 Working Days of the execution of this Agreement, the Company shall allocate a Supply Number and LLFC to each of the Exit Points and/or Entry Points as notified to the Company in accordance with paragraph 8 and shall provide the relevant Supply Number(s) to the Customer or the ICP, as appropriate.
10. Within 5 Working Days of any further request from the Customer, the Company shall allocate a Supply Number and LLFC to each of the Exit Points and/or Entry Points requested and shall provide the Supply Number(s) to the Customer or the ICP, as appropriate.
11. Where the End Consumer is not the ICP, the ICP shall procure that the Customer provides this information to the End Consumer(s).
12. The ICP shall inform, or shall procure that the Customer shall inform, the End Consumer(s) that in order to receive a supply of electricity they need to appoint a Supplier.