

## DRAFT – SUBJECT TO CONTRACT

### Self Inspection Extension of Contestability Agreement

This Self Inspection Extension of Contestability Agreement is dated [insert] and made between:

- (1) Western Power Distribution [(South West)/(South Wales)/(East Midlands)/(West Midlands)]\* plc (company number: 02366894/02366985/ 02366923/ 03600574\*) whose registered office is at Avonbank, Feeder Rd, Bristol BS2 0TB (“WPD”); and
- (2) [Company name] (company number:[Company number]) whose registered office is at [address] (the “Connection Provider”).

#### Background

- (A) WPD and the Connection Provider have entered into a framework agreement dated [insert] (the “Framework Agreement”).
- (B) As part of WPD's commitment to the development and facilitation of competition in connections WPD has invited the Connection Provider to take part in this Extension of Contestability Initiative (as defined below in clause 1.2).
- (C) The Connection Provider has agreed to take part in this Extension of Contestability Initiative on the terms and conditions set out in this Self Inspection EOC Agreement (as defined below in clause 1.2).

It is agreed as follows:

#### 1. Definitions and interpretation

- 1.1 The terms of this Self Inspection EOC Agreement shall be deemed to be incorporated into and form part of the Framework Agreement for the duration of this Self Inspection EOC Agreement. In the event of any conflict between this Self Inspection EOC Agreement and the Framework Agreement, the terms of this Self Inspection EOC Agreement shall prevail over the conflicting terms of the Framework Agreement solely in respect of the subject matter of this Self Inspection EOC Agreement.
- 1.2 In this Self Inspection EOC Agreement, terms have the meanings given to them in the Framework Agreement unless the context requires otherwise and in addition the following definitions shall apply:

**"Activities"** the activities listed in the inspection regime table contained in the Operating Manual which it is indicated in Schedule S11 will be carried out by the Connection Provider;

**"Authorised"** a representative of the Connection

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\* delete as appropriate

## DRAFT – SUBJECT TO CONTRACT

<b>"Representative"</b>	Provider who is sufficiently skilled, trained, qualified and experienced to carry out the Self Inspection Services;
<b>"Competent"</b>	deemed sufficiently competent and skilled to carry out the Self Inspection Services including (but not limited to) having achieved all necessary accreditations and/or certifications under the NERS;
<b>"Extension of Contestability Initiative"</b>	WPD permitting the Connection Provider to independently carry out the Self Inspection Services of those Contestable Assets which are to be Adopted by WPD in accordance with the Framework Agreement;
<b>"Indemnified Party"</b>	WPD, any company in the WPD Group and any of their respective servants and agents;
<b>"NERS"</b>	the Lloyds National Electricity Registration Scheme;
<b>"Operating Manual"</b>	Standard Technique ST:NC2N, as published by WPD and updated from time to time;
<b>"Self Inspection EOC Agreement"</b>	this extension of contestability agreement (including any schedules to it) between WPD and the Connection Provider;
<b>"Self Inspection EOC Commencement Date"</b>	the date specified on the front sheet of this Self Inspection EOC Agreement; and
<b>"Self Inspection Services"</b>	all such supervision, checks and inspections of the Connection Provider's own performance of the Activities which are necessary to ensure that such Activities have been performed in accordance with NERS, the relevant Policies, relevant Standard Techniques, Applicable Legislation and Good Industry Practice.

- 1.3 In this Self Inspection EOC Agreement, unless the context requires otherwise, the principles of interpretation set out in clause 1.2 of the Framework Agreement shall apply.

## **DRAFT – SUBJECT TO CONTRACT**

1.4 Save for clause 4.3, the terms set out below apply solely in respect of this Self Inspection EOC Agreement for the duration of this Self Inspection EOC Agreement.

1.5 This Self Inspection EOC Agreement and (to the extent that it applies to this Self Inspection EOC Agreement) the Framework Agreement set out the entire agreement and understanding between the parties in respect of the subject matter of this Self Inspection EOC Agreement.

### **2. Term**

This Self Inspection EOC Agreement shall be deemed to have commenced on the Self Inspection EOC Commencement Date and shall continue until terminated in accordance with its terms.

### **3. Self Inspection Services**

3.1 From the Self Inspection EOC Commencement Date, the Connection Provider shall carry out the Self Inspection Services.

3.2 The Connection Provider shall ensure that all Self Inspection Services are at all times carried out:

- (a) by an Authorised Representative;
- (b) with all reasonable care and skill;
- (c) in accordance with:
  - (i) the Operating Manual;
  - (ii) the relevant Policies;
  - (iii) the relevant Standard Techniques; and
  - (iv) Good Industry Practice.

3.3 The provisions of the Operating Manual shall govern:

- (a) the measurement of the Connection Provider's performance of the Self Inspection Services; and
- (b) WPD's supervision of such performance,

save that in the event of any conflict or inconsistency between the provisions of this Self Inspection EOC Agreement and the Operating Manual, this Self Inspection EOC Agreement shall prevail.

### **4. Obligations of the Connection Provider**

## **DRAFT – SUBJECT TO CONTRACT**

- 4.1 The Connection Provider shall ensure that the Authorised Representative is Competent.
- 4.2 The Connection Provider acknowledges that WPD shall not be responsible for any loss or damage arising out of or in connection with any breach by the Connection Provider of its obligations in relation to:
- (a) the Activities; or
  - (b) the Self Inspection Services.
- 4.3 From the Self Inspection EOC Commencement Date, the Defects Correction Period for all Contestable Connection Works (both excavation works and all other works) carried out by the Connection Provider shall be the period set out in the Operating Manual from time to time. This clause 4.3 shall continue in force notwithstanding any subsequent suspension or termination of this Self Inspection EOC Agreement for any reason.
5. **Liability and remedies**
- 5.1 Subject to sub-clause 23.1 of the Framework Agreement, WPD's liability under this Self Inspection EOC Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed £5,000 (five thousand pounds) per event or series of connected events.
- 5.2 Notwithstanding sub-clause 23.8 of the Framework Agreement, the Connection Provider accepts unlimited liability for and shall indemnify the Indemnified Parties and keep them indemnified against any fine, penalty, charge or similar sum claimed by a regulatory body (and all associated legal costs incurred) from an Indemnified Party due to Self Inspection EOC Default by the Connection Provider under this Self Inspection EOC Agreement.
- 5.3 The Connection Provider will not be liable for loss or damage arising from WPD's negligence or WPD's wilful failure to fulfil its responsibilities under this Self Inspection EOC Agreement.
- 5.4 Subject to sub-clause 23.1 of the Framework Agreement and clause 5.3 of this Self Inspection EOC Agreement, the Connection Provider shall indemnify each Indemnified Party and keep each Indemnified Party indemnified fully at all times against all demands, damages, losses, costs (including reasonable legal costs), expenses and charges arising from:
- (a) damage to the property of an Indemnified Party;
  - (b) death or personal injury of any person; and
  - (c) all claims by third parties,

## **DRAFT – SUBJECT TO CONTRACT**

caused by or attributable to any act or omission by the Connection Provider in relation to this Self Inspection EOC Agreement.

- 5.5 The Connection Provider undertakes and agrees to take out and maintain all necessary insurance cover in full force and effect at its own cost with an insurance office of repute to cover its liabilities under this Self Inspection EOC Agreement to the extent as would be reasonably expected.
- 5.6 The Connection Provider shall produce at WPD's reasonable request a copy of the insurance policy or policies relating to this Self Inspection EOC Agreement and the relevant renewal receipts for inspection by WPD.
- 5.7 The sum insured shall not be less than £5,000,000 for any one event or series of connected events. The Connection Provider shall not self-insure its liabilities under this Self Inspection EOC Agreement without the written consent of WPD.

### **6. Force Majeure**

- 6.1 If either party is affected by an Event of Force Majeure, the affected party shall immediately give the other party written notification of the nature and extent of the Event of Force Majeure and the parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.
- 6.2 If the Connection Provider is affected by an Event of Force Majeure and the written notice in relation to the Event of Force Majeure has not been withdrawn within 7 days, WPD may terminate this Self Inspection EOC Agreement with immediate effect by serving a written notice on the Connection Provider. The service of such notice shall be without prejudice to any rights or obligations which have accrued prior to termination.

### **7. Termination**

- 7.1 Without prejudice to any right or remedy either party may have against the other for breach or non-performance of this Self Inspection EOC Agreement, either party may, with immediate effect by notice in writing to the other, terminate this Self Inspection EOC Agreement on or at any time after the happening of any of the following events:
- (a) on the occurrence of any one or more of the events set out in sub-clauses 33.3(b) to 33.3(h) of the Framework Agreement;
  - (b) on the party for any reason whatsoever being substantially prevented from performing or becoming unable to perform its obligations.
- 7.2 Without prejudice to any other right or remedy which it may have, WPD may by notice in writing immediately terminate this Self Inspection EOC Agreement if:

## **DRAFT – SUBJECT TO CONTRACT**

- (a) any event occurs, or circumstances arise which, in the reasonable opinion of WPD, make it no longer commercially desirable for WPD to continue with the Self Inspection EOC Agreement; or
- (b) WPD consider termination necessary due to any change in legislation or the conditions of WPD's distribution licence granted pursuant to Section 6(1) (c) of the Electricity Act 1989 or any other legislative requirements.

7.3 Without prejudice to any other right or remedy it may have, WPD shall be entitled to suspend or terminate this Self Inspection EOC Agreement in accordance with the provisions of the Operating Manual.

7.4 Notwithstanding sub-clause 33.1 of the Framework Agreement, the Connection Provider shall be entitled to terminate this Self Inspection EOC Agreement at any time on not less than three (3) months' prior written notice.

### **8. Consequences of termination**

8.1 All rights and obligations of the parties shall cease to have effect immediately upon termination of this Self Inspection EOC Agreement except that termination shall not affect:

- (a) the accrued rights and obligations of the parties at the date of termination; and
- (b) the continued existence and the validity of the rights and obligations of the parties under clauses 4.3, 5, 8, and 10.

8.2 Upon termination of this Self Inspection EOC Agreement by WPD for the Operator's breach of the provisions of this Self Inspection EOC Agreement and/or the Operating Manual or clause 7.3, the Connection Provider shall not be permitted to enter into a new agreement with WPD regarding self-inspection of any of its activities for a period of at least 12 months from the effective date of such termination.

8.3 On termination of this Self Inspection EOC Agreement by either party for any reason, it shall no longer be deemed incorporated into the Framework Agreement.

### **9. Costs and expenses**

Each party shall bear its own costs and expenses incurred in the preparation, execution and implementation of this Self Inspection EOC Agreement.

### **10. Data Protection**

WPD may give the Connection Provider the names and addresses of its employees, agents, contractors and sub-contractors. Where WPD does give the Connection Provider any such information the Connection Provider shall keep such information confidential, shall comply with its obligations under the Data Protection Act 1998 in

**DRAFT – SUBJECT TO CONTRACT**

respect of such information and shall only use it for the purpose of performing its obligations under this Self Inspection EOC Agreement.

**11. Variation**

Notwithstanding clause 36 of the Framework Agreement, the parties shall be entitled to vary Schedule SII to this Self Inspection EOC Agreement by agreeing a new schedule in writing (which shall include agreement by email) and substituting such new schedule for Schedule SII.

**12. Entire Agreement**

Following the Self Inspection EOC Commencement Date the entire agreement clause in the Framework Agreement shall be deemed (without affecting any previously agreed variations which are still in force) to be varied for the duration of this Self Inspection EOC Agreement to include reference to this Self Inspection EOC Agreement and the documents referred to in it forming part of the Framework Agreement. For the duration of this Self Inspection EOC Agreement this Self Inspection EOC Agreement shall be read and construed together with the Framework Agreement. In the event of any conflict between this Self Inspection EOC Agreement and the Framework Agreement, the terms of this Self Inspection EOC Agreement shall prevail over the conflicting terms of the Framework Agreement solely in respect of the subject matter of this Self Inspection EOC Agreement.

**This Self Inspection EOC Agreement** has been signed on the date stated as the "Date of this Agreement" on page 1 of this Self Inspection EOC Agreement.

**SIGNED BY**

Signature.....  
Print Name.....  
Designation.....

For and on behalf of [*name of Connection Provider*]

**SIGNED BY**

Signature.....  
Print Name.....  
Designation.....

For and on behalf of Western Power Distribution [**(South West)/(South Wales)/(East Midlands)/(West Midlands)]\***) plc (company number: **02366894/02366985/ 02366923/03600574\***) whose registered office is at Avonbank, Feeder Rd, Bristol BS2 0TB (“WPD”)

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\* *delete as appropriate*  
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**DRAFT – SUBJECT TO CONTRACT**

**Schedule SI1**

**(Activities)**

<b>Activity</b>	<b>Connection Provider authorised? (Tick)</b>
<b><i>Mains</i></b>	
<i>LV Mains</i>	
<i>HV Mains</i>	
<i>Trenchless</i>	
<i>LV Mains Joints</i>	
<i>LV Terminations</i>	
<i>HV Joints</i>	
<i>HV Terminations</i>	
<i>Pole erection</i>	
<i>Spans of conductor installation</i>	
<i>Final climbing inspection</i>	
<b><i>Services</i></b>	
<i>Service cable installation</i>	
<i>Service Terminations</i>	
<i>Service Flight conductor installation</i>	
<i>Polarity and Loop Impedance Check</i>	
<i>Service Joint</i>	
<b><i>Substations</i></b>	
<i>Foundations/Building</i>	
<i>Electrical Plant</i>	
<i>HV Substation Pre- Commissioning</i>	
<i>HV Operations Pre-commissioning</i>	
<b><i>Final Connections</i></b>	
<i>LV Connection Activity-connection to pre-existing WPD network</i>	
<i>HV Jointing Activity – connection to pre-existing WPD network</i>	
<b><i>EHV Mains UG</i></b>	
<i>33kV Underground cables</i>	
<i>66kV Underground cables</i>	
<i>132kV Underground cables</i>	
<i>All directional drilling (HDD) whether 33kV, 66kV or 132kV.</i>	
<i>33kV Jointing</i>	
<i>33kV Terminations including separable connectors.</i>	
<i>66kV Jointing</i>	
<i>66kV Terminations including separable connectors.</i>	
<i>132kV Jointing</i>	
<i>132kV Terminations including separable connectors.</i>	
<i>Sheath testing of 33kV, 66kV and 132kV cables as per ST: OS10C/2</i>	
<i>Commissioning testing of 33kV, 66kV and 132kV cables as per ST: OS10C/2.</i>	
<i>Pilot Cable</i>	



## DRAFT – SUBJECT TO CONTRACT

<i>[Inspect with power cable]</i>	
<i>Pilot Cable Jointing</i>	
<i>Pilot Cable Terminations</i>	
<b><i>EHV Mains O/H</i></b>	
<i>Have statutory Clearances been maintained?</i>	
<i>Has correct signage been affixed?</i>	
<i>Has Correct ACD's been affixed?</i>	
<i>Has plant and equipment been installed correctly?</i>	
<i>Correct size pole installed and reinstated, in line, in plumb and on twist?</i>	
<i>Correct size conductor installed in line with project plans / instructions?</i>	
<i>Correct stay types been used, at correct stay angle / spread and on line to bisect the angle?</i>	
<i>Has earthing been installed correctly, conductor size and type and readings?</i>	
<i>Have approved materials and suppliers been used?</i>	
<i>Is Phase rotation correct?</i>	
<b><i>EHV Substations – Civil</i></b>	
<i>Switch Room / Control Room Substructure</i>	
<i>Switch Room / Control Room Superstructure</i>	
<i>LV AC (incl heating / lighting / de-humidification)</i>	
<i>Access Road / Hard-standing / Footway</i>	
<i>Substation Compound surfacing and pre-formed cable trenches/ troughs</i>	
<i>Substation Compound Security Fencing and Gates</i>	
<i>Outdoor Terminal Support Structures (inc Foundations)</i>	
<b><i>EHV Substations – Plant</i></b>	
<i>33kV Switchgear (Indoor) – Installation</i>	
<i>33kV Switchgear (Outdoor) – Installation</i>	
<i>33kV Switchgear – Cold Commission Testing</i>	
<i>33kV Switchgear – Local Inter-trip Testing</i>	
<i>33kV Switchgear – Protection Testing</i>	
<i>33kV Switchgear - Remote inter-tripping (inc test/commission Pilot Cable)</i>	
<i>33/11kV Transformer - Installation</i>	
<i>33/11kV Transformer – Tap Change &amp; Controls</i>	
<i>33/11kV Transformer – Testing Alarms &amp; Trips</i>	
<i>33/11kV Transformer – Pre-energisation Oil Sampling</i>	
<i>66kV Switchgear – Installation</i>	
<i>66kV Switchgear - Cold Commission Testing</i>	
<i>66kV Switchgear - Protection Testing</i>	
<i>66kV Switchgear - Local Inter-trip Testing</i>	
<i>66kV Switchgear – Remote inter-tripping (inc test/commission Pilot Cable)</i>	
<i>66/33kV or 66/11kV Transformer - Installation</i>	
<i>66/33kV or 66/11kV Transformer - Tap Change &amp; Controls</i>	
<i>66/33kV or 66/11kV Transformer - Testing Alarms &amp; Trips</i>	
<i>66/33kV or 66/11kV Transformer - Pre-energisation Oil Sampling</i>	
<i>132kV Switchgear – Installation</i>	
<i>132kV Switchgear - Cold Commission Testing</i>	
<i>132kV Switchgear - Protection Testing</i>	
<i>132kV Switchgear - Local Inter-trip Testing</i>	

**DRAFT – SUBJECT TO CONTRACT**

<i>132kV Switchgear - Remote inter-tripping (inc test/commission Pilot Cable)</i>	
<i>132/33kV or 132/11kV Transformer - Installation</i>	
<i>132/33kV or 132/11kV Transformer - Tap Change &amp; Controls</i>	
<i>132/33kV or 132/11kV Transformer - Testing Alarms &amp; Trips</i>	
<i>132/33kV or 132/11kV Transformer - Pre-energisation Oil Sampling</i>	
<i>110V Battery System</i>	
<i>33kV Fault Thrower</i>	
<i>Earthing System – Installation</i>	
<i>Earthing System - Testing</i>	
<b><i>Associated 11kV Primary Switchgear</i></b>	
<i>11kV Primary Switchgear – Installation</i>	
<i>11kV Primary Switchgear – Cold Commission Testing</i>	
<i>11kV Primary Switchgear – Local Inter-trip Testing</i>	
<i>11kV Primary Switchgear – Protection Testing</i>	
<i>11kV Primary Switchgear - Remote inter-tripping (inc test/commission Pilot Cable)</i>	