

## **Company Directive**

### **STANDARD TECHNIQUE: NC2G/4**

#### **Relating to Network Access and Adoption Agreements**

##### **Policy Summary**

This document describes the procedure for implementing an agreement relating to a Framework Network Access and Adoption Agreement where a customer decides to carry out contestable work using an Independent Connection Provider instead of WPD.

It should be read in conjunction with POL: NC2 which provides an overview of the New Connections procedure.

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**Implementation Date:** September 2018

**Approved by:**



**Connection Policy Manager**

**Date:**

11<sup>th</sup> September 2018

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## **IMPLEMENTATION PLAN**

### **Introduction**

This Standard Technique has been amended to reflect how ICP adoptable assets can be identified where defects or failures are found on site after scheme completion.

### **Main Changes**

The old Section 5 Retention of Information has been removed.

Clarification provided on how to identify the asset installer.

### **Impact of Changes**

The process for the recording of information has been transferred to ST: NC2M.

5.3 and 5.4 where a fault or defect is found, guidance has been provided on how to determine who installed the asset.

5.9 Information on where to find guidance on the claims process has been added.

The changes in this document provide additional clarification and guidance there is no change to existing Policy.

### **Implementation Actions**

This process shall be implemented immediately.

### **Implementation Timetable**

This policy shall be implemented September 2018.

## REVISION HISTORY

Revision Document & Review Table		
Date	Comment	Author
03/ 09 /2018	<ul style="list-style-type: none"> <li>• Old Section 5 transferred to ST: NC2M</li> <li>• Clarification provided on the process to be followed for assets that fail following adoption or are found to be non-compliant</li> </ul>	Paul B Smith
21/12/2016	<ul style="list-style-type: none"> <li>• This document has been reviewed and in 4.2 an additional paragraph has been added to remind planners to issue the site specific agreement following receipt of the Acceptance</li> </ul>	Paul B Smith
12/05/2015	<ul style="list-style-type: none"> <li>• 4.2 texts added for the use of the E- Signature process.</li> </ul>	Paul B Smith
20/03/2015	<ul style="list-style-type: none"> <li>• This document has been changed to reflect the introduction of the Framework Network Access and Adoption Agreement, including the introduction of Schedule 2 and the Extension of Contestability elements.</li> </ul>	Paul B Smith
20/08/2014	<ul style="list-style-type: none"> <li>• This document has been reviewed, with minor changes made that do not affect the application of this Standard Technique.</li> </ul>	Paul B Smith
03/02/2014	<ul style="list-style-type: none"> <li>• Amendments have been made to reflect the introduction of the Network Access and Adoption Agreement including the process to be followed for the use of a Site Specific Agreement.</li> </ul>	Paul B Smith

## **1.0 INTRODUCTION**

- 1.1 This document describes the procedure for implementing a framework agreement relating to Network Access and Adoption where a customer decides to carry out contestable work using an Independent Connection Provider (ICP) instead of WPD (the “Framework Network Access and Adoption Agreement”).
- 1.2 It should be read in conjunction with POL: NC2 which provides an overview of the New Connections procedure.
- 1.3 WPD’s current Framework Network Access and Adoption Agreement may be found on the Newcon shared area under Newcon/CIC/WPD FNA & AA.

## **2.0 BASIC REQUIREMENTS**

- 2.1 Under Competition in Connection a Customer or their appointed ICP may carry out some or all of the Contestable Works. Where the ICP provides WPD with suitable evidence of its ability to carry out the Contestable Works a Framework Network Access and Adoption Agreement shall be prepared to formalize the arrangement.
- 2.2 The FNA & AA sets out the rights and obligations of the ICP undertaking the Contestable Work and WPD. It specifies the terms and conditions that must be met by the ICP before the assets can be transferred to WPD and become part of the Distribution System.
- 2.3 The FNA & AA deals with; easements and consents; information and documentation; design (where appropriate); construction and installation; commissioning and completion; insurances; liabilities and warranties.
- 2.4 It is essential that all parties agree and sign up to the terms of the FNA & AA before any of the Contestable Work is undertaken by the ICP.
- 2.5 The FNA & AA is a bilateral agreement between WPD and the ICP appointed to carry out the Contestable Work.
- 2.6 The ICP should be advised that the FNA & AA relates only to the assets that will become part of the WPD Distribution System. WPD must be satisfied that these assets meet WPD specifications for materials and are installed correctly.
- 2.7 Where the ICP carries out works in the public highway, they shall take responsibility for making arrangements with the relevant Street Authorities. The ICP shall not operate under any WPD licences and neither shall WPD give notices on behalf of the ICP under the New Roads and Streetworks Act.
- 2.8 The FNA & AA is not required for simple civil activities such as trenching, duct laying and pole hole digging.

### **Extension of Contestability**

- 2.9 As part of WPD's commitment to the continued development and facilitation of competition in the connections market, WPD may, from time to time, invite the ICP to take part in an Extension of Contestability Initiative.
- 2.10 Schedule 2 shall contain each Extension of Contestability Initiative. An ICP can participate in as many or as few extensions as their business model requires.
- 2.11 Any Extension of Contestability Initiative shall be managed by the Connection Policy Team. Network Services Teams shall confirm that ICP's have an agreement to undertake specific work that is covered by any Initiative, or a permanent Agreement before work starts. Up to date information can be accessed as detailed in 1.3 above.
- 2.12 Existing ICP's who have signed the NA & AA can continue to work to the existing agreement however, where an ICP intends to participate in a specific Extension of Contestability they will be required to sign and work to the FNA & AA.  
An ICP can only work to the NA & AA or the FNA & AA, not both.

## **3.0 NETWORK ACCESS AND ADOPTION AGREEMENT**

- 3.1 The FNA & AA is a framework agreement. This agreement governs the overall relationship of the parties and applies to any contestable connection works which the ICP undertakes for adoption by WPD during the term of the agreement. This is a bilateral agreement between WPD and the ICP; there will not be a requirement for the customer to be a signatory to this agreement. The Connection Policy Team will make arrangements centrally for the agreement to be signed and stored. A Site Specific Agreement will be required for the connection, it is envisaged that the general form should not change. Any request from a Customer or ICP for a change to the general form should be resisted and if agreement is not obtained the matter must then be referred to Connection Policy.
- 3.2 The Framework Network Access and Adoption Agreement shall comprise;
- i) the Recitals and
  - ii) the Schedules;
    - Schedule 1 - The Site Specific Agreement, which shall comprise;
      - Schedule A - the Specification;
      - Schedule B - a description of WPD's Works;
      - Schedule C - a description of the Contestable Connection Works;
      - Schedule D - specification of Land Rights;
      - Schedule E - payment and performance details;
      - Schedule F - the Site Plan.
    - Schedule 2 – The Extension of Contestability (E o C), which shall comprise;
      - Schedule E o C Keys
      - Schedule E o C etc.

## 4.0 ADOPTION PROCESS

- 4.1 The planner shall confirm that the ICP is a signatory to the FNA & AA or the NA&AA (this is available on the Newcon shared area at Newcon/CIC/WPD FNA&AA). If neither Agreement is in place then one needs to be set up with the Connections Policy Section. Once the FNA & AA is confirmed as being in place then the planner can send out the Site Specific Agreement immediately following receipt of acceptance of the Connection Offer.
- 4.2 The Agreement shall be issued in order to ensure it is in place prior to the works taking place. The Schedule has been amended to ensure that any variation under the final approved design will take precedence.
- 4.3 A process is now available to allow the acceptance of electronic copies of ICP signed Site Specific Agreements as an alternative to hardcopy signed agreements. The detailed process contained in Section 9 of ST: NC1G shall be followed whenever this option is used.
- 4.4 When the Site Specific Agreement has been returned and signed by the ICP it should be counter-signed by a responsible person within the Network Services' Team, generally the Distribution Manager. The ICP copy should be sent back for their retention and the original WPD copy forwarded for safe keeping (in electronic form for storage in Fortis scan station) via email to the appropriate Connection Policy mailbox;

For South Wales and South West: [wpdconnections@westernpower.co.uk](mailto:wpdconnections@westernpower.co.uk)

For the Midlands: [wpdconnectionpolmids@westernpower.co.uk](mailto:wpdconnectionpolmids@westernpower.co.uk)

The Network Services Team should keep a copy for reference.

- 4.5 Prior to requesting permission from WPD to make a connection to WPD's existing Distribution System, the ICP shall confirm that all its obligations under the FNA & AA have been complied with.
- 4.6 Adoption of assets will take place after the connection has been made and energised.
- 4.7 Adoption will be incremental in order to ensure security of supply for those customers already connected, i.e. if connections have already been successfully adopted but a subsequent connection is rejected the rejection will not affect the status of the connections that have previously been adopted.
- 4.8 Before adopting the assets WPD must be satisfied the commissioning tests have been carried out satisfactorily and have received a Notice of Completion from the ICP. A Completion Certificate acknowledging adoption of the assets shall be completed by WPD and given to the ICP. The exact process shall be governed by the FNA & AA.
- 4.9 Adoption shall not take place unless title of land and legal permissions are vested with WPD and as-laid plans are received.

## **5.0 POST ADOPTION FAILURE OF ASSETS**

- 5.1 The ICP shall be required to maintain public liability insurance from the date of the FNA & AA until the expiry of 2 years after the last adoption date.
- 5.2 The use of a bond provided by the ICP will not normally be appropriate. If however, WPD is particularly concerned over an ICP's credit worthiness or the likelihood of their subsequent liquidation advice should first be sought from Connection Policy.
- 5.3 In the event of a fault or an issue is found with the installed assets on the Distribution System, information relating to the installer can be recovered by interrogating the asset information held on the EMU Mapping System.
- 5.4 The asset will have the following information recorded on the map: The letters CIC with the Crown reference number and the date that the asset was installed i.e. CIC 1234567/03/2018.  
Asset information relating to un-metered connections is obtained by clicking on the service joint.
- 5.5 If the fault is subsequently identified as being on part of the Distribution System that has been adopted and there is no evidence to suggest damage has been caused by a third party, WPD may be able to make a claim against the ICP for costs incurred in repairing or replacing the asset in question.
- 5.6 Where a repair or corrective work is undertaken by WPD, photographic and documental evidence shall be collected and clearly recorded on the 'Report of ICP/IDNO Defect Fault' form. This document can be accessed by following the guidance in 6.8. Any physical evidence shall be stored locally for future reference.
- 5.7 If the failure of the asset does not endanger safety, leave consumers off supply, or immediately threaten the security of the Distribution System, the ICP may be given the opportunity to remedy the fault within a reasonable period.
- 5.8 Where the issue is safety related e.g. reverse polarity, WPD shall resolve the issue and in addition to the requirements of 5.9 send a separate report with photographic evidence to: [wpdsafetyhelpline@westernpower.co.uk](mailto:wpdsafetyhelpline@westernpower.co.uk) for the attention of the Safety Manager.
- 5.9 When an issue with an asset installed by an ICP has been repaired by WPD a copy of all documentation, photographic evidence, etc. should be submitted to the Claims Team.  
Detailed guidance can be accessed from the [NS inspectors manual.pdf](#)

## **APPENDIX A**

### **SUPERSEDED DOCUMENTS**

This document supersedes ST:NC2G/3 dated March 2015 which has now been withdrawn.

## **APPENDIX B**

### **ANCILLARY DOCUMENTS**

The Electricity Act 1989 as amended by the Utilities Act 2000  
The Electricity (Connection Charges) Regulations 2002  
The Electricity Safety Quality and Continuity Regulations 2003  
Western Power Distribution (South West) plc's Distribution Licence  
Western Power Distribution (South Wales) plc's Distribution Licence  
Western Power Distribution (East Midlands) plc's Distribution Licence  
Western Power Distribution (West Midlands) plc's Distribution Licence  
Statement of Methodology and Charges for Connection to Western Power Distribution (South West) plc's Electricity Distribution System;  
Statement of Methodology and Charges for Connection to Western Power Distribution (South Wales) plc's Electricity Distribution System;  
Statement of Methodology and Charges for Connection to Western Power Distribution (East Midlands) plc's Electricity Distribution System;  
Statement of Methodology and Charges for Connection to Western Power Distribution (West Midlands) plc's Electricity Distribution System  
POL HS9 and associated STs - CDM Regulations  
POL: NC2 New Connections

## **APPENDIX C**

### **REVIEW DATE**

This policy shall be next reviewed in December 2019.

## **APPENDIX D**

### **KEY WORDS**

Network Access and Adoption Agreement, Connection Offer, ICP, Inspection, Specification, Defect.