

Company Directive

STANDARD TECHNIQUE: NC2G/3

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.

Author: Paul B Smith

Implementation Date: March 2015

Approved by:



Policy Manager

Date:

23 March 2015

IMPLEMENTATION PLAN

Introduction

The Framework Network Access and Adoption Agreement (FNA & AA) contain a Site Specific Agreement it is critical that the document is sent immediately following acceptance.

Main Changes

- 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.

Impact of Changes

There has not been any change to existing company policy the document clarifies and confirms existing company policy.

Implementation Actions

This process shall be implemented immediately.

Implementation Timetable

This policy shall be implemented December 2016.

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Document Revision & Review Table		
Date	Comments	Author
21/12/2016	<ul style="list-style-type: none"> 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 	Paul B Smith
Date	Comments	Author
12/05/2015	<ul style="list-style-type: none"> 4.2 texts added for the use of the E-Signature process. 	Paul B Smith
Date	Comments	Author
20/03/2015	<ul style="list-style-type: none"> 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. 	Paul B Smith
Date	Comments	Author
20/08/2014	<ul style="list-style-type: none"> This document has been reviewed, with minor changes made that do not affect the application of this Standard Technique. 	Paul B Smith
Date	Comments	Author
03/02/2014	<ul style="list-style-type: none"> 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. 	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 are 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, installation and is 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 are 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 Connection Provider 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 are a framework agreement. This agreement governs the overall relationship of the parties and applies to any contestable connection works which the Connection Provider 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 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
For the Midlands: 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.

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5.0 RETENTION OF INFORMATION

- 5.1 Where an ICP has installed assets adopted by WPD a hand caution symbol ("the ICP hand symbol") will be shown on record maps to indicate the locations where FNA & AA are in force. The ICP hand symbol will identify the extent of the distribution system affected. More than one ICP hand symbol may be necessary to achieve this.
- 5.2 The ICP hand symbol will have the letters 'ICP' and the date of adoption inside the hand. The date being in mmyy notation. The Crown Enquiry reference number will be added below the ICP hand symbol.
- 5.3 All ICP plans and recordings indicating the extent of the adopted assets, the Crown Enquiry reference number and the date of adoption shall be sent to the Mapping Centre.
- 5.4 ICP hand symbols will be removed from the record map after 6 years.

6.0 POST ADOPTION FAILURE OF ASSETS

- 6.1 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.
- 6.2 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.
- 6.3 In the event of a fault on the Distribution System, when consulting the record map, the operative's attention should be drawn to the existence of an ICP hand symbol indicating the presence of assets that have been adopted.
- 6.4 If the fault is subsequently identified as being on part of the Distribution System that has been adopted within the last 2 years and there is no evidence to suggest damage has been caused by a third party, WPD may be able to make a claim on the ICP for costs incurred in repairing or replacing the asset in question.
- 6.5 Photographic and documental evidence should be collected clearly identifying the fault and location of the failed asset. An Asset Failure Form should also be completed.
- 6.6 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.
- 6.7 Failures requiring immediate repair or replacement shall be carried out by WPD and a record of the work carried out and the cost shall be kept.
- 6.8 Where the ICP does not effect a remedy and no bond is in place the documented evidence shall be passed to the Claims Team for processing. If a bond is in place WPD may draw down an amount from the bond to recover the costs of repair.

- 6.9 A copy of all documentation, photographic evidence, etc. should be passed on to Connection Policy for collation purposes. The provision of information will allow Policy to build a picture of an individual ICP's performance across its licensed areas and will strengthen any case for increasing inspections or questioning accreditation status. The above information should be sent in an electronic format to the address provided in section 4.2.

APPENDIX A

SUPERSEDED DOCUMENTS

This document supersedes ST: NC2G/2 dated May 2015 which must now be 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.