

AGREEMENT FOR THE PROVISION OF JOINTING SERVICES

between

SOUTHERN ELECTRIC POWER DISTRIBUTION PLC

and

[Name of Customer]

Distribution System

has the meaning given to “licensee’s distribution system” in the Company’s distribution licence granted under section 6(1)(c) of the Electricity Act 1989;

Force Majeure Event

means any act, event or circumstances beyond the control of a Party including those which arises from or are attributable to:

- (a) a System Emergency;
- (b) fire, flood, explosion, earthquake, storm or other natural disaster;
- (b) civil commotion, hostilities (whether war is declared or not), sabotage, terrorist attack, chemical, biological or nuclear contamination;
- (c) the acts of any public authority or imposition of any government sanction, embargo or similar action;
- (d) compliance with any law, judgment, order or decree;
- (e) any labour dispute or strike; or
- (f) the existence and/or effects of an event qualifying as an emergency within the meaning of Part 2 of the Civil Contingencies Act 2004;

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;

Low Voltage

has the meaning given to it in the Electricity Safety, Quality and Continuity Regulations 2002;

Service Line

has the meaning given to it in the Electricity Safety, Quality and Continuity Regulations 2002;

Standard Working Hours

means 08.00 – 17.00 hours on a Working Day;

Street Electrical Fixture	has the meaning given to it in the Electricity Safety, Quality and Continuity Regulations 2002;
Subcontractor	means a party who is appointed by the Company to carry out all or part of the Jointing Services;
System Emergency	means an event on the Company's Distribution System or the distribution system of another distributor which requires the Company (after being requested to do so and/or acting in accordance with Good Industry Practice) to divert resources (whether economic, technical, personnel or otherwise) for the duration of that event in order to allow the Company or another distributor (as the case may be) to deal with or respond to that event in accordance with Good Industry Practice;
Working Day	means any day, other than a Saturday, a Sunday, Christmas Day, Good Friday, a day which is a bank holiday in Scotland within the meaning of the Banking and Financial Dealings Act 1971 or a day (a) which is a local holiday in the locality in which either Party has its head office for the time being and (b) in which the premises at which the head office of that Party is situated is not open for business;
Works	means the permanent or temporary connection, reconnection or extension of Low Voltage Service Lines to Street Electrical Fixtures.

2. Interpretation

In this Agreement:

- 2.1 any term importing one gender shall include any gender;
- 2.2 any term importing the singular includes the plural and vice versa;
- 2.3 the words "includes" and "including" are to be construed without limitation to the generality of the preceding words;

- 2.4 save where the context requires otherwise any reference to a clause or schedule is a reference to a clause or schedule of this Agreement;
- 2.5 headings are for reference only and do not form part of or affect the interpretation of this Agreement; and
- 2.6 any reference to a statute, statutory instrument, regulation, rule or order shall be construed as a reference to them as amended or re-enacted from time to time.

3. Jointing Services

- 3.1 The Jointing Services provided by the Company under this Agreement shall be limited to the permanent or temporary connection, extension or reconnection of Low Voltage Service Lines to Street Electrical Fixtures.
- 3.2 The Company's personnel shall not undertake any other work on behalf of the Customer and the Customer shall not be entitled to direct work instructions to the Company's personnel. Work instructions shall only be issued to the Company's personnel by an appropriately authorised person designated by the Company.
- 3.3 The Customer shall be obliged to provide the Company with a detailed programme (in writing) of the required Jointing Services (the "Work Programme"), detailing the location, extent and technical details (including plans where applicable) of the Jointing Services, not less than 10 Working Days prior to commencement of work by the Company. The Customer shall be obliged to provide such detailed information as the Company may reasonably require to undertake the Jointing Services in accordance with Good Industry Practice.
- 3.4 The Company shall have sole authority to determine the personnel it deploys to undertake the Jointing Services.
- 3.5 The Company shall provide the Jointing Services in Standard Working Hours. If the Customer requires the Jointing Services at any other time, the Company shall advise the Customer of the applicable Charges.
- 3.6 The Company shall provide its personnel with all vehicles, tools and equipment (other than materials) necessary to undertake the Jointing Services.
- 3.7 The Company may, by separate arrangement with the Customer and at additional charge, provide some or all of the materials required to perform the Jointing Services. Unless so arranged, the provision of all materials required to perform the Jointing Services shall be the responsibility of the Customer, without charge to the Company, and shall be to the Company's specifications and standards.
- 3.8 The Customer shall have sole responsibility for obtaining and maintaining in force all necessary consents, licenses and/or permits required for the Works, including the Jointing Services.
- 3.9 The Customer shall be responsible for all excavation, interim and permanent reinstatement required to carry out or in relation to the Jointing Services, including all traffic management provisions and arrangements. Any such

excavation shall be adequate for jointing purposes and for the positive identification of multiple cables, where present.

3.10 The Customer shall be responsible for all liabilities under the New Roads and Street Works Act 1991, Highways Act 1980 and all other legal liabilities associated with activities under its control in carrying out the Jointing Services under this Agreement.

3.11 The Company shall provide the Jointing Services in accordance with Good Industry Practice but shall not be obliged to provide the Customer with any guarantee or other undertaking in relation to the volume of the Jointing Services it shall complete in any period during the term of this Agreement.

4. Health and Safety

4.1 The Customer shall fully comply with its obligations under the Construction (Design and Management) Regulations 2007 and shall be responsible for health and safety matters at the location of the Jointing Services.

4.2 The Company shall retain responsibility for the Distribution System.

4.3 The Company shall ensure that the Jointing Services are carried out in accordance with the Company's policies and procedures and the specifications and standards set out in this Agreement including those set out in Schedule 2 .

4.4 The Company shall provide its personnel with all safety and protective equipment and training necessary to undertake the Jointing Services.

4.5 The Company shall be entitled at its sole discretion to suspend the provision of the Jointing Services if at any time procedures, practices or any other matters related to site management are deemed by the Company to be inconsistent with safe undertaking of the Jointing Services. The Company shall notify the Customer of such suspension and identify the matters of concern to the Customer as soon as reasonably practicable.

4.6 The Customer shall be obliged to rectify any conditions which are unsafe or otherwise inappropriate, including those notified by the Company. Where the Jointing Services have been suspended by the Company, the Customer shall be obliged to notify the Company of the rectification of the matters identified by the Company in relation to the suspension. The Company shall not be obliged to restart the Jointing Services until it is satisfied that rectification has been completed.

5. Term

5.1 Subject to clause 10, this Agreement shall terminate [enter duration period of Agreement, e.g. 18 months] after the Commencement Date unless terminated earlier in accordance with clause 10.

6. Confidentiality

6.1 In respect of all Confidential Information, the Parties shall both during this Agreement and for 5 years after it ends:

- 6.1.1 keep all such information confidential and use it only as far as necessary to perform its obligations under this Agreement; and
- 6.1.2 not disclose any such information to any third party.
- 6.2 Notwithstanding clause 6.1 the Customer may disclose Confidential Information if and to the extent:
 - 6.2.1 that information is in or has come into the public domain through no fault of the Customer;
 - 6.2.2 the Company has given prior written consent to the disclosure;
 - 6.2.3 required by law;
 - 6.2.4 required by any regulatory or governmental or other authority with relevant powers to which the Customer is subject or submits (whether or not the requirement for information has the force of law); or
 - 6.2.5 required by any securities exchange on which either Party's securities are listed or traded.

7. Insurance

- 7.1 Each Party shall maintain in effect for the duration of this Agreement the following policies with a reputable insurer:
 - 7.1.1 professional indemnity insurance of not less than £3million for each and every incident;
 - 7.1.2 employer's liability insurance of not less than £5million for each and every incident;
 - 7.1.3 public liability insurance of not less than £5 million for each and every incident or series of related incidents; and

and shall upon request provide the other Party with evidence of such insurance and payment of all premiums due under each policy.

8. Subcontracting

- 8.1 The Company may at its sole discretion appoint one or more Subcontractors to carry out all or any part of the Jointing Services.
- 8.2 Nothing in this clause 8 shall relieve the Company of any its obligations or liabilities under this Agreement.

9. Liabilities

- 9.1 Subject to Clause 9.2, neither Party, nor any of its officers, employees or agents shall be liable to the other Party for any loss or damage, whether in contract, tort or otherwise (including negligence and consequential loss), except for:

- 9.1.1 Direct physical damage to the property of the other Party;
- 9.1.2 Death or personal injury resulting from the negligence of that Party.
- 9.2 Either Party's liability to the other Party under this Agreement shall be limited to an aggregate amount of £1 million per incident or series of incidents arising out of one event save where such a limit is prohibited by law.
- 9.3 Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury resulting from the negligence of that Party.

10. Termination

10.1 The Customer may terminate this Agreement:

- 10.1.1 by four weeks' written notice to the Company; or
- 10.1.2 immediately by written notice to the Company if the Company suspends performance of the whole or any part of the Jointing Services in accordance with Clause 4.5 or 11.5 for one month or more.

10.2 The Company may terminate this Agreement immediately by written notice if:

- 10.2.1 no physical work forming part of the Works has commenced within one year of the Commencement Date;
- 10.2.2 a safety risk occurs in the Works which in the Company's opinion means the continuation of the Works represents an unacceptable risk to the health and safety of those working on the Works or the Distribution System or to members of the public;
- 10.2.3 in the Company's opinion the undertaking of the Jointing Services may cause a significant risk to the Distribution System;
- 10.2.4 the Customer is in material breach of any of its obligations under this Agreement and if such breach is capable of being remedied the Customer fails to remedy it within 30 days of receiving notice from the Company requiring it to do so;
- 10.2.5 it becomes unlawful for the Company to perform all or any of its obligations under this Agreement;
- 10.2.6 the Customer is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, admits its inability to pay its debts as they fall due, commences negotiations with any one or more of its creditors with a view to the general re-adjustment or re-scheduling of its indebtedness or makes a general assignment for the benefit of, or a composition with, its creditors; or
- 10.2.7 the Customer takes any corporate action or other steps are taken or legal proceedings are started for its winding up, dissolution or for it to enter into any arrangement or composition for the benefit of creditors or for the appointment of a receiver, administrator, administrative receiver, trustee or similar person of any of its revenues or assets or

distress is executed against, or an encumbrancer takes possession of, any of its revenues or assets.

11. Effect of Termination

11.1 Upon expiry or termination of this Agreement:

11.1.1 Each party shall return, delete or destroy any Confidential Information provided to it by the other Party; and

11.1.2 the Company shall immediately cease to perform the Jointing Services save that it shall do everything necessary to secure the Works in accordance with Good Industry Practice.

11.2 The termination or expiry of this Agreement shall not affect:

11.2.1 the rights or liabilities of either Party accrued prior to and including the date of termination or expiry; or

11.2.2 the continued existence and validity of the rights and liabilities of the Parties under those clauses which are intended expressly or by implication to survive termination or expiry. In particular the provisions of clauses 9 and 12 and any other provisions of this Agreement necessary for its interpretation or enforcement shall survive termination.

12. Force Majeure and System Emergency

12.1 Neither Party shall be liable to the other for its inability or failure to perform or delay in performing any of its obligations (other than an obligation to make payments due) under this Agreement caused by a Force Majeure Event provided such Party complies with clause 12.20.

12.2 If a Force Majeure Event occurs then the Party affected (the "Affected Party") shall immediately notify the other Party of the nature and likely duration (if known) of the Force Majeure Event and take all reasonable steps in order to:

12.2.1 to bring the Force Majeure Event to an end;

12.2.2 to reduce the effect of the Force Majeure Event; and/or

12.2.3 find a solution by which this Agreement may be performed despite the continuance of the Force Majeure Event.

12.3 If the Force Majeure Event continues for a period of one month or more the other Party may terminate this Agreement immediately on written notice to the Affected Party provided such Force Majeure Event is continuing at the date of termination.

12.4 Unless this Agreement is terminated under clause 10, the Affected Party shall notify the other Party as soon as its performance of its obligations under this Agreement is no longer prevented due to the Force Majeure Event.

12.5 In the event of a System Emergency, the Company shall be entitled at its sole discretion to suspend the Jointing Services. The Company shall use reasonable

endeavours to provide the Customer with such notice (if any) is reasonable in the circumstances and advise the Customer when it can resume provision of the Jointing Services.

13. Payments

- 13.1 The Customer shall pay the Company the Charges set out in Schedule 1 in respect of the Jointing Services.
- 13.2 If the Customer fails to notify the Company with reasonable notice of a change to its Work Programme and as a result the Company is unable to undertake the Jointing Services the Customer shall be liable to pay the Company's reasonable abortive costs.
- 13.3 The Company shall issue an invoice to the Customer at the end of each month specifying any charges payable. The Customer shall pay all invoices within 28 days of issue.
- 13.4 Value Added Tax at the applicable rate will be applied by the Company to charges payable by the Customer and such amounts shall be payable by the Customer.
- 13.5 If any amount remains unpaid after the due date interest shall accrue on the unpaid amount at the rate of 3% per annum above the then current base lending rate of the The Royal Bank of Scotland plc until the unpaid amount including any interest is paid in full.
- 13.6 The Company may review the Charges at any time and shall notify the Customer of any change to the Charges.

14. Disputes

- 14.1 In the event of a dispute in relation to this Agreement, the Parties shall seek to resolve such dispute in good faith.

15. Notices

- 15.1 Any notice or other communication to be given in connection with this Agreement shall either be delivered personally or sent by fax or first class recorded post.
- 15.2 A notice marked for the attention of the relevant person shall be sent to the address or the fax number set out below or to such other address or fax number as may be communicated to the other Party in accordance with this clause 15.2.

The Company

For the Attention of:

Address:

Fax number:

System Commercial
Manager,
Southern Electric
Power Distribution plc

55 Vastern Road
Reading
Berkshire
RG1 8BU

0118 953 4657

The Customer

For the Attention of:

Address:

Fax number:

15.3 A notice sent according to clause 15 shall be deemed to have been served:

15.3.1 if delivered personally, at the time of delivery;

15.3.2 if sent by first class pre-paid recorded post, at the expiration of three clear days after the time of posting; or

15.3.3 if sent by fax, at the time of completion of transmission by the sender;

provided that if a notice would otherwise be deemed to have been delivered after 5pm on a Business Day it shall be deemed to have been received at 9am on the next Business Day.

15.4 In proving receipt of the notice it shall be sufficient to show:

15.4.1 that personal delivery was made;

15.4.2 that the envelope containing the notice was properly addressed and posted as a first class recorded letter; or

15.4.3 that the fax was despatched and a confirmatory transmission report received.

16. Severance

16.1 If any provision of this Agreement is held to be invalid or unenforceable by any judicial or other competent authority all other provisions of this Agreement will remain in full force and effect and will not in any way be impaired.

16.2 If any provision of this Agreement is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

17. Waiver and Variation

17.1 A waiver of any right, power, privilege or remedy provided by this Agreement must be in writing and may be given subject to any conditions thought fit by the Party giving the waiver. For the avoidance of doubt any omission to exercise, or delay in exercising, any right, power, privilege or remedy provided by this Agreement shall not constitute a waiver of that or any other right, power, privilege or remedy.

17.2 A waiver of any right, power, privilege or remedy provided by this Agreement shall not constitute a waiver of any other breach or default by the other Party and shall not constitute a continuing waiver of the right, power, privilege or remedy waived or a waiver of any other right, power, privilege or remedy.

17.3 Any single or partial exercise of any right, power, privilege or remedy arising under this Agreement shall not preclude or impair any other or further exercise of that or any other right, power, privilege or remedy.

17.4 Any variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party.

18. Entire Agreement

18.1 This Agreement and the documents referred to or incorporated in it (including the Schedules) constitute the entire agreement between the Parties relating to the subject matter of this Agreement and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the Parties in relation to the subject matter of this Agreement.

19. Assignment

19.1 The Customer shall not assign, novate or transfer any of its rights or obligations under this Agreement without the prior written consent of the Company.

20. Third Party Rights

20.1 This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement) pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. Counterparts

21.1 This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall constitute an original but all the counterparts shall together constitute one and the same agreement. This Agreement shall not take effect until it has been executed by all the Parties.

22. Governing Law

22.1 This Agreement (and any dispute or claim relating to it, its enforceability or its termination) is to be governed by and construed in accordance with English law. The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

AS WITNESS the hands of the Parties hereto or their duly authorised representatives the day and year first above written.

Signed by

.....(print name)
for and on behalf of
Southern Electric Power Distribution plc

.....
Authorised Signatory

Signed by

.....(print name)
for and on behalf of
[**Customer Name**]

.....
Authorised Signatory

SCHEDULE 1: CHARGES

1. The Charges shall be based on a rate of £ [] per 2 person jointing team provided by the Company per Working Day.
2. The Charges shall be applied on a pro-rata basis for provision of Jointing Services for any part of a Working Day, subject to a minimum of 25% of the Working Day rate.
3. These rates do not include for the provision of any materials required for the undertaking of Jointing Services.
4. If the Customer wishes Jointing Services to be undertaken by the Company for any period which is wholly or partly outside the hours of a Working Day, the applicable Charges shall be provided on application.
5. Value added Tax is not included in the Charges but shall be chargeable in accordance with the terms of this Agreement.

SCHEDULE 2: SPECIFICATIONS AND STANDARDS

The Jointing Services shall be undertaken in accordance with Good Industry Practice, any relevant legislation and the appropriate parts of the following listed documents and any other technical considerations.

1. The Energy Networks Association Engineering Recommendation G81 Framework Document and associated appendices relevant to the Company's requirements.
2. The Institute of Engineering and Technology IEE Wiring Regulations BS7671.
3. All published Company technical and procedural standards, specifications and codes of practice.
4. The Electricity Act 1989.
5. The Electricity Safety, Quality and Continuity Regulations 2002.
6. The Electricity at Work Regulations 1989.
7. The Health and Safety at Work etc Act 1974.
8. The Construction (Design and Management) Regulations 2007.
9. The New Roads and Street Works Act 1991.
10. The Traffic Management Act 2004.
11. Any other relevant statute or statutory requirements.
12. Any other specific technical specifications or other written agreements provided and/or required by the Company.