



National Highways Limited

Contract for Motorway Service Areas Energy Storage Systems

ECC Scope

Data Protection

Annex 08

June 2022

CONTENTS AMENDMENT SHEET

Issue No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	JH	June 2022

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1.1 Processing, Personal Data and Data Subjects 4

1 DATA PROTECTION (SCHEDULE [A])	
1.1 Processing, Personal Data and Data Subjects	
This schedule is completed by the <i>Client</i> , who may take account of the view of the <i>Contractor</i> , however the final decision as to the content of this schedule is the <i>Client's</i> and at its absolute discretion.	
1. The contact details of the <i>Client's</i> Data Protection Officer are obtainable from the Data Protection team available via dataprotectionadvice@highwaysengland.co.uk .	
2. The contact details of the <i>Contractor</i> Data Protection Officer or nominated lead are as per Contract Data Part 2.	
3. The <i>Contractor</i> complies with any further instructions issued by the <i>Client</i> with respect to the processing of Data.	
Any such further instructions are to be incorporated into this table.	
Description	Details
Identity of the <i>Client</i> and <i>Contractor</i>	The Parties acknowledge that for the purposes of the Data Protection Legislation, the <i>Client</i> is the Data Controller and the <i>Contractor</i> is the Processor in accordance with section S 279 (Data Protection) of the Scope.
Subject matter of the processing	The processing is needed in order to ensure that the <i>Contractor</i> can effectively perform and discharge their obligations in relation to security measures for the <i>works</i> .
Duration of the processing	The term of the contract.
Nature and purposes of the processing	<p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose of the processing might include: processing, relevant statutory obligations, assessment, verification, contract compliance, monitoring or reporting.</p>
Type of Personal Data	Images.
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), other suppliers or third parties.

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Personal Data to be deleted once the data is no longer required, once the Site is fully complete, including any unresolved matters, or the contract concludes.



National Highways Limited

Scope

Final Prioritised Ranking List

Annex 10

CONTENTS AMENDMENT SHEET

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0	0	Tender issue	JH	June 2022
1	1	Table - Amended DNO from UKPN to WPD for Position 7 Taunton North	ET	July 2022

The table below provides the *Client's* Final Prioritised Ranking List (FPRL) of MSA sites for the deployment of an energy storage system (ESS). The lower the position number in the first column, the higher the priority.

The number of existing and additional high-powered electric vehicle charging points (HPEVCPs) to be supported by the ESS, in combination with available electricity network capacity is also given, allowing the ESS discharging power to be derived.

For ESS to be viable at some MSA sites, additional electricity network capacity is needed to support the charging of the ESS at quieter times. Note that the grid capacity refers to that available to the MSA Operator and is thus shared between existing MSA electricity demand, the proposed ESS and HPEVCPs. The *Contractor* refers to the MSA half-hourly energy data supplied in the Site Information to ensure understanding of what spare connection capacity exists and when it exists.

It should be noted that a different situation applies at Beaconsfield services where there is a dedicated 500 kW connection available. Here the ESS is required to allow 2 additional HPEVCPs to be added to 4 existing HPEVCPs to reach the total of 6 needed.

The table shows which MSA sites need modest additional network capacity, the amount of power that the DNO can make available and any time restrictions of availability. The *Client* has requested that the MSA Operator procure such upgrades as detailed for each MSA site that is taken forward.

The names of the MSA Operator and the local electricity distribution network operator (DNO) are also included for information for each of the MSA sites in the list.

Finally, the *Client's* requirement for usable energy storage capacity of the ESS, as determined by the *Client's* calculations, based on the potential for the ESS to charge at quieter times has also been given. Such calculations include modest network capacity upgrades where indicated.

Reference documents are found in the folder within Volume 2 marked 'Site Information'.

Position	Site Name (Motorway Served)	MSA Operator	DNO	Number of open access HPEVCPs to be supported	Existing grid capacity of MSA Additional upgrade to be procured by the MSA Operator, with time restriction on availability	Usable Energy kWh
1	Tebay Northbound (M6)	Westmorland	ENWL	6 additional	Existing 300 kW	2000
2	Clacket Lane Westbound (M25)	Roadchef	UKPN	6 additional	Existing 306 kW plus Additional 250 kW between 0000hrs – 0500hrs	2000
3	Beaconsfield (M40)	Extra	SSEN	4 existing 2 additional	Existing 500 kW (dedicated to HPEVCPs)	500
4	Corley Northbound (M6)	Welcome Break	WPD	6 additional	Existing 625 kW	2000
5	Maidstone (M20)	Roadchef	UKPN	2 additional	Existing 248 kW	500
6	Clacket Lane Eastbound (M25)	Roadchef	UKPN	6 additional	Existing 300 kW plus Additional 250 kW between 0000hrs - 0500hrs	2000
7	Taunton Northbound (M5)	Roadchef	WPD	6 additional	Existing 180 kW plus Additional 500 kW between 2200hrs - 0500hrs	2000

DNO Abbreviations:

ENWL: Electricity North West Limited

UKPN: UK Power Networks

WPD: Western Power Distribution

SSEN: Scottish & Southern Electricity Networks



National Highways Limited

Contract for Motorway Service Areas Energy Storage Systems

Scope

Form of Novation (Old Client to New Client)

Annex 13

June 2022

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NATIONAL HIGHWAYS LIMITED
as Old Client

[•]
as New Client

[•]
as Contractor

DEED OF NOVATION

relating to a [•] contract for the provision of Motorway Service Areas Energy Storage
Systems

DATED [●]

Parties

- 1) **NATIONAL HIGHWAYS LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Old Client**”),
- 2) **[insert details of replacement authority]** (the “**New Client**”)
- 3) [●] (company no [●]) whose registered office is at [●] (the “**Contractor**”)

Background

- A) By the Contract, the Old Client has employed the Contractor to provide the Works.
- B) The Old Client has agreed (with the consent of the Contractor) to transfer all its rights and obligations under the Contract to the New Client and the Contractor has agreed to accept the liability of the New Client in place of the liability of the Old Client under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

1. Definitions and Interpretation

- 1.1 Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the contract dated [●] between the Old Client (1) and the Contractor (2) (including any further agreement varying or supplementing the Contract) under which the Contractor has agreed to provide the Works.

“**Works**” means the works and services to be provided by the Contractor pursuant to the Contract.
- 1.2 The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Words in this deed denoting the singular include the plural meaning and vice versa.
- 1.4 References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.5 Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

2. Novation

- 2.1 The Old Client and the Contractor release and discharge each other from the further performance of their respective obligations under the Contract and the Contractor acknowledges and accepts the liability of the New Client in place of the liability of the Old Client under the Contract.
- 2.2 The Contractor undertakes to be bound to the New Client by the terms of the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.
- 2.3 The Contractor acknowledges and warrants to the New Client that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

3. New Client's Undertakings

- 3.1 Subject to Clause 4.1 below, the New Client undertakes to be bound to the Contractor by the terms of the Contract and to perform the obligations on the part of the Client under the Contract in every way as if the New Client was and always had been a party to the Contract in place of the Old Client.

4. Payment of Sums Due

- 4.1 The Contractor and the Old Client agree that the total amount to be paid by the Old Client to the Contractor for the Works provided under the Contract prior to the date of this deed is £[●]. The Contractor acknowledges that the Old Client has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Contractor to the Old Client and paid by the Old Client in accordance with the Contract.
- 4.2 The Contractor and the New Client agree that the New Client shall be solely responsible (to the exclusion of the Old Client) for payment of all sums due to the Contractor under the Contract for any Works provided after the date of this deed.
- 4.3 [Where, under Clause 2.2 above or under any other contract between the New Client and the Contractor, any sum of money is recoverable from or payable by the Contractor to the New Client, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New Client to the Contractor under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty's Government.]¹

¹ Include only if the New Client is a Department or Office of Her Majesty's Government.

5. Notices

- 5.1 Any notice or other communication required under this deed shall be given in writing and is to be delivered personally (which includes delivery by courier) or sent by pre-paid recorded or special delivery post to the party concerned at its address set out in this deed or to such other addresses as may be notified by such party for the purposes of this clause.
- 5.2 Any notice given pursuant to this clause will be deemed to have been served as follows:
- 5.2.1 if delivered personally, at the time of delivery; and
 - 5.2.2 if sent by recorded or special delivery post, 48 hours after being delivered into the custody of the postal authorities but excluding Saturdays, Sundays and public and bank holidays in England.
- 5.3 In proving service, it will be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed and delivered into the custody of the postal authorities as a pre-paid recorded or special delivery letter.

6. Governing Law and Disputes

- 6.1 This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 6.2 The parties agree that the courts of England shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts.

Execution Page

This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.

OPTION 1a [execution by National Highways under seal]

Executed as a deed by **NATIONAL HIGHWAYS LIMITED** by affixing its common seal in the presence of:

Director

Director/Secretary

OPTION 1b [execution by National Highways under seal]

Executed as a deed by **NATIONAL HIGHWAYS LIMITED** by affixing its common seal in the presence of:

Authorised Signatory

Authorised Signatory

OPTION 2a

Executed as a deed by **NATIONAL HIGHWAYS LIMITED** acting by:

Director

Director/Secretary

OPTION 2b

Executed as a deed by NATIONAL HIGHWAYS LIMITED acting by:	
	Authorised Signatory
	Authorised Signatory

Executed as a deed by [NEW CLIENT] in the presence of:	
	Authorised Signatory
	Authorised Signatory

Executed as a deed by [CONTRACTOR] in the presence of:	
	Authorised Signatory
	Authorised Signatory



National Highways Limited

**Contract for Motorway Service Areas
Energy Storage Systems**

Scope

**Form of Novation
(Old Contractor to New Contractor)**

Annex 14

June 2022

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0	0	Tender issue	JH	June 2022

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NATIONAL HIGHWAYS LIMITED
as Client

[•]
as New Contractor

[•]
as Old Contractor

DEED OF NOVATION

relating to a [•] contract for the provision of Motorway Service Areas Energy Storage
Systems

DATED [●]

Parties

- 1) **NATIONAL HIGHWAYS LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “Client”),
- 2) [●] (company no [●]) whose registered office is at [●] (the “Old Contractor”)
- 3) [●] (company no [●]) whose registered office is at [●] (the “New Contractor”)

Background

- A) By the Contract, the Client has employed the Contractor to provide the Works.
- B) The Old Contractor has agreed (with the consent of the Client) to transfer all its rights and obligations under the Contract to the New Contractor and the Client has agreed to accept the liability of the New Contractor in place of the liability of the Old Contractor under the Contract upon and subject to the terms of this deed, which is supplemental to the Contract.

1. Definitions and Interpretation

- 1.1 Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the contract dated [●] between the Client (1) and the Old Contractor (2) (including any further agreement varying or supplementing the Contract) under which the Old Contractor has agreed to provide the Works.

“**Works**” means the works and services to be provided by the Old Contractor pursuant to the Contract.
- 1.2 The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Words in this deed denoting the singular include the plural meaning and vice versa.
- 1.4 References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

- 1.5 Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

2. Novation

- 2.1 The Old Contractor and the Client release and discharge each other from the further performance of their respective obligations under the Contract and the Client acknowledges and accepts the liability of the New Contractor in place of the liability of the Old Contractor under the Contract.
- 2.2 The New Contractor undertakes to be bound to the Client by the terms of the Contract in every way as if the New Contractor was and always had been a party to the Contract in place of the Old Contractor.
- 2.3 The Client acknowledges and warrants to the New Contractor that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

3. New Contractor's Undertakings

- 3.1 Subject to Clause 4.1 below, the New Contractor undertakes to be bound to the Client by the terms of the Contract and to perform the obligations on the part of the Contractor under the Contract in every way as if the New Contractor was and always had been a party to the Contract in place of the Old Contractor.

4. Payment of Sums Due

- 4.1 The Client and the Old Contractor agree that the total amount to be paid by the Client to the Old Contractor for the Works provided under the Contract prior to the date of this deed is £[●]. The Old Contractor acknowledges that the Client has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Old Contractor to the Client and paid by the Client in accordance with the Contract.
- 4.2 The New Contractor acknowledges that any payment made by the Client to the Old Contractor in respect of the Works (whether before or after the date of this deed) shall be treated as having been made to the New Contractor and that the Client's payment obligation under the Contract shall to that extent be treated as discharged.

5. Notices

- 5.1 Any notice or other communication required under this deed shall be given in writing and is to be delivered personally (which includes delivery by courier) or sent by pre-paid recorded or special delivery post to the party

concerned at its address set out in this deed or to such other addresses as may be notified by such party for the purposes of this clause.

- 5.2 Any notice given pursuant to this clause will be deemed to have been served as follows:

5.2.1 if delivered personally, at the time of delivery; and

5.2.2 if sent by recorded or special delivery post, 48 hours after being delivered into the custody of the postal authorities but excluding Saturdays, Sundays and public and bank holidays in England.

- 5.3 In proving service, it will be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed and delivered into the custody of the postal authorities as a pre-paid recorded or special delivery letter.

6. Governing Law and Disputes

- 6.1 This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 6.2 The parties agree that the courts of England shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The parties irrevocably submit to the jurisdiction of those courts.

Execution Page

This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.

OPTION 1a [execution by National Highways under seal]

Executed as a deed by **NATIONAL HIGHWAYS LIMITED** by affixing its common seal in the presence of:

Director

Director/Secretary

OPTION 1b [execution by National Highways under seal]

Executed as a deed by **NATIONAL HIGHWAYS LIMITED** by affixing its common seal in the presence of:

Authorised Signatory

Authorised Signatory

OPTION 2a

Executed as a deed by **NATIONAL HIGHWAYS LIMITED** acting by:

Director

Director/Secretary

OPTION 2b

Executed as a deed by NATIONAL HIGHWAYS LIMITED acting by:	
	Authorised Signatory
	Authorised Signatory

Executed as a deed by [OLD CONTRACTOR] in the presence of:	
	Authorised Signatory
	Authorised Signatory

Executed as a deed by [NEW CONTRACTOR] in the presence of:	
	Authorised Signatory
	Authorised Signatory



National Highways Limited

Contract for Motorway Service Areas Energy Storage Systems

Scope

Form of Parent Company Guarantee

Annex 16

June 2022

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Issue. No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	JH	June 2022
1	1	<ul style="list-style-type: none">- Section 2.3 has been amended- The word Ultimate has been removed from the Background section- The section Agency has been removed entirely.	JH	Oct 2022

NATIONAL HIGHWAYS LIMITED
as Client

[•]
as Guarantor

PARENT COMPANY GUARANTEE
relating to the Motorway Service Areas Energy Storage Systems

DATED [●]

Parties

- 1) **NATIONAL HIGHWAYS LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Client**”),
- 2) [●] (company no [●]) whose registered office is at [●] (the “**Guarantor**”)

Background

- A) By the Contract, the Client has employed the Contractor to carry out construction works at [●] as more particularly described in the Contract.
- B) The Guarantor is the parent company of the Contractor.
- C) The Guarantor has agreed to guarantee the due performance by the Contractor of his obligations under the Contract in the manner set out in this deed.

Operative Provisions

1. Definitions and Interpretation

- 1.1 Unless the contrary intention appears, the following definitions apply:
- “**Contract**” means the contract dated [●] between the Client (1) and the Contractor (2) for the carrying out of construction works at [●].
- “**Contractor**” means [●] (company no [●]) whose registered office is at [●].
- “**Insolvency Event**” means the Contractor being unable to pay its debts (as defined by Sections 123(1) and 268(1) of the Insolvency Act 1986) or any corporate action, legal proceedings or other procedure or step is taken in relation to:
- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Contractor other than a solvent liquidation or reorganisation of the Contractor;
 - (b) a composition, assignment or arrangement with any creditor of the Contractor;
 - (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Contractor or any of its assets; or

(d) enforcement of any security over any assets of the Contractor, or any analogous procedure or step is taken in any jurisdiction.

- 1.2 The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.
- 1.3 Words importing the singular meaning include the plural meaning and vice versa.
- 1.4 Words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably.
- 1.5 References in this deed to a clause are to a clause of this deed.
- 1.6 References in this deed to any statute or statutory instrument include and refer to any statutory amendment or re-enactment for the time being in force.

2. Guarantee

- 2.1 In consideration of the Client agreeing to enter into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees and undertakes to the Client that:
- the Contractor will perform and observe all its obligations under the Contract at the times and in the manner provided in the Contract; and
 - in the event of any breach of such obligations by the Contractor, the Guarantor shall procure that the Contractor makes good the breach or otherwise causes it to be made good and shall indemnify the Client against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the Client arising from or in connection with it.
- 2.2 The Guarantor shall also indemnify the Client against:
- a) any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the Client in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
 - b) any loss or liability suffered or incurred by the Client if any of the obligations of the Contractor under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable provided that the Client shall not recover any more from the Guarantor under the indemnity in this sub-clause 2.2(b) than the Client would have been entitled to recover from the Contractor under the Contract had the relevant obligations not been illegal, invalid or unenforceable.
- 2.3 Without prejudice to the Client's ability to recover costs, losses and expenses under clause 2.2(a) of this deed, the liability of the Guarantor in terms of this deed shall in no circumstances exceed the liability of the

Contractor under the Contract and the Guarantor shall be entitled in any action or proceedings by the Client under this deed to rely on any limitation or defence which would have been available to the Contractor in an action under the Contract shall likewise be available to the Guarantor in a corresponding action under this deed, provided that nothing in this clause shall:

- a) prejudice or affect any liability of the Guarantor under clause 2.2; nor
- b) allow the Guarantor to avoid liability if either of the events specified in clause 5 occurs.

3. Guarantor's Liability

- 3.1 The obligations of the Guarantor under this deed are in addition to and independent of any other security which the Client may at any time hold in respect of the Contractor's obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.
- 3.2 The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the Client may have against the Contractor under the Contract or at law.
- 3.3 The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:
 - an Insolvency Event;
 - any change in the constitution, status, function, control or ownership of the Contractor or any legal limitation, disability or incapacity relating to the Contractor or any other person;
 - the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - any time given, waiver, forbearance, compromise or other indulgence shown by the Client to the Contractor;
 - the assertion or failure to assert or delay in asserting any rights or remedies of the Client or the pursuit of any right or remedy of the Client;
 - the giving by the Contractor of any security or the release, modification or exchange of any such security or the liability of any person; or
 - any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,

in each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to, such matters.

- 3.4 Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the Client and the Contractor shall be binding on the Guarantor.

4. Variations to the Contract

- 4.1 The Guarantor authorises the Contractor and the Client to make any addition or variation to the Contract, the due and punctual performance of which shall likewise be guaranteed by the Guarantor in accordance with the terms of this deed. The liability of the Guarantor under this deed shall in no way be discharged or lessened by any such addition or variation.

5. Liquidation/ Determination

- 5.1 The Guarantor covenants with the Client that:
- a) if a liquidator is appointed in respect of the Contractor and the liquidator disclaims the Contract; or
 - b) if the Contractor's employment under the Contract is determined for any reason,
- the liability of the Guarantor under this deed shall remain in full force and effect.

6. Waiver

- 6.1 The Guarantor waives any right to require the Client to pursue any remedy (whether under the Contract or otherwise) which it may have against the Contractor before proceeding against the Guarantor under this deed.

7. Rights of Guarantor against Contractor

- 7.1 The Guarantor shall not by any means or on any ground seek to recover from the Contractor (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the Client in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the Client to claim or have the benefit of any security which the Client holds for any money or liability owed by the Contractor to the Client. If the Guarantor shall receive any monies from the Contractor in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the Client for so long as the Guarantor remains liable or contingently liable under this deed.

8. Continuing Guarantee

- 8.1 The terms of this deed are a continuing guarantee and shall remain in full force and effect until each part of every obligation of the Contractor under the Contract has been performed and observed and until each and every liability of the Contractor under the Contract has been satisfied in full.

9. Third Party Rights

- 9.1 Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

10. Notices

- 10.1 Any notice or other communication required under this deed shall be given in writing and is to be delivered personally (which includes delivery by courier) or sent by pre-paid recorded or special delivery post to the party concerned at its address set out in this deed or to such other addresses as may be notified by such party for the purposes of this clause.
- 10.2 Any notice given pursuant to this clause will be deemed to have been served as follows:
- a) if delivered personally, at the time of delivery; and
 - b) if sent by recorded or special delivery post, 48 hours after being delivered into the custody of the postal authorities but excluding Saturdays, Sundays and public and bank holidays in England.
- 10.3 In proving service, it will be sufficient to prove that personal delivery was made or that the envelope containing the notice was properly addressed and delivered into the custody of the postal authorities as a pre-paid recorded or special delivery letter.

11. Governing Law

- 11.1 The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under it shall be subject to the exclusive jurisdiction of the courts of England save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

Execution Page

This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.

Executed as a deed by [GUARANTOR] acting by [name of director] in the presence of:	Director:
Name of witness:	
Signature of witness:	
Address:	
Occupation:	

Executed as a deed by [GUARANTOR] acting by:	Director:
Director:	
Director/Secretary:	



National Highways Limited

Contract for Motorway Service Areas Energy Storage Systems

ECC Scope

Decommissioning and Redeployment

Annex 18

June 2022

CONTENTS AMENDMENT SHEET

Issue. No.	Revision No.	Amendments	Initials	Date
0	0	Tender issue	JH	June 2022
1	1	Amended reference in section 1.1.1 from Z108 to Z161	ET	July 2022

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1 DECOMMISSIONING AND REDEPLOYMENT4

1.1 General Description of the service 4

1 DECOMMISSIONING AND REDEPLOYMENT

1.1 General Description of the service

- 1.1.1. Once instructed (in accordance with Clause Z161) the *Contractor* decommissions the ESS in the order set by the *Client*. It is anticipated that this will be after 7 years of operation but may be less.

Once instructed to decommission the ESS the *Contractor* prepares for decommissioning following all legislation and regulations and as a minimum the *Contractor*

- ensures the continued, unaffected, electricity supply to the high-power electric vehicle charge point (HPEVCP). The HPEVCP is to remain operational and connected to the DNO supply before the ESS is de-commissioned, throughout and after the ESS is decommissioned,
- ensures that the submetering continues to HPEVCP,
- ensures the heating, ventilation and air conditioning (HVAC) and other ancillaries are disconnected and if directed prepared for transportation,
 - the HVAC may need to have its refrigerant drained
 - the cabling and pipes may need to be cleaned and prepared for transportation
- safely disconnect the ESS from the DNO grid connection, ensuring this does not affect the permanent electricity networks at the Site,
- collaborates with the MSA operator's HPEVCP operator to ensure the charge points are still functioning normally once the ESS has been disconnected,
- ensures throughout decommissioning the ESS and ancillaries are secured as is the Site,
- ensures that all waste is safely removed from the Site and
- prepares the ESS for onward transportation.

- 1.1.2. Once instructed the *Contractor* redeploys the ESS to a location provided by the *Client*.

The *Contractor* is to ensure all items required are redeployed to the new Site.

The *Contractor* ensures that as a minimum this includes, but not be limited to

- the *Contractor* books sufficient and suitable transport to move the ESS to a new location, having agreed a suitable date with the *Client* and MSA Operator.

- the *Contractor* agrees a suitable area for loading the ESS with the MSA Operator and ensures that area is safe to work in and that the public are kept safe and a suitable distance from the Site.
- the *Contractor* ensures that any additional Plant or cranes are booked for the correct time.
- the *Contractor* ensures the ESS and ancillaries are safely loaded onto the transport.
- the *Contractor* marshals the transport out of the MSA causing a minimum of disruption.
- the *Contractor* ensures the Site is left secure, safe and clean taking all waste with them.



National Highways Limited

**Contract for Motorway Service Areas
Energy Storage Systems**

ECC Scope

Operation and Maintenance

Annex 19

June 2022

CONTENTS AMENDMENT SHEET

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1 OPERATION AND MAINTENANCE

1.1 General Description of the service

1.1.1. The *Contractor* provides an appropriate operational and maintenance (O&M) service for each ESS supplied under the main contract.

The O&M service includes all materials and activities required to meet the availability of the ESS including the cleanliness of the compound, as stated in the contract.

The *Contractor* provides an O&M service that meets all statutory requirements for the equipment supplied under the contract.

The *Contractor* provides an O&M service that includes all parts required to meet the requirements of the equipment warranties provided under the contract.

The *Contractor* undertakes no tasks that invalidate the warranties provided under the contract.

The O&M services are supplied directly by the *Contractor* to the MSA operator under a separate contract. Each MSA Operator contract could cover more than one Site.

1.1.2. O&M Service Guidance

The scope of services provided by the *Contractor* under the O&M service contract is to be defined by the *Contractor* based on the type of technology, materials and equipment provided under the contract. However, as a minimum the *Contractor* provides the following

- periodic electrical inspections in line with statutory requirements and industry best practice,
- periodic fire alarm test and inspections in line with statutory requirements and industry best practice,
- periodic fire suppression test and inspections in line with statutory requirements and industry best practice,
- maintenance of security measures, fences, locks, any CCTV, access control systems etc.,
- maintenance of heating, ventilation and air conditioning (HVAC) systems including test and inspections in line with statutory requirements and industry best practice,
- maintenance of the ESS systems including test and inspections in line with statutory requirements and industry best practice,
- maintenance of any incident equipment provided which may include specialist spill kits etc.,

- maintenance of the outward facing appearance to ensure the equipment is in good visual order (i.e. equipment cleaning) to members of the public and
- maintenance of any balance of plant (BoP) that has been provided as part of the *works*.

1.1.3. The *Contractor* provides the ongoing maintenance, support, and associated hosting services for the control, monitoring, and reporting systems. The scope of services provided by the *Contractor* under the O&M service contract is to be defined by the *Contractor* based on the type of technology, materials and equipment provided under the contract, but as a minimum shall be

- provision of weekly, monthly, and annual ESS performance and utilisation reports in electronic format,
- reports to include, but not be limited to
 - o equipment availability
 - o fault reports
 - o utilisation reports
 - o imported energy
 - o exported energy
 - o system efficiency
 - o ESS performance reports and
- access to real-time status portal.

The *Contractor* provides next working day response (Monday to Friday, excluding bank holidays) for any faults reported by the ESS control systems or by the MSA operator.

The *Contractor* provides telephone support to the MSA operator for enquiries about the ESS during normal office hours (9.00am to 4.00pm Monday to Friday).