**Highways England Meter Administrator Contract**

**Term Service Contract**

**Service Information**

**July 2018**

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# SI 100 Description of the *service*

Highways England (hereafter referred to as the *Employer*) procures un-metered electrical energy from bulk electricity suppliers, for its road lighting and lit traffic signs on Motorways and Trunk Roads in England.

As these electricity supplies are unmetered and traded Half Hourly (HH), the Service Information is required to conform to an industry procedure BSCP520 (Balancing and Settlement Code Procedure) and a Meter Administrator (MA), must be appointed.

The *Service* covers all of the DNO (Distribution Network Operator) Areas in England: [www.ofgem.gov.uk/electricity/distribution-networks/gb-electricity-distribution-network](http://www.ofgem.gov.uk/electricity/distribution-networks/gb-electricity-distribution-network).

This Service Information is based on BSCP520, but incorporates the necessary requirements of the *Employer* to enable the S*ervice* to be provided on a National basis.

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## SI 110 Overall objectives

The *Contractor* Provides the Service in accordance with the Service Information.

The general requirements (including the role, responsibilities and functions of the appointed *Contractor*) are as defined in BSC Procedure BSCP520.

The *Employer* currently uses PECU Arrays (Photo Electric Control Unit) in the process for obtaining HH (Half Hourly) consumption data and will in the future wish to take advantage of potential cost savings associated with ‘Dimming’ and/or ‘half-night operation’. Therefore the Equivalent Meter (EM) used will need to be able to accommodate these factors so it will be necessary for the *Contractor* to either already be Central Management System (CMS) approved or be working towards obtaining the necessary approval before the contract start date.

**Identified and Defined Terms**

In this Service Information, terms identified in the Contract Data are in italics and defined terms have capital initials. Other terms used with capital letters are defined in the Conditions of Contract.

**Detailed description scope of *service***

The *Employer* is Highways England the government company charged with operating, maintaining and improving England’s motorways and major A roads, including modernising and maintaining the highways. We also manage - and help prevent - incidents on England’s motorways through our Traffic Officer Service.

The *Employer* manages around 4,300 miles of carriageway and is made up of motorways and trunk roads.

The objectives of the *Contractors* Role are (as shown in BSCP520 Clause 1.2.4):

1. Receiving a copy of the agreed summary inventory of the Unmetered Supplies (UMS) Apparatus for an MSID (Metering System Identifier), together with agreed updates, from the UMSO (Unmetered Supplies Operator)
2. Inputting the summary inventory information into the EM and forwarding a copy of the inventory printout from the EM to the UMSO*.*
3. Using the latitude and longitude information for an MSID appropriate to the installed apparatus.
4. Validating all Charge Codes and Switch Regimes against the Operational Information Document (OID) and associated spreadsheets.
5. Ensuring metered data from the EM is available to the HHDC (Half Hourly Data Collector) to meet the volume allocation run timescales required by the Supplier*.*
6. Indicating to the HHDC where data is not available or missing.
7. Retaining settlement data in accordance with BSCP520 and PSL100 ‘Non-functional requirements for Licensed Distribution System Operators and party agents’: [www.elexon.co.uk/csd/generic-non-functional-requirements-for-licensed-distribution-system-operators-and-party-agents/](http://www.elexon.co.uk/csd/generic-non-functional-requirements-for-licensed-distribution-system-operators-and-party-agents/)

### The *Contractor* shall install and test EM software in accordance with the *Employer*’s requirements, i.e:

* Set up load rating table.
* Set up time switch profiles.
* Set up time switch regimes.
* Set up Equivalent Metering System ID’s (or use existing, as appropriate) for each DNO Area by group supply point.
* Receive from the UMSO, a summary inventory for each DNO Area.
* Load Summary Inventory into EM.
* Run EM software to determine half hourly kWh (Kilowatt Hour) and KVA (Kilovolt Amps) energy consumption data by Equivalent Meter.
* Establish the *Employer’*s maximum demand for use of system purposes.
* Update load rating tables
* Check for software updates, install and test
* Create back-up copies of operational systems and data.

## Monthly Responsibilities for Provision of Measurement Services

* Ensure the HHDC can collect the metered data.
* Accept monthly updated summary inventory from the host DNO, summarised by Equivalent Meter or Sub Meter if more than one PECU Array is used per MSID.
* Load revised summary inventory into the EM. Send a print of the summary from the EM inventory to the *Employer* (or authorised representatives) and the UMSO.
* Use the EM to determine half hourly kWh (and KVA where required by the DNO) consumption data by MSID.
* Ensure information is retrieved from PECU Arrays to meet the required settlement run timescales as set out in BSCP520

## Ad-hoc Responsibilities for Provision of Measurement Services

### The *Contractor* is required to carry out the following ongoing obligations:-

* Implement any revisions to the BSCP (including Appendices) when they are issued.
* The *Contractor* must notify the HHDC when metered data is incorrect or missing, so that estimated data can be provided in accordance with BSCP 520.
* Ensure that those persons that are permitted to have access pursuant to metered data have access to meter readings during normal working hours, which are 9am to 5pm, Monday to Friday, excluding Bank Holidays.
* Update load rating data tables when amendments to the BSCP 520 operational document are issued.

**General details for Photoelectric Cell Unit (PECU) Arrays**

The *Employer* uses PECU Arrays as a part of the Equivalent Meter process in all regions of its operation. It will be necessary, therefore, to operate PECU Arrays in all DNO areas. The PECU Arrays are the property of the *Employer.*

Appendix I shows the current locations of the PECU Arrays and provides details of access arrangements. Resources must be made available to install, re-locate, commission or maintain the Arrays in all DNO areas. Furthermore, it is a requirement of this Contract that a facility must be made available, to continue the availability of lighting operating hours data in the event of an Array failure or until a new PECU Array is installed, if necessary to provide the required data.

## Initial Responsibilities for provision of PECU Arrays Maintenance

The *Contractor* shall conduct an initial test of PECU Arrays as listed in Appendix I

* Check PECU Arrays and site communication are installed
* Establish the load-weighted numbers of apparatus controlled by PECU, by sub-meter to establish the correct proportion of PECU’s on an array.
* Set up PECU Array details. Set up PECU default arrays and initial default times.
* Set up PECU Array if necessary.
* Test PECU Arrays.
* Test PECU Array communication links.
* Obtain PECU Array data to meet the settlement run timescales.
* Obtain static data tables from Load Research.
* Produce switching times from PECU file to ensure correlation with Load Research findings.

## Ad-hoc Responsibilities for PECU Array Maintenance

### The *Contractor* is required to carry out the following ongoing obligations:-

* Maintain PECU Arrays – including remedying faults within five (5) working days.
* Provision and maintenance of back-up PECU Arrays (located on the same latitude as the registered PECU Arrays) to provide the necessary data in the event of a long term fault occurring – this is in preference to using estimated data based on “historic” information.
* Monitor the performance of the photoelectric cells within the Array. The objective is for cells to be representative of the total population of cells in the inventory, so that where the switching light level of a single cell is clearly out of line with other cells of identical type in the same array, the cell should be replaced. The operation of the cell at switching levels very different from its normal rating does not, of itself, mean that the cell is unrepresentative. A characteristic of some types of cells is that they have a very wide operating range well outside their specified values.
* Re-calibration of PECU Arrays

## Annual responsibilities for PECU Array Maintenance

### The *Contractor* is required to carry out the following annual obligations:

* Ensure that the PECU Arrays continue to reflect the requirements specified in the Initial Obligations above.

## *Contractor’s* Workplace

The *Contractor* shall have at their premises adequate communication facilities for their personnel, including telephones, fax and email. The *Contractor* shall use business software that is fully compatible with the *Employer*'s preferred business software, which is currently MS Office 2003, for all *Employer* documentation. Completed work submitted to the *Employer* must be in this format, and not the later 2007 format.

The *Contractor* shall comply with procedures for visits to *Employer* offices, Regional Control Centre and Service Provider offices (HE & non HE) as required.

## Obligations for Handover (at End of Contract)

###  At the expiry (or termination) of the contract, the *Contractor* will comply with the requirements of BSCP 520 to ensure an uninterrupted transfer of the *Service* to the new contractor.

The *Contractor* shall also cooperate fully in providing the following information and facilities:-

* Access to and availability of *the Employer’s* equipment and installations.
* Full details of PECU Arrays, including records of maintenance, etc.
* Transfer of existing PECU Array GSM modem communication links
* Completion of data provision for the final contract period.

**Use of the Site**

In Providing the Service the *Contractor* complies with the *Employer’s* policy and procedures relating to the use of the site. PECU Array site details can be found in Appendix I. Should the *Contractor* need to visit a site the *Contractor* will contact the DNO to arrange access and follow any instructions from the DNO in relation to site policy and procedures.

**Access**

In Providing the Service the *Contractor* complies with the *Employer’s* policy and procedures relating to access. PECU Array site details can be found in Appendix I. The *Contractor* will give adequate and reasonable notice using the contact details listed in Annex I as well as informing the Service Manager of any planned visits, listing the planned date, duration of visit and planned activities at site

**Insurances**

The *Contractor* is required to have in place Insurances as described in the Insurance Table shown in [Appendix A](#_Appendix_A_–).

The *Contractor* discharges all its obligations under the Insurance Act 2015 when placing, renewing or maintaining any insurances required by the contract, including

* complying with the duty of fair presentation to the insurers and
* taking the actions needed to protect the *Employers* separate interests where the *Employer* is required to be named as an insured party.

**Specifications**

BSCP520

## SI 200 General constraints on how the Contractor Provides the Service.

## Equivalent Meter

An Equivalent Meter is the hardware and software that is used to calculate Half Hourly electricity consumption values associated with Unmetered Apparatus. The specification for an Equivalent Meter is contained within BSCP520 Unmetered Supplies Registered in SMRS.

Equivalent Meters are of two types:

**Passive Meters** – which allocate the Unmetered consumption across the half hourly periods by a mathematical relationship of annual burning hours to the daily time of sunrise and sunset; and

**Dynamic Meters** – which allocate the Unmetered consumption across the Half Hourly periods by reference to the operation of a number of actual PECU’s or by making use of actual switching times reported by a Central Management System. In either case the equivalent meter defaults to a passive mode using calculated times of switch operation in the event of actual switching times not being available.

It is anticipated Central Management Systems (CMS) will also be used on parts of the *Employer’*s network in the future so EM’s used will need to be able to accommodate this and MA’s will be required to be approved for CMS use.

## SI 210 Confidentiality

In Providing the Service the *Contractor* complies with the *Employer’s*

confidentiality and publicity restrictions, which are*:*

* The *Contracto*r seeks approval of the *Service Manager* before undertaking any publicity linked with the provision of this *Service*.
* The *Contractor* seeks the approval of the *Service Manager* before using any of the *Employers* brandings or logos and must always adhere to any advised policies on their use.
* The *Contractor* makes the *Service Manager* immediately aware of any event that could lead to unexpected publicity of the *service* and the *Employers* during the *service period.*

**SI 211 Conflict of Interest**

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| --- |
| The *Contractor* does not take an action which would cause a conflict of interest to arise in connection with this contract.  The *Contractor* notifies the *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise. |
| The *Contractor* notifies his employees and Subcontractors (at any stage of remoteness from the *Employer*), and ensures any Subcontractor informs its employees, who are Providing the Service, that they do not take an action which would cause an actual or potential conflict of interest to arise in connection with the *Services.* |
| The *Contractor* ensures that any employee and that any Subcontractor (at any stage of remoteness from the *Employer*) ensures any of its employees, who are Providing the Service, completes a declaration of interests in the form set out in [Appendix F](#_Appendix_F_-). The *Contractor* issues to the *Service Manager* all completed declarations of interests. |
|  The *Contractor** procures any Subcontractor (at any stage of remoteness from the *Employer*) immediately notifies the *Contractor* and *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise and
* immediately notifies the *Service Manager* if there is any uncertainty about whether a conflict of interest may exist or arise.
 |
|  If the *Contractor* or Subcontractor (at any stage of remoteness from the *Employer*) notifies the *Service Manager*, the *Service Manager* may * require the *Contractor* to stop Providing the Service until any conflict of interest is resolved,
* require the *Contractor* to submit to the *Service Manager* for acceptance a proposal to remedy the actual or potential conflict of interest.

A reason for not accepting the submission is that it does not resolve any conflict of interest.  The *Contractor* amends the proposal in response to any comments from the *Service Manager* and resubmits it for acceptance by the *Service Manager*. The *Contractor* complies with the proposal once it has been accepted. |

## SI 220 Security and identification of people

The *Contractor* carries out basic security checks on his employees and *Subcontractors* before they are involved in Providing the Service. The checks are carried out in accordance with the *Employer’s* procedures are shown in [Appendix B](#_Appendix_B_-).

## SI 225 Protection of the Affected Property

The *Contractor* carries out the specific requirements for the protection of Affected Property. It shall be the responsibility of the *Contractor* to identify and adhere to these requirements as detailed by the *Service Manager.*

## SI 230 Protection of work on the Affected Property

The *Contractor* carries out the specific requirements for the protection of work on the Affected Property. It shall be the responsibility of the *Contractor* to identify and adhere to these requirements as detailed by the *Service Manager*.

# SI 400 The *Contractor’s* plan

## SI 405 Plan requirements

In addition to the requirements at 21.2 of the *conditions of contract* the *Contractor* should outline their approach to service mobilisation, standard operating procedures and service handover on the *Contractors* plan

For service mobilisation the *Contractor* includes key milestones and people who will deliver this work

## SI 410 Methodology Statement

The *Contractor* shall provide a method statement detailing their processes and standard operating procedures to arrive at the *Contractors* plan

## SI 415 Work of the *Employer* and Others

Not Used

**SI 420 Information required**

Not Used

## SI 425 Revised plan

Not Used

# SI 500 Quality Management

## SI 515 Quality Management System

The *Contractor* Provides the Service under a quality management system which

* + - * + incorporates an environmental management system consistent with ISO 14001 (or current standard that replaces it),
				+ has third party certification from an accreditation body approved by the applicable national member of the European Co-operation on Accreditation or is operating in preparation for accreditation within 12 months of the Contract Date; and
				+ includes processes for delivering continual improvement following the guidance in ISO 9004 or any equivalent standard which is generally recognised as having replaced it and
				+ complies with good industry practice.

The *Employer* may carry out audits of the *Contractor’s* quality management system from time to time. The *Contractor* allows access at any time within working hours to any place where he or any Subcontractor carries out any work that relates to this contract for the *Employer* to carry out audits, to inspect work and materials and generally to investigate whether the *Contractor* is performing his obligations under this contract. The *Contractor* provides all facilities necessary to allow such audits and inspections to be carried out.

Following notification of a Defect, the *Contractor* submits to the *Employer* for acceptance the corrective and preventative action that he proposes to take to deal with the nonconformity. The *Contractor* does not take action to deal with the nonconformity until the *Employer* has accepted his proposals.

Within one week of the *Contractor* submitting the proposed corrective and preventative action to him for acceptance, the *Employer* either accepts the proposal or notifies the *Contractor* of his reason for not accepting it. A reason for not accepting the proposed action is that

* + - * + it does not take action required to ensure that nonconformities do not recur or
				+ it does not comply with the Service Information.

If the *Employer* does not accept the proposed action, the *Contractor* submits a revised proposal to the *Employer* for acceptance within one week.

The *Contractor* corrects nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse effect on the *Employer* or Others and in any event before carrying out any operation the same or similar as that in respect of which the nonconformity occurred.

The *Contractor* notifies the *Employer* when the proposed actions have been taken and provides with his notification verification that the defective part of the service has been corrected.

Except where otherwise directed; all materials, workmanship, designs and assessments are to comply with the *Employer’s* standards and procedures current at the Contract Date or, for *Contractor* designed elements, the time the relevant design certificate is signed.

If a standard or procedure subsequently changes, the *Contractor* complies with the revised standard or procedure if instructed to do so by the *Service Manager*.

## SI 705 Management of team – Others

## Personnel

The *Contractor* shall provide suitably qualified and experienced personnel for the positions listed below:

All qualifications listed are desirable but not essential.

**Project Manager**

The *Contractor’s* Project Manager will have the following qualifications and experience:

BSc. (Electrical Engineering) (or a proven track record of experience in the Meter Administration industry), and specialist knowledge of the Unmetered Supplies Market, relevant electricity industry procedures (including BSCP520) and technical skills in respect of Equivalent Meters and PECU arrays.

Responsible for:

* Overall responsibility for the S*ervice* and all staff employed on the contract.
* To be available via telephone contact (Monday to Friday, 0800-1800 hrs).

**Meter Administration Engineer**

The *Contractor’s* Meter Administration Engineer will have the following qualifications and experience:

HNC/HND in Electrical Engineering (or a proven track record of experience in the Meter Administration industry), specialist knowledge of the Unmetered Supplies Market (including relevant industry procedures) and technical skills in respect of Equivalent Meters and PECU arrays.

Responsible for:

* Day to day matters arising
* Liaison with relevant parties associated with the contract.
* To be available via telephone contact (Monday to Friday, 0800-1800hrs).

## SI 710 Communications

**Inception meeting**

The *Contractor* shall attend an inception meeting with the *Service Manager* within one week of the Contract Date at a mutually agreed location. At the inception meeting the programme of work shall be agreed.

**Monthly Progress reports**

The *Contractor* shall provide a monthly progress report in electronic format to the *Service Manager* three working days prior to the end of the month. It shall contain as a minimum:

* All activities undertaken by the *Contractor* in the preceding month;
* A summary of time and cost invoiced;
* Plan as detailed in SI 400
* A summary estimate of time and cost expected in the next month
* Any issue raised

**Annual Progress Meetings**

The *Contractor* shall attend annual progress meetings at a mutually agreed location The precise dates, times and location shall be agreed at the inception meeting.

Attendees for the *Contractor* shall include, as a minimum, the *Service Manager*. Other personnel shall attend on agreement with the *Service Manager*.

The *Service Manager* shall produce the agenda at least 5 working days prior to the progress meeting, and produce the minutes to all attendees within 5 days after the progress meeting. The *Service Manager* shall chair the meeting.

## SI 715 Payment provisions financial reporting

***Service Manager’s* Annual Planning**

If requested the *Contractor* assists the *Service Manager* in preparing its Annual Commercial Plan for each Financial Year.

**Monthly Spend Forecasting**

The *Contractor*:

* provides the *Service Manager* with a Monthly Spend Forecast
* provides additional forecasts or estimates and/or further information within 14 days of being requested to do so by the *Service Manager*

**Cost Capture**

The *Contractor* records cost and submits the records in a format and at intervals to be agreed with the *Service Manager*.

**Invoicing**

At the same time as submitting invoices, the *Contractor* submits all the supporting information required by the *Service Manager* to demonstrate how the amount stated as due in each invoice has been assessed.

# SI 900 Services and others things to be provided

## SI 905 Services and other things for the use of *the Employer, Service Manager* or *Others* to be provided by the *Contractor*

## Communication to PECU Arrays by the *Contractor*

The *Contractor* shall provide a telephone line or GSM Sim Card to automatically dial up each PECU every night and download the operating hours data for the previous 24 hours.

## Purchase / Supply of PECU Array

If a new PECU Array is required the *Contractor* shall determine requisite type and number. The *Contractor* may be requested to purchase the new PECU Array on behalf of the *Employer,* or a new array shall be supplied by the *Employer.*

## Installation of new PECU Arrays

### When requested by the *Employer*, the *Contractor* shall install and test Photoelectric Cell Unit (PECU) Arrays:

* Arrange for PECU Arrays and site communication to be installed, if necessary.
* Establish the load-weighted numbers of apparatus controlled by PECU, by sub-meter to establish the correct proportion of PECU’s on an array.
* Set up PECU Array details.
* Set up PECU default arrays and initial default times.
* Set up PECU Array.
* Manage, install and test PECU Array.
* Install and test PECU Array communication links.
* Obtain PECU Array data to meet the settlement run timescales.
* Obtain static data tables from Load Research.
* Produce switching times from PECU file to ensure correlation with Load Research findings.
* Maintenance and testing - remedy any faults within 5 days of detection.

## Installation of new Communication Links

### The following communications are to be established by the *Contractor* (as necessary, in accordance with BSCP 520):

* Set up PECU Communications Link.
* Install Communications Link.
* Notify SMRA of appointment as Meter Administrator and notify Equivalent Meter details in accordance with the requirements of BSCP 520.
* Ensure authorised parties have access to Equivalent Meter readings during normal working hours.
* Answer queries from Settlement Agent, Suppliers, Host PES(s), Distribution Business, the *Employer* and authorised representatives.

## SI 910 Services and other things for the use of *the Employer*

Not Used

## SI 915 Access to information at the end of the *service period*

# In addition to the requirements of 70.2 of the *conditions of contract* the *Contractor* shall provide all records relating to the service and any supplied PECU arrays as requested by the *Employer*.

# SI 1000 Health and Safety

## SI 1005 Health and Safety Requirement

SI 1005.1 The *Contractor* complies with *Employer’s* Interim Advice Note 128/15AR Highways England Supply Chain Health and Safety Incident Reporting (“**IAN 128**”), or its later update or replacement, including any time periods required by IAN 128.  If no time period is specified in IAN 128 the period of reply applies unless agreed otherwise by the *Service Manager.*

SI 1005.2 If any incident occurs that the *Contractor* considers is not within the remit of  IAN 128 then the *Contractor*

* notifies the *Service Manager* of the incident and
* reports the incident as if the incident was in the remit of IAN 128 if required by the *Service Manager*.

SI 1005.3 Any document that would otherwise fall to be disclosed by the *Contractor* to the *Employer* may be withheld by the *Contractor* provided the *Contractor*’s legal advisor confirms to the *Service Manager* that the document is

* a confidential communication between the *Contractor* and its legal advisor for the purposes of seeking or giving legal advice that the legal advisors would normal expect to be given legal privilege in the normal course of its business with the *Contractor* or
* a confidential communication between the C*ontractor* or its legal advisers and third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact finding inquiries).

**Health and Safety – 5 year plan**

HDMM Action plan

The *Contractor* prepares a health and safety maturity matrix action plan (the HSMM Action Plan) and submits it to the *Service Manager* not later than 6 weeks following the Contract Date.

The HSMM Action Plan is based on the Health and Safety Maturity Matrix (HSMM) and the associated implementation plan produced by the *Contractor* (or, where the *Contractor* is a joint venture, by each Consortium Member). It details the specific actions to be taken under this contract by the *Contractor* and its subcontractors (at any stage of remoteness from the *Employer*) in order to support delivery of the improvements identified in the implementation plans for the *Contractor* or each Consortium Member.

The *Contractor* updates the HSMM Action Plan

* as needed to support delivery of the improvements identified in the implementation plans and, in any case,
* on each anniversary of the Contract Date.

 The annual updates are based on the updated HSMM and implementation plans produced by the *Contractor* (or, where the *Contractor* is a joint venture, by each Consortium Member).

The *Contractor* keeps a controlled copy of the HSMM Action Plan available for inspection by the *Employer* and his representatives (including the *Service Manager*) at all times.

The *Service Manager* notifies the *Contractor* if at any time he considers that the HSMM Action Plan

* does not comply with the requirements of this contract or
* is not capable of delivering the improvements identified in the implementation plans.

 Following such notification, the *Contractor* reviews the HSMM Action Plan and reports to the *Service Manager* setting out his proposed changes. If the *Service Manager* accepts the proposals, the HSMM Action Plan is changed.

**Audit and Quality Management Points**

The *Service Manager* may carry out audits from time to time to verify that the *Contractor* is taking the actions detailed in the HSMM Action Plan. The *Contractor* allows access at any time within working hours to any place where it or any Subcontractor carries out any work under this contract for the *Service Manager* to carry out such audits. The *Contractor* provides all facilities and assistance necessary to allow such audits to be carried out.

If the *Contractor* fails to take the actions detailed in the quality table in relation to the HSMM Action Plan, the *Contractor* accrues Quality Management Points from the date when the failure is identified in accordance with the quality table. The number of Quality Management Points is reduced in accordance with the quality table

## SI 1020 Inspections

The *Employer* reserves the right to inspect the Health and Safety Policy and documentation at any time. The *Contractor* shall co-operate within reason.

# SI 1100 Subcontracting

The *Contractor* may subcontract work using an NEC contract. Any restrictions on the

*Contractor* subcontracting work need to be set out.

The TSC does not provide for nomination of Subcontractors, for the reasons explained in the NEC3 Engineering and Construction Contract Guidance Notes. Alternatives to achieve similar objectives are

* make the *Contractor* responsible for all work; he may then subcontract parts and the *Service Manager* retains some control over the identity of the Subcontractors using TSC clause 26 or
* provide for separate contracts, with the *Service Manager* managing the time and physical interfaces between them.

## S1 1110 Acceptance procedure

If Subcontractors are used then the *Contractor* shall use an NEC form of contract or submit a proposed alternative to the *Service Manager* for acceptance.

The *Contractor* submits the name of each proposed Subcontractor to the *Service Manager* for acceptance. The *Contractor* does not appoint a proposed Subcontractor until the *Service Manager* has accepted him. Failure by the *Contractor* to follow an acceptance procedure will be treated as *Disallowed Cost.*

# S1 1400 Parent Company guarantee

The *Employer* may ask the *Contractor* for a Parent Company Guarantee at any point during the contract if required. If the *Contractor* is asked to complete a PCG refer to Appendix C.

# Appendix A – Insurances

| **Service Information Supplementary Insurance Table (Required Insurances)** |
| --- |
| 1. **Property "All Risks" Insurance**
2. 1.1      Insured

1.1.1   *Contractor*1.1.2   *Employer*each for their respective rights and interests in the contract.1.2      Insured PropertyAll PECU arrays including and all ancillaries equipment in relation to providing the *service.*1.3      Coverage           "All Risks" of physical loss, damage or destruction to the Insured Property (in paragraph 1.2 above), unless otherwise excluded1.4      Sum Insured            At all times an amount not less than the full reinstatement or replacement value of the Insured Property (in paragraph 1.2 above), plus provision to include cover features and extensions as appropriate.1.5      Territorial Limits          United Kingdom including offsite storage and during inland transit.1.6      Period of Insurance           From the starting date until the end of the service period or a termination certificate has been issued1.7      Cover Features and Extensions1.7.1    Terrorism.1.7.2    Professional fees clause.1.7.3    Debris removal clause.1.7.4    Seventy two (72) hour clause.1.7.5    European Union local authorities clause.1.7.6    Automatic reinstatement of sum insured clause.1.7.7    Multiple insured clause incorporating the *Employer* as a co-insured party with attendant non vitiation, waiver of subrogation and notice of cancellation provisions.1.8      Principal Exclusions1.8.1   War and related perils.1.8.2   Nuclear/radioactive risks.1.8.3   Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.1.8.4    Wear, tear and gradual deterioration.1.8.5    Consequential financial losses.**2.        Third Party Public and Products Liability Insurance**2.1      Insured2.1.1    *Contractor*2.2      Interest           To indemnify the Insured (in paragraph 2.1 above) in respect of all sums which the Insured (in paragraph 2.1 above) may become legally liable to pay, (including claimant’s costs and expenses) as damages in respect of accidental;2.1.1   death or bodily injury, illness or disease contracted by any person;2.2.2   loss or damage to property;          happening during the Period of Insurance (in paragraph 2.5 below) and arising out of or in connection with the contract.2.3      Limit of Indemnity           Not less than one million pounds £1,000,000 in respect of any one occurrence, the number of occurrences being unlimited during the annual period of insurance, but one million pounds £1,000,000 in respect of any one occurrence and in the annual aggregate in respect of products or pollution liability (to the extent insured by the relevant policy).2.4      Territorial Limits           United Kingdom and elsewhere in the world in respect of non-manual visits.2.5      Period of Insurance           From the starting date until the end of the service period or a termination certificate has been issued2.6      Cover Features and Extensions2.6.1   Indemnity to principals clause 2.6.2   Cross liability clause.2.6.3   Contingent motor vehicle liability.2.6.4   Legal defence costs.2.6.5   Health & Safety at Work Act(s) clause.2.6.6   Data Protection Act clause.2.6.7   Defence appeal and prosecution costs relating to the Corporate Manslaughter and Corporate Homicide Act 2007.2.7      Principal Exclusions2.7.1    War and related perils.2.7.2    Nuclear/radioactive risks.2.7.3    Liability for death, illness, disease or bodily injury sustained by employees of the insured arising out of the course of their employment.2.7.4    Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.2.7.5    Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.2.7.6    Events more properly covered under a professional indemnity insurance policy.2.7.7    Liability arising from the ownership, possession or use of any aircraft or marine vessels.2.7.8    Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.2.7.9    Cyber risks.**3.**        **Policies to be taken out as required by United Kingdom law.**3.1      The *Contractor* is required to meet its statutory insurance obligations in full.  Insurances required to comply with all statutory requirements including, but not limited to, *Employers’* Liability Insurance and Motor Third Party Liability Insurance.3.2      The limit of indemnity for the *Employers’* Liability Insurance shall be any one occurrence inclusive of costs, the number of occurrences being unlimited during the period of insurance or such greater amount as is required by the applicable law for the duration of the Contract or such greater period as is required by law.3.3      Compulsory insurances to contain an indemnity to principals clause in respect of claims made against the *Employer* arising out of the performance of the *Contractor* of its duties under this Contract.3.4      The insurance shall be maintained from the starting date until the end of the service period or a termination certificate has been issued. |
|  |

# Appendix B - BPSS Compliance

**Annex A**

**General notes for hiring managers**

* You must see original documents, copies are not acceptable.
* All the time you need to check that birth dates, signatures and photos match.
* You must comply with the Data Protection Act. Therefore remember to delete any electronic versions of this form/personal documents and securely destroy paper copies of documents when they are no longer relevant. UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents:

[Employers: illegal working penalties - GOV.UK](https://www.gov.uk/government/collections/employers-illegal-working-penalties)



**Annex B**

**Section 1: Application details and identity verification – guidance notes**

Generally one document which contains a photo or 2 documents without photos will provide adequate proof of identity.

However not all documents are of equal value, therefore we have listed below some examples of documents that are from reliable sources, difficult to forge and dated. These documents must be current and ideally issued within last 6 months.

**Good examples of identity documents that contain a photo:**

* Current UK photo-card driving licence.
* A current passport. Please include the country of issue in section 1.3 (e.g. British passport, South African passport)

If the applicant is a citizen of the United Kingdom, Switzerland or one of the European Economic Area countries (see [Annex D](#D)), their passport can also be used as proof of their ‘right to work’. This means that no additional documentation is required to prove nationality.

**Good examples of identity documents without photos include:**

* Birth certificate, adoption certificate, gender recognition certificate
* Marriage licence, divorce or annulment papers
* Current full UK driving licence (old ‘paper’ version)
* A recent utility bill or council tax bill (valid for current year)
* Bank, building society or credit union statement or passbook containing current address
* Current benefit book or card or original notification letter from the DWP confirming the right to benefit.
* Police registration document or HM Forces identity card

**What to look for:**

* The documents shown to you must be originals. If you are unsure, consider comparing them to other examples you may have to hand
* Check that the paper and typeface of the document are similar to any others you may have to hand or may have examined recently
* Examine the documents for alterations or signs that the photograph and/or signature have been removed and replaced.
* Check that any signature on the documents tallies with other examples in your possession. If you’re unsure, ask the applicant to sign something in your presence
* Check that details given on the documents corresponds with what you already know about the individual
* Check the date of issue on each document.

**Young Applicants**

It can be difficult for young applicants to supply most of the documents listed above. If this appears to be a genuine problem, ask the applicant to supply a passport-sized photo, endorsed on the back with the signature of someone of standing in the applicant’s community, e.g. a justice of the peace, doctor, member of the clergy, teacher etc. The signatory should have known the applicant for a minimum of three years.

The photo must be accompanied by a signed statement from the signatory giving their full name, address and phone number and confirming the period they have known the applicant.



**Annex C**

**Section 2: Nationality and right to work- guidance notes**

The current advice from UK Visas and Immigration is available on their website:

[Employers: illegal working penalties - GOV.UK](https://www.gov.uk/government/collections/employers-illegal-working-penalties)

In addition, please note:

* You must be satisfied that each document produced relates to the individual, and you will need to check that all documents contain the same date of birth, photo and the person’s appearance looks the same.

* UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents:

[Employers: illegal working penalties - GOV.UK](https://www.gov.uk/government/collections/employers-illegal-working-penalties)



**Annex D**

**European Economic Area (EEA) Countries**

Citizens of the United Kingdom, Switzerland or one of the following European Economic Area (EEA) countries, have the right to work in the UK:

* Austria
* Belgium
* Bulgaria
* Cyprus
* Czech Republic
* Denmark
* Estonia
* Finland
* France
* Germany
* Greece
* Hungary
* Iceland
* Ireland
* Italy
* Latvia
* Liechtenstein
* Lithuania
* Luxembourg
* Malta
* Netherlands
* Norway
* Poland
* Portugal
* Romania
* Slovakia
* Slovenia
* Spain
* Sweden



**Annex E**

**Employment history and personal references – guidance notes**

* All employment history should be confirmed with previous employers, including overseas appointments (where the applicant was abroad for over 6 months).
* A template to send to previous employers and personal referees can be found in [Annex F](#F). However most companies will now only provide official confirmation (on letter headed paper) of when an individual worked for them. This is acceptable.
* Reasonable steps should be taken to ensure that the reference is genuine. References that are handwritten, not on headed paper, contain spelling or grammatical errors or just not convincing for any reason, should be followed up directly with the individual(s) concerned.
* If the applicant has been unemployed, or his previous employer is no longer in business, a personal reference (see below) can be obtained instead. This is not necessary if the period involved is less than 6 months.
* If the applicant has only worked for one organisation in the last 3 years, then one reference from this company is sufficient.
* Where an applicant has been in full time education during the period, confirmation must be obtained from the relevant school or other academic institution.
* Where an applicant has been overseas during the last 3 years, it is sufficient to see the entry visa. Some countries no longer issue exit visas.
* Where a young person has difficulty in providing both evidence of identity and adequate referee coverage, it may be appropriate to obtain both from the same referee.

**Personal references**

* Personal references are acceptable when no other reference is available. Family members (including in-laws) are not suitable for references.
* The applicant should provide the details of someone of professional standing (eg solicitor, civil servant, teacher, accountant, bank manager, doctor, officer of the armed forces) who has sufficient knowledge of the applicant to provide a considered reference. If the applicant is unable to nominate such a person, then references should be obtained from personal acquaintances. Personal acquaintances cannot provide references if they are involved in any financial arrangements with the applicant.



**Annex F**

**Personal reference template**

…………………………………………………………………………………………..

Dear

**SUBJECT:**

**1. Over what period have you known the subject and in what capacity?**

From: To:

Capacity:

**2. Are you related to the subject? If so, please state your relationship.**

**3. Do you believe the subject to be honest, conscientious and discreet?**

I declare that the information I have given on this form is true to the best of my knowledge.

Name:

Signature:

Date:

Address:

Tel No:

Email:

# Appendix C - Form of Parent Company Guarantee

DATED

|  |
| --- |
| **HIGHWAYS ENGLAND COMPANY LIMITED** as Employer**[●]**as Guarantor |
| **PARENT COMPANY GUARANTEE**relating to a term contract for the provision of consultancy services in respect of [                              ] |

**DATED [●]**

**PARTIES**

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

**BACKGROUND**

1. By the Contract, the Employer has employed the Contractor to provide the Services.
2. The Guarantor is the ultimate parent company of the Contractor.
3. 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 Employer (1) and the Contractor (2) under which the Contractor has agreed to provide the Services.

“**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) 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.

“**Services**” means the services to be provided by the Contractor pursuant to the Contract.

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 Employer agreeing to enter into the Contract with the Contractor, the Guarantor irrevocably and unconditionally guarantees and undertakes to the Employer that:

1. the Contractor will perform and observe all his obligations under the Contract at the times and in the manner provided in the Contract; and
2. 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 cause it to be made good and shall indemnify the Employer against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the Employer arising from or in connection with it.

2.2 The Guarantor shall also indemnify the Employer against:

1. any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the Employer in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
2. any loss or liability suffered or incurred by the Employer 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.

2.3 Except in the case of an action under clause 2.2 or clause 5, 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.

1. **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 Employer 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 Employer 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:

1. an Insolvency Event;
2. 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;
3. the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
4. any time given, waiver, forbearance, compromise or other indulgence shown by the Employer to the Contractor;
5. the assertion or failure to assert or delay in asserting any rights or remedies of the Employer or the pursuit of any right or remedy of the Employer;
6. 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
7. 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,

3.4 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.

3.5 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 Employer and the Contractor shall be binding on the Guarantor.

**4 Variations to the Contract**

4.1 The Guarantor authorises the Contractor and the Employer 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 Employer that:

1. if a liquidator is appointed in respect of the Contractor and the liquidator disclaims the Contract; or
2. 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 Employer 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 Employer in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the Employer to claim or have the benefit of any security which the Employer holds for any money or liability owed by the Contractor to the Employer. 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 Employer 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 shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

**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 and Wales save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

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

 EXECUTION PAGE

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

or

|  |  |
| --- | --- |
| Executed as a deed by **[GUARANTOR]** acting by: | )) |
|  |  |
|  | Direct Director |
|  |  |
|  | Direc Director/Secretary |

# Appendix D - Form of novation agreement

DATED [●]

|  |
| --- |
|  HIGHWAYS ENGLAND COMPANY LIMITEDas Old Employer**[●]**as New Employer**[●]**as Contractor |
| **DEED OF NOVATION**relating to a term contract for the provision of services in respect of [●]  |

DATED

PARTIES

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

BACKGROUND

1. By the Contract, the Old Employer has employed the Contractor to provide the Services.
2. [Pursuant to the Contract, the Old Employer has issued Task Order number [●] to the Contractor.
3. The Old Employer has agreed (with the consent of the Contractor) to transfer all its rights and obligations in respect of the Task Order to the New Employer and the Contractor has agreed to accept the liability of the New Employer in place of the liability of the Old Employer in relation to the Task Order upon and subject to the terms of this deed, which is supplemental to the Contract
4. **DEFINITIONS AND INTERPRETATION**

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

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

“Services” means the 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 re 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*.

1. **NOVATION**

2.1 The Old Employer and the Contractor release and discharge each other from the further performance of their respective obligations in respect of the Task Order and the Contractor acknowledges and accepts the liability of the New Employer in place of the liability of the Old Employer under the Contract insofar as it relates to the Task Order.

2.2 The Contractor undertakes to be bound to the New Employer by the terms of the Contract insofar as it relates to the Task Order in every way as if the New Employer was and always had been a party to the Contract in place of the Old Employer.

2.3 The Contractor acknowledges and warrants to the new Employer that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract insofar as it relates to the Task Order.

1. **NEW EMPLOYER’S UNDERTAKING**

3.1 The New Employer undertakes to be bound to the Contractor by the terms of the Contract insofar as it relates to the Task Order and to perform the obligations on the part of “the Employer” in relation thereto in every way as if the New Employer was and always had been a party to the Contract in place of the Old Employer.

**4. PAYMENT OF SUMS DUE**

4.1 The Contractor and the Old Employer agree that the total amount to be paid by the Old Employer to the Contractor for Services provided under the Contract pursuant to the Task Order prior to the date of this deed is £[●]. The Contractor acknowledges that the Old Employer has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Contractor to the Old Employer and paid by the Old Employer in accordance with the Contract.

4.2 The Contractor and the New Employer agree that the New Employer shall be solely responsible (to the exclusion of the Old Employer) for payment of all sums due to the Contractor under the Contract for Services provided after the date of this deed.

4.3 [Where, under Clause 2.2 above or under any other contract between the New Employer and the Contractor, any sum of money is recoverable from or payable by the Contractor to the New Employer, 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 Employer to the Contractor under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty’s Government.][[1]](#footnote-1)

1. **NOTICES**
	1. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).

1. **GOVERNING LAW AND DISPUTES**

6.1 The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under this deed shall be subject to the jurisdiction of the English courts.

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

Appendix E - Form of novation agreement (for use when a Task Order is to be novated).

**Novation Agreement –**

DATED [●]

|  |
| --- |
| HIGHWAYS ENGLAND COMPANY LIMITED as Old Employer**[●]**as New Employer**[●]**as Contractor |
| **DEED OF NOVATION**relating to a task order under a contract for the provision of a service in respect of [●]  |

**DATED**

**PARTIES**

1. **Highways England Company Limited ( a company incorporated in and in accordance with the laws of England, having as its registered number 09346363) of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ.** **(the “Employer”)**
2. [***insert details of replacement authority***] (the “**New Employer**”)
3. [●] (company no [●]) whose registered office is at [●] (the “**Contractor**”)

**BACKGROUND**

1. By the Contract, the Old Employer has employed the Contractorto Providethe Service.
2. Pursuant to the Contract, the Old Employer has issued Task Order number [●] to the Contractor.
3. The Old Employer has agreed (with the consent of the Contractor) to transfer all its rights and obligations in respect of the Task Order to the New Employer and the Contractor has agreed to accept the liability of the New Employer in place of the liability of the Old Employer in relation to the Task Order upon and subject to the terms of this deed, which is supplemental to the Contract.

**Operative Provisions**

1. **Definitions and interpretation**
	1. Unless the contrary intention appears, the following definitions apply:

“**Contract**” means a contract for the provision of s*ervices* formed by the Old Employer and the Contractor dated [●] and includes any later additions, amendments or variations to the Contract.

“**Task Order”** means Task Order Number/ reference [●]

* 1. 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.
	2. Words in this deed denoting the singular include the plural meaning and vice versa.
	3. 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.
	4. 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.
1. **Novation**
	1. The Old Employer and the Contractor release and discharge each other from the further performance of their respective obligations in respect of the Task Order and the Contractor acknowledges and accepts the liability of the New Employer in place of the liability of the Old Employer under the Contract insofar that it relates to the Task Order.
	2. The Contractor undertakes to be bound to the New Employer by the terms of the Contract insofar as it relates to the Task Order in every way as if the New Employer was and always had been a party to the Contract in place of the Old Employer.
	3. The Contractor acknowledges and warrants to the New Employer that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract insofar as it relates to the Task Order.
2. **New EMPLOYER’S undertaking**
	1. Subject to 4.1, the New Employer undertakes to be bound to the Contractor by the terms of the Contract insofar as it relates to the Task Order and to perform the obligations on the part of the *Employer* under the Contract in every way as if the New Employer was and always had been a party to the Contract in place of the Old Employer.
3. **Payment of sums due**
	1. The Contractor and the Old Employer agree that the total amount to be paid by the Old Employer to the Contractor for a service provided under the Contract pursuant to the Task Order prior to the date of this deed is £[●]. The Contractor acknowledges that the Old Employer has paid the sum of £ [●] prior to the date of this deed. The balance of £ [●] shall be invoiced by the Contractor to the Old Employer and paid by the Old Employer in accordance with the Contract.
	2. The Contractor and the New Employer agree that the New Employer shall be solely responsible (to the exclusion of the Old Employer) for payment of all sums due to the Contractor *u*nder the Contract pursuant to the Task Order for the service provided after the date of this deed.
	3. [Where, under Clause 2.2 above or under any other contract between the New Employer and the Contractor, any sum of money is recoverable from or payable by the Contractor to the New Employer, 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 Employer to the Contractor under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty’s Government.]
4. **Notices**
	1. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).
5. **Governing law and disputes**
	1. This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
	2. The Parties agree that the courts of England and Wales 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 Highways England under seal]*Executed as a deed for and on behalf of **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing his common seal in the presence of | ))) |
|  |  |
|  |  |
|  | Director |
|  |  |
|  | Director/Secretary |
|  |  |
|  |  |
| OPTION 1b *[execution by Highways England under seal]*Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** by affixing his common seal in the presence of: | )) |
|  |  |
|  | Authorised Signatory |
|  |  |
|  | Authorised Signatory |
|  |  |
| OPTION 2a Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by: | )) |
|  |  |
|  | Director |
|  |  |
|  | Director/Secretary |
|  |  |
| OPTION 2b Executed as a deed by **HIGHWAYS ENGLAND COMPANY LIMITED** acting by: | )) |
|  |  |
|  | Authorised Signatory |
|  |  |
|  | Authorised Signatory |
| Executed as a deed by **[NEW EMPLOYER]** in the presence of: |  |
|  |  |
|  | Authorised Signatory |
|  |  |
|  | Authorised Signatory |
|  |  |
| Executed as a deed by **[CONTRACTOR]** in the presence of: | )) |
|  |  |
|  | Director |
|  |  |
|  | Director/Secretary |

# Appendix F - Declaration of Interest Form

**Official-Sensitive
(only when not a nil return)**

**Highways England Company Limited Declaration of Interest Form
(for use by individuals with non-employment contract status)**

**Purpose**

This form asks you to provide information in respect of actual, potential or perceived conflicts of interest in line with the Public Contracts Regulations 2015, the Concession Contract Regulations 2016 and Highway England’s own policies including in regard to procurement and transparency.

The fact that you have an actual, potential or perceived conflict of interest is not necessarily a barrier to your involvement in a particular decision. The nature of action taken, when handling conflicts of interest, will depend on a number of factors which will be considered by Highways England and the decision of Highways England will be final.

|  |
| --- |
| 1. **Personal details (for Highways England and statutory records, please advise any subsequent changes)**
 |
| 1. Role/service provided
 |  |
| 1. Present surname and any former surname(s)
 |  |
| 1. Present forename(s) and any former forename(s)
 |  |
| 1. Phone Numbers a) landline b) mobile (Highways England restricted use only)
 |  |
| 1. Date form completed
 |  |
| 1. **Directorships**
 |
| Are you a director or a "shadow director"1of any company? YES/NO | If YES, please provide the names of the companies, business sector, and date you became a director.  |

 “shadow director “ means a person in accordance with whose instructions the directors of the company are accustomed to act. If you are a director or a shadow director of a company and, as a consequence are also a director or shadow director of several subsidiaries, a general description of the subsidiaries will suffice.

|  |
| --- |
| 1. **Other business interests**
 |
| Are you a partner, employee or a consultant (paid or otherwise) in any business? YES/NO | If YES state the names and give the nature of the businesses where this is not indicated in the title and the nature and start date of your involvement with each partnership, employment or consultancy. |
| Have you held any fiduciary office or position of trust (paid or otherwise) in the last 10 years? YES/NO Include public and any political offices.  | If YES please give details and if you no longer hold the position, describe the circumstances in which you ceased to do so. |
| Do you have a direct shareholding in any company in the sector in which Highways England operates? YES/NO  | I hold the following shares/I do not hold any shares in the sector in which Highways England operates. |
| 1. **Voluntary work**
 |
| Are you involved in or a member of any professional bodies, charities, special interest or political groups in the sector which Highways England operates? YES/NO. | If YES provide details. |
| 1. **Other**
 |
| Are there any other matters which you, or a reasonable member of the public might perceive that Highways England should be aware of which might impact on your role as a consultant to Highways England or the reputation of Highways England? YES/NO  | If YES provide details. |
|  |
| Are there any matters or relevant interests, (including significant interests of close [[2]](#endnote-1)2 members of your family) which might influence your judgement, deliberation or action in providing services to/your role in Highways England or be perceived by a reasonable member of the public as doing so? YES/NOPlease include information on any directorships and business interests in respect of close members 2 of your family in respect of the sphere in which Highways England operates.  | If YES provide details. |
| 1. **Connected persons**
 |
| Please confirm (in the box to the right) that, in relation to the questions contained in sections 3, 4, 6, above, no additional information would need disclosure in relation to any connected person. | I confirm that no additional information requires disclosure.I have provided additional information above.  |

2 Close members means a) an individual’s domestic partner and children b) children of individuals domestic partner c) or independents domestic partners, d) parents and in-laws and e) siblings.

**Declaration**

1. I declare that to the best of my knowledge and belief (having taken all reasonable care to ensure that such is the case) the answers to all of the above questions are true and not misleading.
2. I shall not communicate to any person, firm, company or other legal entity other than Highways England employees or consultants engaged by or on behalf of Highways England in connection with the same matter any commercially sensitive or confidential information in connection with my work at Highways England (unless Highways England grants permission in writing to share commercially sensitive or confidential information with such person, firm, company or other legal entity).
3. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not seek to obtain any commercial advantage for myself, my employer or any connected persons, or personal advantage, from my work at Highways England.
4. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not assist my employer, any organisation connected with my employer, or any other organisation or person in tendering for any contract opportunity with Highways England that I have worked on in my capacity as a consultant to Highways England.
5. I shall not pay, give, receive or offer to pay, give, receive any sum of money or other consideration directly or indirectly to any person whatsoever for any act described in paragraphs 2, 3 and 4 above. If any offer is made to me to breach this declaration, I shall report it immediately to Highways England.
6. All documentation that I have access to in my role as a consultant to Highways England shall be made available to Highways England to form part of any relevant tender information pack. Any information that may give me, my employer or a third party any advantage in a tender process shall be returned to Highways England.
7. I understand that I may only be involved in the evaluation of a tender for Highways England where expressly sanctioned in writing by Highways England. I understand that I will not be involved in the process for agreeing any extension to my contract or the contract of any consultant who shares with me the same employer.
8. I understand that I am not to be involved in looking at the route to market for any contract, project or task for which I or my employer may wish to tender and not to be involved in the assessment of resources being proposed for such contract, project or task. I agree to remove myself from any discussions relating to the procurement route for any contract, project or task for which I or my employer may wish to tender and I agree not to discuss these matters with my employer or with the team responsible for managing the contract, project or task in my firm.
9. Should any of the information on this declaration change or should I become aware of a potential, perceived or actual conflict of interest I will immediately contact Highways England to inform them and will take all reasonable steps to mitigate or remove the potential, perceived or actual conflict of interest.
10. I understand that if I do not comply with the statements in this declaration I may prejudice my employers ability to participate in tendering for contract opportunities with Highways England, I may have my contract with Highways England terminated and could face legal action.
11. I confirm that I have read and understood the requirements related to conflicts of interest in the contract between my employer and Highways England for the provision of the services.

|  |  |
| --- | --- |
| Signed by the *Contractor*Date |  |

|  |  |
| --- | --- |
| Acknowledged by the *Employer*Date |  |

**For Highways England’s use only -** Only applicable when involved in the tendering process

Acceptance/ Non-acceptance

I have considered the impact on the assessment and the risks to the Highways England objectives.

I am willing to accept this supplier for this assessment as a result of this consideration**.**

I am not willing to accept this supplier for this assessment as a result of this consideration**.**

Please record reasoning for decision:

**Signed: .............................................................**

**Name in Block Capitals: .............................................................**

**Post and Grade: [[3]](#footnote-2) .............................................................**

# Appendix G – Not Used

**Appendix H - ACRONYMS and DEFINITIONS**

**Acronyms**

The terms used in this specification are defined as follows:-

BSC(P) Balancing and Settlement Code (Procedure)

CMS Central Management System

DNO Distribution Network Operator

EM Equivalent Meter (comprising both hardware and software)

EMR Electricity Market Reform (UK government scheme established by the Energy Act 2013)

GSM Global System for Mobile communication)

GSP Grid Supply Point

HHDC Half Hourly Data Collector

KVAr Kilovolt Amps - reactive

kWh Kilowatt Hour

MA Meter Administrator

MSID Metering System Identifier

MST Motivating Success Toolkit

PECU Photo Electric Control Unit

PES Public Electricity Supplier

PSL100 Party Service Line: Generic non-functional requirements for licensed Distribution System Operators & Party Agents.

SMRA Supplier Meter Registration Agent

SMRS Supplier Meter Registration Service

SVA Supplier Volume Allocation

UMS Unmetered Supplies

UMSO Unmetered Supplies Operator of the LDSO

**Definitions**

For clarification, definitions are provided below for terms specifically associated with UMS:-

Apparatus: means all equipment in which electrical conductors are used, supported or of which they may form a part.

Array: means a photoelectric control unit.

Charge Code A Charge code is a 13 digit number assigned to apparatus that UMS Customers wish to add to their inventories.

Dawn: means 30 minutes before sunrise.

Dusk: means 30 minutes after sunset.

Equivalent Meter is the hardware and software that is used to calculate Half-Hourly electricity consumption values associated with Unmetered Apparatus.

GSM modem GSM modem is a specialized type of modem which accepts a SIM card, and operates over a subscription to a mobile operator, just like a mobile phone.

Host PES: shall have the meaning given to that term in the Settlement Agreement.

Load Research: research undertaken under the direction of the Electricity Pool of England (and Wales) to determine the loading of the electrical equipment connected as part of the Customer’s Installation.

Meter Administrator means a person appointed by a Supplier to calculate estimated energy consumption for Equivalent Unmetered Supplies.

PECU Array means the hardware described in BSCP 520, Appendix 4.5

Settlement Agent the EMR Settlement Services Provider who delivers settlement for the Contract for Difference and the Capacity Market.

Settlement Agreement: means the Balancing and Settlement Code (operated by Elexon), including all Service Lines and Agreed Procedures (as therein defined) made under it.

Sunrise: means the time when the sun’s apparent disc is below and tangential to the horizon at sea level and to the east of the observer.

Sunset: means the time when the sun’s apparent disc is below and tangential to the horizon at sea level and to the west of the observer.

Supplier: means a person who is holder of a licence to supply electricity under Section 6 of the Electricity Act 1989 or is exempted from holding such a licence under the Act

Supplier Meter The service for registration of data relating to

Registration Service SVA Metering Systems maintained (for the purposes of the Code) by the Licensed Distributors.

Switch Regimes A Switch Regime is a three digit numeric/alpha-numeric code for any Unmetered Supply equipment identifying the number of hours that the equipment will be operational. It also details the on/off times of the equipment.

**Appendix I - PECU Array Site Details**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Customer ID** | **MPAN** | **DNO area (North)** | **PECU array location** | **PECU array ID** | **Latitude**  | **Longitude** |
| **Degrees** | **Minutes** | **Degrees** | **Minutes** |
| HA004 | 15 9300 0007 858 | Northern Powergrid08450 702 703 | Shiremoor Depot, Newyork Road,Shiremoor, Tyne and Wear NE27 0TSTel : Admin 01912294401 | 3010 | 55 | 1 | 1 | 30W |
| HA002- Area 7, 10, 12, 17 | 23 3641 2002 114 | Northern Powergrid08450 702 703 | Gildersome Primary Substation, Bradford Rd,West Yorkshire LS 27DNO Substation Access -Tel 08450 702703 | 3007 | 54 | 11 | 1 | 39W |
| GXG027 | 16 1003 6001 684 | Electricity NorthWest0800 195 4141 | 132KV Substation-Redclyffe RdTrafford Park Greater Manchester M41 7LGDNO Substation Access - Tel 0800 1954141 | 3001 | 53 | 28 | 2 | 21W |
| DXD004 | 13 0005 0608 757 | SP Energy Networks0845 273 4444 | Manweb District Office, Prenton Way, Merseyside CH43Tel : Admin 01516092076 | 3005 | 53 | 24 | 3 | 6W |
| HA011 | 11 0003 9925 384 | Western PowerDistribution0845 724 0240 | Highways EnglandJunction 13 of the M1 | 3004 | 53 | 10 | 1 | 20W |
| HA012 | 14 9005 0007 180 | Western PowerDistribution0845 724 0240 | GPU Building, George Road, Erdington, West Midlands B23Tel Admin : Inducdtion Required -Tel 0845 7240204 | 3011 | 52 | 27 | 2 | 2W |
| HA005 | 10 2349 7465 391 | UK Power Networks0845 601 4516 | Junction 13 of the M1Mobile Phone TransmitterA421 MK17 8HSPlease contact the *Service Manager*  | 3004 | 52 | 12 | 0 | 7E |
| HA007 | 19 0006 0417 099 | UK Power Networks0845 601 4516 | Currently sharing 1504 Array. Future requirement to find a location and fit a PECU Array. Contact UK Power Networks Tel 0845 6014516 | 1504 | 51 | 8 | 0 | 16E |
| HA008 | 20 0005 0303 606 | SSE Power Distribution0800 048 3516 | St.Johns Substation, Newbury, Berkshire RG14 7QBDNO Substation Access - Tel 0800 0483516 | 1905 | 51 | 1 | 1 | 19W |
| HA009 | 22 0003 2116 724 | Western PowerDistribution0845 601 2989 | Training Centre, off Venture Way,Taunton, Somerset TA2 8DETel Admin 01823 286901 | 3008 | 51 | 1 | 3 | 5W |

1. Delete if not novated to a Department or Office of Her Majesty’s Government [↑](#footnote-ref-1)
2. [↑](#endnote-ref-1)
3. This section of the agreement must be countersigned by PB8 SSD, or if one not available a PB8 PLT Member.

**Registered office Bridge House, 1 Walnut Close, Guildford. Highways England Company Limited registered in England and Wales number 09357363** [↑](#footnote-ref-2)