

Code of Practice 635

Issue 3 September 2023

Accreditation and Authorisations of Independent Connection Providers (ICPs)



Amendment Summary

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1 Introduction

On 21 January 2015, the Office of Gas and Electricity Markets (Ofgem) published its document ‘The Findings of Our Review of The Electricity Connections Market’. Resulting from this review was the introduction of a new condition into the electricity distribution licence which requires all Distribution Network Operators (DNO’s) to comply with the Competition in Connections Code of Practice which was approved by Ofgem in July 2015 and became effective from 30 October 2015.

2 Scope

This Code of Practice (CoP) documents the arrangements between Electricity North West Limited and ICPs to facilitate the effective authorisation of ICP personnel to enable the provision of connections at Low Voltage, High Voltage and Extra High Voltage.

The arrangements shall apply to:

- Low Voltage: Live for overhead and underground.
- High Voltage: 11/6.6kV overhead and underground.
- Extra High Voltage: 33kV and 132kV overhead and underground

3 Definitions

Accreditation	Accreditation awarded to an ICP under NERS.
Authorisation	Approval of individual ICP employees or their contractors and recognition of the competence of such persons to carry out specified activities on the ENWL system.
AP	Authorised Person - a competent person authorised to undertake specified duties.
CiC	Competition in Connections.
CP	Competent Person – a person with sufficient technical knowledge and/or experience to avoid danger when working on, or adjacent to an electricity distribution system.
DNO	Distribution Network Operator – Companies that own and operate electrical distribution networks.
ENA	Energy Networks Association – the organisation which represents the transmission and distribution network operators for gas and electricity in the UK and Ireland.
ICP	Independent Connections Provider - A company assessed and accredited through NERS for specific activities associated with the design and build of electrical distribution networks.

IDNO	Independent Distribution Network Operator.
NERS	National Electricity Registration Scheme - operated by Lloyds Register on behalf of the GB DNOs'. Lloyds perform technical assessment of service providers who elect to be assessed for accreditation as an ICP for contestable works associated with the installation of electrical connections.
Ofgem	The Office of Gas and Electricity Markets.
SAP	Senior Authorised Person – a competent person authorised to undertake specified duties.
SMS	Safety Management System.
Switching	The operation of circuit breakers, isolators, disconnectors, fuses or other methods of making or breaking an electrical circuit and/or the application and removal of Circuit Main Earths.

4 Responsibilities

4.1 Electricity North West Limited

It is the responsibility of Electricity North West Limited to apply this CoP thereby enabling ICPs to undertake their activities on Electricity North West Limited's distribution network. This includes the provision of relevant information on the network and associated operational assets.

4.2 ICP

It is the responsibility of ICPs to comply with the requirements relating to the authorisation option(s) adopted in this CoP.

For work under Option 1 (see [section 7](#)) and Option 3 (see [section 9](#)), ICPs are responsible for determining the relevant competence requirements for the work to be undertaken, implementation of a safe system of work and for the issue of an appropriate authorisation to their employees or contractors.

5 Accreditation

5.1 National Electricity Registration Scheme (NERS)

An ICP wishing to carry out work within the contestable market must be accredited under the NERS scheme. Electricity North West Limited recognises this scheme and, provided that the ICP holds accreditation for the appropriate scope of work, the ICP can carry out work within the contestable connections market.

The scheme specifies the minimum criteria against which a service provider must be assessed to determine their technical competence and achieve accreditation under the relevant scheme. The assessment criteria for the scheme are intended to enable service providers to be recognised as technically competent, aware of design and safety principles, and capable of installing new connections to high levels of quality and safety.

5.2 Lloyds Accreditation

The Lloyd's Register Group operates on behalf of the utility industry and their regulators to independently assess service providers seeking to work within the contestable electricity markets under the National Electricity Registration Scheme (NERS).

6 Authorisation Options

Once the ICP has been accredited as described above, the ICP should agree with Electricity North West Limited the most appropriate authorisation option for the work to be undertaken.

These options and scopes are summarised in [Table 1](#) below.

Table 1

	OPTION 1 ICP authorises own CPs, APs and SAPs for work on ENWL network		OPTION 2 Electricity North West authorises ICP CPs, APs and SAPs		OPTION 3 Transfer of Control to ICP	
	<i>Refer to section 7</i>		<i>Refer to section 8</i>		<i>Refer to section 9</i>	
Unmetered work	Yes	Connections, transfers and disconnections of Street Lighting & Street kiosks.	Yes	Connections, transfers and disconnections of Street Lighting & Street kiosks.	No	
Unmetered operations	Yes	Non-intrusive testing that does not require switching	Yes	Insertion/removal of fuses and links. Testing. Planned supply interruptions.	No	
LV work	Yes	Connections by mains and service cable jointing.	Yes	Connections by mains and service cable jointing. Connections by mains and service overhead line work	No	
LV Operations	Yes	LV Switching, testing associated with work not involving supply interruptions	Yes	LV Switching, testing. Planned supply interruptions.	No	
HV Work (6.6/11kv)	No		Yes	Cable jointing work. Overhead line work. Substation/switchgear work.	Yes	Cable jointing work. Overhead line work. Substation/switchgear work.
HV Operations (6.6/11kv)	No		Yes	Switching, making safe for work on HV network.	Yes	Switching, making safe, testing and for work on the transferred section of HV network only.
EHV Work (33/132kv)	No		Yes	Cable jointing work. Overhead line work. Substation/switchgear work.	Yes	Cable jointing work. Overhead line work. Substation/switchgear work.
EHV Operations (33/132kv)	No		Yes	Switching, making safe for work on EHV network.	Yes	Switching, making safe, testing for work on the transferred section of EHV network only.

7 Option 1 Authorisation

Option 1 is available for the following activities:

- Unmetered work: Connections to Street Lighting and Street kiosks; LV terminations.
- Unmetered operations: Non-intrusive testing that does not require switching associated with connections to Street Lighting and Street kiosks.
- LV work: Connections by mains and service cable jointing.
- LV Operations: LV Switching and testing associated with work not involving supply interruptions

Option 1 allows accredited ICPs to authorise their own employees and contractors' employees to carry out work on the Electricity North West Limited distribution system following their own safe systems of work in accordance with option 1 of the CiC CoP practice under part C 5.2 ICP Authorisation of ICP Employees and Contractors.

7.1 Safety Management System

Under option 1, ICPs shall operate under their own Safety Management System (SMS). The ICP's Safety Rules shall, as a minimum, meet the requirements of the Model Distribution Safety Rules and be of an equivalent, relevant standard to Electricity North West Limited's (in all cases the SMS should align to OHSAS18001 or equivalent).

ICPs are responsible for determining the relevant competence requirements for the work to be undertaken and for the issue of an appropriate authorisation to their employees or contractors. The relevant competence requirements shall include any network specific issues identified by the ICP following consultation and communication with the DNO on whose Distribution System the work is to be carried out.

Whilst not normally required to do so, Electricity North West Limited reserve the right to request ICPs to provide necessary details of its SMS. When required thereafter, ICPs shall provide reasonable information regarding their ongoing SMS to Electricity North West Limited.

Electricity North West Limited reserve the right, without prior agreement, to carry out reasonable checks on the application of the relevant SMS to demonstrate so far as reasonably practicable that safety assurance is in place for any ICP working on its Distribution System.

7.2 Competence

Fundamental to an authorisation process is for ICPs to ensure the required training, experience, knowledge, skills, familiarisation and assessment are in place before persons are authorised.

It is the responsibility of the ICP to ensure that the familiarisation includes any network specific issues identified during consultation and communication with Electricity North West Limited.

7.3 Policies, Procedures, Processes and Information

Either party shall make available to the other, relevant policies, operational processes, local information and procedures as required to facilitate safe working on Electricity North West Limited's Distribution network. This may be in writing or by personal briefing as may be appropriate. An example of this could be information

relating to local operational restrictions, substation access restrictions, LV abnormal running procedures or electrical testing. A list of information provided by Electricity North West Limited is listed in Appendix A. This would need to be supplemented by any additional information requested by the ICP's competent person controlling the work following their review of the site specific circumstances of the work.

All necessary network drawings shall be updated by the ICP in line with Electricity North West Limited's System Amendment Tracking System (SATS) and the requirements in Electricity Specification (ES) 281.

Both the ICP and Electricity North West Limited will record and store for future reference, all such policies, operational processes, certification, local information, procedures and briefing notes.

7.4 Prior to Work on the System

Prior to commencement of the activities under this option, the ICP shall be required to sign an [Indemnity Form](#) (an example of which is shown in [Appendix B](#)) and once signed, Electricity North West Limited will write to the ICP to confirm the scope of work which has been agreed.

Following receipt of the signed Indemnity Form, appropriate representatives from the ICP shall attend an 'Option 1 Confirmation Meeting' with the Electricity North West Limited System Operations and Training Academy teams to verify:

- that the ICP's accreditation is appropriate and valid
- that the scope of work is defined and understood
- any specific requirements identified by the ICP

The ICP should arrange a familiarisation training session for its employees or contractors which enables basic training and understanding of network specific issues and relevant local procedures. In most cases this will be determined by the outcome of the Option 1 Confirmation Meeting and the ICP representatives will be required to cascade this training within their organisation. Alternative options could be investigated if necessary and these can be discussed at the confirmation meeting.

LV operations under Option 1 will require the ICP to comply with ENWL requirements for abnormal running.

The ICP shall authorise its own or its contractors employees and is responsible for ensuring ongoing competence and re-authorisation.

7.5 Inspection and Monitoring

Electricity North West Limited reserve the right to inspect and monitor the works conducted by any ICP engaged in activity on its distribution network.

Any non-conformities relating to the work being carried out, shall be brought to the attention of the person in charge of the works on site verbally, and be followed up by a formal report highlighting the areas of non-conformity and the required remedial action.

For any major non-conformities that in the view of the Electricity North West Limited representative could create danger arising from the Electricity North West Limited electrical network, an immediate cessation of the works may be ordered, and the affected network made safe pending further investigation.

Electricity North West Limited reserves the right to insist that an ICP suspends an operative's authorisation in the event of serious safety or quality issues.

Where necessary to prevent danger, Electricity North West Limited reserves the right to suspend or withdraw the ICP's activities on its network. This right may be exercised where, in the opinion of Electricity North West Limited, the ICP is employing operatives who are creating danger.

8 Option 2 Authorisation

Option 2 may be chosen for all unmetered, LV, HV and EHV work or operations and requires Electricity North West to authorise ICP's employees and employees of their contractors in accordance with option 2 of the CiC CoP under part C 5.2 ICP Authorisation of ICP Employees and Contractors. Under certain circumstances, this may include the ICP carrying out the Authorisation interview under delegated powers.

8.1 Safety Management System

Under option 2, ICPs shall operate under Electricity North West Limited's electrical SMS. This means adopting the Electricity North West Limited Distribution Safety Rules and any associated policies.

Electricity North West Limited may carry out reasonable checks on the application of the SMS in order to ensure, so far as reasonably practicable, that safety assurance is in place for any ICP working on its Distribution Network.

8.2 Competence

Electricity North West Limited will determine the relevant competence requirements to suit the scope of electrical work to be undertaken by the individual. This will include the required training, experience, knowledge, skills, and familiarisation for Electricity North West Limited to assess and authorise the individual. It is the responsibility of the ICP to ensure that the individual receives these and is then provided with any training on subsequent updates to the Electricity North West Limited safe system of work.

The familiarisation shall include any network specific issues identified during consultation and communication with Electricity North West Limited.

Electricity North West Limited may undertake appropriate checks to demonstrate, so far as is reasonably practicable, that the ICP's or contractor's employee understands the network hazards and procedures.

In determining the competence, Electricity North West Limited will consider authorisations issued by other DNOs in order to minimise unnecessary duplication and repeat authorisation assessments.

8.3 Policies, Procedures, Processes and Information

Electricity North West Limited shall make available to the ICP, relevant policies, operational processes, local information and procedures as required to facilitate safe electrical working on Electricity North West Limited's Distribution System. This may be on-line or in writing or by personal briefing as may be appropriate. An example of this could be information relating to local operational restrictions, substation access restrictions, phasing issues, test bushings, earthing harnesses or electrical testing.

Both the ICP and Electricity North West Limited will record and store for future reference, all such policies, operational processes, certification, local information, procedures and briefing notes.

All necessary network drawings shall be updated by the ICP in line with Electricity North West Limited's System Amendment Tracking System (SATS) and the requirements in Electricity Specification (ES) 281.

Once authorised, ICP APs and SAPs will be brought into Electricity North West Limited's operational management regime, receiving all operational updates, bulletins and alerts and invites to any Operations Seminars.

8.4 Prior to Work on the System

It is the responsibility of the ICP to ensure that only individuals authorised by Electricity North West Limited are instructed to carry out work on the Electricity North West Limited distribution network.

The ICP employee or contractor employee shall attend an authorisation interview with the Electricity North West Limited System Operations and Training Academy team. Following successful interview and assessment, the ICP AP/SAP will be issued with an Electricity North West Limited authorisation specifying the scope of works permitted. The authorisation will be subject to review and renewed on a periodic basis.

On-line access to the Electricity North West Limited Distribution Safety Rules and Operational Codes of Practices will be made available to the ICP and appropriate substation access keys will be issued to the individual for the duration of the authorisation period. It is the responsibility of the ICP to ensure that the individual receives and complies with any policy or procedural updates to the Electricity North West Limited electrical safe system of work.

Detail on specific requirements for this option can be found in CoP 614 "Authorisation" section 13.1.

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8.5 Inspection and Monitoring

Electricity North West Limited reserve the right to inspect and monitor the works conducted by any ICP engaged in activity on its distribution network.

Any non-conformities relating to the work being carried out, shall be brought to the attention of the person in charge of the works on site verbally, and be followed up by a formal report highlighting the areas of non-conformity and the required remedial action.

For any major non-conformities that in the view of the Electricity North West Limited representative could create danger arising from the Electricity North West Limited electrical network, an immediate cessation of the works may be ordered and the affected network made safe pending further investigation.

Electricity North West Limited reserves the right to insist that an ICP suspends an operative's authorisation in the event of serious safety or quality issues.

Where necessary to prevent danger, Electricity North West Limited reserves the right to suspend or withdraw the ICP's activities on its network. This right may be exercised where, in the opinion of Electricity North West Limited, the ICP is employing operatives who are creating danger.

9 Option 3 Authorisation

Option 3 is available for the following activities:

- HV Work: Cable jointing work; Overhead line work; Substation/switchgear work.

- HV Operations: Switching, making safe, testing and managing work on the transferred section of HV network only.
- EHV Work: Cable jointing work; Overhead line work; Substation/switchgear. work.
- EHV Operations: Switching, making safe, testing and managing work on the transferred section of EHV network only.

Option 3 requires Electricity North West Limited to transfer control of a specified part of the distribution system for the purposes of the ICP's activity in accordance with option 3 of the CiC CoP practice under part C 5.2 ICP Authorisation of ICP Employees and Contractors.

9.1 Safety Management System

Under this option, once the pre-transfer network switching has taken place under Electricity North West Limited safety rules (carried out by either the ICP or Electricity North West Limited employee), Electricity North West Limited shall formally transfer operational safety management for a designated section of its EHV/HV network to the ICP. Once transfer has been completed all safety management activities and work on this transferred network are the responsibility of the ICP. The size of the network transferred shall be the minimum required to complete the necessary work and shall not normally contain any existing Electricity North West Limited customers.

ICPs shall operate under their own Safety Management System (SMS), including the ICP's Safety Rules, which shall be of an equivalent, relevant standard to Electricity North West Limited's (in all cases the SMS should align to OHSAS18001 or equivalent).

Whilst not normally required to do so, Electricity North West Limited may request ICPs to provide details of their SMS before first accessing Electricity North West Limited's distribution system. When required thereafter, ICPs shall provide reasonable information regarding their ongoing SMS to Electricity North West Limited.

Electricity North West Limited reserve the right to carry out reasonable checks on the application of the relevant SMS to demonstrate so far as reasonably practicable that safety assurance is in place for any ICP working on its Distribution System.

9.2 Competence

Fundamental to an authorisation process is for ICPs to ensure the required training, experience, knowledge, skills, familiarisation and assessment are in place before persons are authorised.

The familiarisation shall include any network specific issues following consultation and communication with Electricity North West Limited.

9.3 Policies, Procedures, Processes and Information

Either party shall make available to the other, relevant policies, operational processes, local information and procedures as required to facilitate safe working on Electricity North West Limited's Distribution Network. This may be in writing or by personal briefing as may be appropriate. An example of this could be information relating to local operational restrictions, substation access restrictions, phasing issues, test bushings, earthing harnesses or electrical testing. A list of information provided by Electricity North West Limited is listed in [Appendix A](#).

All necessary network drawings shall be updated by the ICP in line with Electricity North West Limited's System Amendment Tracking System (SATS).

Both the ICP and Electricity North West Limited will record and store for future reference, all such policies, operational processes, certification, local information, procedures and briefing notes.

9.4 Prior to Work on the System

Prior to commencement of the activities under this option, the ICP shall be required to sign an [Indemnity Form](#) (an example of which is shown in Appendix B) and once signed, Electricity North West Limited will write to the ICP to confirm the scope of work.

Following receipt of the signed Indemnity Form, appropriate representatives from the ICP shall attend an 'Option 3 Confirmation Meeting' arranged via the Connections Manager with the Electricity North West Limited System Operations and Training Academy team to check:

- that the ICP's accreditation is appropriate and valid
- scope of work is defined and understood
- any specific requirements

The ICP should arrange a familiarisation training session for its employees or contractors which enables basic training and understanding of network specific issues and relevant local procedures. In most cases this will be determined by the outcome of the Option 3 confirmation meeting and the ICP representatives will be required to cascade this training within their organisation. Alternative options could be investigated if necessary and these can be discussed at the confirmation meeting.

Those personnel requiring access to substations shall attend an Electricity North West Limited one day electrical safety training course

The ICP shall authorise its own employees or contractors and is responsible for ensuring ongoing competence and re-authorisations.

Where open points are to be moved, this requires the SAP to hold an ENWL authorisation. A Connections or ICP SAP holding an ENWL authorisation will be required to write and execute a switching programme allowing transfer of the appropriate section of network. At the points of interface switchgear locking arrangements will be discussed and agreed at the confirmation meeting.

Detail on specific requirements for this option can be found in CoP 614 "Authorisation" section 13.2.

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9.5 Inspection and Monitoring

Electricity North West Limited reserve the right to inspect and monitor the works conducted by any ICP engaged in activity on any or all of the licensed areas within the distribution network.

Any non-conformities relating to the work being carried out shall be brought to the attention of the person in charge of the works on site verbally and be followed up by a formal report highlighting the areas of non-conformity and the required remedial action.

For any major non-conformities that create danger arising from the Electricity North West Limited electrical network, an immediate cessation of the works may be ordered, and the affected network made safe pending further investigation.

Electricity North West Limited reserves the right to insist that an ICP suspends an operative's authorisation in the event of serious safety or quality issues.

Where necessary to prevent danger, Electricity North West Limited reserves the right to suspend or withdraw the ICP's activities on its network. This right may be exercised where, in the opinion of Electricity North West Limited, the ICP is employing operatives who are creating danger and an operative's authorisation has not been suspended.

10 Documents Referenced

DOCUMENTS REFERENCED	
CiC CoP	Competition in Connections Code of Practice
DSR's	Distribution Safety Rules
OHSAS 18001	Occupation Health and Safety Assessment Series (Standard) for health and safety management systems.
G39	
CoP614	Authorisation

11 Keywords

Independent Connection Providers

Appendix A – List of Information for Briefing to ICP

A1 General

- (a) Daily whereabouts requirements
- (b) Project specific communications
- (c) Routine contact details
- (d) Emergency contact details
- (e) Issue and control of substation and switchgear keys
- (f) Substation security/alarms
- (g) How to access mains records
- (h) How to interpret mains records
- (i) Schedule of unusual items
- (j) How to access the ENWL technical library
- (k) ENW PSI process

A2 Electrical

- (a) Substation access restrictions
- (b) Substation security issues
- (c) Switchgear restrictions including yellow stars
- (d) Testing requirements
- (e) Abnormal LV running procedures – including when under fault/suspected conditions
- (f) Phasing issues (LV or HV)
- (g) Management and use of HV test bushings – see detail later

A3 Policies, Codes of Practice, Rules

- (a) Authorisation
- (b) CoP 610
- (c) CoP 606
- (d) Distribution Safety Rules
- (e) How to transfer control at HV/EHV

Where applicable, this information is detailed in the following pages. *(This section will be developed over time.)*

A4 Management and use of HV Test Bushings

Test bushings are managed in compliance with Electricity North West Limited policy document EPD306 – Use of Test Bushings & Earthing Harnesses and operational procedure S41 in CP606 – Operations Manual. The requirements are outlined below.

The current storage locations are:

- South Lancashire – Hill Top, Manchester
- Manchester – Frederick Rd, Salford
- North Peak – Whitegate
- South Peak - Stockport
- East & West Lancashire – Whitebirk, Blackburn
- North Lakes – Carlisle & Workington
- South Lakes –Kendal

Any ICP/IDNO who needs access to these stores should contact the local area office and provide at least one week's notice to ensure that the required bushings can be made available.

Once it has been agreed that this is the correct solution, Electricity North West Limited will provide contact numbers for the ICP/IDNO staff to use to make the necessary arrangements.

The member of staff from the ICP/IDNO shall sign for the bushings and manage their transportation and use in line with EPD306 and the relevant switchgear manufacturer's instructions.

The bushings must be returned a maximum of 48 hours after use so that they can be booked back into the local stores and made available for subsequent use. The local area office shall undertake a visual inspection on their return.

The ICP/IDNO SAP will be responsible for complying with EPD306 Section 7 – Use of Equipment, and CP606 Procedure S41.

Some primary substations will have test bushings and earthing harnesses stored on site due to the type of switchgear being used. This equipment is still managed in line with EPD306 and any engineer using them must ensure full compliance with the requirements of EPD306 and CP606 Procedure S41 before use. Under no circumstances must these bushings or earthing harnesses be taken off their storage site.

Appendix B – Indemnity Form

This deed is dated [DATE]

PARTIES

- (1) **ELECTRICITY NORTH WEST LIMITED** incorporated and registered in England and Wales with company number 02366949 and registered office address at 304 Bridgewater Place, Birchwood Park, Warrington, WA3 6XG (**ENWL**).
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Indemnifier**).

BACKGROUND

- (A) ENWL are proposing, in reliance on this deed, to consent to the Indemnifier carrying out the Works.
- (B) It is a condition of ENWL allowing the Indemnified to undertake the Works that the Indemnified indemnify ENWL on the terms of this deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Business Day: means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Claim: means any claim, demand, action or proceeding of any kind, actual or contingent;

ENWL Network: means the electricity network and associated assets under ENWL's operational control;

ESQCR: means The Electricity Safety, Quality and Continuity Regulations 2002 (as may be amended, replaced or supplemented from time to time);

HSWA: Health and Safety at Work Act 1974 (as may be amended, replaced or supplemented from time to time);

Regulatory Incentive Losses: means:

- (a) the regulatory incentive as defined in Charge Restriction Condition 8 (Adjustment of licensee's revenue to reflect quality of service performance) as defined in ENWL's Special Conditions of its license; and/or
- (b) any other compensation, fines, penalties and/or payments paid, or agreed to be paid, by ENWL to any of its customers or other third parties, and any regulatory performance penalties including in relation to Customer Interruptions ("CI") and Customer Minutes List ("CML") as may be required or recommended by Ofgem (whether specifically or pursuant to general guidance applicable to ENWL) or any similar or successor organisation and/or any other regulator; and

Works: means all works to be undertaken by the Indemnifier on the ENWL Network from time to time, including (without limitation) any electricity cabling, overhead lines, plant connections and ancillary works and the process of determining any point of connection.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 Unless the context otherwise requires, references to clauses are to the clauses of this deed.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

- 1.9 Except in relation to notices that are required to be issued pursuant to clause 6, a reference to **writing** or **written** includes email but not fax (unless otherwise expressly provided in this deed).
- 1.10 Where the words **include(s)**, **including**, or **in particular** are used in this deed, they are deemed to have the words "without limitation" following them.
- 1.11 Any obligation in this deed on the Indemnifier to do something includes an obligation to do that thing at the Indemnifier's own cost and expense.
- 1.12 **Other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.13 A reference to **representatives** includes partners, agents, employees and any other person acting on behalf and with the authority of a party.

2. INDEMNITY

- 2.1 In this clause 2, a reference to ENWL shall include ENWL's subsidiaries, and the provisions of this clause shall be for the benefit of ENWL and each such subsidiary, and shall be enforceable by each such subsidiary, in addition to ENWL.
- 2.2 The Indemnifier shall indemnify ENWL (who shall have no duty to mitigate its losses) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by ENWL arising out of or in connection with:
- (a) any breach of HSWA (and/or and subordinate legislation) arising from the Indemnifier performing the Works and/or interfacing with the ENWL Network;
 - (b) any breach of ESQCR (and/or and subordinate legislation) arising from the Indemnifier performing the Works and/or interfacing with the ENWL Network;
 - (c) any Claim made against ENWL by a third party arising out of or in connection with the Indemnifier performing the Works and/or interfacing with the ENWL Network;
 - (d) any Regulatory Incentive Losses; and/or

- (e) any other losses, damages, expenses or other costs incurred by ENWL arising out of or in connection with the Indemnifier performing the Works and/or interfacing with the ENWL Network.

2.3 This indemnity shall apply whether or not ENWL has been negligent or at fault.

3. SEVERANCE

3.1 If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause 3.1 shall not affect the legality, validity and enforceability of the rest of this deed.

4. VARIATION AND WAIVER

4.1 No variation of this deed shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

4.2 No failure or delay by a party to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

5. SUCCESSORS

5.1 The rights of ENWL under this deed shall continue for the benefit of their successors.

6. NOTICES

6.1 Any notice given to a party under or in connection with this deed shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case).

6.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

6.3 This clause 6 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6.4 A notice given under this deed is not valid if sent by email.

7. GOVERNING LAW AND JURISDICTION

7.1 This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.

7.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

Executed as a deed by **ELECTRICITY
NORTH WEST LIMITED** acting by a
director, in the presence of:

.....

Signature of Director

.....

Name of Director

.....

Signature of witness

Name

Address

Occupation of witness:

Executed as a deed by **[INSERT]** acting by
a director, in the presence of:

.....

Signature of Director

.....

Signature of witness

.....

Name of Director

Name

Address

Occupation of witness: