

Code of Practice 639

Issue 2 August 2023

Work On Public Street Lighting and Street Furniture



Amendment Summary

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1 Introduction

This code of practice describes Electricity North West Limited's application of ENA Engineering Recommendation (EREC) G39 'Model code of practice covering electrical safety in the planning, installation, commissioning and maintenance of public lighting and other street furniture'.

2 Scope

This code of practice describes Electricity North West Limited's application of the operational aspects of EREC G39. The design and planning aspects of EREC G39 are not within the scope of this document. These are contained within other policy documents as specified in the text.

This code of practice describes the practice for work on street lighting and street furniture by competent and authorised personnel acting on behalf of the Local Authority or its Agent. This includes work on the service termination and in the vicinity of overhead power lines owned by Electricity North West Limited.

3 Definitions

Agent	A person or party who is authorised to carry out work on behalf of the Authority
Authority	The body responsible for public street lighting or other street furniture
Competent Person	A person appointed in writing to carry out a defined range of tasks, who has the necessary skill, technical knowledge and/or experience, and other appropriate qualities, to identify and avoid danger to themselves and/or others when working on or near electrical installations.
Distribution Network Operator (DNO)	An organisation that owns and operates the electricity distribution network.
Street Furniture	Plant or equipment on or adjacent to the public highway or other public place having a mains supply or indirectly connected to a mains supply.

4 Design and Planning of New Infrastructure

Connections to all new public street lighting and street furniture shall be designed to ES211 Third Party Provided Connections to New Street Electrical Fixtures, and EPD283 LV Network Design.

5 Authorisation to Work at the Service Termination

5.1 Requirements for Authorisation

EREC G39 requires all personnel working on street lighting or other street furniture containing an electrical supply are Competent Persons. Work includes:

- re-wiring,

- testing,
- installation of new street furniture,
- replacing assets,
- maintenance,
- any activity that brings personnel into close proximity to overhead electric power lines. Close proximity is 1 metre for low voltage lines and 3 metres for high voltage (6.6kV and 11kV) lines.

All personnel inserting or withdrawing the fuse from Electricity North West Limited's cut out shall be Competent Persons with appropriate authorisation.

5.2 Authorisation from Electricity North West Limited

Electricity North West Limited's preferred approach is to authorise personnel in compliance with CP614 Authorisation.

5.3 Self-Assessment and Authorisation

- (a) As an alternative to authorisation from Electricity North West Limited, Authorities or their Agents who are G39 certified and follow recognised nationally accredited operative competency scheme such as the Highways Electrical Association's Electrical Registration Scheme (HERS) shall, by written agreement with Electricity North West Limited, be allowed to operate a regime of self-assessment and administration of authorisation.
- (b) Under such a regime the Local Authority or its Agent shall:
- (c) Formally notify Electricity North West Limited of its intent to pursue the self-assessment and self-administration approach for the authorisation of its competent personnel
- (d) Provide all necessary evidence when requested of the accredited competency scheme in place for its personnel
- (e) Confirm all authorised staff are competent as defined in Regulation 16 of the Electricity at Work Regulations 1989.
- (f) Participate in all relevant safety information exchange schemes to ensure their personnel are made aware of any current safety matters
- (g) Ensure all personnel working on their behalf receive all necessary safety information
- (h) Issue its personnel with an appropriate authorisation certificate clearly stating the extent and limits of operation
- (i) Maintain an up to date list of authorised personnel, and provide details to Electricity North West Limited when requested
- (j) Be responsible for any necessary ongoing refresher training
- (k) Notify Electricity North West Limited immediately when an authorisation is withdrawn stating the reasons for withdrawal

- (l) Notify Electricity North West Limited immediately following any incident and submit an incident report to the Electricity North West Limited Health and Safety Manager if requested
- (m) Cooperate with Electricity North West Limited following any incidents
- (n) Provide their personnel with all appropriate personal protective equipment (PPE).

6 Prior to Work

In the event that the self-authorisation route is chosen as an alternative to obtaining Electricity North West Limited authorisation, then, prior to commencement of work, the Local Authority and its contractors shall be required to sign an Indemnity Form (an example of which is shown in [Appendix A](#)).

Following receipt by Electricity North West Limited of the signed Indemnity Form, representatives from the Local Authority or its Agent shall attend a confirmation meeting with the Electricity North West Limited System Operations and Training Academy teams to verify:

- that the Local Authority or its Agent's accreditation is appropriate and valid
- that the scope of work is defined and understood
- any specific requirements identified by the Local Authority or its Agent
- any operational restrictions or other safety information is communicated by Electricity North West Limited to the Local Authority or its Agent

Electricity North West Limited will write to the Local Authority to confirm its understanding of the scope of works for which the Local Authority or its Agent is requesting to perform activities as covered by section 5.3 of this policy.

Work shall only commence once this letter has been received by the Local Authority.

The Local Authority or its Agent 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 confirmation meeting and the Local Authority or its Agent 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.

7 Inspection and Monitoring

Electricity North West Limited reserve the right to inspect and monitor the works conducted by any Local Authority or its Agent.

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 a Local Authority or its agent 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 permanently withdraw its consent as covered by this procedure for the Local Authority or its agent's activities on its network. This right may, for example, be exercised where, in the opinion of Electricity North West Limited, the Local Authority or its Agent is employing operatives who are creating danger.

8 Documents Referenced

DOCUMENTS REFERENCED	
Electricity at Work Regulations 1989	
ENA EREC G39	Model code of practice covering electrical safety in the planning, installation, commissioning and maintenance of public lighting and other street furniture
EPD283	LV Network Design
ES211	Third Party Provided Connections to New Street Electrical Fixtures

9 Keywords

Cut-Out; Service

Appendix A – 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: