**DATED DD/MM/YYYY**

**ELECTRICITY NORTH WEST LIMITED (1)**

**and**

ICP **(2)**

**MASTER AGREEMENT**

**In relation to**

**ICP CONNECTIONS AND ADOPTION OF ASSETS**



This **MASTER AGREEMENT** is made on the day of

**BETWEEN**

**(1) Electricity North West Limited** (a company registered in England and Wales with number 2366949) whose registered office is at Borron Street, Portwood, Stockport, Cheshire, SK1 2JD (“**Electricity North West"**); and

**(2)** **ICP** (a company registered in country with company number insert ) whose registered office is at address (the “**ICP**");

together, the "**Parties**" and each a "**Party**".

#### Background

1. The ICP may from time to time carry out and complete certain works relating to new or existing electricity connections that may be carried out by ICPs (each item of work hereafter to be referred to as Contestable Works).
2. In consideration of the ICP carrying out and completing the Contestable Works in accordance with this Agreement Electricity North West has agreed to:
   1. provide such access to the Distribution System as is reasonably required by the ICP to enable it to carry out and complete any Contestable Works in accordance with this Agreement;
   2. adopt the Contestable Assets upon their satisfactory completion and the fulfilment by the ICP of its obligations under this Agreement; and
   3. carry out and complete Electricity North West’s Works in accordance with this Agreement.
3. Electricity North West and the ICP will enter into separate Schedule of Works in accordance with Clause 3 of this Agreement. Each Schedule of Work will incorporate the terms and conditions set out in this Agreement.

**THE PARTIES AGREE AS FOLLOWS:**

1. Definitions and Interpretation
   1. In this Agreement and any Schedule of Works formed under it, except where the context otherwise requires, the following shall have the meanings set out below:

**Accreditation**: means, in respect of the Contestable Works:

* + - 1. accredited under NERS; and/or
      2. satisfying the requirements of Electricity North West, and “Accredited” shall be construed accordingly.

**Act**: means the Electricity Act 1989.

**Adoption**: means the transfer by the ICP to Electricity North West of the property in and responsibility for the Contestable Assets (with full title guarantee) in accordance with this Agreement and the Adoption Plan following the Adoption Date and the expression "Adopt" shall be construed accordingly.

**Adoption Date**: means the date the Contestable Works or a section of them are connected to the Distribution System and Energised.

**Adoption Plan**: means the plan on which the ICP must highlight the areas of land ownership of the proposed cable route for Adoption as set out in Annex D of a Schedule of Work.

**Agreement**: means this master agreement, all Schedule of Works including the Schedules and any other documents incorporated into it.

**Applicable Law**: means all applicable laws, legislation, European regulations, statutes, statutory instruments, regulations, edicts, by-laws or directions or guidance from government or governmental agencies which have the force of law whether local, national, international or otherwise existing from time to time (including the Competition in Connections Code of Practice) which affect the Contestable Works or the performance of any obligations under the Agreement (including but not limited to the NRSWA).

**Approved Materials and Supplier List**: means Electricity North West’s list of approved materials and suppliers available at the Electricity North West Policies and Procedures Portal from time to time.

**Authority**: means the Gas and Electricity Markets Authority as established by Section 1 of the Utilities Act 2000.

**Business Days**: means any day which is not a Saturday, a Sunday or a bank or public holiday in the City of London.

**CDM Regulations**: means the Construction (Design and Management) Regulations 2015.

**Charges**: means the charges payable by the ICP to Electricity North West as specified in the relevant Schedule of Work including any variation made by Electricity North West from time to time.

**Commencement Date**: means the date of this Agreement.

**Commissioning Requirements**: means the commissioning requirements communicated by Electricity North West to the ICP as included in the relevant Schedule of Work.

**Competition in Connections Code of Practice**: means competitions in connections code of practice produced in accordance with condition 52 of the Electricity Distribution Licence from time to time.

**Completion**: means that, in relation to the Contestable Works, Electricity North West has issued to the ICP a Completion Certificate.

**Completion Certificate**: means the certificate issued by the ICP pursuant to Clause 14 in such form as Electricity North West may from time to time prescribe, a specimen of the current version of which annexed to the Schedule of Work.

**Completion Date**: means the date of the relevant Completion Certificate.

**Connection**: means a network extension and the assets that will connect the network extension to Electricity North West’s Distribution System at the Point of Connection.

**Connection Works**: means the works that are required to be undertaken to provide a Connection and includes determination of the Point of Connection.

**Contestable Assets**: means those Contestable Works that will form part of the Distribution System as detailed in the applicable Schedule of Work.

**Contestable Works**: means the Connection Works that are identified by Electricity North West in the Electricity North West Connection Charging Methodology and Statement and set out in a Schedule of Work as to be carried out by the ICP on the Distribution System, including any final Contestable Works.

**Contestable Design**: means the electrical design and the physical layout of the Contestable Works as set out in the applicable Schedule of Work.

**Customer**: means the third party customer who commissions the Contestable Works to be carried out by the ICP as identified in the applicable Schedule of Work.

**Installation**: means all structures, equipment, lines, appliances or devices not being part of the Distribution System used at the Customer’s Premises (whether or not owned or used by the Customer).

**Dead**: means at or about zero voltage and disconnected from any electrically charged system.

**Defect**: means:

1. any defect in design, materials or workmanship in the Contestable Works and/or the Contestable Design;
   * + 1. any defect arising from any act or omission of the ICP or its contractor while carrying out the Contestable Works or any breach of this Agreement; and/or
       2. any failure of the Contestable Works to comply with the Design and/or the Specification.

**Defect Correction Period**: means the Defect Correction Period (Contestable Design) and the Defect Correction Period (Contestable Works).

**Defect Correction Period (Contestable Design)**: means, in relation to the Contestable Design, the period without limit from the date that the Contestable Design is complete.

**Defect Correction Period (Contestable Works)**: means in relation to the Contestable Works (or phase or section thereof) the period of 24 months from the Adoption Date of the Contestable Works (or phase or section thereof, as applicable).

**Distribution System**: means Electricity North West’s system for the distribution of electricity as defined in the Electricity Distribution Licence.

**Distribution System Enhancement**: means any additional design requirements identified in the relevant Schedule of Work required by Electricity North West pursuant to Clause 5 for the benefit of other consumers.

**Electricity Distribution Licence**: means the Electricity Distribution Licence granted or treated as granted under Section 6(1)(c) of the Act that authorises Electricity North West to distribute electricity.

**Electricity North West's Central Control Engineer**: means the control engineer at Electricity North West's control centre.

**Electricity North West Connection Charging Methodology and Statement**: means the methodology and statement that Electricity North West has in place in accordance with the Electricity Distribution Licence that sets out the methodology and basis that Electricity North West uses to set its Charges, which is available at: https://www.enwl.co.uk/get-connected/apply-for-a-new-connection/common-charging-methodology/

**Electricity North West's Consents**: means those wayleaves, easements, rights over or interests in land of any kind and consents, licences, permissions and approvals and Planning Permissions required under any statute or subordinate legislation including building regulation approval that Electricity North West as the Electricity Distribution Licence holder is the party that may exclusively apply for and/or that Electricity North West and the ICP agree shall be obtained by Electricity North West and are required for the carrying out, completion and subsequent use of the Contestable Works or Electricity North West's Works.

**Electricity North West Policies and Procedures Portal**: means the portal at http://standards.enwldataroom.com/login.asp or http://www.enwl.co.uk/about-us/long-term-development-statement/policies-and-technical-references as updated by Electricity North West from time to time, which Electricity North West hereby grants the ICP access to for the duration of this Agreement, and which contains the policies, procedures and requirements of Electricity North West in relation to this Agreement.

**Electricity North West's Services**: means processing the ICP's application for the Connection(s) referred to in the relevant Schedule of Work; planning such Connection(s); preparing the Non-Contestable Design and the Specification; obtaining the Electricity North West Consents referred to in Clause 9; inspecting, monitoring and testing the Contestable Works; and any other services referred to in the relevant Schedule of Work as the same may be varied from time to time pursuant to this Agreement.

**Eligible Person:** has the same meaning as set out in the Regulations.

**Electricity North West's Works**: means all plants, materials and equipment to be provided and the work to be done by Electricity North West pursuant to this Agreement as described in the relevant Schedule of Work as may be varied by Electricity North West from time to time.

**Encumbrance**: means any debt, assignment, encumbrance, option, charge, adverse claim, lien, hire purchase, conditional sale or credit sale agreement or any other interest or right of any other person.

**Energised**: means the movement of any switch or the insertion of any fuse or the taking of any other step so as to enable electrical current to flow to or from the Distribution System to the Contestable Assets and then to the Customer’s Installation at the Point of Connection and “Energise” and other cognate expressions shall be construed accordingly.

**Event of Force Majeure**: means an event beyond the reasonable control of either Party including but not limited to:

* + - 1. a strike, lock out or other form of industrial action (except in relation to a Party's own workforce), outbreak of hostilities, riot, civil disturbance or acts of terrorism;
      2. fire, explosion or flood; and/or
      3. the existence of circumstances by reason of which Electricity North West could reasonably expect that if it took the action it would or would be likely to be in breach of an enactment (including any directions given by the Secretary of the State under Section 96 of the Act).

No event shall be treated as an Event of Force Majeure if it is attributable to a wilful act or omission or any failure to take reasonable precautions by a Party or any failure to take reasonable steps to overcome the event.

**Field Control Engineer**: means the person appointed by the ICP to exercise operational control over such a section of the Distribution System relevant to the High Voltage Contestable Works to be carried out.

**Good Industry Practice**: means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances in accordance with all Applicable Law and the Electricity North West Policies.

**Good Title**: means the absolute beneficial ownership free from any Encumbrance.

**Guaranteed Standards**: the standards covered by the Electricity (Standards of Performance) Regulations 2015.

**Guidance Rates**: means the rates applicable to electricity wayleaves which at the relevant time are those used by Electricity North West having been recommended as acceptable to the members of the National Farmers Union and/or Farmers Union for Wales and/or Country Land & Business Association or the successors to these bodies.

**Health and Safety Policy**: means Electricity North West’s health and safety policy (or policies) included at the Electricity North West Policies and Procedures Portal from time to time.

**High Voltage**: means voltages in excess of 1000 V a.c. rms and 1500 V d.c..

**ICP’s Consents**: means all Land Rights including consents, licences, planning permissions, approvals, wayleaves, easements, rights over or interests in land of any kind which the ICP shall obtain on behalf and in the name of the Customer, in particular any Land Rights required from third party landowners as set out in a Schedule of Work and is not an Electricity North West Consent.

**Intellectual Property Rights**: means any intellectual property rights including patents, utility models, designs, design rights, copyright (including rights in software), decryption rights, database rights, trade marks, rights pursuant to passing off, service mark, domain names, know-how, rights in confidential information (including technical and commercial trade secrets) and image rights, in each case whether registered or not and including any application for registration and renewals or extensions of such rights in any country or territory in the world.

**Land Rights**: means freehold land ownership, leasehold land ownership, access rights, consents, licences, planning permissions, approvals, easements, servitudes and wayleaves (wayleaves being special electricity rights governed by the Act) and includes Electricity North West’s Consents and ICP’s Consents.

**Live Jointing Regime Document**: means such document as may be issued by Electricity North West or available from the Electricity North West Policies and Procedures Portal from time to time, which sets out the procedures in place that govern live jointing works (currently detailed in ES626 and ES627) to be carried out by the ICP.

**Low Voltage**: means voltages below 1000 V.

**Master Registration Agreement** or **MRA**: means the agreement of that name dated 1 June 1998 (being an Ofgem document aimed at managing the processes established between electricity suppliers and distribution companies to enable electricity suppliers to transfer customers) as amended and the "MRA" shall have the same meaning.

**Maximum Power**: has the same meaning given to that term in the Act.

**Metered Connection Works**: means live Low Voltage mains and service connections and High Voltage jointing connections for metered connections on the Distribution System.

**Metering Point**: has the meaning given to that term in the MRA.

**MPAS (Meter Point Administration Service) Registration System**: has the meaning given to that term in the MRA.

**NERS**: means the National Electricity Registration Scheme operated on behalf of Distribution Network Operators under which the ICP may be, without limitation, assessed, audited and surveyed leading to the issue and maintenance of accreditation for the carrying out of Contestable Works.

**Net First Connection Expenses**: has the same meaning as set out in the Regulations.

**Non-Contestable Design**: means the electrical design and physical layout of the Non-Contestable Works provided by Electricity North West, if any, to allow the ICP to complete the Contestable Design.

**Non-Contestable Works**: means the Connection Works that are identified by Electricity North West in the Electricity North West Connection Charging Methodology and Statement as to only be carried out by Electricity North West.

**NRSWA**: means the New Roads and Street Works Act 1991.

**Point of Connection**: means, for each proposed Connection, the point (or points) of physical connection between the existing Distribution System and the Contestable Works.

**Policies**: means the Electricity North West policies and procedures, including the Health and Safety Policy, which affect the Contestable Works or the performance of any obligations under the Agreement, as included at the Electricity North West Policies and Procedures Portal from time to time.

**Premises**: means the premises or development (including without limitation any land, building or structure, owned or occupied by the Customer), where, or in relation to which, the Contestable Works are to be carried out.

**Programme**: means the programme of work detailing the key milestones provided by the ICP allowing the co-ordination of the Contestable Works and Electricity North West's Works as set out in the Schedule of Work as may be amended from time to time by agreement between Electricity North West and the ICP.

**Records**: means such drawings, details, specifications and other documentation in a format and to an accuracy specified by Electricity North West to record the position, depth, location and details of all plant and equipment comprised in the Contestable Works, and Electricity North West's Works as applicable.

**Registered**: means the recording on the MPAS Registration System of a Supplier as being responsible for a Metering Point from a particular date and "Registration" shall be construed accordingly.

**Regulations:** means The Regulatory (Connection Charges) Regulations 2017 including any amendments from time to time.

**Regulatory Body**: means those government departments and regulatory, statutory and other entities, committees and bodies, present or future, which whether under statute, rules, regulations, codes of practice or otherwise are entitled by any Applicable Law to supervise, regulate, investigate or influence the matters dealt with in this Agreement or any other affairs of Electricity North West including but not limited to the Authority.

**Regulatory Incentive Losses**: means

* + - 1. the regulatory incentive as defined in Charge Restriction Condition 8 (adjustment of licensee’s revenue to reflect quality of service performance) as defined in Electricity North West’s Special Conditions of its Electricity Distribution Licence; and/or
      2. any other compensation, fines, penalties and/or payments paid, or agreed to be paid, by Electricity North West 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 the Authority (whether specifically or pursuant to general guidance applicable to Electricity North West) or any similar or successor organisation and/or any other Regulatory Body.

**Reimbursement Payment:**  has the same meaning as set out in the Regulations.

**Schedule of Work**: means an agreement between the ICP, Electricity North West and the Customer in the form set out in the Schedule of Work template to be entered into in accordance with Clause 3.

**Schedule of Work Start Date**: means the start date for a Schedule of Work as detailed in that Schedule of Work.

**Subsequent Contributor:** has the same meaning as set out in the Regulations.

**Secretary of State**: has the meaning given to that expression in the Interpretation Act 1978.

**Self-Approval Design Guide**: means the self-approval design guide included at the Electricity North West Policies and Procedures Portal.

**Self-Determined PoC Guide**: means the self-determination point of connection guide included at the Electricity North West Policies and Procedures Portal.

**Site**: means the site of the Contestable Works as described in the relevant Schedule of Work.

**Specification**: means the specification set out in the relevant Schedule of Work and the relevant Standard Techniques.

**Standard Techniques**: means Electricity North West's standard techniques available from the Electricity North West Policies and Procedures Portal (as amended, updated or superseded by Electricity North West from time to time).

**Supplier**: has the meaning given to that term in the MRA.

**System Emergency**: means an event either on the Distribution System or on the distribution system of another distributor of electricity which results in Electricity North West (acting in its own discretion or following a request of a third party) diverting resources (whether economic, technical, personnel or otherwise) for the duration of that event in order to allow Electricity North West to respond to that event in the manner that it considers appropriate.

* 1. In this Agreement unless the context otherwise requires:
     + 1. words in the singular include the plural and vice versa;
       2. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership, joint venture, government, state or agency of state;
       3. words referring to a particular gender include every gender;
       4. references to any statute, statutory provision, enactment, order, regulation or other similar instrument shall include:
          1. any subordinate legislation made under it;
  2. any provision which it has modified or re-enacted (whether with or without modification); and
  3. any provision that subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of this Agreement;
     + 1. references to either party include its permitted successors in title and permitted assigns;
       2. all references in this Agreement to Clauses, Schedules and Appendices are to the clauses, schedules and appendices in this Agreement unless otherwise stated;
       3. the headings are for convenience only and shall not affect the interpretation of this Agreement;
       4. the words and phrases “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible; and
       5. This Agreement is entered into in the English language and all:
          1. amendments to this Agreement, all correspondence between the Parties concerning or relating to this Agreement; and
          2. notices given and all documentation to be delivered by either Party to the other pursuant to this Agreement in whatever form, shall be in the English language. The English language version of this Agreement shall, if there is any conflict or ambiguity, take priority over any translated version.

1. Term
   1. This Agreement shall be deemed to have commenced on the Commencement Date and shall continue in force until terminated by either Party in accordance with the terms of this Agreement.
   2. Each Schedule of Work shall commence on the Schedule of Work Start Date and shall continue in force until terminated by either Party in accordance with the terms of this Agreement or the applicable Schedule of Work.
2. Master Agreement and Schedule of Work Process
   1. This Agreement governs the overall relationship of the Parties and shall apply to any Contestable Works which the ICP undertakes during the term of this Agreement.
   2. This Agreement sets out:
      * 1. the template form of Schedule of Work to be entered into between the ICP and Electricity North West for each package of Contestable Works for which the ICP is appointed by the Customer to carry out and complete (as such package is more specifically detailed in that Schedule of Work); and
        2. the terms deemed incorporated into each Schedule of Work.
   3. A Schedule of Work shall not enter into force, be legally binding or have any effect unless:
      * 1. the Schedule of Work contains the information required by the template;
        2. the Schedule of Work has been signed by the authorised representatives of both Parties to it; and
        3. as at the date the Schedule of Work is signed, this Agreement has not been terminated.
   4. Each Schedule of Work:
      * 1. shall be entered into by the ICP and Electricity North West; and
        2. shall incorporate the terms and conditions of this Agreement.
   5. Any amendments to this Agreement agreed by Electricity North West and the ICP in accordance with Clause 35 shall be deemed to apply to all Schedule of Works whether entered into before or after the date of such amendment (unless the Parties agree otherwise in writing).
   6. This Agreement shall prevail over any terms and conditions in any Schedule of Work, any terms and conditions submitted to or by the ICP or (subject to Clause 35) in other correspondence between the Parties relating to the subject matter of this Agreement except only to the extent any terms and conditions in the Schedule of Work do not conflict with this Agreement.
3. Determining the Point of Connection and Design for all Contestable Works

# Point of Connection

* 1. Subject to Clause 4.2, Electricity North West is responsible for determining the Point of Connection and this determination shall be Non-Contestable Works.
  2. In the event that the ICP determines the Point of Connection this determination shall be deemed to be Contestable Works and:
     1. it warrants and represents that it has complied, and that it shall comply, with the Self-Determined PoC Guide;
     2. it accepts full responsibility for determining the Point of Connection; and
     3. it shall determine the Point of Connection in accordance with Good Industry Practice.

# Design for all Contestable Works

* 1. The ICP accepts full responsibility for any Contestable Design that it undertakes.
  2. The ICP shall act in accordance with Good Industry Practice in the undertaking of the Contestable Design, including by undertaking the Contestable Design in such a manner as is to be expected of a professionally qualified and competent contractor experienced in the design of works of a similar nature, value, complexity and timescale to the Contestable Works.
  3. The Contestable Design shall meet the Maximum Power and such other requirements as may be required by the Customer.
  4. Unless Clause 4.7 applies:
     1. the ICP shall submit its Contestable Design to Electricity North West for approval;
     2. Electricity North West shall give either its approval to the Contestable Design or a reasoned rejection of it to the ICP within a reasonable period of time; and
     3. the ICP shall not vary the Contestable Design in any way without having first obtained the written approval of Electricity North West, such approval not to be unreasonably withheld or delayed. Save where the need for a variation arises as a direct result of a Distribution System Enhancement requested by Electricity North West pursuant to Clause 5, Electricity North West may make a reasonable charge, and the ICP will pay to Electricity North West, for approval of any variation to the Contestable Design, the amount of any such charge as set out in the relevant Schedule of Work.
  5. In the event that the ICP wishes to approve its own Contestable Design, the ICP warrants and represents that it has complied, and that it shall comply, with the Self-Approval Design Guide. No action taken by Electricity North West pursuant to the Self-Approval Design Guide shall relieve the ICP of any liability for the Contestable Works or and Contestable Design that is approved by the ICP pursuant to this Clause 4.7 and the Self-Approval Design Guide.
  6. No approval, review or comment, or failure to approve, review or comment by Electricity North West of or on the Contestable Design or the Contestable Works or any other matter shall relieve the ICP of any liability whatsoever or any of its obligations under this Agreement. The ICP has sole responsibility for ensuring that the Contestable Design conforms in all respects with the Specification and the standards set out in any relevant Schedule of Work or imposed by Applicable Law.
  7. If, prior to the termination of this Agreement, Electricity North West changes its working practice or Specification, Electricity North West shall notify the ICP. The ICP will, with regard to any part of the Contestable Works not already constructed and adopted, forthwith amend the Contestable Design as necessary and ensure that any change in working practice or Specification is implemented without delay save where Electricity North West agrees an alternative timescale.

1. Distribution System Enhancements for Contestable Works
   1. Electricity North West may, by notice in writing, and prior to either submission by the ICP to Electricity North West of the Contestable Design for approval or self-approval by the ICP of the Contestable Design, request the ICP to undertake works or to amend the Contestable Design in order to achieve a Distribution System Enhancement. Upon receiving any such notice, the ICP shall provide a reasonable quotation for doing so, including a detailed breakdown of the costings on which the quotation is based ("Quotation"). In the event that Electricity North West does not accept the Quotation the Parties shall in good faith negotiate a revised quotation ("Revised Quotation"). In the event that Electricity North West accepts in writing a Quotation or a Revised Quotation the ICP shall make and implement the requested modification to the Contestable Works, which shall then be incorporated into the relevant Schedule of Work.
   2. Electricity North West may, after the ICP has commenced the Contestable Works, by notice in writing, request the ICP to undertake works or to include provision in the Contestable Design in order to achieve a Distribution System Enhancement. Upon receiving any such notice, the ICP shall use all reasonable endeavours to incorporate the Distribution System Enhancement into the Contestable Works and provide a Quotation or state reasonable grounds for declining the request, such reply not to be unreasonably delayed. In the event that Electricity North West does not accept the Quotation the Parties shall in good faith negotiate a Revised Quotation. In the event that Electricity North West accepts in writing a Quotation or a Revised Quotation the ICP shall make and implement the requested modification to the Contestable Works, which shall then be incorporated into the relevant Schedule of Work*.*
2. Electricity North West's Assistance with Contestable Works
   1. Electricity North West shall, within a reasonable period of receipt of a written request, supply the ICP with:
      * 1. all drawings relating to the Distribution System as may be reasonably required to carry out the construction, installation or commissioning of the Contestable Works; and
        2. where relevant, the Non-Contestable Design.
   2. The Intellectual Property in all drawings, reports, specifications, calculations and other documents created or provided by Electricity North West for use in connection with the Contestable Works (including the Contestable Design) shall remain vested in Electricity North West. Electricity North West hereby grants the ICP a non-exclusive licence to use such drawings and other documents solely for the purpose of performing its obligations under this Agreement. The ICP will not make copies or permit copies to be made nor permit the use of the said drawings or other documents in connection with any project and/or works other than the Contestable Works, except with the prior written consent of Electricity North West.
3. Safety and CDM Regulations
   1. The Parties acknowledge that in relation to the Contestable Works, Electricity North West shall not be, and the ICP shall be, the "Client” for the purposes of the CDM Regulations. The ICP shall indemnify Electricity North West at all times against all demands, actions, proceedings, damages, losses, costs and expenses which are made or brought against, or incurred or suffered by Electricity North West arising from or in connection with the performance or purported performance by the ICP or the Customer (as the case may be) or the failure by the ICP or the Customer (as the case may be) to perform the duties, obligations, requirements, and responsibilities imposed upon or undertaken by the ICP or the Customer (as the case may be) in connection with the CDM Regulations.
   2. The ICP shall provide its personnel with all necessary safety equipment to enable them to work in a safe manner and in accordance with the Health and Safety Policy.
   3. The ICP shall be responsible for the safety of the public, including where required and without limitation in providing appropriate signing, lighting, or guarding (noting that the provisions of the NRSWA might not apply to an un-adopted highway), or in ensuring that Energised Contestable Assets are appropriately insulated and left with the suitable mechanical protection in accordance with the Electricity North West Policies.
   4. Should any unforeseen eventuality relating to the Distribution System arise during the course of carrying out the Contestable Works then the ICP shall contact Electricity North West immediately.
   5. The Parties acknowledge that they are aware of and undertake to the other that in relation to the Contestable Works they will duly comply with, the CDM Regulations.
   6. The ICP undertakes and warrants that all physical work will be carried out by a competent workforce in a safe manner to agreed standards and specifications and Good Industry Practice, and not to the detriment of other users of the Distribution System.
4. Materials and Workmanship
   1. The ICP shall only use materials and third-party suppliers that are either detailed by Electricity North West in the Specification or that are included on the Approved Materials and Supplier List.
   2. Where it would accord with Good Industry Practice for:
      * 1. the suppliers or manufacturers of the materials to be used for the Contestable Works to provide warranties as to the quality and nature of such materials; and/or
        2. such warranties to be assignable by the ICP to Electricity North West, then the ICP will procure such warranties.
   3. Upon request by Electricity North West, the ICP will:
      * 1. assign to Electricity North West such warranties as the ICP has obtained pursuant to Clause 8.2, and/or
        2. enforce against suppliers or manufacturers such warranties or other rights as the ICP may have against suppliers or a manufacturer at Electricity North West’s cost.
5. Consents for Contestable Works
   1. The ICP, without cost to Electricity North West and before commencement of the Contestable Works, shall apply for and obtain the ICP’s Consents. The ICP’s Consents shall be in a form that permit undertaking and the completion of the Contestable Works and the Electricity North West Works and also, shall be in a form that Electricity North West shall benefit from on Adoption. Unless otherwise agreed with Electricity North West, ICP’s Consents granting easements, wayleaves and/or rights over land shall be given for the benefit of, or (where in a form reasonably acceptable to Electricity North West) be transferable or assignable to, Electricity North West. Electricity North West shall, subject to Clause 9.2, on request provide the ICP with all reasonable assistance to obtain the ICP’s Consents.
   2. Electricity North West reserves the right, at any time, to include the actual cost of assisting the ICP in applying for and obtaining any ICP’s Consents and/or Electricity North West's Consents (including the costs of exercising any statutory right and any consequential hearing) as part of the Charges.
   3. The ICP shall ensure that Electricity North West is granted such Land Rights relating to land or any interest in land which Electricity North West may reasonably require for any part of Electricity North West’s Works situated in land owned by the Customer in a form that shall be given for the benefit of, or (where in a form reasonably acceptable to Electricity North West) be transferable or assignable to, Electricity North West.
   4. Where the Contestable Works or Electricity North West’s Works are on land owned by a third party the ICP shall apply for and obtain (with the assistance, where reasonably necessary, and subject to Clause 9.2 of Electricity North West) any ICP’s Consents, except where any such consents can only be obtained by Electricity North West as Electricity North West's Consents in which case Electricity North West shall use its reasonable endeavours to apply for and obtain Electricity North West's Consents and the ICP shall reimburse Electricity North West's reasonable costs in obtaining the same.
   5. No ICP’s Consents obtained by the ICP shall disclose or refer to any consideration or price other than a consideration or price calculated using the Guidance Rates or as otherwise agreed in writing in advance by Electricity North West.
   6. The ICP shall on request from Electricity North West provide copies of all ICP’s Consents to Electricity North West within 5 Business Days.
   7. Electricity North West shall use its reasonable endeavours to apply for and obtain Electricity North West’s Consents necessary for Electricity North West's Works and the ICP shall reimburse Electricity North West's reasonable costs in obtaining the same.
   8. Nothing in the Agreement shall require Electricity North West to exercise any compulsory rights to acquire any ICP’s Consents or Electricity North West's Consents and any decision by Electricity North West to exercise or to seek to exercise such rights shall be entirely a matter for the sole discretion of Electricity North West.
6. The ICP’s Obligations for all Contestable Works
   1. The ICP shall ensure that the Contestable Works, the Contestable Design and the manner in which they are carried out comply at all times with:
      * 1. the ICP’s own applicable procedures;
        2. all applicable Policies;
        3. Good Industry Practice;
        4. all Applicable Laws; and
        5. the Specification.
   2. To the extent there is any discrepancy or inconsistency between this Agreement and any applicable Standard Technique, the provisions of the applicable Standard Technique shall prevail.
   3. This Agreement shall not apply to any emergency work or fault rectification work, save for such works as Electricity North West may require the ICP to carry out to rectify any Defects in the Contestable Works.
   4. The ICP shall be fully responsible for all liabilities, including ongoing guarantees relating to reinstatement under NRSWA, the Highways Act 1980 and other legal liabilities associated with activities under its control undertaken pursuant to this Agreement.
   5. The ICP is fully responsible for all necessary street works coordination, notifications, charges and penalties together with the provision of and maintenance of all signing, lighting and guarding required for excavation, interim and permanent reinstatement. Excavation shall be sufficient both for jointing and positive identification if multiple cables are present.
7. Inspection
   1. Electricity North West shall carry out chargeable inspections in accordance with the Electricity North West Connection Charging Methodology and Statement for all Contestable Works.
   2. The ICP will pay Electricity North West for inspections as detailed in the Electricity North West Connection Charging Methodology and Statement. Where further inspection is required as a result of identifying a Defect during a previous inspection (irrespective of whether or not the previous inspection was undertaken within the Electricity North West Connection Charging Methodology and Statement) Electricity North West will be entitled to charge the ICP for the costs of any such further inspections that may be required to verify that any Defects have been remedied.
   3. Should the ICP fail to provide to Electricity North West notification of any change to its Programme Electricity North West may charge the ICP for costs incurred by Electricity North West as a result of any abortive visit.
   4. Electricity North West shall notify the ICP of any Defect in writing as soon as practicable following the inspection. Where practicable, Electricity North West shall also notify the ICP’s nominated contact verbally whilst on Site.
   5. Where, as a result of any inspection, Electricity North West is of the reasonable opinion that any Defect exists, the ICP shall indemnify Electricity North West, and keep Electricity North West indemnified, against the reasonable costs of any remedial works Electricity North West may be required to undertake to remedy the Defect or unsatisfactory work.
   6. The ICP shall allow Electricity North West access at all times to all places where the Contestable Works are to be carried out, are in the process of being carried out, or have been carried out, for the purposes of inspecting the Contestable Works and all materials used or intended for use in the Contestable Works.
   7. Electricity North West acting reasonably, may, by giving the ICP reasonable written notice, require the ICP to uncover or make openings in any part of the Contestable Works. The ICP shall bear its own costs and all costs incurred by Electricity North West in complying with such notice if such inspection of the Contestable Works reveals any Defect or noncompliance with the requirements of this Agreement. Electricity North West shall be liable for all reasonable costs incurred by the ICP in complying with such notice if such inspection of the Contestable Works fails to reveal any Defect or non-compliance with the requirements of this Agreement.
   8. If Electricity North West serves a notice on the ICP to uncover works which Electricity North West was unable to inspect due to the ICP failing to notify Electricity North West of a change to the Programme or the Contestable Works not being carried out in accordance with this Agreement, the ICP shall be liable for all costs incurred by the ICP and Electricity North West in uncovering and inspecting such works irrespective of whether any Defects are revealed by such uncovering and inspection. Any costs incurred by Electricity North West shall be reimbursed by the ICP.
   9. Electricity North West is under no obligation to give the ICP prior notice of Electricity North West’s intention to carry out a Site inspection.
   10. In carrying out any inspection or test, neither Electricity North West nor any of its representatives gives any warranty, express or implied as to the adequacy, safety or other characteristics of the Contestable Works and neither Electricity North West nor any of its representatives shall be responsible in any way for the Contestable Works by virtue of such inspections, tests or otherwise.
   11. Notwithstanding any inspections or tests by Electricity North West, the Contestable Assets shall remain the property of and at the risk of the ICP who shall continue to be liable for them unless and until Adoption.
   12. Electricity North West shall be entitled to carry out additional inspections at any time. Unless set out to the contrary in this Clause 11, the costs of such additional inspections shall be borne by Electricity North West.
   13. Where Electricity North West finds the Records presented by the ICP pursuant to Clause 14.1 (c) to be incomplete or inaccurate Electricity North West will give written notice to the ICP. The written notice shall indicate the nature of the incompletion or inaccuracy and recommendation for remedy. For the avoidance of doubt Electricity North West will not Energise the Contestable Works offered for Adoption under the relevant Completion Certificate until Electricity North West is satisfied the Records are complete and accurate.
8. The ICP’s Obligations prior to Energisation for all Contestable Works
   1. For each package of Contestable Works set out in a Schedule of Work, the ICP shall ensure that:
      * 1. the Contestable Works are carried out in such a manner as to enable Electricity North West to carry out the Electricity North West Works and to perform the Electricity North West Services without any delay and/or disruption; and
        2. the Contestable Works and the manner in which they are carried out comply at all times with the Non-Contestable Design and Contestable Design.
   2. The ICP shall, within 10 Business Days of receipt of a written request (or sooner as notified by Electricity North West), supply Electricity North West with all technical information, diagrams and drawings relating to the design, construction, installation or commissioning of the Contestable Works as Electricity North West may reasonably request from time to time.
   3. The ICP shall supply Electricity North West with the Programme it intends to follow to construct all Contestable Works as soon as is reasonably practicable and no later than 5 Business Days prior to the commencement of the Programme. The ICP shall thereafter promptly supply Electricity North West with an updated version of the Programme in the event of any material change to the timing or sequence of the relevant Contestable Works.
   4. The ICP shall provide to Electricity North West every 5 Business Days a schedule detailing the daily Contestable Works due to be undertaken within the following 14 calendar days which shall detail the Contestable Works to be undertaken in each half-day period.
   5. The ICP shall procure that throughout the duration of all Contestable Works the ICP and its sub-contractors and all its and their respective employees and agents shall be Accredited to carry out the Contestable Works.
   6. The ICP shall provide safe and secure access at all reasonable times to all places where the Contestable Works are to be or have been carried out for Electricity North West and its representatives for the purpose of inspecting the Contestable Works and all materials used or intended for use in the Contestable Works and witnessing the carrying out of any Commissioning Requirements.
   7. Electricity North West shall have no authority to give any instructions to or to supervise the ICP, or any contractor, agent or sub-contractor of the ICP in relation to Contestable Works.
9. The Electricity North West Services and Electricity North West Works
   1. Electricity North West shall be responsible for the preparation of the Specification using Electricity North West standards and national specifications to enable the ICP to construct and connect the Contestable Works to the Distribution System.
   2. Provided that Electricity North West:
      * 1. receives payment for each and every amount due under Clause 20, on the date specified for payment; and
        2. has obtained all the Electricity North West's Consents which Electricity North West is to apply for pursuant to Clause 9 in time to permit Electricity North West to carry out and complete Electricity North West’s Works in accordance with the Programme, Electricity North West shall carry out and complete Electricity North West’s Works in accordance with the Programme.
   3. Electricity North West shall notify the ICP in writing if for any reason Electricity North West anticipates that it will not, or may not be able to, complete Electricity North West’s Works in accordance with the Programme. Electricity North West shall use reasonable endeavours to mitigate or avoid the delay in completing Electricity North West’s Works in accordance with the Programme. Electricity North West shall state in any such notice the reason for the actual or anticipated delay (identifying the event or circumstance considered to be an Event of Force Majeure or a System Emergency), the steps being taken to mitigate or avoid delay and the date by which Electricity North West expects to complete Electricity North West’s Works. The only rights and remedies (expressed or implied and provided by common law or statute) of the ICP in relation to, or arising from any breach of Clause 13.2, or any other delay or failure by Electricity North West in carrying out or completing Electricity North West’s Works, shall be the right to require Electricity North West to use reasonable endeavours to mitigate or avoid such delay, in accordance with this Clause 13.3.
   4. Electricity North West’s Works shall be carried out in accordance with the relevant Schedule of Work.
10. Commissioning and Completion for Contestable Works
    1. When the ICP considers that the Contestable Works (or a part thereof) are completed and comply with the requirements of this Agreement and the relevant Schedule of Work the ICP shall:
       * 1. sign and issue to Electricity North West a notice (“the Completion Certificate”) specifying the Contestable Works or that part (as the case may be) to which such Completion Certificate relates and the date and time the ICP intends to perform the Commissioning Requirements (not less than 5 Business Days' notice of such Commissioning Requirements shall be given by the ICP to Electricity North West);
         2. attach to the Completion Certificate copies of all relevant test and conformance certificates;
         3. attach to the Completion Certificate a true, accurate and complete copy of all relevant Records (with the ICP, from the date of the Completion Certificate, assigning all Intellectual Property Rights in the Records to Electricity North West); and
         4. certify that the Contestable Works are Dead and safe to Energise.
    2. The ICP shall provide evidence, which is satisfactory to Electricity North West, that all the following requirements have been met:
       * 1. the ICP’s Consents for the Contestable Works are available to be granted to Electricity North West in terms acceptable to Electricity North West to subsequently maintain, repair, replace, renew or use, the Contestable Works and the ICP has taken all such steps as would be taken by a reasonably prudent party acting in accordance with Good Industry Practice and in the capacity of the ICP for the purposes of the Agreement to ensure that the ICP’s Consents are granted to Electricity North West by the party or parties having valid title to grant the ICP’s Consents and that such title is free of any Encumbrance adverse to the validity of the grant of, or to the free exercise of, the ICP’s Consents;
         2. Good Title has been provided to Electricity North West over the Contestable Assets to be Energised (insofar as such Good Title has not been provided pursuant to Clause 14.2(a));
         3. all Points of Connection which are to be Energised and from which an electricity supply may be taken shall have been registered in accordance with the specifications and procedures listed in the Master Registration Agreement;
         4. the ICP has warranted to Electricity North West in terms acceptable to Electricity North West that all necessary Intellectual Property Rights have been acquired;
         5. the provision of the CDM file (or section relating to the Contestable Works or the part thereof which is to be Energised (as the case may be)) to Electricity North West;
         6. that, if required by Electricity North West, the Customer has entered into a bespoke connection agreement with Electricity North West in relation to the connection of that Point of Connection to the Distribution System;
         7. the Contestable Works, or such part thereof, have been constructed in accordance with this Agreement and have met those of the Commissioning Requirements which Electricity North West requires are passed before the Contestable Assets are Energised by Electricity North West;
         8. the ICP has rectified all Defects or other matters previously notified to the ICP under Clause 11;
         9. the ICP has effected insurance pursuant to Clause 29;
         10. the ICP has paid such of the Charges as are then due to Electricity North West; and
         11. the ICP has complied with all other requirements of this Agreement.
    3. The ICP shall notify Electricity North West in writing of the date on which the applicable Contestable Assets shall require connection to the Distribution System and Energisation. Electricity North West shall respond to such notification in accordance with the requirements under the Guaranteed Standards.
    4. Electricity North West may, by giving the ICP notice in writing to this effect, dispute or object to any of the evidence provided by the ICP pursuant to Clause 14.2 and refuse to consent to Energise the Contestable Works or the part thereof to which such evidence relates. If Electricity North West so notifies the ICP, then the ICP and Electricity North West shall promptly discuss and seek to agree whether or not Electricity North West’s objections are, or dispute is, valid and, if so, the measures to be taken by the ICP to enable Electricity North West to withdraw its objections, or dispute. If the ICP and Electricity North West cannot agree whether or not Electricity North West’s objections are, or dispute is, valid, or the measures to be taken by the ICP to enable Electricity North West to withdraw its objections, or dispute, either the ICP or Electricity North West may refer the dispute to the procedure specified in Clauses 25 and 26.
    5. On receipt by Electricity North West of the Completion Certificate and unless Electricity North West objects to the evidence issued by the ICP to Electricity North West in fulfilment of the ICP’s obligations pursuant to Clause 14.2, Electricity North West shall either:
       * 1. advise the ICP, in accordance with the relevant Standard Techniques, of the date on which Electricity North West shall Energise the Contestable Assets or such part (as the case may be) and Electricity North West shall use all reasonable endeavours to Energise the relevant Contestable Assets or such part (as the case may be) on such date; or
         2. provide consent for the ICP to Energise the Contestable Assets or such part (as the case may be) in accordance with the Standard Techniques.
11. Handover and Adoption of Contestable Assets
    1. Upon and with effect from Completion, the ICP will withdraw all persons under their control and inform them no further work is permitted on the applicable Contestable Assets.
    2. Upon Energisation of the Contestable Assets or such part (as the case may be) pursuant to Clause 14.5, the Contestable Assets shall become part of the Distribution System and the ICP shall, and procure that the Customer shall, treat those Contestable Assets in all respects as the property of Electricity North West and from that time as forming part of the Distribution System.
    3. Immediately following Energisation of the Contestable Assets pursuant to Clause 14.5, Electricity North West shall assume operational responsibility for the Contestable Assets within the relevant Contestable Works. All fault repair work which is required to be carried out on those Contestable Assets from then on, shall be carried out by Electricity North West save for such works as Electricity North West may require the ICP to carry out to rectify any Defects in the Contestable Works.
    4. Following Energisation of the Contestable Assets the Commissioning Requirements shall be completed and if any of the relevant Contestable Assets do not pass the Commissioning Requirements to the satisfaction of Electricity North West, Electricity North West may:
       * 1. disconnect the Contestable Assets from the Distribution System until the ICP undertakes all work to the Contestable Assets necessary to enable those Contestable Assets to pass such of the Commissioning Requirements to the satisfaction of Electricity North West; or
         2. undertake or procure such works itself and recover the cost thereof from the ICP and Electricity North West shall use all reasonable endeavours to notify the ICP of Electricity North West’s decision to exercise its rights under the foregoing provisions of this Clause 15.4 as soon as reasonably practicable, indicating the nature of the Defect and recommendation for remedy.
    5. If the ICP disputes:
       * 1. whether the Contestable Assets should have passed the Commissioning Requirements to Electricity North West's satisfaction; or
         2. the costs Electricity North West seeks to recover under 15.4 (b) it shall give written notice to that effect to Electricity North West within 10 Business Days of the receipt of such notification provided in accordance with Clause 15.4.
    6. Following receipt of the notice in Clause 15.5 the ICP and Electricity North West shall promptly and in good faith discuss whether any such dispute is reasonable. If the ICP and Electricity North West fail to agree either Party may refer the dispute to the procedure specified in Clauses 25 and 26.
    7. All payments made by the ICP under this Clause 15, shall be paid in accordance with the process set out in Clause 21.
    8. Title to and ownership of the Contestable Assets shall transfer to Electricity North West free from any Encumbrances on the Adoption Date.
12. Access to Distribution System for Contestable Works
    1. Following Adoption, the ICP shall be entitled to access the Distribution System to carry out and complete any final Contestable Works provided always that such works are fully compliant with the Standard Techniques and Electricity North West has consented to such access in accordance with Clauses 16.2 or 16.3.
    2. For any final Low Voltage Contestable Works, the ICP shall not commence any final Low Voltage Contestable Works unless and until Electricity North West has provided consent in line with Electricity North West’s Live Jointing Regime Document.
    3. The ICP shall not commence any final High Voltage Contestable Works unless and until:
       * 1. Electricity North West has provided its prior consent in accordance with the Live Jointing Regime Document;
         2. Electricity North West has agreed a commencement and completion date and time for the relevant final Contestable Works; and
         3. any standby generation or alternative network arrangements have been installed or put in place where notice has been provided by Electricity North West in accordance with the Live Jointing Regime Document.
13. Switching for High Voltage Contestable Works
    1. For final High Voltage Contestable Works, the ICP shall comply with all procedures and obligations set out within the Electricity North West Policies and Procedures Portal.
    2. The ICP shall not carry out any switching on the Distribution System without prior instruction from Electricity North West's Central Control Engineer.
14. Commissioning and Completion for Contestable Works
    1. The ICP shall ensure that all pre-commissioning tests and checks as required by Electricity North West are satisfactorily completed and recorded prior to Energisation of the Contestable Works. The ICP shall not make any Connection which fails the pre-commissioning tests.
    2. The ICP shall ensure that all post-commissioning tests as required by Electricity North West are completed and recorded immediately following the Energisation of any new Connection.
    3. The ICP shall complete all pre-commissioning and post-commissioning tests carried out in respect of the Contestable Works in line with the relevant Standard Technique(s) and shall provide such evidence and records as may be reasonably required by Electricity North West that the required tests have been completed and passed. Electricity North West may carry out its own tests and checks at any time.
    4. If any of the Contestable Works do not pass the post-commissioning tests the ICP shall immediately notify Electricity North West and Electricity North West may:
       * 1. disconnect the Contestable Works from the Distribution System until the ICP undertakes all work necessary to enable the Contestable Works to pass the post-commissioning tests; or
         2. undertake or procure such works itself and recover all costs incurred thereof from the ICP.
    5. The ICP shall complete any final Low Voltage Contestable Works within the week proposed in the Programme. If the ICP fails to complete any final Low Voltage Contestable Works within the week specified in the Programme, the ICP shall cease work, Electricity North West's consent provided pursuant to Clause 16.2 shall be deemed to have been withdrawn and the ICP shall be required to recommence the approval process and submit a new Programme for the relevant final Contestable Works.
    6. The ICP shall commence and complete any final High Voltage Contestable Works on the dates and by the time agreed with Electricity North West pursuant to Clause 16.3.
    7. If the ICP fails to commence or complete any final High Voltage Contestable Works on the dates and by the time agreed pursuant to Clause 16.3, the ICP shall be liable for all costs incurred and/or losses suffered by Electricity North West as a result of such delay.
    8. On completion of any final High Voltage Contestable Works, the ICP shall return the Distribution System to Electricity North West in accordance with the requirements of the Live Jointing Regime Document.
    9. On completion of the final Contestable Works the ICP shall provide Electricity North West with a true accurate and complete copy of all relevant Records and shall consent to use the Records and also to incorporate them within Electricity North West’s records and transfer or procure the transfer of the copyright in the Records to Electricity North West. These records shall be provided in line with the relevant Standard Techniques.
15. Rectification of Defects for all Contestable Works in Defect Correction Period
    1. If any Defect becomes apparent during the applicable Defect Correction Period, Electricity North West may in its absolute discretion elect:
       * 1. to issue a notice to the ICP to rectify the Defect at no cost to Electricity North West; or
         2. to rectify the Defect itself.
    2. The ICP shall indemnify Electricity North West against all costs incurred or suffered by Electricity North West in remedying any Defect during the Defects Correct Period, unless such Defects arises directly as a result of any breach by Electricity North West of this Agreement.
16. Commissioning and Completion of Measurement Transformers
    1. The ICP shall be responsible for carrying out the commissioning of any Current Transformer (CT) or Voltage Transformer (VT) forming part of the Contestable Works or other works undertaken by the ICP pursuant to a Schedule of Works.
    2. The ICP must carry out all commissioning work of a CT or VT in accordance with the commissioning requirements described in the document titled BSC Metering Equipment Commissioning Requirements (ECP 11-0010) and any amendments or updates thereof.
    3. As soon as reasonably practicable, following completion of the commissioning works of a CT or VT, the ICP must provide a copy of all test forms and manufacturers certificates to Electricity North West.
    4. The ICP shall indemnify Electricity North West against all costs, penalties and losses incurred or suffered by Electricity North West as a result of a breach of this Clause 20 by the ICP.
17. Payment
    1. Electricity North West shall as soon as is reasonably practicable after the end of each month issue an invoice specifying any charges payable in accordance with the applicable Programme and Schedule of Work generally.
    2. Electricity North West shall as soon as is reasonably practicable issue an invoice specifying any other sums due from the ICP to Electricity North West under or in connection with this Agreement and the applicable Schedule of Work.
    3. Electricity North West requires payment of sums do to it prior to commencing any of the Electricity North West Works. The ICP shall pay all invoices within 28 days of Electricity North West issuing the invoice.
    4. If any amount remains unpaid after the due date Electricity North West shall be entitled to charge interest on the amount unpaid including interest on value added tax unpaid calculated from day to day at the rate of 5% above the base rate of Lloyds Bank PLC and such interest shall accrue from day to day and shall be compounded annually.
    5. The ICP shall pay within the period specified in the relevant Schedule of Work any amount stated in the relevant Schedule of Work as may be amended pursuant to Clause 21.6 as a contribution to the cost of the Electricity North West’s Works.
    6. Where at any time Electricity North West considers it is necessary to change the design of Electricity North West’s Works, including the Point of Connection (if being determined by Electricity North West), Electricity North West, acting reasonably, shall be entitled to so do and:
       * 1. if Electricity North West so considers for reasons beyond Electricity North West’s reasonable control (which shall include if the reason is because of an act or omission of the ICP and/or engineering difficulties with the assessment of the Point of Connection cable), then Electricity North West will be entitled to amend (by increasing or decreasing) the ICP’s contribution to the cost of Electricity North West’s Works specified in the relevant Schedule of Work;
         2. if Electricity North West so considers for reasons within Electricity North West’s control:
            1. Electricity North West will not be entitled to increase the ICP’s contribution to the cost of Electricity North West’s Works, and
            2. Electricity North West will be obliged to reimburse the ICP for any reasonable increases in the ICP’s costs or expenses which are incurred by the ICP as a result of such changes in the design of Electricity North West’s Works.
    7. Electricity North West shall pay to the ICP in respect of any Distribution System Enhancements agreed pursuant to Clause 5, any amounts stated in a relevant Schedule of Work following receipt by Electricity North West of the Completion Certificate in relation to Contestable Works, or any part thereof (as the case may be) incorporating such Distribution System Enhancements but only provided that Electricity North West has not served any notice in relation to the Contestable Works or such part thereof (as the case may be) pursuant to any of Clauses 11.7, 14.4 or 15.4.
18. Regulations
    1. Electricity North West is responsible, during the Prescribed Period, for ensuring that any Eligible Person receives any Reimbursement Payment to which it is entitled under the Regulations.
    2. The ICP must provide Electricity North West, free of charge, with such assistance as Electricity North West shall require in order that Electricity North West can discharge its responsibilities under the Regulations.
    3. Where the ICP carried out Contestable Work on behalf of an Eligible Person and intends to carry out Contestable Work on behalf of a Subsequent Contributor within the Prescribed Period, the ICP shall provide Electricity North West with details of the Eligible Person including the name and address, description of the original Contestable Work and the date it was carried out, the amount of the Net First Connection Expenses and such other information as Electricity North West shall reasonably request.
    4. Where the ICP did not carry out Contestable Work on behalf of an Eligible Person but intends to carry out Contestable Work on behalf of a Subsequent Contributor within the Prescribed Period, Electricity North West shall notify the ICP that it believes the ICP Customer is a Subsequent Contributor and will be liable to make a Reimbursement Payment to all Eligible Persons.
    5. The ICP must notify the Subsequent Contributor that it is liable to make a Reimbursement Payment to Electricity North West on behalf of the Eligible Person.
    6. Electricity North West will provide the ICP with the amount of, or where the information is not available, an estimate of the amount of the Reimbursement Payment. The ICP will ensure that the amount or estimate, as the case may be, is advised to the Subsequent Contributor and the ICP shall collect the Reimbursement Payment on behalf of Electricity North West from the Subsequent Contributor.
    7. The ICP shall account to Electricity North West for the Reimbursement Payment collected from the Subsequent Contributor within 10 days of receipt of it.
    8. Electricity North West agrees to account to each Eligible Person for the amount of the Reimbursement Payment actually received by it.
    9. The ICP shall be liable to Electricity North West for the amount of any Reimbursement Payment that the ICP has failed to collect from the Subsequent Contributor.
19. Liability and Indemnity
    1. Nothing in this Agreement shall exclude or limit the liability of either Party for:
       * 1. death or personal injury resulting from the negligence of the Party liable or of any of its officers, employees or agents;
         2. wilful default, fraud or fraudulent misrepresentation;
         3. breach of terms implied by Section 2 of the Supply of Goods and Services Act 1982; and
         4. any other liability which cannot be limited or excluded by Applicable Law.
    2. Save as otherwise expressly provided in this Agreement nothing in this Clause 23 shall exclude or restrict or otherwise prejudice or affect any of:
       * 1. the rights, powers, duties and obligations of either Party which are conferred or created by the Act, the Electricity Distribution Licence or any regulations made under the Act; or
         2. the rights, powers, duties and obligations of the Authority or the Secretary of State under the Act, the Electricity Distribution Licence or otherwise howsoever.
    3. The ICP shall be responsible for the risk of loss or damage to every part of the Contestable Works until the Adoption of such part.
    4. Subject to Clause 23.6 the ICP shall indemnify Electricity North West and keep Electricity North West indemnified fully and on demand against all claims, demands, actions, proceedings, damages, liabilities, losses, costs (including all associated legal costs), expenses and fines which are attributable to any act, omission, default, delay, negligence or breach of statutory duty by or on the part of the ICP made or brought against or incurred or suffered by Electricity North West arising out of or in connection with:
       * 1. the carrying out or the purported carrying out of the Contestable Design;
         2. the carrying out or the purported carrying out of the Contestable Works;
         3. any claim by a Regulatory Body due to any default by the ICP arising from or in connection with the Contestable Design and/or the Contestable Works;
         4. any Regulatory Incentive Losses;
         5. any third-party claim in respect of title to the Contestable Assets;
         6. any breach or alleged breach by the ICP of any ICP’s Consents or Electricity North West's Consents or failure by the ICP to obtain and/or maintain the required ICP’s Consents;
         7. failure by the ICP to ensure that the officers, employees or agents of the ICP and other persons for whom the ICP is responsible in law conduct themselves upon the Site during the carrying out of the Contestable Works in a proper and responsible manner;
         8. any personnel (including without limitation any employee, agent or subcontractor) who were employed or engaged in executing the Contestable Works bringing a claim against Electricity North West where such a claim arises out of anything done or omitted to be done by the ICP in relation to the employment or engagement of the same during the term of the Agreement and/or arising on or as a result of the termination or expiry of the Agreement (howsoever caused); or
         9. the Energisation of any Point of Connection where that Point of Connection is not Registered where no request to Energise that Point of Connection has been made by the Supplier.
    5. Subject to Clause 23.1 the liability of the ICP in respect of claims for physical damage to the property shall not exceed the sum of £5,000,000 per incident or series of related incidents arising out or in connection with Low Voltage Contestable Work or £25,000,000 in all other cases.
    6. The ICP will not be liable for loss or damage arising from Electricity North West's negligence, and/or any breach by Electricity North West of its obligations under this Agreement.
    7. Subject to Clause 23.1 and save where any provision of this Agreement provides for an indemnity, neither Party nor any of its officers, employees or agents shall in any circumstances be liable to the other for:
       * 1. any loss of profit, loss of revenue, loss or use, loss of contract or loss of goodwill; or
         2. any indirect or consequential loss.
    8. Subject to Clause 23.1 the ICP’s total liability to Electricity North West for all matters arising under or in connection with Low Voltage Contestable Works shall be limited to £10,000,000 (ten million pounds) per incident or series of incidents arising out of any one event or £25,000,000 (twenty-five million pounds) in all other cases.
    9. Subject to Clause 23.1 Electricity North West shall not be liable for any costs incurred or losses suffered by the ICP or any third party as a result of Electricity North West's failure to provide access to the Distribution System or any delay caused by Electricity North West to the Contestable Works.
    10. Electricity North West’s total aggregate liability to the ICP for all matters arising under or in connection with this Agreement shall be limited to 100% of the Charges paid by the ICP to Electricity North West under this Agreement.
    11. Each of the Parties agrees that each of the other Parties holds the benefit of Clauses 23.1, 23.5 and 23.7 for itself as trustee and agent for its officers, employees and agents.
20. Force Majeure
    1. None of the Parties shall be liable for any breach of this Agreement caused by an Event of Force Majeure or by a System Emergency.
    2. If either Party (the "Affected Party") shall be unable to carry out its obligations under this Agreement due to an Event of Force Majeure or if Electricity North West shall be unable to carry out any of its obligations under this Agreement due to a System Emergency, this Agreement shall remain in full force and effect but save as otherwise provided herein each Party's obligations (other than the obligation as to the payment of Charges) shall be suspended without liability for a period equal to an Event of Force Majeure or the System Emergency provided that:
       * 1. the suspension of performance is of no greater scope and of no longer duration than is required by the Event of Force Majeure or System Emergency;
         2. no obligation of either Party that arose before the Event of Force Majeure or System Emergency causing the suspension of performance shall be excused as a result of the Event of Force Majeure or System Emergency; and
         3. the non-performing Party shall use all reasonable efforts to remedy its inability to perform.
21. Dispute Resolution – Escalation
    1. Any dispute between the Parties with respect to the interpretation of any provision of the Agreement and with respect to the obligations imposed by it on the other Party, shall be resolved as provided for in this Clause 25.
    2. Neither Party shall commence formal dispute resolution proceedings (to include litigation), until the earlier of:
       * 1. the Parties' designated representatives (as referred to in Clause 25.3(a)) jointly concluding that resolution of the dispute through continued negotiation of the matter does not appear likely; and
         2. 20 Business Days after either Party's written request under Clause 25.3(a) was submitted to the other Party and that other Party has failed to appoint a designated representative.
    3. Prior to the initiation of any formal dispute resolution proceedings (to include litigation), the Parties shall first attempt to resolve their dispute informally, as follows:
       * 1. upon the written request of either Party to the other, each Party shall appoint a designated representative for the purpose of endeavouring to resolve such dispute;
         2. the designated representatives shall meet as often as either Party reasonably deems necessary in order to gather and provide to the other all information with respect to the matter in issue which the Party believes to be appropriate in connection with its resolution. The designated representatives shall discuss the problem and negotiate with each other in good faith in an effort to resolve the dispute informally;
         3. during the course of negotiations, all reasonable requests made by either Party to the other for non-privileged information, reasonably related to the Agreement, shall be honoured in order that each of the Parties may be fully advised of the other's position; and
         4. the method of endeavouring to resolve the dispute shall be left to the discretion of the designated representatives.
22. Dispute Resolution – Adjudication
    1. In the event of any dispute or difference not being resolved in accordance with Clause 24 either Party may refer any dispute or difference to adjudication under Part I of the Scheme for Construction Contracts (England and Wales) Regulations (as amended), which Part shall take effect as if it was incorporated into this Clause 26.
    2. The adjudicator shall be appointed by The Chartered Institute of Arbitrators.
23. Intellectual Property
    1. The copyright and any other Intellectual Property Rights in all drawings, reports, specifications, calculations and other documents created by or on behalf of Electricity North West, or provided by Electricity North West or on behalf of Electricity North West to the ICP under the provisions of this Agreement, (“Electricity North West IP”) shall remain and belong to Electricity North West and Electricity North West shall grant the ICP a non-exclusive licence to use the Electricity North West IP solely for the purpose of performing its obligations under this Agreement.
    2. The ICP shall not (without the prior written consent of Electricity North West) make copies or permit copies to be made nor permit the use of the items referred to in Clause 26.1 in connection with any project and/or other works other than the Contestable Works or any parent scheme associated with the Contestable Works.
    3. The ICP shall not at any time throughout the duration of the Agreement, assign, license or otherwise grant any rights in any Electricity North West IP to any other person including but not limited to the Customer.
    4. The ICP shall indemnify Electricity North West against all losses, costs and expenses suffered or incurred by Electricity North West arising out of any claim by any third Party that the use by Electricity North West of the Intellectual Property Rights licensed or vested in Electricity North West pursuant to this Clause 27 infringes that third Party’s rights.
    5. The ICP warrants that it owns all Intellectual Property Rights in or relating to the Contestable Design, and the Contestable Works.
    6. The ICP shall grant a licence to Electricity North West to use all Intellectual Property Rights in or relating to the Contestable Design for the purpose of performing its obligations under this Agreement.
24. Assignment and Sub-Contracting
    1. The ICP may not assign or transfer its rights and obligations under or benefits of this Agreement without the written consent of Electricity North West.
    2. Electricity North West may assign the benefit of this Agreement to any other company within the Electricity North West Group.
    3. The ICP may sub-contract any part of the Contestable Works with Electricity North West's written consent (such consent not to be unreasonably withheld) provided that the ICP ensures that only appropriately Accredited contractors are engaged in the carrying out or completion of the Contestable Works. The sub-contracting by the ICP of any of its obligations under this Agreement shall not relieve the ICP from liability for performance of such obligations in accordance with this Agreement and any such sub-contracting must be on terms and conditions as to the person employed by the sub-contractor, and the quality of the work and materials used, which are no less onerous than those contained in this Agreement.
    4. Electricity North West shall have the right to sub-contract or delegate the performance of any part of its obligations or duties under this Agreement without the prior consent of the ICP.
25. Insurance
    1. The ICP undertakes and agrees to take out and maintain insurance cover in full force and effect at its own cost to cover its liabilities under this Agreement and any associated Schedule of Work, including but not limited to the following:
       * 1. public liability insurance with a limit of indemnity of not less than £5,000,000 per incident or series of incidents arising out of one event against death and personal injury and loss or damage to property; and
         2. employer’s liability insurance for a minimum liability of £10,000,000 (ten million pounds) per incident or series of incidents arising out of any one event or for any higher minimum limit which may be required at any time in order to comply with Applicable Law, and

the ICP shall, whenever reasonably required in writing by Electricity North West, provide confirmation from its insurer that the policies effecting the insurances required by this Clause 29 remain current together with evidence of payment of the last premium due.

* 1. The ICP's liability insurance policies shall include an indemnity to principals' clause.

1. Security
   1. The ICP may, according to the ICP’s credit rating status, also need to provide additional security. Electricity North West shall assess the need for the ICP to provide additional security using the Dun & Bradstreet Corporation assessment scheme.
   2. An ICP obtaining a Dun & Bradstreet Corporation rating of 1 or 2 will not normally be expected to provide additional security beyond that provided as an Accredited ICP under NERS.
   3. An ICP obtaining a Dun & Bradstreet Corporation rating of 3 or 4, or having no Dun & Bradstreet Corporation rating, or whose net worth is less than Electricity North West’s total financial exposure under this Agreement and all Schedule of Works held with the ICP that is running concurrently will be required to deliver to Electricity North West within 10 Business Days of the date of this Agreement additional security in an amount and form and on terms all satisfactory to Electricity North West.
   4. If, at any point, the ICP should no longer meet the criteria set out pursuant to Clause 30.2 the obligations under Clause 30.3 shall apply.
2. Confidentiality
   1. Except as referred to in Clause 32.2, each Party shall treat as strictly confidential and shall not disclose to any third party any information received or obtained as a result of entering into or performing this Agreement which relates to the provisions or subject matter of this Agreement, or the negotiations relating to this Agreement.
   2. Either Party may disclose information which would otherwise be confidential if and to the extent that:
      * 1. it is required to do so by law or any securities exchange or regulatory or governmental body (including, in the case of Electricity North West, the Regulatory Body) to which it is subject wherever situated;
        2. it considers it necessary to disclose the information to its professional advisers, auditors and bankers provided that it does so on a confidential basis;
        3. the information has come into the public domain through no fault of that Party;
        4. the information constitutes or forms part of the Contestable Design and any information, designs, plans or other materials or works made available by the ICP to Electricity North West relating to the Contestable Works which information Electricity North West shall be entitled to use without restriction; or
        5. each Party to whom it relates has given its consent in writing.
3. Audit
   1. The ICP shall keep and maintain until six years after the Agreement has been terminated, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including:
      * 1. the Contestable Works provided;
        2. its compliance with the terms of this Agreement, including the Accreditation;
        3. all expenditure reimbursed by Electricity North West;
        4. all payments made by Electricity North West,

together, the “**Compliance Records**”.

* 1. The ICP shall on request afford Electricity North West or Electricity North West’s representatives such access to those Compliance Records as may be required in connection with this Agreement.
  2. The ICP shall provide to Electricity North West and its auditors (including internal audit staff and external auditors engaged at Electricity North West's expense), inspectors, Regulatory Bodies and other representatives as Electricity North West may from time to time designate in writing, access at all reasonable times (and in the case of Regulatory Bodies, at any time required by such Regulatory Bodies) to any facility, site or premises at which either the ICP or any of its subcontractors are providing the Contestable Works and/or from which they are delivering the Contestable Works (or elements thereof), and to the Compliance Records, for the purpose of performing audits and inspections of either the ICP or any of its subcontractors during the term of this Agreement.

1. Severance
   1. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction or any competent authority to be invalid or unenforceable, such provision will be severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect as if such provision had not originally been contained in this Agreement.
2. Termination
   1. Either Party may terminate this Agreement or any Schedule of Work by giving the other Party one months' notice in writing (or such longer period as may be agreed between the Parties).
   2. On termination of this Agreement by either Party in accordance with Clause 32.1 all Schedule of Works procured by the relevant ICP shall automatically expire. On termination of any Schedule of Work in accordance with Clause 32.1, the terminating Party may, at its option, terminate this Agreement and any other Schedule of Works procured by the relevant ICP on notice with immediate effect.
   3. In relation to this Agreement, in the event that:
      * 1. the ICP fails in any material respect to conform or comply with any of its obligations under this Agreement, and (if such failure is capable of remedy) it is not remedied to the reasonable satisfaction of Electricity North West within 30 days of the ICP receiving notice from Electricity North West of the occurrence thereof and requiring the same to be remedied; or
        2. ICP not being a company an interim order or bankruptcy order is made in respect of it under the Insolvency Act 1986 or a voluntary arrangement is proposed in respect of him; or
        3. (ICP being a company) an order of the High Court is made, or an effective resolution passed for the insolvent winding up or dissolution of the ICP; or
        4. a receiver or an administrative receiver of the ICP is appointed, or
        5. the ICP enters into any composition, scheme or arrangement with (or assignment for the benefit of) its creditors or should be unable to pay its debts within the meaning of Section 123 (1) (e) or Section 123 (2) of the Insolvency Act 1986; or
        6. any steps are taken for the making of an administration order or the appointment of an administrator under the out-of-court procedure under the Enterprise Act 2002 or notice is given of an intention to appoint an administrator in relation to the ICP or any steps are taken for the appointment of a receiver or administrative receiver, or an encumbrancer takes possession of or sells any of the ICP's assets; or
        7. the ICP makes an arrangement or composition with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally; or
        8. the ICP ceases to carry on business at any time for 30 consecutive days; or
        9. no physical work forming part of the Contestable Works has commenced within one year after the date of this Agreement; or
        10. the ICP fails to fulfil its obligations in terms of or arising from Clauses 30 or 31; or
        11. the ICP commits a breach of health and safety rules or obligations (including but not limited to Electricity North West's Health and Safety Policy); or
        12. the ICP ceases, or any of its employees or agents cease, to hold any licence or professional qualification or has its name, or any of its employees or agents have their names, removed from any register which is, or which Electricity North West considers, necessary or desirable for the performance of its duties under the Agreement

such event shall become an event of default when Electricity North West declares by notice in writing given to the ICP that such event has become an event of default provided that at that time the event of default continues unremedied ("Event of Default").

* 1. In relation to any Schedule of Work, in the event that:
     + 1. the ICP fails in any material respect to conform or comply with any of its obligations under any Schedule of Work, and (if such failure is capable of remedy) it is not remedied to the reasonable satisfaction of Electricity North West within 30 days of the ICP receiving notice from Electricity North West of the occurrence thereof and requiring the same to be remedied; or
       2. no physical work forming part of the Contestable Works has commenced within one year after the date of the relevant Schedule of Work; or
       3. a Completion Certificate in respect of Contestable Works, or each section thereof (as the case may be) not having been issued to Electricity North West pursuant to Clause 14; or
       4. Electricity North West has received notification from the ICP in accordance with Clause 34

such event shall become an Event of Default when Electricity North West declares by notice in writing given to the ICP that such event has become an event of default provided that at that time the event of default continues unremedied.

* 1. Once Electricity North West has given, and upon the giving of, notice of an Event of Default pursuant to Clause 34.3 Electricity North West may, at its option terminate this Agreement on notice with immediate effect. On termination of this Agreement in accordance with this Clause 34.5, all Schedule of Works procured by the relevant ICP shall automatically terminate.
  2. Once Electricity North West has given, and upon the giving of, notice of an Event of Default pursuant to Clause 34.4 Electricity North West may, at its option terminate the relevant Schedule of Work on notice with immediate effect. On termination of any Schedule of Work in accordance with Clause 34.6, Electricity North West may, at its option, terminate this Agreement and Schedule of Works procured by the relevant ICP on notice with immediate effect.
  3. The termination of this Agreement and any Schedule of Work for whatever reason or cause shall be without prejudice to any other rights or obligations which may have accrued or become due between either Parties prior to or on the date of termination, and any provisions, rights or obligations stated to take effect on termination shall remain in full force and effect.
  4. Where this Agreement or a Schedule of Work is terminated by Electricity North West under Clause 34.5 or 34.6, the ICP shall pay to Electricity North West any reasonable costs incurred by Electricity North West as a result of the termination.
  5. Clauses 19, 20, 21, 22, 24, 25, 26, 27, 29, 31, 32, 36, 38, 41 and 42 shall survive the termination, for whatever reason, of this Agreement.

1. Other Contracts
   1. The ICP will immediately notify Electricity North West in the event of the Customer or the ICP terminating any other contract between them in relation to the Contestable Works before the Contestable Works have been Adopted.
2. Waiver
   1. No act or omission of either Party shall by itself amount to waiver of any right or remedy of that Party unless expressly stated by that Party in writing nor shall any reasonable delay by either Party in exercising any right or remedy of that Party by itself constitute a waiver of that right or remedy.
3. Variations
   1. No purported variation of the Agreement or a Schedule of Work shall be effective unless it is in writing and signed by or on behalf of each of the Parties by its respective authorised representatives. However, each Party shall effect any amendment required to be made to this Agreement or a Schedule of Work by the Authority as a result of a change in the Electricity Distribution Licence or an order made pursuant to the Act or as a result of settling any of the terms hereof and the ICP hereby authorises and instructs Electricity North West to make any such amendment on its behalf and undertakes not to withdraw, qualify or revoke such authority or instruction at any time.
   2. Either Party shall at any time be entitled to propose variations to this Agreement or a Schedule of Work by notice in writing to the other Parties. The Parties shall negotiate in good faith the terms of any such variation, but if a variation to the Agreement or a Schedule of Work has not been agreed and put into effect within one month after it has been proposed, either Party shall be entitled to escalate the matter by means of Clause 24.
4. Notices
   1. Subject to Clause 38.4 any notice, request or other communication to be made by one Party to the others under or in connection with this Agreement or a Schedule of Work shall be in writing and shall be delivered personally or sent by prepaid first-class post, courier, fax or e-mail to the other Party as follows:
      * 1. If to Electricity North West, to:

ENWL Legal Department, 304 Bridgewater Place, Birchwood Park, Warrington, Cheshire, WA3 6XG

* + - 1. If to the ICP, to:

enter ICP name and address

or to any other persons, addresses or fax numbers as may from time to time be notified by one Party to the other.

* 1. A notice request or other communication sent in accordance with this Clause 36 shall be deemed to have been served:
     + 1. at the time of delivery if delivered personally;
       2. if sent by post, 48 hours after the date of posting; and
       3. 2 hours after transmission if served by e-mail on a Business Day prior to 3 p.m. or in any other case at 10 a.m. on the Business Day after the date of dispatch.
  2. If the deemed time of service is not during normal business hours in the country of receipt, the notice shall be deemed served at, or in the case of or e-mails two hours after, the opening of business on the next Business Day of that country.
  3. Neither Party can serve any proceedings or serve any other documents in any legal action by e-mail.
  4. Neither Party shall not attempt to prevent or delay the service on it of a notice connected with the Agreement or a Schedule of Work.

1. Entire Agreement
   1. Each Party acknowledges that this Agreement and the documents referred to in it constitute the entire agreement between the Parties in relation to the Contestable Works and that it has not relied upon any oral or written representation made to it by the other Party or its employees or agents and has made its own investigations into all matters relevant to it.
2. Counterparts
   1. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts but shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.
3. Third Party Rights
   1. No express term of this Agreement nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to it.
4. Governing Law and Jurisdiction
   1. This Agreement and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by the laws of England and Wales.
   2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.
5. Cumulative Remedies
   1. Save as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**AS WITNESS whereof the Parties have signed below:**

**SIGNED BY:**

**Name …………………………………………………………………...…**

**Position ………………………………….……………………………..……**

**For and on behalf of:**

**Electricity North West Limited**

**SIGNED BY:**

**Name ……………………………………………………………………...**

**Position ………………………………………………………………………**

**For and on behalf of**

**ICP**