

Dated

20♦

NORTHERN IRELAND ELECTRICITY NETWORKS LIMITED

[NAME OF ICP]

**FRAMEWORK NETWORK
ACCESS AGREEMENT
(INDEPENDENT
CONNECTIONS PROVIDER)**

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- (1) **Northern Ireland Electricity Networks Limited**, a company registered in Northern Ireland with registered number NI26041 and whose registered office is at 120 Malone Road, Belfast, BT9 5HT (**NIE Networks**); and
- (2) **[Name of ICP]**, a company registered in **[Northern Ireland]** **[AG note: please amend, as appropriate, for any ICPs registered in GB.]** with registered number ♦ and whose registered office is at ♦ (**ICP**),

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

Whereas:

- (A) The ICP may from time to time be instructed by a Customer to carry out and complete Contestable Works (including Final Contestable Works) for the purposes of the relevant Connection requested by such Customer.
- (B) This Agreement sets out a framework for the ICP to request access to the NIE Networks Distribution System in order to carry out any Final Contestable Works.
- (C) Where:
 - 1) a Customer has accepted a Terms Letter from NIE Networks for a Connection to the NIE Networks Distribution System at the Point of Connection;
 - 2) that Customer has appointed the ICP as its agent to carry out the Contestable Works for the purpose of that Connection, and
 - 3) the ICP requires access to the NIE Networks Distribution System to carry out the relevant Final Contestable Works,

NIE Networks and the ICP will be required to enter into a separate Specific Access Agreement (in accordance with clause 4 of this Agreement) for the ICP to obtain Access Rights in order to carry out Final Contestable Works. Each Specific Access Agreement will incorporate the terms and conditions set out in this Agreement.

- (D) This Agreement must be read in conjunction with the Adoption Agreement.

It is agreed:

1 Definitions and interpretation

- 1.1 In this Agreement and any Specific Access Agreement formed under it, except where a different interpretation is necessary in the context, the words and expressions used shall have the meanings set out in the General Terms for Connections Works, the Contestable Connection Terms and Conditions and the Adoption Agreement. Words and expressions used in this Agreement, which are not defined in those documents, shall have the meaning set out in Schedule 1 (Definitions).
- 1.2 In this Agreement:
 - (a) any term importing gender shall include any gender;
 - (b) any term importing the singular includes the plural and vice versa;

- (c) the words **includes** and **including** are to be construed without limitation;
 - (d) a reference to **NIE Networks** shall include any NIE Networks corporation or other body corporate, whenever and however incorporated or established;
 - (e) a reference to a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - (f) the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules;
 - (g) save where the context otherwise requires, any reference to any clause or the Schedules or the Appendix is a reference to such clause or the Schedules or the Appendix to this Agreement;
 - (h) neither clause headings nor part headings form part of or affect the interpretation of this Agreement;
 - (i) any reference to any contract (including any Terms Letter and any Adoption Agreement) is a reference to it as amended, extended or restated from time to time;
 - (j) any reference to any relevant industry guidance is a reference to it as amended from time to time;
 - (k) any reference to any statute, statutory provision, enactment, order, regulation or other similar instrument or statutory guidance is a reference to it as amended from time to time and shall include:
 - (i) any subordinate legislation made under it;
 - (ii) any provision which it has modified or re-enacted (whether with or without modification); and
 - (iii) 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; and
 - (l) 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.
- 1.3 This Agreement and any Specific Access Agreement is supplemental to the Adoption Agreement with respect to the Access Rights.
- 1.4 Subject to clause 1.6(b), in the event of any inconsistency between (i) this Agreement and any Specific Access Agreement and (ii) the Adoption Agreement, this Agreement and any Specific Access Agreement shall take precedence.
- 1.5 The Parties agree that clauses 12, 13, 15 and 19 of the General Terms for Connections Works shall be incorporated into this Agreement. The Parties agree to be bound by those clauses as if they were set out in this Agreement in full. For the avoidance of doubt, for the purpose of their incorporation into this Agreement, any reference in those clauses to:
- (a) the "**Customer**" shall be read as referring to the ICP; and

- (b) a "**party**" or "**parties**" shall be read as referring to either the ICP and/or NIE Networks, as the context requires.

1.6 This Agreement shall prevail over:

- (a) any terms and conditions submitted to or by the ICP, or contained in any correspondence between the Parties relating to the subject matter of this Agreement and any Specific Access Agreement; and
- (b) any terms and conditions in any Specific Access Agreement, unless otherwise agreed between the Parties and set out in the relevant Specific Access Agreement.

2 Consideration

In consideration of the payment of £1 by the ICP to NIE Networks (receipt of which NIE Networks acknowledges), NIE Networks has entered into this Agreement with the ICP to establish a framework for the grant of Access Rights to the ICP in connection with any Final Contestable Works.

3 Term

3.1 This Agreement shall commence on the Commencement Date and shall continue in force until terminated by either Party in accordance with the terms of this Agreement.

3.2 Each Specific Access Agreement shall commence on the Access Start Date and shall continue in force until it expires on the Access Completion Date or on:

- (a) the termination of the applicable Terms Letter; or
- (b) the termination of the applicable Adoption Agreement,

unless terminated in accordance with the terms of this Agreement.

4 Framework Agreement and Specific Access Agreement Process

4.1 Provided that NIE Networks is not prevented from doing so by any Force Majeure Event, NIE Networks shall allow the ICP access to the NIE Networks Distribution System to perform any Final Contestable Works subject to and on the terms set out in this Agreement and any applicable Specific Access Agreement (**Access Rights**).

4.2 This Agreement governs the overall relationship of the Parties with respect to the ICP's Access Rights and shall apply to any Final Contestable Works which the ICP undertakes during the term of this Agreement.

4.3 Where the ICP requires access to the NIE Network Distribution System for the purpose of undertaking any Final Contestable Works, the ICP shall request that NIE Networks enters (subject to the terms of this Agreement) into a Specific Access Agreement substantially in the form set out in Schedule 2 (Specific Access Agreement) to this Agreement.

4.4 Each Specific Access Agreement shall incorporate the terms of this Agreement.

- 4.5 A Specific Access Agreement shall not enter into force, be legally binding or have any effect unless:
- (a) such Specific Access Agreement contains the information required by NIE Networks (as notified to the ICP from time to time);
 - (b) such Specific Access Agreement has been signed by the authorised representatives of both Parties and dated; and
 - (c) as at the date the Specific Access Agreement is entered into by the Parties, this Agreement has not been terminated.
- 4.6 Any amendments to this Agreement agreed by NIE Networks and the ICP in accordance with clause 24 shall be deemed to apply to any Specific Access Agreement whether entered into before or after the date of such amendment (unless the Parties agree otherwise in writing).

5 Conditions Precedent

- 5.1 The following conditions must be met prior to the ICP exercising the Access Rights to commence any Final Contestable Works:
- (a) NIE Networks has undertaken a review of the design of the Contestable Works and any issues identified by NIE Networks have been resolved by the ICP to NIE Networks' satisfaction;
 - (b) the Customer, the ICP and NIE Networks have entered into an Adoption Agreement (if such an agreement is required by NIE Networks for the relevant Contestable Works);
 - (c) the ICP has completed all sections of a Specific Access Agreement and submitted it to NIE Networks for consideration, and NIE Networks has provided consent for the commencement of such Final Contestable Works by executing the Specific Access Agreement and returning it to the ICP; and
 - (d) save for requirements relating to completion of the relevant Final Contestable Works, the ICP has complied with the requirements set out in the Completion Certificate to NIE Network's satisfaction.

6 Ongoing Obligations of the ICP

- 6.1 The ICP's continued exercise of the Access Rights granted in respect of any specific Final Contestable Works shall be always conditional on:
- (a) the ICP (and/or any Subcontractor) complying with the NIE Networks Requirements at all times;
 - (b) the ICP (and/or any Subcontractor) performing such Final Contestable Works:
 - (i) in a proper and workmanlike manner, with due skill, care and diligence and in accordance with:
 - (A) the Good Industry Practice;
 - (B) the Functional Specification;

- (C) all NIE Networks Policies and procedures (and the ICP shall provide to NIE Networks (on request) evidence of its and any Subcontractor's ability to comply with NIE Networks Policies and procedures);
 - (D) the terms of the applicable Adoption Agreement; and
 - (E) all Applicable Laws;
 - (ii) in compliance with any additional:
 - (A) requirements of NIE Networks made available to the ICP on the ICP Portal (or otherwise); and
 - (B) arrangements agreed between the Parties on a case by case basis,
 - with respect to the ICP's access to any special categories of sites within the NIE Networks Distribution System; and
 - (iii) not to the detriment of other users of the NIE Networks Distribution System;
 - (c) the ICP (and/or any Subcontractor) complying with the terms of all consents, permits and/or permissions required to enable the ICP to undertake the relevant Final Contestable Works;
 - (d) the ICP (and/or any Subcontractor) being Accredited at all times (and the ICP shall provide the evidence of any such Accreditation to NIE Networks on NIE Networks' reasonable request);
 - (e) the ICP ensuring that all of its employees, and all of any Subcontractor's employees, carrying out the relevant Final Contestable Works are Authorised, technically competent and hold, and carry evidence of relevant Authorisation at all times (and the ICP shall provide the evidence of any such Authorisation to NIE Networks on NIE Networks' reasonable request); and
 - (f) the ICP (and any Subcontractor) having in place all insurance policies required under this Agreement.
- 6.2 Save for such works as NIE Networks may require the ICP to carry out pursuant to any Adoption Agreement to rectify any Defects in any Final Contestable Works, this Agreement shall not apply to any emergency work or fault rectification work.
- 6.3 The ICP shall be fully responsible for:
- (a) the provision and maintenance of all necessary street signing, lighting and guarding; and
 - (b) all works coordination, notifications, charges and penalties,
- relating to any works to, on or near any road, including any street works, excavation, interim and permanent reinstatement (as such works may be undertaken in connection with any Final Contestable Works) in accordance with the Road Traffic Regulation (Northern Ireland) Order 1997 and the Street Works (Northern Ireland) Order 1995.

- 6.4 The ICP shall be responsible for all excavation, interim and permanent reinstatement required to carry out any Final Contestable Works. Any such excavation shall be sufficient for jointing and positive identification if multiple cables are present.
- 6.5 The ICP shall be fully responsible for all liabilities (including those relating to reinstatement and other legal liabilities associated with activities under its control undertaken pursuant to this Agreement or otherwise in connection with any Final Contestable Works) under the Street Works (Northern Ireland) Order 1995 and any other Applicable Law (and shall undertake any required reinstatement works at its own cost).

7 Safety

- 7.1 In addition to clause 5 and clause 6, the ICP (and/or any Subcontractor) shall be entitled to exercise the Access Rights subject to the ICP's (and/or any Subcontractor's) compliance with this clause 7 and provided always that any Final Contestable Works are carried out:
- (a) in a safe manner;
 - (b) in compliance with the ICP Safety Rules and the ICP Safety Management System;
 - (c) in accordance with NIE Networks' instructions relating to access to and any Final Contestable Works undertaken in high security and/or high risk locations (including the Apparatus Operational Restriction (AOR) and Safety Critical Information (SCI), as applicable).
- 7.2 The ICP Safety Management System and the ICP Safety Rules shall, as a minimum:
- (a) be of an equivalent relevant standard to the NIE Networks Safety Management System (as notified to the ICP); and
 - (b) align to OHSAS18001 (as amended, restated or replaced from time to time) or equivalent.
- 7.3 The ICP shall provide to NIE Networks:
- (a) before the Commencement Date, details of the ICP Safety Management System and the ICP Safety Rules;
 - (b) reasonable updates on any material changes to the ICP Safety Management System and the ICP Safety Rules; and
 - (c) on request, any specific details concerning the application of the ICP Safety Management System and the ICP Safety Rules in connection with any Final Contestable Works.
- 7.4 NIE Networks shall be entitled to carry out reasonable checks to satisfy itself that:
- (a) the ICP's and/or any Subcontractor's employees carrying out the relevant Final Contestable Works are Authorised; and
 - (b) any Final Contestable Works are carried out in compliance with this Agreement and any applicable Specific Access Agreement,

provided that the ICP shall not be relieved in any way from any requirement (under this Agreement or otherwise imposed) to comply with the ICP Safety Management System and the

ICP Safety Rules by virtue of any such checks undertaken by NIE Networks pursuant to this clause 7.4.

- 7.5 Either Party shall make available to the other via the ICP Portal all relevant policies, operational processes, local information and procedures.
- 7.6 The ICP shall ensure (and shall provide evidence of the same to NIE Networks on request) that any person undertaking works on the NIE Networks Distribution System in connection with any Final Contestable Works shall be deemed competent person as a minimum under the ICPs Safety Rules.
- 7.7 The ICP shall be responsible for the safety of the public (including providing signage, lighting and guarding in accordance with clause 6.3) and ensuring that energised terminations are effectively sealed.
- 7.8 Any safety issues relating to any Final Contestable Works (including any accident, dangerous incident, fault or damage to property) shall be reported to the NIE Networks Customer Helpline by the ICP (or the Subcontractor, as the case may be) immediately once the relevant issue has been identified by the ICP or the Subcontractor.
- 7.9 Where any Final Contestable Works are undertaken by a Subcontractor, this shall not relieve the ICP from the obligation set out in clause 7.8. Nonetheless, where a Subcontractor immediately reports any risk, accident, dangerous incident, fault or damage to NIE Networks, the ICP shall be deemed to have complied with its obligations to report the same under clause 7.8.
- 7.10 If NIE Networks' staff are required to complete remedial works due to a safety incident arising from the ICP's (and/or any Subcontractor's) action or omission, NIE Networks shall be entitled to charge the ICP a reasonable amount reflecting NIE Networks' costs of such attendance and any resulting work and expenses incurred by NIE Networks.

8 Low Voltage Cable Identification

- 8.1 The ICP shall use its best endeavours to successfully complete Low Voltage cable identification as part of any Final Contestable Works.
- 8.2 Where the ICP is unable to identify the required Low Voltage cable (or cables, as the case may be), NIE Networks may, at its sole discretion, provide assistance to the ICP in respect of such identification provided that:
 - (a) NIE Networks shall not be liable to the ICP for any losses resulting from erroneous identification of any Low Voltage cables; and
 - (b) NIE Networks shall levy an additional charge on the ICP with respect of NIE Networks' reasonable costs of providing any such assistance.

9 NIE Networks Equipment and Substation Keys

- 9.1 The ICP may request the use of NIE Networks Equipment and/or keys to a substation, as appropriate, in connection with any Final Contestable Works in accordance with the Equipment Use Procedure.

9.2 The ICP shall:

- (a) undertake (and procure that any Subcontractor required to use the NIE Networks Equipment undertakes) such training as is deemed appropriate by NIE Networks in connection with the use (including the operation, protection and maintenance) of the NIE Networks Equipment and the ICP shall pay such charges in connection with the training as specified by NIE Networks;
- (b) ensure that the NIE Networks Equipment is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner in accordance with the Equipment Use Procedure and any operating instructions and operating manuals;
- (c) ensure that the NIE Networks Equipment and any substation keys are only used by Authorised, trained and competent persons;
- (d) take such steps as may be necessary to ensure that the NIE Networks Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- (e) make no alteration to the NIE Networks Equipment;
- (f) keep NIE Networks fully informed of all material matters relating to the NIE Networks Equipment;
- (g) permit NIE Networks or its duly authorised representative to inspect the NIE Networks Equipment at all reasonable times;
- (h) not part with control of, sell or offer for sale, underlet or lend the NIE Networks Equipment and do not do or permit to be done any act or thing which will or may jeopardise the right, title and/or interest of NIE Networks in the NIE Networks Equipment;
- (i) not suffer or permit the NIE Networks Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the NIE Networks Equipment is so confiscated, seized or taken, the ICP shall notify NIE Networks and the ICP shall at its sole expense use its best endeavours to procure an immediate release of the NIE Networks Equipment and shall indemnify NIE Networks on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- (j) not use the NIE Networks Equipment for any unlawful purpose;
- (k) ensure that at all times the NIE Networks Equipment and any substation keys remain identifiable as being NIE Networks' property; and
- (l) deliver up the NIE Networks Equipment and any substation keys on completion of the relevant Final Contestable Works or on demand by NIE Networks at such address as NIE Networks requires, or if necessary, allow NIE Networks or its representatives access to any premises where the NIE Networks Equipment and/ or any substation keys are located for the purpose of taking possession of the same.

9.3 The ICP acknowledges that NIE Networks shall not be responsible for any:

- (a) loss of or damage to the NIE Networks Equipment; and/or
- (b) any injury to persons or damage to property,

arising out of or in connection with any negligence, misuse, mishandling, abuse or incorrect use of the NIE Networks Equipment caused by the ICP or its officers, employees, agents and Subcontractors, and the ICP undertakes to indemnify NIE Networks on demand against any and all losses, costs, charges, damages and expenses incurred by NIE Networks arising from the same.

10 Payments

10.1 The ICP shall pay NIE Networks all charges payable by the ICP under this Agreement within 30 days of NIE Networks issuing an invoice to the ICP in respect of the same.

10.2 If any amount remains unpaid after the due date set out in clause 10.1, interest shall accrue on the unpaid amount, calculated from day to day at a rate per annum of 4% above the base rate of the Bank of England from the due date until the amount due and any accrued interest has been paid in full.

11 Subcontracting

11.1 Where the ICP appoints a Subcontractor to carry out all or part of any Final Contestable Works in accordance with clause 19 of the Contestable Terms and Conditions:

- (a) clause 19 of the Contestable Terms and Conditions shall be construed as requiring that only Accredited and Authorised Subcontractors are engaged in the performance of such Final Contestable Works (or any part of them); and
- (b) the ICP shall procure that such Subcontractor shall comply with the terms of this Agreement.

11.2 Nothing in this clause 11 shall relieve the ICP of any of its obligations or liabilities under this Agreement.

12 Suspension

12.1 Without prejudice to its other rights or remedies under this Agreement, NIE Networks may suspend the Access Rights in respect of any Specific Access Agreement with an immediate effect (by issuing a verbal or written notice to the ICP), if:

- (a) the ICP (or the Subcontractor, as the case may be) ceases to be Accredited;
- (b) the ICP (or the Subcontractor, as the case may be) breaches the ICP Safety Rules;
- (c) a person carrying out the relevant Final Contestable Works ceases to be Authorised and the ICP does not replace them with an Authorised alternative;
- (d) a safety risk occurs in relation to the relevant Final Contestable Works or in respect to any other works being undertaken by the ICP (or the Subcontractor, as the case may be) under any other Specific Access Agreement which in NIE Networks' opinion means the continuation of such Final Contestable Works represents an unacceptable risk to the health and safety of those working and to the public;

- (e) in NIE Networks' opinion, the relevant Final Contestable Works cause a significant risk to the NIE Networks Distribution System or are not deemed in compliance with the Applicable Laws;
- (f) the ICP has five Non-Conformances in three consecutive inspections and this clause 12.1(f) shall apply irrespective of whether such inspections are undertaken by NIE Networks under this Agreement, the Contestable Connection Terms and Conditions and/or the applicable Adoption Agreement, and whether they relate to the Contestable Works relevant to one or more Specific Access Agreements;
- (g) NIE Networks is prevented from granting the Access Rights by virtue of a Force Majeure Event,

in each case a **Suspension Event**.

12.2 A suspension of the Access Rights under clause 12.1 shall cease upon NIE Networks giving notice of the same to the ICP and confirming that NIE Networks (acting reasonably) is satisfied that:

- (a) the Suspension Event giving rise to the suspension of the Access Rights has been resolved to its reasonable satisfaction; and
- (b) (where applicable) the ICP has taken all reasonable steps to prevent a further Suspension Event occurring.

12.3 Where a Suspension Event (other than the event set out in clause 12.1(g)) occurs in relation to the relevant Final Contestable Works and NIE Networks has not given notice of cessation in relation to the Suspension Event within 14 days of its occurrence, NIE Networks may (at its sole discretion and subject to the Customer's approval) complete such Final Contestable Works and recover the cost of same from the ICP or the Customer.

12.4 Without prejudice to clause 12.3, where NIE Networks has not given notice to the ICP under clause 12.2 prior to the Access Completion Date specified in the applicable Specific Access Agreement:

- (a) clause 13.3 shall apply and the ICP's Access Rights under the applicable Specific Access Agreement shall terminate on that Access Completion Date; and
- (b) subject to NIE Networks being satisfied that the Suspension Event ceased to apply in relation to the relevant Final Contestable Works and (where applicable) the ICP has taken all reasonable steps to prevent a further Suspension Event occurring, NIE Networks may, as soon as reasonably practicable and always subject to the terms of this Agreement, enter into a new Specific Access Agreement with the ICP in connection with such Final Contestable Works.

13 Termination

13.1 The ICP may terminate this Agreement:

- (a) by 12 weeks' written notice at any time;
- (b) if an Insolvency Event occurs in respect of NIE Networks; or
- (c) if NIE Networks ceases to hold a Licence.

13.2 NIE Networks may terminate this Agreement if:

- (a) the ICP ceases to be Accredited;
- (b) the ICP is in material breach of any of its obligations under this Agreement and if such breach is capable of being remedied, the ICP fails to remedy it within 20 days of receiving notice from NIE Networks requiring it to do so;
- (c) it becomes unlawful for the ICP to perform all or any of its obligations under this Agreement.

13.3 Any relevant Specific Access Agreement shall terminate automatically on the applicable Access Completion Date, irrespective of whether the relevant Final Contestable Works have been completed or not.

14 Effect of Termination

14.1 On termination of this Agreement by either Party in accordance with clause 13, all Specific Access Agreement procured by the relevant ICP shall automatically expire.

14.2 Termination of any Specific Access Agreement shall not result in an automatic termination of this Agreement or any other Specific Access Agreement.

14.3 Upon expiry or termination of this Agreement the ICP agrees that it shall:

- (a) return, delete or destroy any Confidential Information provided to it by NIE Networks; and
- (b) immediately cease to perform any Final Contestable Works save that, unless ordered not to do so by NIE Networks in writing, it shall do everything necessary to secure such Final Contestable Works in accordance with Good Industry Practice.

14.4 Upon expiry or termination of any Special Access Agreement, the ICP agrees that it shall return any NIE Networks Equipment and any substation keys to NIE Networks in accordance with clause 9.2(l).

14.5 The termination or expiry of this Agreement shall not affect:

- (a) the rights or liabilities of either Party accrued prior to and including the date of termination or expiry; and
- (b) the continued existence and validity of the rights and liabilities of the Parties under those clauses which are intended expressly or by implication to survive termination or expiry. In particular the provisions of clauses 1, 2, 7, 9, 10, 14, 16 to 23 (inclusive), 25, 26, 28 to 30 (inclusive) and any other provisions of this Agreement necessary for its interpretation or enforcement shall survive termination.

15 Force Majeure

15.1 If NIE Networks is unable to carry out any of its obligations under any Specific Access Agreement due to a Force Majeure Event, the terms of this Agreement and any Specific Access Agreement shall remain in effect but save as otherwise provided in this Agreement, NIE Networks' obligations shall be suspended without liability for a period equal to the duration of the Force Majeure Event provided that:

- (a) such suspension is of no greater scope and longer duration than is required by the Force Majeure Event;
 - (b) no obligations of either Party that arose before the Force Majeure Event are excused as a result of the Force Majeure Event; and
 - (c) as soon as reasonably practicable after the occurrence of the Force Majeure Event, the Parties consult with each other as how best to give effect to their obligations under this Agreement and any relevant Specific Access Agreement insofar as is reasonably practicable during the period of the Force Majeure Event.
- 15.2 If the Force Majeure Event prevents, hinders or delays NIE Networks' performance of its obligations under any Specific Access Agreement, clauses 12.1(g)) and 12.4 shall apply.

16 Insurance

- 16.1 The ICP shall maintain in effect for the duration of this Agreement and thereafter until the expiry of the period of three years immediately following the expiry or termination of this Agreement (or any Specific Access Agreement, if occurring later) the following policies with a reputable insurer:
- (a) employer's liability insurance of not less than £5million for each and every incident or a series of related incidents;
 - (b) public liability insurance of not less than £5 million for each and every incident or a series of related incidents; and
 - (c) all other insurance typically held by ICPs carrying out this type of work.
- 16.2 The ICP shall on or before the Commencement Date (and thereafter on NIE Networks' reasonable request) provide NIE Networks with evidence of its compliance with this clause 16.

17 Indemnity

- 17.1 NIE Networks accepts no responsibility or liability whatsoever for any Final Contestable Works carried out by the ICP on the NIE Networks Distribution System, including any Third Party claims resulting from such Final Contestable Works. NIE Networks accepts no responsibility or liability whatsoever for matters arising from or associated with accidents, incidents or dangerous occurrences arising by reason of or in connection with any act or omission on the part of the ICP (whether as a result of the ICP's negligence or otherwise) under or in connection with this Agreement.
- 17.2 NIE Networks shall be relying upon the ICP's skill, care, expertise and experience, and the accuracy of all statements made and any advice given by the ICP in connection with this Agreement and the exercise by the ICP of any rights under this Agreement or a Specific Access Agreement. Subject to clause 18.1, the ICP shall indemnify NIE Networks against all loss, damage, costs, legal costs and professional and other expenses of any nature whatsoever incurred or suffered by NIE Networks or by a Third Party whether direct or indirect (including any economic loss or other loss of turnover, profits, business or goodwill) as a result of such reliance.
- 17.3 The ICP accepts liability for death, personal injury or damage to property arising by reason of or in connection with any act or omission on the part of the ICP (whether arising as a result of the ICP's negligence or otherwise) under or in connection with this Agreement or a Specific

Access Agreement. Subject to clause 18.1, the ICP shall indemnify NIE Networks against any and all liabilities, losses, damages, costs and expenses of whatsoever nature incurred or suffered by NIE Networks or by any Third Party whether arising from any disputes, contractual, tortious or other claims or proceedings which seek to recover loss incurred by reason of any such death, personal injury or damage to property.

- 17.4 The ICP shall indemnify NIE Networks on demand against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the ICP to comply with the terms of this Agreement or a Specific Access Agreement including, for the avoidance of doubt, any loss due to any penalties levied by the Competent Authority in respect of the performance of the NIE Networks Distribution System as a direct or indirect result of any act or omission on the part of the ICP (whether arising as a result of the ICP's negligence or otherwise) under or in connection with this Agreement or a Specific Access Agreement.
- 17.5 Subject to clause 18.1, the ICP shall indemnify NIE Networks on demand against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any claim by any personnel (including without limitation any employee, agent or Subcontractor) who were employed or engaged in executing any Final Contestable Works bringing a claim against NIE Networks 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 or a Specific Access Agreement and/or arising on or as a result of the termination, suspension or expiry of the Agreement or a Specific Access Agreement (howsoever caused).

18 Limitation of Liability

- 18.1 Subject to clause 18.4 and 18.5, the liability of the ICP in respect of the indemnities given in clause 17 shall not exceed the sum of £5,000,000 per incident or a series of related incidents.
- 18.2 Subject to clauses 18.4 and 18.5, the ICP's liability to NIE Networks under this Agreement shall be limited to the amount set out in the table below per incident or a series of related incidents.

Connection Voltage	Amount
Low Voltage	£5,000,000 (five million pounds)

- 18.3 NIE Networks shall have no liability to the ICP other than such liabilities which it is prevented from excluding by law. Subject to clauses 18.4 and 18.5, in respect of those liabilities which NIE Networks is prevented by law from excluding, NIE Networks' liability to the ICP shall be limited to 100% of the charges paid to NIE Networks under this Agreement per incident or a series of related incidents.
- 18.4 Subject to clause 17.2, no Party shall be liable to the other for any of the following losses or damages arising out of, or in connection with this Agreement:
- (a) any loss of actual or anticipated profits, loss of revenue, loss of use, loss of contract or loss of goodwill;
 - (b) any indirect or consequential losses;
 - (c) loss of business opportunity or anticipated savings; or

- (d) injury to reputation,

provided that the following categories of losses shall not be treated as any losses described in clauses 18.4(a) to (d) (inclusive) and shall be recoverable under this Agreement:

- (e) any costs, losses and liabilities (including fees and disbursements) arising as a result of any damage to NIE Networks' or any Third Party's property;
- (f) all amounts that NIE Networks has a contractual, statutory or Licence obligation to pay to consumers (or for the benefit of consumers) in the event or as a result of any failure in the supply of electricity caused directly or indirectly by the ICP; and
- (g) all amounts payable by NIE Networks under any arrangement (whether contractual or otherwise) between NIE Networks and the TSO,

in each case arising by reason of or in connection with any act or omission on the part of the ICP (whether arising as a result of the ICP's negligence or otherwise) under or in connection with this Agreement.

18.5 Nothing in this Agreement shall exclude or limit the liability of either Party for:

- (a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or Subcontractors;
- (b) fraud or fraudulent misrepresentation; and
- (c) any other liability which cannot be limited or excluded by any Applicable Law.

19 Intellectual Property

Insofar as Intellectual Property Rights exist in respect of anything used for the purposes of or in connection with this Agreement and any Final Contestable Works, and such Intellectual Property Rights are vested in the ICP, a Customer or a Third Party, the ICP grants (or, where relevant, shall procure the grant of) to NIE Networks a royalty-free, non-exclusive and irrevocable licence to use, reproduce, modify, adapt and translate any such Intellectual Property Rights.

20 Dispute Resolution

Where either Party wishes to raise a dispute in respect of this Agreement or a Specific Access Agreement, the Parties shall comply with the escalation procedure set out in clause 12 of the General Terms for Connection Works.

21 Anti-Bribery

The provisions of clause 13 of the General Terms for Connection Works regarding compliance with all applicable anti bribery and anti-corruption legislation shall apply to the ICP and be incorporated into this Agreement.

22 Notices

Any notice, demand, certificate or other communication required to be given or sent under the terms of this Agreement shall be sent in accordance with clause 15 of the General Terms for Connection Works.

23 Waiver

The provisions of clause 19 of the General Terms for Connection Works shall be incorporated in this Agreement.

24 Variation

Where the ICP wishes to vary the terms as set out in this Agreement or a Specific Access Agreement, no variation shall be effective unless made in writing and signed by both the ICP and NIE Networks.

25 Severance

25.1 If any provision of this Agreement is held to be invalid or unenforceable by any judicial or other competent authority all other provisions of this Agreement will remain in full force and effect and will not in any way be impaired.

25.2 If any provision of this Agreement is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

26 Entire Agreement

Subject to clauses 1.1 and 1.5, this Agreement and any Specific Access Agreement constitute the entire agreement between the Parties relating to the subject matter of this Agreement and supersede any previous agreement or arrangements between the Parties in respect of the subject matter of this Agreement.

27 Assignment

27.1 The ICP shall not be permitted to assign, novate or otherwise transfer this Agreement and/or any Specific Access Agreement without the express written consent of NIE Networks.

27.2 The ICP may assign, novate or otherwise transfer any Specific Access Agreement where the relevant Terms Letter and the Adoption Agreement are both assigned, novated or otherwise transferred in accordance with clause 20 of the General Terms for Connections Works and clause 8 of the Adoption Agreement, respectively.

27.3 This Agreement shall be binding on, and enure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that party's personal representatives, successors and permitted assigns.

28 Rights of Third Parties

A person who is not a party to this Agreement has no right, and is not intended by the ICP or NIE Networks to have any right to enforce any term of this Agreement.

29 Counterparts

This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall constitute an original but all the counterparts shall together constitute one and the same agreement. This Agreement shall not take effect until it has been executed by all the Parties.

30 Governing Law

- 30.1 This Agreement shall be governed by and constructed in accordance with the laws of Northern Ireland.
- 30.2 The Parties irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

Signed by the Parties or their duly authorised representatives on the date of this Agreement.

Schedule 1

Definitions

Access Rights has the meaning given to it in clause 4.1 of this Agreement

Access Completion Date: means the date and time on which Access Rights permitted under a Specific Access Agreement shall cease as detailed in that agreement

Access Start Date: means the date and time for a Specific Access Agreement to start as detailed in that agreement

Apparatus Operational Restriction (AOR) means a written instruction issued by NIE Networks modifying or prohibiting the normal operating procedures associated with a particular type of plant or apparatus

Authorised means approved by the ICP (or a Subcontractor, as the case may be) to carry out the Contestable Works, including the Final Contestable Connection Works

Commencement Date means the date of this Agreement

Connection Voltage means the nominal voltage at the Connection Point, as stated in Specific Access Agreement

Contestable Connection Terms and Conditions means the terms that apply from time to time (in addition to General Terms for Connections Works and an Adoption Agreement) where a Customer or an Independent Connection Provider is to undertake the Contestable Connection Works

Defect means any Minor Defect or any Major Defect

Equipment Use Procedure means the procedure for the use of NIE Networks Equipment by the ICP as set out on the ICP Portal from time to time

Final Contestable Works means the Low Voltage overhead line and underground cable connection works required to connect the Contestable Assets to the NIE Networks Distribution System so as to energise the Contestable Assets

Force Majeure Event means any event or circumstance, or series of events or circumstances beyond the reasonable control of NIE Networks which could not have been avoided through the use of Good Industry Practice and which has resulted in NIE Networks being unable to perform any or all of its obligations under this Agreement and/or any Specific Access Agreement, including war, public demonstration or other civil commotion, acts of terrorism, criminal damage, any effect of the natural elements, including unusually heavy or prolonged rain or accumulation of snow or ice, strikes and other labour disputes, the mechanical or electrical breakdown or failure of plant and/or apparatus owned or operated by NIE Networks, which has been operated in accordance with Good Industry Practice, a delay by a supplier in the production or delivery of plant, materials or other components, or an electrical System Emergency

General Terms for Connections Works means the terms and conditions of that name issued from time to time by NIE Networks in connection with a Terms Letter and an Adoption Agreement

ICP Safety Management System means the system of processes, policies, rules and procedures used by the ICP and any Subcontractor (including the applicable ICP Safety Rules), relating to the management of safety risk and compliance with health and safety legislation

ICP Safety Rules means the ICP's (and any Subcontractor's) electrical safety rules applicable for work on NIE Networks Distribution system as published on the ICP's website from time to time and forming part of the ICP Safety Management System

Inspection Policy means the policy 27/001 v2 for inspection of Contestable Works available on the ICP Portal, as amended by NIE Networks from time to time

Low Voltage means voltage not exceeding 1000 volts

NIE Networks Customer Helpline means the NIE Networks Customer Helpline contact phone number (03457 643 643, as amended from time to time) available 24/7 for the purpose of reporting dangerous occurrences or hazards related to the NIE Network Distribution System

NIE Networks Equipment means any equipment provided by NIE Networks to the ICP, to be used by the ICP exclusively in respect to the Final Contestable Works, including keys for NIE Networks sites and all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided in connection with the same

NIE Networks Policies means NIE Networks' policies applicable to the Final Contestable Works as notified to the ICP by NIE Networks from time to time through publication on the ICP Portal or otherwise

NIE Networks Requirements means NIE Networks' requirements for Independent Connection Providers as set out on the ICP Portal

NIE Networks Safety Management System means the system of processes, policies, rules and procedures used by NIE Networks (including the applicable NIE Networks Safety Rules), relating to the management of safety risk and compliance with health and safety legislation

NIE Networks Safety Rules means NIE Networks' Safety Rules forming part of NIE Networks Safety Management System

Non-Conformance has the meaning given in the Inspection Policy

Safety Critical Information (SCI) means communication to employees regarding instances where an incident has occurred or increased likelihood of an incident occurring has been identified

Specific Access Agreement means a form of agreement setting out details of the Access Rights granted by NIE Networks to the ICP in respect of the relevant Final Contestable Works in the form set out in Schedule 2 (Specific Access Agreement) to this Agreement, to be entered into by the Parties in accordance with clause 4

Subcontractor means a party who is appointed by the ICP to carry out all or part of the Contestable Works in accordance with clause 19 of the Contestable Connection Terms and Conditions and who is Authorised and holds the appropriate Accreditation to carry out Final Contestable Works

System means items of plant and apparatus which are used separately or in combination in any process associated with the generation, transmission or distribution of electricity

System Emergency means an event on the NIE Networks Distribution System which requires NIE Networks (after being requested to do so and/or acting in accordance with Good Industry Practice) to divert resources (whether economic, technical, personnel or otherwise) for the duration of that event in order to allow NIE Networks or another distributor (as the case may be) to deal with or respond to that event in accordance with Good Industry Practice

Third Party means any party that is not NIE Networks or the ICP

Schedule 2

Specific Access Agreement

ICP LV Network Specific Access Agreement



This is not a safety document

NIE Networks Network Access Manager	-
District	

Section 1 – Job Details

Location Details	
NIE Networks JMS number	
Site Address	
Circuit Breaker	
Distribution Substation / Tx designation	
NIE Networks Plant / Apparatus designation	


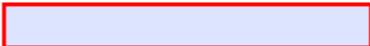
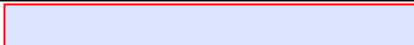
Work Details	
Nominated ICP Name	
ICP Contact name & details	
Work to be done	
Justification for live work	
Cable ID / VODCA / keys required	<input type="radio"/> YES <input checked="" type="radio"/> NO
Please details requirements	
Map or Drawing Reference	
Duration of Live working period*	Access Start Date: <input type="text"/> Time: <input type="text"/> Access Completion Date: <input type="text"/> Time: <input type="text"/>





*Date to be a minimum of 3 weeks from form submission

ICP LV Network Specific Access Agreement



Section 2 – Declaration

ICP Declaration	
I confirm that:	
<ul style="list-style-type: none">• a Framework Network Access Agreement and Adoption Agreement have been signed for the above works.	<input type="checkbox"/>
<ul style="list-style-type: none">• all items under 6.1 of the Framework Network Access Agreement have been complied with.	<input type="checkbox"/>
<ul style="list-style-type: none">• no work shall be undertaken outside the boundary of this application.	<input type="checkbox"/>
<ul style="list-style-type: none">• the date of this agreement shall be the date on which it is signed below on behalf of NIE Networks.	<input type="checkbox"/>
Signed: 	on behalf of 
Print Name: 	

NIE Networks Declaration	
Network Access Request Consent:	
<ul style="list-style-type: none">• The section of LV network detailed in section 1 is available to work on.• The above named ICP is granted access to the network in order to undertake the final connection on the dates detailed in section 1.	
Signed: 	Date: 
Print Name: 	Designation: 

Signed by [insert name of signatory])
duly authorised for and on behalf of)
Northern Ireland Electricity Networks
Limited

Signed by [insert name of signatory])
duly authorised for and on behalf of)
[Name of ICP])