

Terms & Conditions

Civil Works

This offer has been prepared on the visual inspection of the proposed route. We draw your attention to the fact our offer is based on the relevant local authorities granting permissions for undertaking the stated route and is subject to inspection of existing utility drawings within the vicinity.

Unless specifically identified above we have visually inspected the entire "off-site" route and the price offered is fixed for excavation and re-instatement in the surface material apparent at the time of inspection. Should we subsequently discover concrete beneath asphalt / bituminous type wearing surfaces, concrete surfaces of greater than normal (150mm) thickness, or reinforced concrete and a direct route through the aforementioned surfaces is required, we shall seek to be reimbursed for all additional net costs. However should the above situation arise we shall deviate from the route where practical and in the event the total aggregate route length as described in our offer increases by less than 2% due to such deviations to avoid such unforeseen conditions, all additional costs will be borne by Harlaxton Engineering Services Ltd.

We have included for traffic management in accordance with NRSWA Code of Practice, Safety at Street Works and Road Works, and reinstatement in accordance with HAUC specification SROH, issued under NRSWA. Where local authorities determine through their local policies that they require, additional trench width reinstatement, road closures, diversions or out of hours working, such restraints would afford additional costs & time borne by others.

In accordance with the current Harlaxton Engineering Services Ltd cable laying requirements, our offer includes for a ducted trench providing coverage from the top of the cable / duct of:

	Surface Type		
	Footpath / Verge	Carriageway	Agricultural land
HV Cables	600mm	750mm	1000mm
LV Cables	450mm	750mm	1000mm
Cable Warning Tape	240mm below surface	100mm above duct	650mm below surface

Any obstructions such as hard rock, concrete, or building foundations etc or where a deeper depth is required will constitute a variation to contract and an extra charge will be claimed, along with any additional time required.

We have included for normal pumping for inclement weather only. The need to have permanent de-watering plant on site is excluded. We have not included for excavating or disposal of contaminated ground.

Project Establishment, Access & Egress

Our offer has been based on the Principal contractor for the site providing all welfare facilities for the on and off site works.

Our offer is based on an area being allocated on site suitable for secure storage. Once the goods have been delivered to site all site insurance and security become the responsibility of the main client.

Our offer has allowed for the delivery, and off loading of plant, with the use of a HIAB type vehicle, which must have sufficient and unimpeded access to immediately adjacent the substation site during scheduled delivery periods.

Off loading is assumed to be on hard standing adjacent to the works

Legal Obligations

There will be certain aspects relating to the works that can be only carried out by the Client which ever organisation undertakes the project, these would need to be in place prior to energisation of the network such as:-

- Wayleaves
- Easements
- Lease arrangements
- Connection Agreement
- Securing of supply capacity
- Appointment of Energy Supplier
- Appointment of Meter Operator
- Any other document specific to Harlaxton Engineering Services Ltd

Should we be successful in being awarded this project along with management of the non-contestable works we would be happy to provide the necessary support and guidance in ensuring the above legal requirements are complied with.

We will need to obtain legal consents and/or conveyances or transfers of land from appropriate parties for the installation of plant, cables and equipment. We will require you to provide such assistance as we may reasonably request and we expect you to pay all the reasonable legal costs in obtaining such consent and/or conveyances or transfers from third parties and/or land agents.

A fee may be paid in consideration for the grant of cable easements and/or Wayleaves for the grant of the freehold interest in such land.

We shall not be obliged to commence the works until completion of the conveyance, or transfer to Distribution Network Operator of the legal title to the land together with all the necessary consents, easements and Wayleaves required for us to carry out the works. If the terms and conditions or scope of the works are varied as a result of the necessary conveyances or transfers not being obtained within a reasonable time then the price will be amended to reflect any alterations required.

Scheduling & Programs

We have allowed for the works to be carried out in normal daytime working between the hours of 08:00 – 16:30 Monday & Friday only excluding Bank Holidays.

The anticipated minimum build period, ready for final connection subject to any non contestable works required and the following is expected to be:

- Successful contract agreement / initial payment.
- Legal consent where required.
- Payment of non-contestable charges to Harlaxton Engineering Services Ltd.
- The Design being approved by the Distribution Network Operator
- Suitable site access.

The offer is made with the assumption that the works will be awarded in line with our offer and with continuous working, with the transgression from each of the stages as detailed below.

We reserve the right to amend our offer if you subsequently decide to let the works in a piecemeal fashion, or differently from the stages detailed below:

WORKS	Works to be fully completed within
As detailed in the scope herein.	Completed within X Months from the date of order (TBA)

Health, Safety and Environment

The proposal includes for full project management of the works, including all on site testing and commissioning.

Furthermore our offer allows for compliance with the requirements of the CDM regulations in the role of Sub-Contractor on/off site. Although all general health and safety issues, including design, have been considered in our offer, at present we have not received the pre tender health and safety plan document and reserve the right to adjust our offer accordingly.

We have included for the removal of normal waste only, the removal of any contaminated or special waste is excluded from our offer.

Conditions of Offer

TERMS AND CONDITIONS OF CONTRACT FOR NEW CONNECTIONS

The Terms and Conditions of Contract applicable to the Works shall be the Model Form of General Conditions of Contract MF/1 (rev 4)/2000 as amended by Harlaxton Engineering Services Ltd. Published by the Institution of Electrical Engineers

The Appendix to the General Conditions shall be completed as follows:

Prime cost item	Sub-Clause 5.5 Percentage to be added	5%
Delay in completion	Sub-Clause 34.1 Percentage of Contract Value to be paid Or deducted for each week of delay	0.5%
	Maximum percentage of Contract Value which payments or deductions shall not exceed	7.5%
Prolonged delay	Sub-Clause 34.2 Maximum loss recoverable by the Purchaser	50% of contract price
Allowance for profit on claims	Sub-Clause 41.2 Percentage to be added	5%
Limitation of Contractor's Liability	Sub-Clause 44.3 Limit of liability	50% of contract price
Person to appoint Arbitrator	Sub-Clause 52.1 The President of the Institution of Electrical Engineers	

Special Conditions

The Purchaser is the person or body to whom the Offer has been addressed.

Line 3 - Add in after “obstructions” and before “are found” the following words “such as, but not limited to, antiquities and the like”.

Sub-clause 8.1 & 8.2 (performance bond or guarantee) of the general conditions shall not apply.

The Purchaser’s address shall be the Purchaser’s registered office.

The Contractor’s address shall be the address indicated on the Offer.

Delete “30 days” and insert “14 days”.

The Contractor shall affect third party insurance for a minimum amount of £5,000,000 for any one claim or series of claims arising from the same incident.

Additional Special Condition

Exclusion of third party rights

Pursuant to section 1 (2) of the Contracts (Right of Third Parties) Act 1999 (the “Act”), the parties intend that no terms of the Contract may be enforced by a Third Party (as the term “Third Party” is defined in the Act).

Special Conditions of Offer

Notwithstanding anything contained in this contract to the contrary, the total aggregate liability of Harlaxton Engineering Services Ltd to you the customer shall not exceed the contract value except (a) in the case of personal injury or death caused by the negligence of Harlaxton Engineering Services Ltd where the liability is unlimited and (b) in the event of damage to property for which you the customer are legally liable where the liability of us shall not exceed five million pounds (£5,000,000)

Notwithstanding anything contained in this contract to the contrary, we shall not be liable for any special, indirect or consequential damages or losses such as, but not limited to, loss of revenue, loss of use, loss of profit, loss of contracts, loss of power, costs of capital, cost connected with the interruption of supply or costs of replacement power suffered by you the customer or its representatives, and the like.

Delay in completion, the rate of liquidated and ascertained damages applicable to this contract shall not exceed the sum calculated at the rate of 0.5% of our contract value per week of delay caused by the failure of Harlaxton Engineering Services Ltd as aforesaid up to a maximum value not exceeding 7.5% of the contract value.

For the avoidance of doubt any terrorist attacks or the like will constitute a force majeure event under the contract.

Any changes to, but not limited to, statute, international standards etc resulting after the submission of this offer will be deemed a variation to contract.

Under the clauses of the DNO specified adoption agreement being entered into by ourselves on your behalf, we would hereby confirm that the title of the works being undertaken will be passed to the DNO under such an adoption agreement.

Title prior to this adoption will be in accordance with the terms and conditions of the contact between us.

When cables are installed we will conduct cable sheath and continuity tests and provide test results sheets and be handed to and signed by client, any subsequent damage to cables sheaths or conductors will be considered out of our control and additional to our scope of supply, retests for cable damage is considered additional and will charged extra

Project Resources & Organisation

The allocation of Project Staff and services where applicable as listed below:

Project Management Team as required comprising of the following principal elements:

- Project Manager.
- Electrical Design Engineer.
- Civil Design Engineer (liaison only).
- Draughtsmen.
- QA and H&S support.

On-Site Management comprising:

- Site Manager/SAP.
- Electrical Works Supervisor(s).

Safety Services comprising:

- Sub-Contractor Site Safety Plan.
- Site safety supervision.

Commissioning Services comprising:

- Commissioning Engineer(s).
- Test procedures.
- Test equipment.

Project Records comprising:

- As-built drawings.
- Marked-up existing drawings.
- Health & Safety file.
- Operation & Maintenance manual.
- Test records

Glossary of Terms

ASC (Authorised Supply Capacity)

Means the agreed maximum capacity measured in kilo volt-amperes you are allowed to take from the Distribution System through the nominated Point Of Connection

Contestable Works

Work that can be undertaken by an approved contractor such as Harlaxton Engineering Services Ltd

DNO

Means the local Distribution Network Operator

DNO Asset Diversion Charges

This charge may be applicable if diversions of any plant or apparatus owned by the incumbent DNO are deemed necessary to make way for your development. This charge is applicable regardless of whoever undertakes the contestable elements of the work. Asset diversions are non-contestable and can only be undertaken by the DNO. The charge will be the same for all third parties.

DNO Design Approval & Inspection Charge

This charge is applicable, regardless of whoever undertakes the work. The charge is for inspection and monitoring of the sub-contract works at the construction phase of the project.

DNO Legal Consents Charge

This charge is applicable where plant and apparatus are installed within privately owned land, such as a cable that crosses land owned by a third party. It is a charge for the time spent by the DNO Estates Officer and legal representatives in liaising with Landowners and obtaining the necessary consents.

Easement / Wayleave

An Easement is a perpetual right negotiated by and granted to the DNO to install and maintain that equipment under or over private land normally without restriction. A Wayleave is for limited duration.

DNO Upstream Reinforcement Charges

This charge may be applicable if reinforcement becomes necessary to the DNO system. The reinforcement of the system may be necessary to facilitate the connection of your development. This charge is applicable regardless of whoever undertakes the contestable elements of the work. The charge will be the same for all third parties.

Non-Contestable Works Work that can only be carried out by the DNO (Distribution Network Operator)

Point Of Connection

This is the designated point of connection to the existing distribution system from which the new network shall be extended.

The charge associated with this is levied regardless of whoever undertakes the work to extend the DNO system. It is provided by the DNO and is a charge for assessment of the distribution network, based upon the electrical demand requirements for your development. The charge will be the same for all third parties.