

Schedule 4

Attachments and Advertising

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1 Definitions

In each part of this Schedule 4 the following expressions (in addition to those specified in Schedule 1 (Definitions, Interpretation and Construction)) shall, save where the context or the express provisions of this Contract otherwise requires or admits, have the following meanings:

Banners means vertical hanging decorative, informative or festive banners

Catalogue of Low Value Changes or Catalogue shall have the meaning given to it in the Change Protocol

Catalogue Change shall have the meaning given to it in the Change Protocol

Festive Lighting has the meaning given in the Output Specification

Hanging Baskets means a decorative hanging basket weighing not more than twenty (20) kilograms

Relevant Apparatus means all Apparatus specified in Appendix 1 to this Schedule 4

Scheduled Installation Date shall have the meaning given to it in paragraph 7.2(b) of this Schedule 4

2 Attachments and Advertising

Terms of the Apparatus Licence

2.1 As a term of the Apparatus Licences, the Service Provider shall permit:

- (a) the Authority and any Authority Party to attach or remove Authority Attachments and Advertising;
- (b) Third Party Authorities, their subcontractors and agents to attach or remove Third Party Attachments; and
- (c) third parties, their sub-contractors and agents to attach or remove other illuminated or non-illuminated attachments with the consent of the Authority,

from any of the Apparatus at any time during the Service Period.

Festive Lighting and Hanging Baskets¹

2.2 In addition to the rights under paragraph 2.1, as a term of the Apparatus Licences, the Authority shall permit the Service Provider to attach to the Relevant Apparatus:

- (a) Festive Lighting;
- (b) two (2) Hanging Baskets of equal weight;
- (c) Banners.

Service Provider Obligations

2.3 The Service Provider shall ensure that:

- (a) the Relevant Apparatus are each capable of safely and satisfactorily carrying Advertising, Festive Lighting, two (2) Hanging Baskets of equal weight, Authority Advertising and Banners (as the case may be); and
- (b) any Advertising, Festive Lighting, Hanging Baskets, Authority Advertising and Banners attached by the Service Provider are suitable and satisfactory for use on the Relevant Apparatus; and
- (c) any Festive Lighting complies with any specification which has been agreed between the parties acting reasonably.

Replacement of Sockets

2.4 The Service Provider shall, at its own cost, ensure that all Relevant Apparatus are fitted with sockets, time switches and two gang isolators which comply with the Output Specification. The Service Provider shall replace and maintain such sockets, time switches and two (2) gang isolators at its own expense.

2.5 The Authority shall give the Service Provider not less than twenty (20) Business Days notice of the dates by which the Festive Lighting shall be installed and the dates on which the Festive Lighting shall be removed. The Service Provider shall ensure that the Festive Lighting is installed and/or removed by the specified dates.

3 Authority Attachments²

3.1 The Service Provider shall be responsible for all Existing Attachments and any Attachments included as part of the Service pursuant to Schedule 15 (Accrual and De-Accrual of Apparatus)and/or the Change Protocol.

¹ Authority to consider on a project specific basis whether further provisions dealing with Festive Lighting is required.

² This procedure should be checked on a project specific basis to ensure that the process and timings are comparable with the Review Procedure set out in Schedule 7.

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- 3.2 Any instruction of the Authority requiring the Service Provider to install additional Authority Attachments shall be deemed to be a Catalogue Change and shall be priced in accordance with the Catalogue of Small Works and Services.
- 3.3 To the extent that the Service Provider attaches any Authority Attachments the Service Provider shall, (in accordance with clause 18 (Necessary Consents)) use its reasonable endeavours to obtain all Necessary Consents in relation to such Authority Attachments. The Authority shall be responsible for obtaining all Necessary Consents in relation to Authority Attachments attached by the Authority.
- 3.4 Either the Authority (in the case of Authority Attachments attached by the Authority) or the Service Provider (in the case of Authority Attachments attached by the Service Provider) shall ensure that all Authority Attachments:
- (a) comply with all relevant Legislation;
 - (b) comply with any restrictions in the lighting column manufacturers' recommendations regarding the:
 - (i) method of fixing;
 - (ii) maximum size, weight and height of any fixtures to a Lighting Column;
 - (iii) manufacturers' maintenance requirements; and
 - (iv) loading or force placed upon a Lighting Column at any time;
 - (c) are attached and removed in accordance with Good Industry Practice; and
 - (d) except in the case of Advertising, Hanging Baskets, Festive Lighting, Authority Advertising and Banners, the Authority Attachments do not exceed the restrictions set out in [paragraph 5.15] of the Output Specification.
- 3.5 The Authority shall ensure that all Authority Attachments attached by the Authority are maintained in accordance with Good Industry Practice and all relevant Legislation. Subject to Schedule 16 (Change Protocol), the Service Provider is not responsible for Authority Attachments attached by the Authority and shall not suffer any Adjustments of the Unitary Charge if such Authority Attachments are not maintained in accordance with this paragraph 3.5.
- 3.6 The Service Provider shall ensure that all Existing Attachments and all other Authority Attachments attached by the Service Provider are maintained in accordance with [PS2 and PS3] of the Output Specification.

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- 3.7 Except as specifically stated otherwise in this Contract, the Service Provider shall be responsible for procuring and paying for the provision of electricity to any Authority Attachment.
- 3.8 Within ten (10) Business Days (or earlier if practicable) of the Authority attaching an Authority Attachment and/or carrying out any works to an Authority Attachment, the Authority shall notify the Service Provider that such attachment or works has been carried out.
- 3.9 Within thirty (30) Business Days after:
- (a) notification by the Authority pursuant to paragraph 3.8; or
 - (b) becoming aware of the failure of an Authority Attachment to meet the requirements set out in paragraph 3.3 and/or paragraph 3.4 and/or paragraph 3.5,
- the Service Provider may, if the Service Provider believes the Authority Attachment does not comply with the requirements of paragraph 3.3 and/or paragraph 3.4 and/or paragraph 3.5 serve written notice on the Authority to that effect, giving details of the alleged failure.
- 3.10 If the Authority does not rectify the failures or remove such Authority Attachment within ten (10) Business Days following the date of agreement or determination that the Authority Attachment does not comply with the requirements of paragraph 3.3 and/or paragraph 3.4 and/or paragraph 3.5, the Service Provider shall thereafter have the right to remove such Authority Attachment and return it to the Service Provider's depot. The Authority shall pay the Service Provider for the cost of such removal in accordance with the rates set out in the Catalogue of Low Value Changes or Catalogue.
- 3.11 Where the Authority or any Authority Party attaches an Authority Attachment and/or carries out any works which cause damage to the Apparatus, the Service Provider may serve notice on the Authority giving notice of the damage caused to the Apparatus.
- 3.12 Within ten (10) Business Days upon receipt of a notice served pursuant to paragraph 3.11 the Authority shall either:
- (a) carry out remedial works to the Apparatus so that all damage is rectified to at least the standard of the affected Apparatus prior to such damage being caused within a time period to be agreed with the Service Provider; or
 - (b) dispute that the Authority or any Authority Party caused such damage in which case the matter shall be referred to the Dispute Resolution Procedure.
- 3.13 Provided the Authority does not dispute the notice served pursuant to paragraph 3.11, if the Authority has not carried out remedial works to the

standard or within the period agreed pursuant to paragraph 3.12 the Service Provider may carry out such rectification work itself and the Authority shall pay to the Service Provider any reasonable costs incurred by the Service Provider in carrying out such rectification work.

4 Third Party Attachments

- 4.1 If the Service Provider causes damage to any Third Party Attachment, the Service Provider shall indemnify the Authority against such loss or damage. For the avoidance of doubt, the Service Provider shall not indemnify the Authority against any damage caused to any Third Party Attachment by any works to the extent that such works were carried out by the Authority or an Authority Party.
- 4.2 If any works affecting a Third Party Attachment is carried out by the Authority or an Authority Party paragraphs 3.10 to 3.12 (inclusive) shall apply.

5 Other Attachments

Neither the Authority (nor any Authority Party) nor the Service Provider (nor any Service Provider Party) shall be entitled to attach, fix or place any item or thing (including, for the avoidance of doubt, any telecommunications equipment) on any Apparatus other than in accordance with an express provision of this Contract.

6 Advertising

- 6.1 Throughout the Contract Period, the Service Provider (or any person on its behalf) shall not sell advertising space on Apparatus unless agreed by the Authority pursuant to clause 27.4 (Additional Income).
- 6.2 Notwithstanding any other provision of this Contract, the Authority may itself or procure that third parties may attach Advertising to any Apparatus.
- 6.3 The Service Provider shall not be responsible for the repair, or maintenance or any associated energy costs of any Advertising attached by the Authority or any Authority Party to any Apparatus. In the event of any damage being caused to the Apparatus by the fixing or maintenance of any Advertising, paragraphs 3.10 to 3.12 (inclusive) shall apply.

7 Existing Attachments Survey

- 7.1 Notwithstanding any other provision of this Schedule 4, this paragraph 7 shall apply to all Existing Attachments which are to be Replaced and/or re-sited as part of the Service. For the avoidance of doubt, it shall only be the intention of the Authority to replace an Existing Attachment if it is found to be in a poor condition, otherwise it would be the intention to reuse and resite the Existing Attachment.
- 7.2 Not less than forty (40) Business Days and not more than sixty (60) Business Days prior to the Service Provider undertaking any works in any street

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pursuant to any Investment Programme the Service Provider shall survey all Existing Attachments in that street, and:

- (a) provide to the Authority photographs showing all Apparatus which have any Existing Attachments attached to them (and on the photographs identify each Existing Attachment with a number) and identify the location accurately on a scale plan;
- (b) provide to the Authority a to-scale plan showing the position of New Apparatus to be installed pursuant to the relevant Investment Programme and the date on which the installation is scheduled to take place (the **Scheduled Installation Date**);
- (c) notify the Authority of any Existing Attachments which are incapable of reattachment or do not comply with paragraph 3.4;
- (d) notify the Authority of any Existing Attachments which must remain in situ and in respect of which the Service Provider shall, (at its own expense) install a new straight post where necessary; and
- (e) ensure that the Management Information System contains details of the information set out in paragraphs 7.2(a) to 7.2(d) (inclusive).

Notification by Authority

7.3 Not less than fifteen (15) Business Days after the receipt of all relevant information in accordance with paragraph 7.2, the Authority shall notify the Service Provider in writing:

- (a) which Existing Attachments are to be re-sited, indicating in sufficient details on a mark up of the plan provided by the Service Provider, where each Existing Attachment is to be re-sited on the New Apparatus;
- (b) whether any new Attachment is to be attached to the New Apparatus, indicating in sufficient detail on the mark up of the plan provided by the Service Provider, where each new Attachment is to be attached;
- (c) which Existing Attachments are either no longer required or are unauthorised;
- (d) which Existing Attachments must remain in situ, and whether the Service Provider shall install a new straight post on which to attach such Existing Attachments because the Existing Apparatus cannot be reattached to the existing Apparatus.

The Service Provider is not obliged to comply with any instruction of the Authority which puts the Service Provider in breach of this Contract or Legislation. The Service Provider shall provide to the Authority evidence of why it believes such instruction

would put it in breach and, within five (5) Business Days of receipt of such information the Authority shall either issue further instructions or refer the matter to the Dispute Resolution Procedure.

7.4 The Service Provider shall:

- (a) re-site and/or attach each Existing Attachment or new Attachment in the position shown by the Authority's mark-up of the plan provided pursuant to paragraphs 7.3(a) or 7.3(b) (as the case may be) at the time of carrying out the Service. Provided that, in the case of new Attachments, the Authority has supplied the new Attachments to the Service Provider two (2) Business Days before the relevant Scheduled Installation Date (as notified to the Authority in accordance with paragraph 7.2(b));
- (b) remove and dispose of any Existing Attachments notified by the Authority pursuant to paragraph 7.3(c) at the time of carrying out the relevant Removal;
- (c) install a new straight post (at the Service Provider's expense) and attach the Existing Attachments to it as instructed by the Authority pursuant to paragraph 7.3(d).

For avoidance of doubt if a straight post is installed by the Service Provider pursuant to paragraph 7.4(c) then the Authority shall be responsible for maintaining and replacing such post from the date a Certificate of Compliance is issued in respect of such post.

Reimbursement by the Authority

7.5 If the Authority does not give instructions in accordance with paragraph 7.3 in relation to any Existing Attachment then:

- (a) the Service Provider shall not remove the Apparatus to which the Existing Attachment is attached until the Authority notifies the Service Provider of the position in which the Existing Attachment is to be attached (whether to new Apparatus or to a straight post) or the Authority supplies a replacement Attachment; and
- (b) the Authority shall reimburse the Service Provider the reasonable and proper cost of removing the Apparatus referred to in paragraph 7.5(a) to the extent that such cost is in excess of the cost which would have been incurred had the Apparatus been replaced at the time, set out in the Core Investment Programme; and
- (c) any Apparatus which is not Removed by virtue of the Authority not giving a instruction pursuant to paragraph 7.3 shall be deemed to be Removed Apparatus for the purposes of clause 12.7 (Milestones) and paragraph 2.7 of Part 1 of the Payment Mechanism,

unless the reason for the Authority failing to give instructions is that the Service Provider had not complied with paragraph 7.2, in which case the cost of removing and re-siting the Apparatus shall be borne entirely by the Service Provider and such Apparatus shall not be deemed to be Removed for the purposes of clause 12.7 (Milestones) and paragraph 2.7 of Part 1 of the Payment Mechanism.

7.6 If the Authority fails to provide instructions within the time limits set out in paragraph 7.3 but does give instructions before the relevant removal or installation takes place, the Service Provider shall act reasonably in accepting and effecting those instructions.

7.7 Where the Authority fails to provide a new Attachment in accordance with the time period set out in paragraph 7.4(a) the Service Provider shall attach the Existing Attachment at its own cost.

7.8 The Service Provider shall undertake its obligations under this paragraph 7 at no additional payment from the Authority, except to the extent that this paragraph 7 expressly states otherwise.

8 Removal of Illegal Signs

The Service Provider shall within two (2) Business Days after it has become aware that signs have been attached illegally to any Apparatus remove such signs from such Apparatus and return them to the Service Provider's depot.

Appendix 1

Relevant Apparatus