

Dear Sir

Proposal to Change the National Terms of Connection

The UK Lighting Board was set up in 2001 to support the UK Road Liaison Group by providing national advice on street lighting matters. It brings together a broad cross-section of representatives from national Governments and Local Authorities throughout the UK together with Trunk Road Agencies and various experts in the lighting field. As well as producing the National Code of Practice, 'Well Lit Highways', the Board has been instrumental in developing guidelines for street lighting inventories, risk management procedures and performance indicators.

The Board was very pleased to be given the opportunity to comment on the proposal to change the National Terms of Connection and would offer the following comments.

The UKLB believes that the new national Terms and Conditions should be based on best practice as it currently stands and draw on as wide a range of examples as possible. The Board has an interest in both metered and unmetered supply, but has focused comments on section 4, anticipating others to focus on other sections.

Those areas where the UKLB would wish to comment are as follows:-

In Section 4, items 3.3 and 3.4 after the words 'where it is not appropriate', the words '(in accordance with The Electricity (Unmetered Supply) Regulations 2001, or their current equivalent)' should be inserted. This emphasises what may or may not be properly considered to be 'appropriate'.

In Section 4, item 7.3.1 the words 'due by the anniversary date of this agreement' should be deleted. That is because for any unmetered inventory there will be a huge number of individual connection agreements.

In Section 4, item 7.3.2 the words 'due by the earliest day date closest to the day date of this agreement' should be deleted. Again that is because for any unmetered inventory there will be a huge number of individual connection agreements.

In Section 4, item 7.8.1 two working days notice of intent to audit the customers' installation is felt to be unreasonable and unnecessary. It is clearly in the parties best interests for the audit findings to be accurate and unless sufficient time is allowed to prepare and facilitate, this is unlikely to be the outcome. A more reasonable period should be allowed in order for the customer to facilitate the auditor's activity and ten to fifteen days would be more reasonable.

In Section 4, item 7.8.2 the words 'irregularities or material discrepancies' need to be amplified and quantified. This is because local authorities have experienced items such as minor spelling errors in street names and the like being cited as substantive inventory errors, which we do not believe to be the intent. The agreement should also provide for customers being able to recover costs when refuting inaccurate audit findings, so that the party ultimately found to be 'at fault' then bears the cost. This is because local authorities have experience of audits being performed by inexperienced staff, making allegation of errors which ultimately are shown to be unfounded. The UKLB would wish both sides to take due responsibility for accuracy in the auditing process.

In Section 4, item 10.4 the words 'in writing' should be removed.

In Section 4, item 16.2 and sub clauses the sum of (£1,000,000) should be changed to £4,000,000 for each and every incident. That is because many authorities will have standing orders requiring indemnity at that level and the lower figure is no longer a suitable limit.

In Section 4, item 18.1 should be revised to read ... "within 30 days of receipt of invoice". That is because making payment within 14 days of an invoice being raised is not industry standard practice.

For the future, it is likely that increasing numbers of authorities will be looking to benefit by installing Central Management Systems, and Ofgem have not ruled out the prospect of advanced CMS being used as a system of metering. If this materialises then an unmetered connection may ultimately become metered (by CMS) and flexibility should be provided within the suite of agreements to facilitate this.

I would close by thanking you for the opportunity to comment on the proposed changes and hope that you find them both positive and constructive.

Yours faithfully



Dave Johnson
On behalf of the UK Lighting Board