

GB-Shrewsbury: Street 3MC 002 – Street Works Permit System

GB-Shrewsbury: Street 3MC 002 - Works Permit System

Competitive Contract Notice

1. Title: GB-Shrewsbury: Street 3MC 002 - Works Permit System

2. Awarding Authority:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk

Contact: Procurement, Attn: [REDACTED]

3. Contract Type: Supplies

Sub Type: PURCHASE

4. Description: Miscellaneous software package and computer systems. Applicants are invited to tender for the supply, implementation and hosting of an Integrated, fully compliant, Street Works EToN System for Shropshire Council for a period of 3 years commencing on the 1 June 2015 or on a later date if this is not achievable.

The Street Works permit system must be fully compliant with the latest EToN technical specification and be updated in line with any changes made by Department for Transport (“DfT”) or Highways And Utilities Committee (“HAUC”).

The system shall be hosted by the software provider on a secure server within the EEA that can be accessed via a web browser or similar from anywhere by the Authority. Both a test system and a live system are required.

5. CPV Codes:

48900000 - Miscellaneous software package and computer systems.

6. NUTS Codes :

UKG22 - Shropshire CC

7. Main Site or Location of Works, Main Place of Delivery or Main Place of Performance: Shropshire CC,

8. Reference Attributed by the Awarding Authority:

9. Estimated Value of Requirement: Category I: 50K to 100K

Currency: GBP

10. Deadline for Expression of Interest: 01/05/2015 12:00:00

11. Address to which they must be sent:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Tel. +44 1743252993, Fax. +44 1743253910, Email: procurement@shropshire.gov.uk

Contact: Procurement, Attn: [REDACTED]

12. Other Information:

Other Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement, and the contract will be awarded on the basis of the most economically advantageous tender.

For more information about this opportunity, please visit the Delta eSourcing portal at:

<https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-Street-3MC-002---Works-Permit->

[System/5J972779MN](#)

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/5J972779MN>

TKR-201549-PRO-6509997

Suitable for VCO: Yes

Procedure Type:OPEN

Period of Work Start date: 01/06/2015

Period of Work End date: 31/05/2018

Is this a Framework Agreement?: no



Tel: (01743) 252993

Date as per application

Fax: (01743) 255901

Email: procurement@shropshire.gov.uk

Dear Sirs

3MC 002 – THE SUPPLY, IMPLEMENTATION AND HOSTING OF AN INTEGRATED, FULLY COMPLIANT, STREET WORKS ETON SYSTEM FOR SHROPSHIRE COUNCIL FOR A PERIOD OF 3 YEARS

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Instructions for Tendering
2. Tender Response and Specification Document
3. General Terms and Conditions
4. WaSP (SC) Permit Scheme Core Documentation

Tenders should be made on the enclosed Tender Specification and Response Document. Your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

The deadline for returning tenders is **noon on 1 May 2015**, any tenders received after this time will not be accepted.

Tenders are to be submitted through Delta, our electronic tender portal.

Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.

Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so will mean the documents won't be viewable by the Council.

personal info

Please also direct any clarifications that you may have in relation to the invitation to tender through the Delta tender portal.

Tenders **cannot** be accepted if:

Tenders are received by post, facsimile or email

Tenders are received after **12 noon on the given deadline**

European Requirements

Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular brand of article or service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the product or service is equivalent to the named types.

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

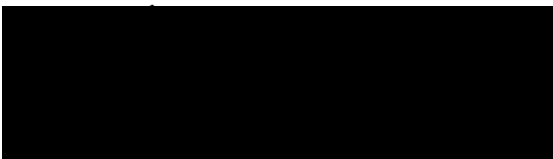
Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender through the **Delta our electronic tender portal**

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

Yours faithfully



Procurement Manager
Procurement & Contracts



INSTRUCTIONS FOR TENDERING

**3MC 002 INTEGRATED, FULLY
COMPLIANT, STREET WORKS
ETON SYSTEM**

Shropshire Council Instructions for tendering

Applicants are invited to tender for the supply, implementation and hosting of an Integrated, fully compliant, Street Works EToN System for Shropshire Council for a period of 3 years commencing on the 1 June 2015 or on a later date if this is not achievable.

The Street Works permit system must be fully compliant with the latest EToN technical specification and be updated in line with any changes made by Department for Transport ("DfT") or Highways And Utilities Committee ("HAUC"). The system shall be hosted by the software provider on a secure server within the EEA that can be accessed via a web browser or similar from anywhere by the Authority. Both a test system and a live system are required.

If you wish to receive tender documents and for more information about this opportunity, please visit the Delta eSourcing portal at: <https://www.delta-esourcing.com/tenders/UK-GB-Shrewsbury:-Street-3MC-002---Works-Permit-System/5J972779MN>

To respond to this opportunity, please click here:
<https://www.delta-esourcing.com/respond/5J972779MN>

The deadline for the return of completed tenders is 12 noon 1 May 2015.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

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1.0 Invitation to Tender

- 1.1** You are invited to tender for the supply, implementation and hosting of an Integrated, fully compliant, Street Works EToN System as detailed in the Tender Response Document. The contract will be for an initial period of 3 years commencing on the **1st June 2015**.
- 1.2** Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

2.2 Terms and Conditions

- 2.1** Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

3.1.1 Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

3.1.2 All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

3.2.4 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

- 3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.
- 3.2.8** Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.
- 3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

- 4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 1st May 2015**.
- 4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.
- 4.3** Qualified tenders may be submitted, but the Council reserves the right not to

accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 **Variant Bids**

5.1 The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.

5.2 Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.

5.3 Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 **Tender Evaluation**

6.1 The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.

7.0 **Clarifications**

7.1 Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

7.2 If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.

- 7.3 Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4 All queries should be raised as soon as possible (in writing), in any event not later than **24th April 2015**.
- 7.5 All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.
- 7.6 Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

- 8.1 The Council shall not be committed to any course of action as a result of:
- i) issuing this Invitation to Tender;
 - ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
 - iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.
- 8.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.
- 8.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 Confidentiality

- 9.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of

Information Act 2000.

- 9.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.
- 9.3 Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.
- 9.4 The contents of this Invitation to Tender are being made available by the Council on condition that:
 - 9.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
 - 9.4.2 Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and
 - 9.4.3 Tenderers shall not undertake any publicity activity within any section of the media.
- 9.5 Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
 - 9.5.1 this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
 - 9.5.2 the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
 - 9.5.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
 - 9.5.4 the Tenderer is legally required to make such a disclosure.
- 9.6 The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 **Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

10.0 Freedom of Information

- 10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

11.0 Disqualification

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the

Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.

11.1.4 The Tenderer :

- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

11.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

11.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

13.0 Award of Contract

13.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the

lowest or any Tender.

13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

13.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract.

15.0 Acceptance

15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

15.2 The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council.

15.6 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being **1st June 2015** .

16.0 Payment Terms

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 Liability of Council

- 17.1 The Council does not bind himself to accept the lowest or any tender.
- 17.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 17.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- 17.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 Declaration

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date



Contract Ref: 3MC 002

Tender Response Document & Specification
for an

Integrated, fully compliant, Street Works
EToN System

Name of Tendering Organisation (Please Insert)

Yotta Ltd

Shropshire Council Tender Response Document
All queries / clarifications to procurement@shropshire.gov.uk quoting the Contract
Reference

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Summary Instructions & Details of Contract

ITEM	CONTRACT DETAILS
Contract reference:	3MC 002
Contract Description:	Integrated, Fully Compliant Street Works EToN System
Insurance Requirements:	Employers Liability - Minimum £5m Public Liability - Minimum £5m
Period of Contract:	3 years
Procuring Officer:	[REDACTED]
Submission instructions:	Tenders must be submitted on the Council's e-tendering platform, Delta, in accordance with this document as set out below.
Date/time for Tender return:	NOON 1 May 2015
Last date/time for queries or clarifications	Queries or requests for clarification to be submitted to procurement@Shropshire.gov.uk , quoting the Contract Reference, by no later than 24 April 2015

Procurement Timetable

N.B. this timetable is indicative only. The Council reserves the right to amend at its discretion at any time.

Stage	Date(s)/time
Issue of Tender Notice	10 April 2015
Date for submission of Tenders	NOON 1 May 2015
Last date for submission of clarification questions	24 April 2015
Evaluation of Tenders	W.C. 4 May 2015
Expected notification of result of evaluation	11 May 2015
Standstill	11 May 2015 – 25 May 2015
Expected date of Award of Contract(s)	26 May 2015
Contract Commencement	From Award Date
System Go Live	6 - 8 Weeks from Contract Commencement

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Checklist for Tenderers

The following Schedules are enclosed with this Tender Response Document, please tick to make sure that you have read & completed (where applicable) the relevant schedule:

No	Item	Tick here
1.	Instructions, Award Criteria and Marking pages 6-10 FOR INFORMATION	✓
2.	Form of Tender, Non Canvassing and Non Collusion certificates pages 11-13 TO BE COMPLETED	✓
3.	Section B – H General information and Pass/fail requirements TO BE COMPLETED	✓
4.	Schedule 1 – Specification FOR INFORMATION	✓
5.	Schedule 2 – Pricing TO BE COMPLETED	✓
6.	Schedule 3 – Quality TO BE COMPLETED	✓
7.	Schedule 4 – General documentation & WaSP Policy FOR INFORMATION	✓

Instructions for Completion of this Document

This document must be completed in its entirety with responses being given to **all** questions. If you are unsure of any section and require further clarification, please contact via email, quoting the contract reference, to procurement@shropshire.gov.uk

1. Tenderers must complete and sign the four certificates in Section A. These must be signed:
 - a) Where the tenderer is an individual, by that individual;
 - b) Where the tenderer is a partnership, by two duly authorised partners;
 - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
2. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
3. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

Award Criteria

Tenderers will be evaluated on the answers they provide in the 'Tender Response Document'. The following award criteria is made up of 'pass/fail' (selection) questions and 'weighted marked' (award) questions and shows how each section is to be marked.

Selection Criteria - Pass/Fail Questions

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Tenderers must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will **not** be assessed; however they must still be answered in full.

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Section / Question No.	Selection Criteria
Section B / Q 1 & 2	Applicant details – For information only
Section C / Q 1 & 2	Adequate Financial Stability & Insurance
Section D / Q 1 & 2	Adequate Outstanding Claims & Terminations
Section E / Q 1 & 2	Adequate Health & Safety and Equal Opportunities
Section F / Q 1 & 2	Adequate Experience and References
Section G / Q 1	Adequate Accreditations and Skills Level
Section H / Q 1-4	Specific Mandatory pass/fail questions on EToN, Audit, User Permissions & Mobile software

Section C Financial viability:

Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

Section D Outcome of previous contracts:

If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities:

If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F Experience and References, G Accreditations and Skills Level :

If, in the opinion of the Contracting Authority, the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract to the needs of the Contracting Authority they may be excluded.

Section H EToN, Audit, User Permissions & Mobile software – If an applicant fails these mandatory pass/fail sections they will be excluded from the evaluation process.

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Award Criteria – Weighted Marked Questions

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Schedule / Question No.	Award Criteria	Weighting / Max Marks Available
Price: 40%		
Schedule 2	Total indicated Price	40%
Total for price		40% / 667 max marks
Quality: 60% (each question marked out of 10 and weightings according to the below)		
Schedule 3 / Q.1	Migration	4
Schedule 3 / Q.2	TPI Data 1	4
Schedule 3 / Q.3	TPI Data 2	4
Schedule 3 / Q.4	TPI Data 3	2
Schedule 3 / Q.5	Co-Ordination 1	3
Schedule 3 / Q.6	Co-Ordination 2	5
Schedule 3 / Q.7	Co-Ordination 3	5
Schedule 3 / Q.8	Co-Ordination 4	3
Schedule 3 / Q.9	Co-Ordination 5	4
Schedule 3 / Q.10	Training & Implementation 1	4
Schedule 3 / Q.11	Training & Implementation 2	2
Schedule 3 / Q.12	Training & Implementation 3	2
Schedule 3 / Q.13	Training & Implementation 4	2
Schedule 3 / Q.14	Training & Implementation 5	2
Schedule 3 / Q.15	Support, Maintenance & Updates 1	6
Schedule 3 / Q.16	Support, Maintenance & Updates 2	2
Schedule 3 / Q.17	Agreements 1	3
Schedule 3 / Q.18	Agreements 2	5

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Schedule 3 / Q.19	Reports 1	7
Schedule 3 / Q.20	Reports 1	5
Schedule 3 / Q.21	NSG 1	6
Schedule 3 / Q.22	Mobile Solution 1	7
Schedule 3 / Q.23	Mobile Solution 2	3
Schedule 3 / Q.24	Mobile Solution 3	2
Schedule 3 / Q.25	Mobile Solution 4	4
Schedule 3 / Q.26	Mobile Solution 5	4
Total for quality		60% / Max Marks 1000

Quality Questions / Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme & weighted according to the table above. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>

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	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for quality overall will receive the full 60% (1,000 Marks). Other tenders will receive a % and total final marks that reflects the difference in the initial marks between those tenders and the tender receiving the highest initial mark. This means that, weighted, the most competitive quality submission overall will score 60% (1,000 marks)

Price Evaluation and scoring

The most competitively priced tender will receive the maximum mark for price being **667** **Less competitive tenders** will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

Total price will be calculated by taking the total basket of items in Schedule 2 – Pricing and adding to the total 5-year support and maintenance costs (also tendered in Schedule 2)

Section A:

1. Form of Tender

<u>Form of Tender</u>	
Shropshire Council	
Tender for an integrated, fully compliant, EToN Street Works System.	
<p>We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the supply of goods & services at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.</p>	
Signed	Name: 
	
	
Date: 29/04/2015	
Designation: CEO	
Company: Yotta Ltd	
Address: Yotta House, 8 Hamilton Terrace, Leamington Spa, Warwickshire	
Post Code: CV32 4LY	
Tel No: 01926 319 600	Fax No 01926 809 999
E-mail address: YottaUKSales@yotta.co.uk	
Web address: www.yotta.co.uk	

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2. Non-Canvassing Certificate

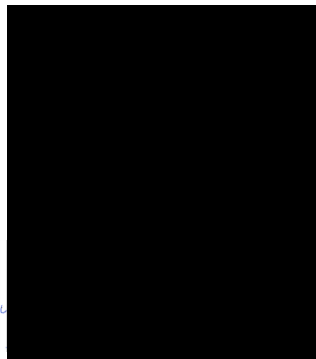
Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1)



Status: [Business Development Manager](#)

Signed (2)

Status: [CEO](#)

For and on behalf of : [Yotta Ltd](#)

Date : [27/04/2015](#)

3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1)

Status: [Business Development Manager](#)

Signed (2)

Status: [CEO](#)

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4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff, who will be affected by this Invitation to Tender, related or connected in any way with any Shropshire Council Elected Councillor or Employee?


No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)		Status: Business Development Manager
Signed (2)		Status: CEO
For and on behalf of : Yotta Ltd		

Date : 27/04/2015

Section B: Applicant Organisation Details

1.	Applicant Details
1.1	<p>Name of contracting Company/Organisation: Yotta Ltd</p> <p>Address:</p> <p>Yotta House,</p> <p>8 Hamilton Terrace,</p> <p>Leamington Spa,</p> <p>Warwickshire</p> <p>Postcode: CV32 4LY</p> <p>Tel: 01926 319 600</p> <p>Email: YottaUKSales@yotta.co.uk</p>
1.2	<p>Registered name (if different from above): Yotta Ltd</p> <p>Registered Office Address:</p> <p>14 Minns Business Park</p> <p>West Way</p> <p>Oxford</p> <p>Oxfordshire</p> <p>Postcode: OX2 0JB</p> <p>Company registration number: 05844012</p>

1.3	<p>Details of the individual completing this application and to which we may correspond:</p> <p>Name: ██████████</p> <p>Job title: Software Business Development Manager</p> <p>██</p> <p>Correspondence Address: Yotta House, 8 Hamilton Terrace, Leamington Spa, Warwickshire.</p> <p>Postcode: CV32 4LY</p> <p>Tel No: 01926 319 600</p> <p>E-mail address: YottaUKSales@yotta.co.uk</p>														
1.4	<p>Type of Organisation (please <u>tick</u> all those appropriate):</p>														
(a)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Sole trader</td> <td style="width: 20%;"></td> </tr> <tr> <td>Partnership</td> <td></td> </tr> <tr> <td>Private Limited Company</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Public Limited Company</td> <td></td> </tr> <tr> <td>Charity/Social enterprise</td> <td></td> </tr> <tr> <td>Franchise</td> <td></td> </tr> <tr> <td>Public Sector Organisation</td> <td></td> </tr> </table>	Sole trader		Partnership		Private Limited Company	✓	Public Limited Company		Charity/Social enterprise		Franchise		Public Sector Organisation	
Sole trader															
Partnership															
Private Limited Company	✓														
Public Limited Company															
Charity/Social enterprise															
Franchise															
Public Sector Organisation															
(b)															
(c)															
(d)															
(e)															
(f)															
(g)															
1.5	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; vertical-align: top;"> <p>Are you a Small or Medium Sized Enterprise (SME)</p> <p><i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p> </td> <td style="width: 20%; vertical-align: top; text-align: center;"> <p>YES</p> <p>Yotta Ltd</p> <p>YES</p> <p>OMG PLC</p> </td> </tr> </table>	<p>Are you a Small or Medium Sized Enterprise (SME)</p> <p><i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES</p> <p>Yotta Ltd</p> <p>YES</p> <p>OMG PLC</p>												
<p>Are you a Small or Medium Sized Enterprise (SME)</p> <p><i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES</p> <p>Yotta Ltd</p> <p>YES</p> <p>OMG PLC</p>														

2.	Company History/Background	
2.1	Date Company established: 12/06/2006	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> Registered Name: OMG PLC Registered Address: 14 Minns Business Park West Way Oxford Oxfordshire Postcode: OX2 0JB Registration Number: 03998880	
2.4	<p>How many years has your company been providing fully compliant Street Works EToN Systems?</p> <p style="text-align: right;">■ years</p> <div style="background-color: black; width: 80%; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 85%; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 15%; height: 1.2em;"></div>	
2.5	Total number of employees: <div style="background-color: black; width: 60%; height: 1.2em;"></div>	
2.6	<p>Total number of employees engaged solely in the provision of fully compliant Street Works EToN Systems?</p> <div style="background-color: black; width: 75%; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 80%; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 25%; height: 1.2em;"></div>	

Section C:

Financial & Insurance Information

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1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company CHUBB</p> <p>Date policy taken out 30th November 2014</p> <p>Expiry date of the policy 29th November 2015</p> <p>Policy number/reference [REDACTED]</p> <p>Conditions/Exceptions</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES
(b)		

	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company CHUBB</p> <p>Date policy taken out 30th November 2014</p> <p>Expiry date of the policy 29th November 2015</p> <p>Policy number/reference [REDACTED]</p> <p>Conditions/Exceptions</p> <p>[REDACTED] [REDACTED] [REDACTED]</p>	
<p>1.3</p>	<p>Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals</p>	<p>Enclosed YES</p>
<p>2. Financial Details</p>		
<p>*</p>	<p><i>Why do we need to know this?</i></p> <p><i>Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.</i></p> <p><i>How the Council evaluates this information will vary given the nature of the contract to be awarded.</i></p>	
<p>2.1</p>	<p>Please provide a brief summary of your annual turnover and profit in the last 3 years.</p>	

(Please insert figures – do not refer to attached accounts)

Also provide copies of your last 3 years audited accounts.

If audited accounts are not available please provide copies of your management accounts.

Company			Accounts Enclosed
Year	Turnover	Profit(Loss)	
2011/12	£ [REDACTED]	£ [REDACTED]	YES
2012/13	£ [REDACTED]	£ [REDACTED]	YES
2013/14	£ [REDACTED]	£ [REDACTED]	YES*

[REDACTED]

[REDACTED]

[REDACTED]

(If exact figures are not available please provide your best estimate of the figures required)

2.2 Please show below your company's turnover in the provision of **Street Works EToN Systems**, in the last three financial years.

(Please insert figures – do not refer to attached accounts)

Year	Turnover in relation to Street Works EToN Systems
2011/12	£ [REDACTED]
2012/13	£ [REDACTED]

	2013/14	£ [REDACTED]	
[REDACTED]			
[REDACTED]			
(If exact figures are not available please provide your best estimate of the figures required)			

Section D:

Outstanding Claims and Contract Terminations

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	NO
1.2	If YES to 1.1 please provide further details.	

2.	Contract Terminations/Deductions	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.	None
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.	None

Section E: Health & Safety and Equal Opportunities

1.	Health & Safety at Work
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p>

	<i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</p> <p>Please tick here if copy enclosed <input checked="" type="checkbox"/></p>	YES
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	YES
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation: Amber Code Ltd</p> <p>Reference No: None visible see attached certificate</p> <p>Date accreditation expires or is to be renewed: 14/10/2015</p> <p>Please tick here if a copy of certificate attached <input checked="" type="checkbox"/></p>	
1.4	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>	NO

1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).	
1.6	Do you routinely carry out Risk Assessments?	YES
1.7	<p>If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
1.8	Do you have a health and safety training programme for employees?	YES
1.9	<p>If YES to 1.8 please state what training has been given.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
1.10	<p>Does your company monitor:</p> <ul style="list-style-type: none"> (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance 	<p>YES</p> <p>YES</p> <p>YES</p>

1.11	<p>Does your company have a recognised health & safety management system?</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	YES				
1.12	<p>Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years.</p> <p style="text-align: center;">Total</p> <table border="1" data-bbox="472 880 1051 1160"> <tr> <td data-bbox="472 880 858 1010">No. of accidents reported under RIDDOR last year</td> <td data-bbox="858 880 1051 1010">0</td> </tr> <tr> <td data-bbox="472 1010 858 1160">No. of accidents reported under RIDDOR this year</td> <td data-bbox="858 1010 1051 1160">0</td> </tr> </table>	No. of accidents reported under RIDDOR last year	0	No. of accidents reported under RIDDOR this year	0	
No. of accidents reported under RIDDOR last year	0					
No. of accidents reported under RIDDOR this year	0					
1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below. [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	YES				
1.14	Will you be using any sub contractors as part of this contract?	NO				
1.15	If YES to 1.14 please give details of who your sub contractors are.					

1.16	If YES to 1.14 how do you ensure they are competent?
1.17	<p>Where do you get your competent health and safety advice?</p> <p>██</p> <p>To meet your legal responsibilities in ‘The Management of Health and Safety at Work Regulations 1999’ you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p> <p>██</p>

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i></p> <p><i>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</i></p> <p><i>Useful links for guidance & Information -</i></p> <p><i>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</i></p>	

<p>2.1</p>	<p>How do you comply with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff)?</p> <p>- UK/EU equalities and discrimination legislation includes:-</p> <p>- Human Rights Act 1998</p> <p>- Equality Act 2010</p> <p>Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature.</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted][Redacted][Redacted][Redacted]	<p>Enclosed YES</p>
<p>2.2</p>	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.</p> <ul style="list-style-type: none">• Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010;• Advance equality of opportunity between those who share protected characteristics and those who do not;• Foster good relations between those who share protected characteristics and those who do not. <p>How do you promote equality in your service delivery and towards your employee management as part of your operations?</p> <p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted][Redacted]	

	<p>█ [REDACTED]</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.8 and 2.9)</p> <p>How do you promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities and career progression?</p> <p>Please provide evidence of the above.</p> <p>█ [REDACTED]</p> <ul style="list-style-type: none"> █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] █ [REDACTED] 	
2.8	Do you have a grievance process to address all complaints relating to perceived discrimination?	YES

	<p>Provide evidence for the above</p> <p>[REDACTED]</p> <ul style="list-style-type: none">■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]■ [REDACTED]	
2.9	<p>Organisation with less than 5 employees must confirm below that they will meet the requirements set out in questions 2.8 and 2.9 if they increase their number of staff above 5.</p> <p style="text-align: center;">Confirmed</p>	YES/NO

Section F: Contract Experience and References

1. Contract Experience and References					
1.1 Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest.					
	Name of Organisation/Company	Contact Name, Address & Contact Details	Value of Contract (£)	Nature of work undertaken	Contract Dates (From - To)
1	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	Annual
2	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	Annual

				[REDACTED]	
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	April 2014- April 2017 Annual
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	01/09/2014- Annual
5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Annual
6	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Annual
7	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Annual

				[REDACTED] [REDACTED].	
8	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED].	March 2014 - March 2017 Annual on- going
9	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED].	Annual
10	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	Annual

<p>2.</p>	
<p>2.1</p>	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of any previous similar contracts and experience in order to illustrate proven competency for the required services.</p> <p>[Redacted text block]</p>

	<p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
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Section G:

Accreditations and Skills Level

1.	Accreditations			
1.1	<p>Please list any professional or trade organisations by which your company is accredited. You should only list those that are relevant to this contract and which will support your application.</p> <p>Please state whether the award belongs to the company or an individual.</p>			
	Name of Awarding Organisation/Body	Level of Accreditation	Date Achieved	Date of Expiry/ Renewal
	[Redacted]	Founder member company	April 2001	N/A
	[Redacted]	Company	Annual	Annual
	[Redacted]	Support team individuals	Mar 2014	N/A
	[Redacted]	Company	Feb 2014	Feb 2018

	[Redacted]	Company	July 2014	July 2017	
	[Redacted]	Company	June 2013	June 2016	
	[Redacted]	Company hardware	Annual		
	[Redacted]	Company software	Annual		
	[Redacted]	Company software			
	[Redacted]	Individuals			
	[Redacted]	Individuals			
	[Redacted]	Individuals	Various		
	[Redacted]				
	[Redacted]				
	[Redacted]				
	[Redacted]				
	[Redacted]				
	[Redacted]				
	Please provide copies of the certificates you have given above or other proof of the qualifications.				Enclosed YES
1.2	Please state any formal quality assurance systems relevant to this contract, which your company operates.				
	Name of Awarding Organisation/Body	Registration Number	Name of Quality Assurance System	Date Achieved	Date of Expiry/Renewal
	[Redacted]	[Redacted]	[Redacted]	Feb 2009	Feb 2018
[Redacted]	[Redacted]	[Redacted]	July 2014	July 2017	

	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p>June 2010</p> <p>Oct 2014</p> <p>March 2014</p>	<p>June 2016</p> <p>Oct 2015</p> <p>On-going</p>
<p>Please provide copies of the certificates you have given above or other proof of the qualifications.</p>					<p>Enclosed YES</p>

Section H:

**Specific Questions
(MANDATORY PASS/FAIL)**

Shropshire Council Tender Response Document

All queries / clarifications to procurement@shropshire.gov.uk quoting the Contract Reference

1. EToN Compliance

The system shall be fully compliant with the latest EToN technical specification, and any subsequent revisions, to enable the authority to discharge the duties placed upon it by the New Roads and Streetworks Act and the Traffic Management Act and their revisions.

A link to the current EToN Technical specification is provided below:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/181675/eton-6-technical-specification.pdf

Please provide details	
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2. Audit of Permits

The system must have the ability to record and provide audit information on the 24 permit checks carried out by users processing permit applications. This should show the user who authorized or declined each check for the permit application. A copy of the list of tasks is included into this Tender Response Document. Refer to Schedule 2.

Please provide details	
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3. Control of User Permissions

The system must have the ability to have several customisable tiers of user groups and permissions, for example an 'Inspector' user group who may be able to record & create Financial Penalty Notices (FPNs) but not issue them. These groups should be able to be defined and modified by Council staff with administrative-level access.

Password policies on user accounts should meet the Council's minimum standards of a minimum length of 8 alphanumeric characters including one symbol.

Please provide details	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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4. Mobile / Tablet version

The solution will include a mobile/'lite' version to run on a mobile device (see question 5) and is required to work off-line or in areas where no signal is available until such time as the device is re-connected to the service provider or main system, to take advantage of GPS and enable Street Works inspectors to:

- View current and past Street Works notices / permits including conditions on a map.
- Carry out a full range of inspections to include samples, routine, third party, occupancy and permit condition inspections etc, including photographs to be sent to the works promoter with the inspection result. All need to be visible from the main system.
- Ability to identify offences for FPN or prosecution.
- Ability to issue comments on a notice / Permit.
- Ability to programme follow up inspections for themselves based on previous inspection results.

Please provide details	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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	<p>[Redacted text block containing multiple paragraphs and a bulleted list]</p>
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Schedule 1: Specification

Shropshire Council Tender Response Document

All queries / clarifications to procurement@shropshire.gov.uk quoting the Contract Reference

Preamble & General Specification

The Street Works permit system must be fully compliant with the latest EToN technical specification and be updated in line with any changes made by Department for Transport (“DfT”) or Highways And Utilities Committee (“HAUC”).

The system shall be hosted by the software provider on a secure server within the EEA that can be accessed via a web browser or similar from anywhere by the Authority. Both a test system and a live system are required.

The system must also provide the following:

- Data refreshes to the test system prior to any update/upgrade.
- Project management for the implementation of the system and associated updates as and when required.
- Be compliant with the Council’s permit scheme. A copy of the draft scheme is included in schedule 4
- Upgrades and updates to the system including mobile devices required by and in line with any changes to legislation or the EToN technical specification to enable adequate time for testing prior to any prescribed deadlines.
- Any upgrades to the software (including the mobile version) to fix and reinstate unrequired system functionality or to enhance the software and introduce new functionality that the software provider releases, all within 1 month of the software becoming available in the test system and a further month for the live system. (These are maximum periods).
- Enable the Council to interact with works promoters using the EToN protocol and described in the EToN technical Specification.
- Lock any permit record so that only 1 user can access whilst the permit checks are being carried out.
- Record, report and audit on up to 24 checks per permit application and be able to report on which of these checks the application failed. A list of these checks is provided below.
- Check any previous versions of permit applications and highlight any changes to allow for an efficient and effective second third or more check.
- Have an integrated mapping solution that shows other permits, licenses or notices within a minimum of 1 mile from the proposed location during the proposed dates of the permit application to enable effective co-ordination of works.
- Hold details of the Councils gazetteer and ASD data to be updated nominally monthly.
- Include a mobile/lite version to run on mobile / tablet and is required to work off line or in areas where no signal is available until such time as the device is re connected to the service provider or main system, to take advantage of GPS and enable Street Works inspectors to:
 - i. View current and past Street Works notices / permits including conditions on a map.
 - ii. Carry out a full range of inspections to include samples, routine, third party, occupancy and permit condition inspections Including photographs to be sent to the works promoter with the inspection result. All need to be visible from the main system.

Shropshire Council Tender Response Document

All queries / clarifications to procurement@shropshire.gov.uk quoting the Contract Reference

- iii. Ability to identify offences for FPN or prosecution.
 - iv. Ability to issue comments on a notice / Permit.
 - v. Ability to programme follow up inspections for themselves based on previous inspection results.
- Record licenses under Section 50 NRSWA 1991.
 - Record and transmit via EToN restrictions placed upon the highway.
 - Financial reporting and production of pre invoice information to enable the authority to recover permit fees, and charges referenced in the legislation.
 - Interface with www.roadworks.org (Elgin) to display details of all works and licenses, entered into the system.
 - Send and receive attachments via the EToN protocol and any associated storage of attachments on the providers system within the EU for the duration of the contract and without having any effect on the system performance.
 - Able to issue and report on FPN's including audit.
 - Provide a full range of reports to enable effective management of highway occupancy, works promoters efficiency, permits audits and KPI's see point 8 in table below.
 - 5 additional consultancy days at Council offices for future use following implementation for additional support / consultancy or report writing as required.
 - Hold information on any agreements with works promoters for early starts, error corrections, work following a restriction or variations / extensions to works.
 - On the expiry of the contract the supplier shall supply the Council with each file for every transaction carried out by the system including attachments sent and received.

Following is a list of the 24 permit checks referenced above.

No.	Task
1	Permit Data Validation Check
2	Permit Data Content Check
3	Subsisting Substantial Road or Street Work Restrictions (S58 and S58A of NRSWA)
4	Major Works Activity fits Substantial Street Works Restriction Criteria
5	Coordination of Proposed Activities
	a) Site availability and Work Period Review
	b) Collaborative Working Assessment
	c) Traffic Management Type Assessment
	d) Impact Assessment by Activity Promoters
	e) Impact Assessment on Public Transport Operators
	f) Impact Assessment on all Networks
	g) Impact Assessment on Planned Events, Incidents and Highways Act 1980 Activities (E.G. Skips)
	h) Activity Assessed for Appropriateness of Location of New Apparatus

6	Compliance of Activity for Streets subject to Special Controls or with respect to the relevant Authorities
7	Assessment of Duration of Permit Activities
8	Assessment of Impact on existing works licensed under Section 50 of NRSWA
9	Public Consultation/Notification
10	Environmental Considerations
11	Promoter Generated Telephone Call or Contact
12	Strategic Project Planning Assessment
13	Controlled Parking Assessment
14	Temporary Traffic Restrictions (Road Traffic Regulation Act 1984)
15	Portable Light Signals
16	Detailed traffic Management Assessment
17	Activity Specific Co-ordination Meeting
18	Site Visit
19	Permit Decision and Attached Conditions
20	Activity Start and Finish Checks
21	Reinstatement Notices Check
22	Activity Cancellation
23	Informal Dispute Resolution
24	Complaints and Enquiries

Schedule 2: Pricing Schedule

Please provide a total initial cost and a breakdown (where applicable) for the following:		Response
1a.	16 (sixteen) concurrent / named user full system licences for the length of the contract	[REDACTED]
1b	10 (ten) concurrent / named user mobile system	[REDACTED]

Shropshire Council Tender Response Document

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	licences for the length of the contract including hardware for these licences ONLY (see general specification for hardware requirements)	[REDACTED]
2a	Data import from the Council's existing CONFIRM database by go-live date	[REDACTED]
2b	Implementation support, including support on go-live date	[REDACTED]
2c	A complete test system using Council data for training purposes.	[REDACTED]
3	System training to include: - 4 (four) days complete training at Council offices for back-end users (including super-users) using data imported from the Council's CONFIRM system; and - 2 (two) day on-site training with mobile street works inspectors, whilst on the job, using data imported from the Council's CONFIRM system.	[REDACTED]

		<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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				<p>[Redacted content]</p>
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				<p>[Redacted content]</p>
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				[Redacted]
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TPI Data

2	The system must support submission of TPI to Geoplace.	4	Please detail how your solution achieves this.	[Redacted]
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				<p>[Redacted content]</p>
3	The system TPI data must be sufficiently easy to use for non-technical users (i.e. those who have no experience with your system)	4	Describe, and include screen shots, of how easy it is for non-technical users (i.e. those with no experience with your system) to display and drill down into TPI data.	<p>[Redacted content]</p>

				<p>[Redacted]</p>
4	Your system must support filtering of data before final submission of TPI data.	2	Please indicate how any spurious data can be filtered or removed from the final submission of TPI data.	<p>[Redacted]</p>

Co-ordination

5	Your system must assist Co-Ordinators of different levels to efficiently (i.e. both visually & textually) co-ordinate works.	3	<p>Describe, and include screen shots, of how your solution assists Co-Ordinators in this way.</p> <p>Please include details & examples for co-ordinating works on the same street and proximity to the works. For the purposes of responding to this question, please assume co-ordinators have access to only one computer screen.</p>	 The content of this column is redacted with black bars. It appears to contain a list of items or a table of data, but the specific details are obscured.
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6	<p>The Council's Street Works team, as a Permit Authority, receives a lot of permit variations which are dealt with by Co-ordinators. It is vital that this is dealt with efficiently as possible.</p>	5	<p>Please describe how your solution assists a co-ordinator when a permit variation is received.</p>	<p>[Redacted]</p>
7	<p>To assist Co-ordinators with their daily duties, NLPG support is essential.</p>	5	<p>Describe, and include screen shots, of how your system supports NLPG on the mapping for co-ordinators.</p> <p>Please include at least two customer references and contact details of where this is in use.</p>	<p>[Redacted]</p>

				[REDACTED]
8	As a Permitting Authority, it is essential that the process of permitting works is as efficient as possible.	3	Describe, and include screen shots, of how the permit approval process flow is integrated and managed within your system.	[REDACTED]

				<p>[Redacted]</p>
9	Your system must support Street Works staff as much as possible in the permit approval process.	4	How are co-ordinators supported in the process of approving permits and how is this process audited. Provide screen shots where relevant.	<p>[Redacted]</p>

Training & Implementation

				<p>[Redacted content]</p>
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				[REDACTED]
11	Project management & implementation.	2	Provide details, via a project time line, on the implementation of the system including all training etc to meet the indicative deadlines at the beginning of this document.	[REDACTED]

				[REDACTED]
12	The Council requires a test system. Please refer to the Pricing Schedule for further information.	2	Provide a flow diagram of the testing environment that replicates the live environment whilst being separate from the live system that allows system administrator(s) to test changes before implementation on the live system.	[REDACTED]

				<p>[Redacted]</p>
13	As the system shall be a fully externally hosted solution, confirm that any components required to be hosted within the Councils IT estate, including all technology interfaces, can be hosted on the Council's Corporate technology platform or confirmation that there are no components which	2	Supplier will provide Technical and Operational documentation for the proposed hosting option and environment to meet the requirements of this tender. As a minimum it will consist of Logical and Physical infrastructure and schematic diagrams for each environment (operational, testing)	<p>[Redacted]</p>

	would impact on the Councils Corporate technology platform.		including the security arrangements surrounding them.	
14	On the expiry of the contract the supplier shall supply the Council with each file for every transaction carried out by the system including attachments sent and received.	2	Provide details of how this is to be achieved.	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

Support, Maintenance & Updates

15	During the hours of 8:00 – 17:00 Monday – Friday (excluding English bank holidays) there is a requirement for full telephone & technical support, including remote support of software on your provided mobile devices as part of your fully managed service. This includes ensuring	6	Please describe how your company's support team will provide this level of support.	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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	<p>that EToN transactions are transferred daily without errors.</p>			<p>[REDACTED]</p>
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				<p>[Redacted]</p>
16	System Updates	2	Please describe how you will ensure that the system, including any mobile devices, will be updated as and when new functionality is introduced.	<p>[Redacted]</p>

				<p>[Redacted text]</p> <ul style="list-style-type: none">[Redacted list item][Redacted list item][Redacted list item][Redacted list item][Redacted list item] <p>[Redacted text]</p>
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				<p>[Redacted text block containing multiple lines of blacked-out content]</p>
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				<ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] [REDACTED] [REDACTED] [REDACTED]
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Agreements

16	Your system must effectively manage agreements.	3	Describe how agreements are efficiently managed within your solution.	[REDACTED]
17	Your system must record and validate agreements even where a permit does not exist.	5	Describe, and include screen shots, of how agreements are recorded and validated without a permit	[REDACTED]

Reports

<p>18</p>	<p>Your system's reporting facility must be easy to use.</p>	<p>7</p>	<p>Describe and give examples (please include screen shots where applicable) of how co-ordinators without report writing and system skills can query information across different criteria.</p>	<p>[Redacted]</p>
<p>19</p>	<p>Specialist queries</p>	<p>5</p>	<p>Provide evidence of specialist queries that your system is capable of (e.g. graphical queries.)</p>	<p>[Redacted]</p>

				<div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px;"></div>
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Mobile Solution

21	<p>The Council’s Street Works inspectors require mobile devices running your mobile system. The device supplied must be of a small form factor (e.g. able to fit into a jacket pocket / less than 6” screen) and include the following:</p> <ul style="list-style-type: none"> - An extended battery ensuring at least one day’s operation; - Include a built-in camera; - Include a built-in GPS; - Support 3G; - Have a barcode scanner; and - Support being used as a mobile phone if required; and - Be impact resistant (i.e. with toughened glass) to withstand being dropped waist height. 	7	<p>Please describe, including evidence and a technical specification, of why & how your proposed hardware solution supports the Council’s requirements above.</p> <p>Include at least two references of customers where your suggested solution is in use.</p>	<div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px;"></div>
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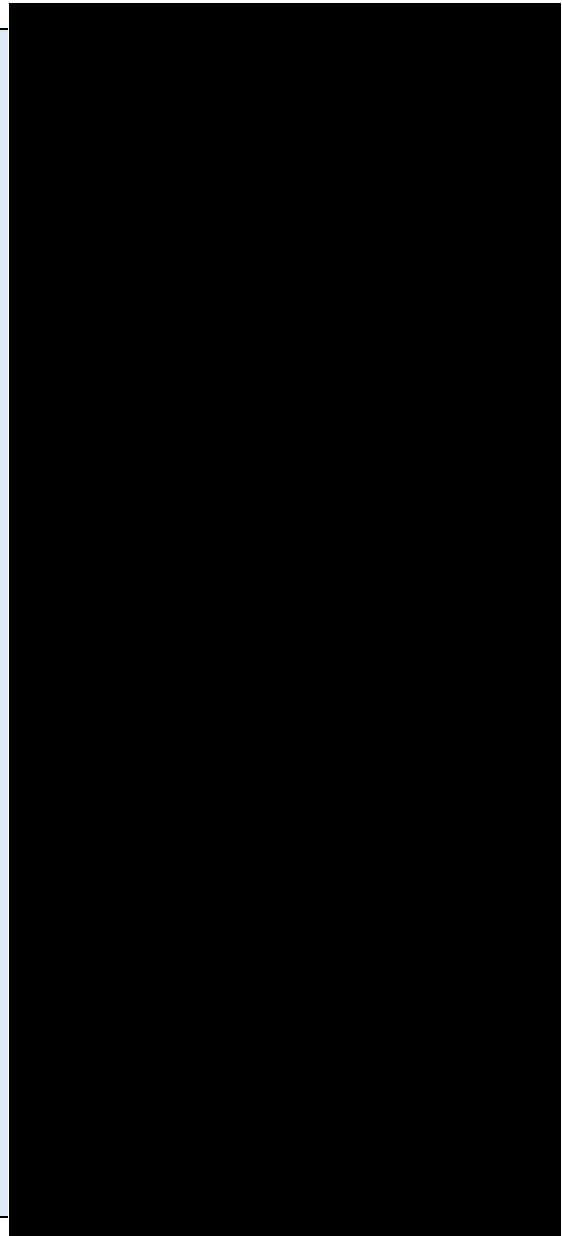
				<p>[Redacted content]</p>
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				<p>[Redacted]</p>
22	Please include your current mobile roadmap for 2015 inclusive of all mobile platforms you will support this year.	3	<p>Your proposed hardware solution should ideally be Android compatible / upgradeable should the Council require it.</p> <p>Please provide at least two references of where such a device is currently in use by your customer.</p>	<p>[Redacted]</p> <ul style="list-style-type: none">[Redacted][Redacted]

				<p>† [Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p>
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				[REDACTED]
23	Mobile hardware set-up	2	Please describe how your proposed mobile hardware solution will be built & set-up by your company.	[REDACTED]

24	Mapping on mobile devices is required as part of the licensing and support of your proposed mobile hardware solution.	4	Please describe how your proposed mobile hardware solution offers this level of mapping and offer Master Map.	<p>[Redacted content]</p>
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<p>25</p>	<p>The minimum functionality of your proposed mobile hardware solution includes:</p> <ul style="list-style-type: none"> - The ability to recommend FPNs; - The ability to send comments to works promoters; - The ability to report defective apparatus; and - The ability to report Category A,B,C, investigatory and third party defects (DfT Defect Inspection Code of Practice) 	<p>4</p>	<p>Please describe how your proposed mobile hardware solution meets or exceeds this level of functionality. Provide evidence where necessary.</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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Schedule 4: General Documentation & WaSP Policy

Enclosed as electronic copies – WaSP core documentation and Shropshire Council’s Terms & Conditions.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

SHROPSHIRE COUNCIL

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS, SERVICES AND WORKS

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These General Terms and Conditions are incorporated in contracts **of all values and types** made between Shropshire Council and a Contractor for the supply of Goods and Services (as defined below).

Only those Terms and Conditions denoted with the suffix **“W” (Property Services contracts)** or **“Z” (Highways contracts)** will be incorporated into those agreements where a standard form contract is being used to provide Works (as defined below)

1. DEFINITIONS

1.1 In this document the following words shall have the following meanings:

'Agreement'	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
'Associated Person'	means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest.
'Bribery Act'	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
“Council Data”	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller;
"Council Software"	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;
"Council System"	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;
“Council Representative”	the representative appointed by the Council
"Council"	means Shropshire Council
“Commercially Sensitive Information”	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
“Confidential Information”	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") ;
"Contractor"	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.

"Contractor Equipment"	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;
"Contractor System"	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System);
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"EIR"	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
"Exempt Information"	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
"FOIA"	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
"FOIA notice"	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
"Form of Agreement"	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
"Goods"	means all goods specified in the Agreement.
"Hazardous Goods"	means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens).
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
"Law"	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

“Malicious Software”	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
“Packages”	includes bags, cases, cylinders, drums, pallets and other containers
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
“Price”	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
‘Prohibited Act’	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or (d) defrauding, attempting to defraud or conspiring to defraud the Council.
“Public body”	as defined in the FOIA 2000
'Purchase Order'	means the Council's official order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to
“Receiving Party”	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
‘Regulated Activity’	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
‘Regulated Provider’	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
“Regulatory Bodies”	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
“Request for Information”	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
"Security Policy"	the Council's security policy as updated from time to time;
“Services”	means any and all of the services to be provided by the Contractor under this Agreement including those set out in any schedules or service descriptions.
'Software'	Specially Written Software, Contractor Software and Third Party

	Software;
'Specially Written Software'	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
'Sub-Contract'	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof.
'Sub-Contractor'	the third parties that enter into a Sub-Contract with the Contractor.
"Third Party Software"	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.
"Works"	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
'Writing'	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

- 1.2 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 1.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006.
In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
- (i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - (ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.
- 1.10 Any obligation in these terms and conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 References to clauses are to the clauses of these terms and conditions.
- 1.12 Where any statement is qualified by the expression so far as the Contractor is aware or to the Contractor's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.13 Where there is any conflict or inconsistency between the provisions of these terms and conditions or any other document forming part of the agreement with the Council, such conflict or inconsistency shall be resolved in a manner at the Council's sole discretion.

2 GENERAL

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.
- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.
- 2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.
- 2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.

3 SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

- 3.1 The quantity, quality and description of the Goods or Services shall comply in all respects with any quoted British Standards and the specification or illustration contained in any product pamphlet or other sales or marketing literature of the Contractor or drawings, samples and patterns specified in the Agreement or any modifications thereof that may be agreed by the Council in Writing.
- 3.2 All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship, and shall comply with the requirements of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, as applicable to this Agreement and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.

4 ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES

- 4.1 The parties may at any time mutually agree upon and execute alterations in the scope of Goods, Works or Services to be provided under this Agreement
- 4.2 On receipt of a request from the Council for alterations the Contractor shall, within 5 working days or such other period as may be agreed between the parties, advise the Council by notice in Writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties
- 4.3 Where the Contractor gives written notice to the Council agreeing to perform any alterations on terms different to those already agreed between the parties, the Council shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Contractor by notice in Writing whether or not it wishes the alterations to proceed thereafter the Contractor shall perform this Agreement upon the basis of such amended terms

5 PRICE AND PAYMENT

- 5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.
- 5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Agreement and shall not be varied without prior written consent of the Council.

- 5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.
- 5.4 Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 30 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure that their bank account details are provided to the Council at least 30 days prior to payment becoming due to enable the payment to be made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.
- 5.5 If the Council fails to make any payment due to the Contractor under this agreement by the due date for payment, then the Council shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 5.6 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra, the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.7 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.8 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

6 DELIVERY

- 6.1 The Agreement will specify the quantity of Goods and the nature of the Services required and the date or dates and place of delivery of the Goods or provision of the Service or Services. The Contractor shall provide such programmes of manufacture and delivery as the Council may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order (where applicable) prominently displayed, and the Council may reject quantities delivered in excess of those stated on the Agreement.
- 6.2 If Goods are in any respect incorrectly delivered the Contractor shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 6.3 If Services are provided by the Contractor otherwise than in accordance with the terms of the Agreement, the Contractor shall immediately affect correct provision of the Services and shall be responsible for any additional costs or expenses incurred by the Council or the Contractor in so doing.
- 6.4 The Council may reject any Goods which are not in accordance with the Agreement and the Council shall not be treated as having accepted any Goods until the Council has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent.
- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services

during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.

- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.
- 6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

7. LOSS OR DAMAGE IN TRANSIT

- 7.1 The Contractor shall promptly make good, free of charge to the Council, any loss in transit of the Goods if notified within 21 days of delivery or any damage to or defect in the Goods if notified within 10 days of delivery.

8. INSPECTION

- 8.1 The Contractor shall be responsible for the inspection and testing of the Goods and shall ensure that they comply with the Agreement prior to delivery to the Council. The Council shall have the right to inspect the Goods at the Contractor's works and those of its Sub-Contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Agreement.
- 8.2 The Contractor shall ensure that rights of access, inspection and rejection at premises of any sub-Contractor of the Contractor are given to the Council in sub-agreements between the Contractor and the Contractor's Sub-Contractors. Any inspection, checking, approval or acceptance given on behalf of the Council shall not relieve the Contractor or its Sub-Contractors from any obligations or liabilities set forth in this Agreement.

9. REJECTION

- 9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.
- 9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.
- 9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.

9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

10 TITLE - PASSING PROPERTY

10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.

10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council.

10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held

10.4 The Contractor will allow a named representative of the Council reasonable accompanied access to its premises specified in the Agreement to verify compliance with clause 10.3 herein and will immediately rectify any non-compliance as identified by the Council's named representative

10.5 The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered on-site.

10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.

10.7 The Contractor agrees that the Council has the right to enter the Contractor's premises specified in the Agreement where Goods are being held in order to recover the said materials or Goods in the event of the Contractors' insolvency

11 THE COUNCIL'S OBLIGATIONS

11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:

- a) co-operate with the Contractor;
- b) provide the Contractor with any information reasonably required by the Contractor;
- c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
- d) comply with such other requirements as may be otherwise agreed between the parties.

11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

12. WARRANTIES

- 12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.
- 12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

13 INDEMNIFICATION

- 13.1 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.
- 13.2 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor, its employees, servants or agents

14 TERMINATION AND CANCELLATION

- 14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.
- 14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if:
- a). the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in Writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.
 - b). the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
 - c). the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
 - d). the other party ceases to carry on its business or substantially the whole of its business; or
 - e). the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

15 PREVENTION OF BRIBERY (W) (Z)

- 15.1 The Contractor:
- a) shall not, and shall procure that all Contractor Personnel shall not, in connection with this Agreement commit a Prohibited Act;

- b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.
- 15.2 The Contractor shall:
- a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;
 - b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 15 and provide such supporting evidence of compliance with this clause 15 by the Contractor as the Council may reasonably request.
- 15.3 If any breach of clause 15.1 is suspected or known, the Contractor must notify the Council immediately.
- 15.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 15.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.
- 15.5 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 15.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 15.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:
- a) with the authority; or,
 - b) with the actual knowledge;
- of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or
- c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.
- 15.6 Any notice of termination under clause 15.5 must specify:
- a) the nature of the Prohibited Act;
 - b) the identity of the party whom the Council believes has committed the Prohibited Act; and
 - c) the date on which this Agreement will terminate.
- 15.7 Despite clause 42 (Disputes), any dispute relating to:
- a) the interpretation of clause 15; or
 - b) the amount or value of any gift, consideration or commission,
- shall be determined by the Council and its decision shall be final and conclusive.
- 15.8 Any termination under clause 15.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.
- 16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.
- 16.3 This provision shall survive the expiration or termination of the Agreement.

17 INDEPENDENT CONTRACTORS

- 17.1 The Contractor and the Council are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in Writing by both parties.

18 SEVERABILITY

- 18.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

- 19.1 The Council may, subject to clause 19.2:
(a) assign any of its rights under the Agreement; or
(b) transfer all of its rights or obligations by novation, to another person.
- 19.2 The consent of the Contractor is required for an assignment or transfer by the Council unless:
(a) the assignment or transfer is to an Associated Person of the Council; or
(b) either the Council or the Contractor have committed a breach of this Agreement which gives the other party the right under the terms of this Agreement to terminate the Agreement.
Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.
- 19.3 The Contractor may not assign any of its rights, or transfer any of its rights or obligations under the Agreement.
- 19.4 The Contractor will not, without the written consent of the Council sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.
- 19.5 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.

- 19.6 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

20 WAIVER

- 20.1 The failure by either party to enforce at any time or for any period any one or more of these General Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

21 HAZARDOUS GOODS

- 21.1 Hazardous Goods must be marked by the Contractor with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Contractor shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.
- 21.2 All information known, held by, or reasonably available to, the Contractor regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Council.

22 NOTICES

- 22.1 Unless otherwise communicated to the party in Writing any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury. SY2 6ND
- 22.2 A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

23 CONFIDENTIALITY (W) (Z)

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.
- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.

- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.
- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.
- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:
- 23.5.1 treat the other party's Confidential Information as confidential; and
- 23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent
- 23.6 Clause 23.5 shall not apply to the extent that:
- 23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;
- 23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- 23.6.3 such information was obtained from a third party without obligation of confidentiality;
- 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
- 23.6.5 it is independently developed without access to the other party's Confidential Information.
- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
- 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

23A AGREEMENT STATUS AND TRANSPARENCY (W) (Z)

- 23A.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 23A.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 23A.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 23A.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

24 **COUNCIL DATA**

- 24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.
- 24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.
- 24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such backup copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
- 24.5.1 Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
- 24.5.2 The system is kept up to date with the latest versions of operating system and anti-virus updates; and
- 24.5.3 Transfer of data to and from the system is conducted in a secure manner.
- 24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:
- 24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or

- 24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council Data.
- 24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.
- 24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:
- 24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and
- 24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

25 PROTECTION OF PERSONAL DATA

- 25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.
- 25.2 The Contractor shall:
- 25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);
- 25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- 25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- 25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- 25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
- 25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause ;

25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;

25.2.8 notify the Council (within five Working Days) if it receives:

- a) a request from a Data Subject to have access to that person's Personal Data; or
- b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;

25.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:

- a) providing the Council with full details of the complaint or request;
- b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
- c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
- d) providing the Council with any information requested by the Council;

25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;

25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and

25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:

- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
- b) any reasonable instructions notified to it by the Council

25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.

25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:

- 26.1.1 to review the integrity, confidentiality and security of the Council Data;
- 26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;

26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

- 26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- 26.3.1 all information requested by the Council within the permitted scope of the audit;
 - 26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;
 - 26.3.3 access to Contractor Personnel
- 26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.
- 26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- 26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.
- 26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING') (W)(Z)

- 27.1 The Contractor will ensure that his employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request

28. INSURANCE

- 28.1 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum of £5,000,000 (FIVE MILLION POUNDS) cover. In respect of death or personal injury due to negligence will be unlimited.
- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.
- 28.3 Where the Contractor is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £2,000,000 (TWO MILLION POUNDS) for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six years following the expiration or earlier termination of the agreement.

28.4 The Contractor warrants that it has complied with this clause 28 and shall provide the Council with certified copies of the relevant policies upon request together with receipts or other evidence of payment of the latest premiums due under those policies.

28.5 If, for whatever reason, the Contractor] fails to give effect to and maintain the insurances required by the agreement the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

29. EQUALITIES (W) (Z)

29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.

29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.

29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .

29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.

29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.

29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

30 HUMAN RIGHTS (W) (Z)

30.1 The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.

31 HEALTH AND SAFETY AT WORK (Z)

31.1 The Contractor will at all times in providing Goods, Services or Works to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.

32 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR) (W) (Z)

- 32.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.
- 32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.
- 32.3 The Contractor shall and shall procure that its Sub-contractors shall:
- 32.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- 32.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
- 32.3.3 provide at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 32.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.
- 32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.
- 32.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:
- 32.6.1 in certain circumstances without consulting the Contractor; or
- 32.6.2 following consultation with the Contractor and having taken their views into account;
- provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 32.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.
- 32.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.

- 32.9 Where the Contractor is a Public Body the parties acknowledges that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:
- 32.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;
- 32.9.2 they are required by law to consider each and every Request for Information made under FOIA;
- 32.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party.
- 32.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:
- (a) confirm or deny that information is held by the other party, or
 - (b) disclose information required
- to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.
- 32.9.5 each party shall bear its own costs of:
- a) assessing the application of any exemption under FOIA and/or
 - b) responding to any FOIA notice and/or
 - c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure
- 32.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.
- 32.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

33 SAFEGUARDING(W) (Z)

- 33.1 Where the Service or activity being undertaken in this Agreement is a Regulated Activity the Contractor shall :
- (a) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
 - (b) monitor the level and validity of the checks under this clause 33.1 for each member of the Contractor's Personnel.
- 33.2 The Contractor warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 33.3 The Contractor shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 33 have been met.
- 33.4 The Contractor shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such

person has harmed or poses a risk of harm to the Service users, children or vulnerable adults.

- 33.5 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service users.
- 33.6 Where the service requirement, specification or Purchase Order specifies that the Service or activity to be provided under this Agreement involves a Regulated Activity, or the Council otherwise notifies the Contractor, acting reasonably, that the Contractor's Personnel are required to be subject to a Disclosure and Barring Service check, the Contractor shall comply with clause 33.1 above..

34 **SUSTAINABILITY**

- 34.1 Contractors should at all times demonstrate how they contribute to the achievement of the Council's Sustainability Policy

35 **EXPIRY**

- 35.1 The Contractor will on the expiry or termination of the Agreement and, at its own cost, return (or at the request of the Council destroy) all information obtained in undertaking the performance of the Agreement.

36 **AUDIT AND MONITORING) (W) (Z)**

- 36.1 The Contractor will allow access for the Council's officers to all relevant information for the purposes of audit and the monitoring of the Agreement.

37 **RIGHTS OF THIRD PARTIES**

- 37.1 The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

38 **ENTIRE AGREEMENT**

- 38.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

39 **FORCE MAJEURE**

- 39.1 Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), provided that:-

39.1.1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and

39.1.2 staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.

- 39.2 If the Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-

39.2.1 it promptly notified the Council in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

- 39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible
- in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.
- 39.3 Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-
- 39.3.1 any costs arising from that delay will be borne by the Party incurring the same; and
- 39.3.2 either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

40 GOVERNING LAW AND JURISDICTION (W)

- 40.1 It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Agreement shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts

41 COMPLAINTS PROCEDURE (W) (Z)

- 41.1 The Contactor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject (including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:
- 41.1.1 is easy to access and understand
- 41.1.2 clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;
- 41.1.3 provides confidential record keeping to protect employees under this contract and the complainant
- 41.1.4 provides information to management so that services can be improved
- 41.1.5 provides effective and suitable remedies
- 41.1.6 is regularly monitored and audited and which takes account of complainant and Council feedback
- 41.2 The Contactor shall ensure that:
- 41.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.
- 41.2.2 someone who is independent of the matter complained of carries out the investigation
- 41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contactor's investigations
- 41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint
- 41.3 The Contactor will make its complaints procedure available on request

- 41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint
- 41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.
- 41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council
- 41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

42 DISPUTES

- 42.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-
- 42.1.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute
- 42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

Additional definitions for clauses 43 and 44	
"Security Plan"	the Contractor's security plan prepared pursuant [to paragraph 3 of schedule 2.5 (Security Requirements and Plan) an outline of which is set out in Appendix of schedule 2.5 (Security Requirements)];
"Staff Vetting Procedures"	the Council's procedures and policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures.

43 STAFFING SECURITY

- 43.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the

commencement of this agreement were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

- 43.2 The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with the Security Policy and Security Plan

44 SECURITY REQUIREMENTS

- 44.1 The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.
- 44.2 The Council shall notify the Contractor of any changes or proposed changes to the Security Policy.
- 44.3 If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a request for the Agreement to be varied in respect of any charges or fees payable under the Agreement. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.
- 44.4 Until and/or unless a change to the charges or costs is agreed by the Council pursuant to this clause the Contractor shall continue to perform the Services in accordance with its existing obligations

West and Shires Permit Scheme

Version 1.3 – General Release

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1 Introduction

- 1.1.1.1 The West and Shires Permit Scheme (“the WaSP scheme”) has been developed under the powers provided in Part 3 of the Traffic Management Act 2004 (“TMA”) and the *Traffic Management Permit Schemes (England) regulations 2007*, Statutory Instrument 2007 No. 3372 (“the Regulations”) made on 28 November 2007. It is a permit scheme for the purposes of Section 32(1) of the TMA.
- 1.1.1.2 In preparing this permit scheme, the highway authorities have had regard to the guidance issued by the Secretary of State and the Department for Transport contained in the *Statutory Guidance for Permits (March 2008)*, the *Permit Schemes – Additional Guidance (January 2013)*, the *Permit Fees Guidance (March 2008)* and the *Code of Practice for Permits (March 2008)*.
- 1.1.1.3 The highway authorities in preparing this scheme have also had particular regard to the requirements of Part 5a (in particular Section 49(a)) of the Disability Discrimination Act 1995 and associated codes of practice.
- 1.1.1.4 The WaSP scheme replaces the current ‘noticing’ system under the New Roads and Street Works Act 1991 (“NRSWA”) for works taking place on the highway. The WaSP scheme allows those participating authorities (“Permit Authority”) to better manage activities on the highway and minimise disruption and inconvenience.
- 1.1.1.5 The WaSP scheme requires an activity promoter to apply for a permit in order to ‘book’ time on the highway. The Permit Authority issues permits with conditions attached to better focus the activity in terms of reducing the impact of road users and other stakeholder; this might be in relation to the timing of the works, the traffic management and methodology or any other factor that is deemed important. Equally the Permit Authority can refuse to issue a permit if it feels the planning or the detail of the application is insufficient. The WaSP scheme allows the Permit Authority to recoup the cost of coordinating and managing the activity by charging for issuing a permit.
- 1.1.1.6 As required by Regulation 4(c), under the WaSP scheme, activities for both the statutory undertaker and the highway authority are treated similarly in terms of coordination and the setting of conditions. The Permit Authority will operate in a manner that demonstrates parity between applicants at all times and those departments dealing with permits and coordination will be separated from other highways activities.
- 1.1.1.7 Provisions of NRSWA that have been disapplied and modified in respect of the WaSP scheme are set out in appendix B. Activities by undertakers licensed under Section 50 of NRSWA do not require permits and such activities will continue to be subject to those requirements of NRSWA as set out in *The Street Works (Registers, Notices, Directions and Designations) (England) regulations 2007* and the *Code of Practice for the Co-ordination of Street Works and Works for Road Purposes and Related Matters*, and as subsequently amended.
- 1.1.1.8 The WaSP scheme authority making the application to the Secretary of State under Regulation 3(1) to run this permit scheme will ensure that a full consultation in relation to the scheme was carried out which includes those stakeholders that are set out in Regulation 3.
- 1.1.1.9 The WaSP scheme will be reviewed annually by all participating authorities. A glossary of terms is provided in Appendix A.

2 Principals of a permit scheme

2.1 Managing the network

- 2.1.1.1 Any activity on the highway has the potential to cause inconvenience to vehicular traffic, pedestrians, cyclists and others. They may also cause inconvenience for residents and business. Where the activity affects traffic flows directly there is the likelihood of congestion and disruption.
- 2.1.1.2 Effective coordination and management of the highway requires reliable and timely information being communicated and enables differences between those competing for space or time in the street to be resolved in a positive and constructive way. In addition, efficient design of an activity on the highway will significantly mitigate the potential disruption of that activity.
- 2.1.1.3 Permits provide the basis for this with the requirement to manage the applications from utility and highway works in a proactive manner, which are the two activities that often have the greatest effect on traffic and disruption.
- 2.1.1.4 Section 59 of NRSWA places a duty on the street authority to coordinate works of all kinds on the highway. Of equal importance is the parallel duty under Section 60 on undertakers to cooperate in this process.
- 2.1.1.5 The Traffic Management Act 2004 and the associated regulations widen the Section 59 coordination duty to include other prescribed activities that involve temporary occupation or use of road space and incorporates any activities included in a Permit Scheme. In addition, Section 16 of the TMA introduces a network management duty on the traffic authority and requires them to secure the expeditious movement of traffic on their network, and facilitate the movement of traffic on the networks of their neighbouring authorities.

2.2 Operational purpose of the Permit Scheme

- 2.2.1.1 The WaSP scheme takes into consideration these statutory duties placed on the permit authorities and in particular aims to benefit a number of areas that are important for delivery of the participating WaSP scheme authority's local transport plans, including:
- coordination of activities on the highway through better active management of the road network
 - environmental benefits stemming from the reductions in disruption and congestion and improvements in material usage
 - long term maintenance of the highway pavement asset
 - public health benefits from greater control over pollution and environmental impacts as well as safe working practices
 - incident response and improved information to the travelling public
 - public transport benefits which come from more structures and coherent stakeholder engagement at all stages of an activity's life
 - improved asset management
- 2.2.1.2 The WaSP scheme is a 'common scheme', allowing other authorities in the West Midlands and surrounding areas to use it as framework; a single set of rules upon which each participating authority can apply independently on their own roads to encourage consistency as far as practical whilst recognising the need for local discretion and regional differences.

- 2.2.1.3 The WaSP scheme will achieve significant savings for the undertakers and promoters using common methodology and the sharing of practical knowledge and expertise. The operating authorities will form working groups to ensure a proactive, consistent and practical approach to exploring ways to reduce the impact of highways activities, while helping initiatives to facilitate economic growth.
- 2.2.1.4 The WaSP scheme is not intended to be bureaucratic, and an important consideration in its operation is ensuring that those activities that are important to the economic growth of UK plc such as major civil or telecoms/digital infrastructure projects and major events are treated and managed in a way that benefits all stakeholders. This will ensure the safety of the activity on the highway, the quality of workmanship and network assurance while not unreasonably delaying these activities from taking place. To this end:
- fee levels have been developed by each individual WaSP scheme authority that are considered proportionate to the significance of the street and the likely amount of work required to effectively coordinate and manage activities on that street in their scheme area. These are provided in each participating authority's Addendum to this scheme (chapter 18).
 - discounts are available for those promoters that are able to deliver work in a proactive way to lessen the impact of their activities, for instance through collaboration or innovation
 - there will be a flexible approach to works management including 'early starts' and in particular the scheduling and delivery of major schemes
 - the scheme uses standardised model conditions as developed by the National Permit Forum to assist promoters identify and use these to best effect through a common and consistent approach
 - WaSP scheme authority's aim to adopt recommended operational approaches as directed in National Permit Advice Notes
 - a WaSP scheme Operational Guidance document has been developed as part of the scheme to provide further guidance and clarification and best practice on many elements of the scheme's day-to-day operation. This document a 'live' document and the intention is that over time it will be adapted and added to in order to offer clear advice and agreements reached.
- 2.2.1.5 The WaSP scheme authorities will actively promote a cultural step change in attitudes from other departments within their authority that play an important role in the overall network assurance, by:
- working closely with an authority's own highways contractors to improve working practices and ensure high quality of information and comprehensive planning processes
 - forming network management teams to bring together the coordination of all highways activities including for instance events and highways operations
 - greater engagement with Development Control and Planning departments to bring in their structures and processes to the forward planning process to ensure better coordination and delivery of their activities that affect the highway
 - closer working with other divisions for instance environmental health, parks and the environment, parking, parish and town councils
- 2.2.1.6 The WaSP scheme authorities will actively promote a cultural step change in attitudes from statutory undertakers. To this end:
- substantial 'informal' consultation has been undertaken in the manner of permit forums which included representatives from West Midlands Highway Authority

and Utility Committee (HAUC) and statutory undertakers, neighbouring authorities, local politicians and advice from a specialist consultancy to help all stakeholders understand the schemes intentions and to enable key stakeholders to objectively consider the application and delivery of the scheme. Open discussions have very much lead the direction many elements of the scheme design have taken and concerns raised by all parties have been openly discussed

- sharing of information and discussions has itself informed the development of WaSP scheme Operational Guidance and decisions about training methods for both activity promoters and the permit authorities
- it is anticipated that regular meetings will be held between the statutory undertakers and the WaSP scheme permit authorities to discuss matters of operational performance and explore practical ways of undertaking essential works, exploring innovative methods of working and reducing disruption

2.2.1.7 Principals engrained in NRSWA and TMA are that effective permit scheme objectives must include provisions

- to ensure safety
- to minimise inconvenience to people using a street, including a specific reference to people with a disability
- to protect the structure of the street and the integrity of the apparatus in it.

2.2.1.8 In addition *The Traffic Management (Guidance on Intervention Criteria) (England) Order 2007* sets out what the Secretary of State would take into account in determining whether or not a local traffic authority is performing its network management duties. This includes

- co-ordinating and planning works and known events
- ensuring parity with others, by applying the same standard or approaches to an authority's own works as to those of other works promoters

2.3 Key scheme objectives

2.3.1.1 The scheme's primary objectives are:

- to increase the efficient running of the highway network by minimising the disruption and inconvenience caused by road works and other highway events and activities through proactive management of activities on the highway
- to improve the quality and timeliness of information received from all activity promoters to increase and improve the publicly available data for integration into the Council-wide travel information
- to encourage a proactive approach to planning and undertaking of works on the highway from promoters and thus lessen the impact of activities on road users
- to protect the structure of the street and the integrity of the apparatus in it
- to ensure safety of those using the street and those working on activities that fall under the Scheme, with particular emphasis on people with disabilities
- to ensure parity of treatment for all activity promoters particularly between statutory undertakers and highway authority works and activities

2.3.1.2 The successful performance of the Scheme will bring a number of subsidiary benefits. These include:

- maximising the safe and efficient use of road space
- providing reliable journey times

- improving the resilience of the network
- minimising inconvenience to all road users
- improving public satisfaction

2.4 Measuring the objectives

- 2.4.1.1 The *Statutory Guidance for Permits* indicates that aspects of the scheme objectives should be measurable while Regulation 4(d) requires the Permit Authority to describe how they will evaluate the scheme.
- 2.4.1.2 Chapter 14 sets out in more detail the metrics that will be used to measure how the scheme is performing. These are based on the Operational Measures and Key Performance Indicators listed below.
- 2.4.1.3 KPIs and Operational Measures will be published monthly by each individual Permit Authority and will be made available in a raw format (without additional analysis) on their website and at performance and coordination meetings.
- 2.4.1.4 An annual report will be produced either by each individual Permit Authority, or as a group, where the annual KPIs and Operational Measures will be analysed more fully to evaluate the scheme.

2.4.2 Key Performance Indicators

- 2.4.2.1 Regulation 40 requires the scheme to show parity of treatments for all types of activity promoters.
- 2.4.2.2 Equality and parity of treatment will be measured through Key Performance Indicators. The *Code of Practice for Permits* requires that a permitting scheme must use at least four of the seven given performance indicators, of which KPI 1 & 2 are mandatory.
- 2.4.2.3 Parity of treatment will be demonstrated through
- KPI 1 – The number of permit and permit variation applications received, the number granted and the number refused
 - KPI 2 – The number of conditions applied by condition type
 - KPI 3 – The number of approved extensions
 - KPI 4 – The number of occurrences of reducing the application period ('early start' requests)
- 2.4.2.4 In order to show that the permit authorities are operating the scheme in a fair and equitable way each, those departments responsible for examining and granting permits will be separated from the highway activities of the authority.

2.4.3 Operational measures

- 2.4.3.1 Operational measures are performance reports that can be used to provide comparative measures of the WaSP scheme and allow discussion on whether the scheme objectives have been met. The evaluation will allow comparison between authorities operating the scheme as well as against the previous year data, and baseline data from prior to the introduction of the WaSP scheme. The reports will show
- number of overrun incidents
 - average works durations
 - number of days of reduced occupation
 - number of collaborative works and the days of saved occupation

- the number of refused permits by refusal reason
- number of permit cancellations
- number of first time permanent reinstatements
- site safety
- permit condition inspection results

2.4.3.2 Permit authorities may include their own performance monitoring measures as part of their local political, community or departmental requirements.

2.4.3.3 The operational measures detailed in this document are 'draft' metrics. This will allow them to be changed as new reporting tools or more consistent methods of analysis across the industry are developed by the WaSP scheme Operational Groups, the street works software suppliers, the DfT or the National KPI working party.

2.4.4 Working groups

2.4.4.1 The permit scheme authorities will establish an Operational Board to oversee the operation of the permit scheme. An Operational Group will also be formed between permit authorities, statutory undertakers and other stakeholders to enable discussion and evaluation of the scheme objectives.

2.4.4.2 Smaller working groups will be created when there is a need to consider specific issues arising from the day-to-day operation of the permit scheme and will also provide a point of reference for establishing best practice and encouraging enterprise and innovation in the region from permit authorities and activity promoters.

2.4.4.3 Working groups will develop permit advice notes specific to the scheme to encourage consistent application of the scheme principals by both permit authorities and activity promoters.

3 Principals of coordination and permit management

3.1 Principals of coordination

- 3.1.1.1 To meet the objectives and outcomes required by the WaSP scheme activity promoters and permit authorities need to adhere to four main principals:
- The need to balance the potentially conflicting interests of road users and activity promoters' customers
 - The importance of close cooperation and liaison between permit authorities and activity promoters
 - An acknowledgement that activity programmes and practices may have to be adjusted to ensure that the statutory objectives of the coordination provisions are achieved
 - Successful coordination requires accurate and timely information and good communication between permit authorities and activity promoters.
- 3.1.1.2 The Scheme will be operated in a way that encourages better planning, scheduling and management of activities so that traffic disruption is minimised as far as practically possible.
- 3.1.1.3 The principals of Sections 58 and 58a of NRSWA will operate alongside the WaSP scheme to help coordinate large resurfacing schemes and utility projects.
- 3.1.1.4 The Scheme will operate in a way that is not intended to prevent or delay activities that the activity promoters consider necessary or are obliged to do. Instead the operation of the scheme will seek to ensure that the Permit Authority will proactively work with promoters to facilitate and manage their works.
- 3.1.1.5 Small scale and short duration activities, particularly in non-traffic-sensitive situations, are unlikely to cause significant disruption. However, where several activities are close together they can be disruptive or cause a nuisance. Effective coordination therefore needs to take into account proposals of every scale and duration.
- 3.1.1.6 The Permit Authority will undertake the principals of coordination as described in the Code of Practice for Permits, the Code of Practice for the Co-ordination of Street Works and Works for Road Purposes and Related Matters and related guidance issued by the Department for Transport and any other such best practice guidance in general use.

3.2 Principals for promoters

- 3.2.1.1 The term 'activity promoter' applies equally to statutory undertakers and their contractors and to the highway authority and their contractors.
- 3.2.1.2 It is essential that all promoters take the permit scheme objectives and the wider TMA objectives into account when planning and managing their works.
- 3.2.1.3 The prime responsibility for planning, supervising and carrying out individual activities falls on the activity promoter
- 3.2.1.4 Promoters must consider the needs of all road users, including those with disabilities – whether they are pedestrians, equestrians, cyclists or motorists – throughout the planning and execution of activities. These will have implications for
- the timing of activities, for example the duration of the works, avoiding peak periods and consideration of out of hours working

- the way in which activities are carried out, including relevant health and safety and traffic management legislation
- the programming of activities which include coordination of activities and the possibility of collaborative working

3.2.1.5 Promoters should recognise that the statutory application periods are a minimum and that whenever possible longer periods should be given, particularly if the works are likely to be disruptive. Where modifications are required then the activity promoter should discuss these with the Permit Authority as soon as possible. This benefits both promoter and Permit Authority since it ensures that all implications of the activity can be considered more fully.

3.2.1.6 Promoters should ensure that they engage fully with any stakeholders and interested parties that the Permit Authority deems necessary and be prepared to modify their proposals where appropriate and practical.

3.2.1.7 Promoters should take into account the space needed for both the works and the storage of plant and materials when assessing the likely disruption the activity might cause.

3.3 Principals for the Permit Authority

3.3.1.1 In order to respond to a permit application the Permit Authority must consider all aspects of the proposed activity and other influences that may affect traffic. These include, but are not limited to

- the road network capacity
- the scope for collaborative working opportunities, including trench and duct sharing between promoters or working within the same area of traffic management
- the optimum timing and duration of activities
- the effect on traffic both on the Authority's network and adjoining highway authority
- safety for those engaged in the activity as well as the general public
- appropriate techniques and arrangements particularly at road junctions and pinch points, strategically significant streets or those with special engineering difficulties
- environmental impacts from both noise, excessive spoil and materials, and congestion
- the effect of other activities that take place on or affect the highway, for instance events and street parties, licensed operations or other consents under the Highways Act 1980, developments that affect the highway, highways activities such as gritting or rubbish clearance.

3.3.1.2 The Permit Authority will consider the difficulties that any proposed activity will or may cause and, where possible, agree an acceptable way forward either from the information provided in the permit application or through further discussion. Any agreements made will be validated using specific conditions that will apply to each activity to ensure that the work is carried out in the manner agreed, so as to minimise disruption and inconvenience particularly to local businesses and residents.

3.3.1.3 The Permit Authority will liaise with all necessary stakeholders and interested parties where the activity is likely to affect these organisations and will take into account their opinions and considerations. These may include, but are not limited to

- the emergency services, normally via the Police
 - public transport operators and authorities, including Network Rail
 - local authority areas such as planning or environmental health officers, or parish, town or borough councils
 - other appropriate bodies, for example those representing disabled people, pedestrians, cycling groups, hauliers and motorists
 - the Ministry of Defence, English Heritage, the National Farming Union, local tourism boards, the Environment Agency and any organisation as required
- 3.3.1.4 The Permit Authority will allow early starts to a permit (a reduction to the minimum notice period as set out in table 1, section 7.1) providing that
- it does not conflict with other activities
 - there is a legitimate reason for the request and not a result of poor works planning by the activity promoter
 - activity promoters do not use early starts regularly to conceal poor works management
- 3.3.1.5 The WaSP scheme will be operated in a fair and equitable way ensuring a level playing field with all promoters competing for time and space on the highway. The Permit Authority will ensure sufficient separation between those operating the permit scheme and those responsible for highway activities so that parity of treatment is evident.

3.4 Permit management and analysis (coordination in action)

3.4.1 Technology

- 3.4.1.1 The day-to-day co-ordination of the majority of proposals can be achieved only through the use of technology, especially given the relatively short lead times for minor and standard works.
- 3.4.1.2 Permit applications must include locations by means of Ordnance Survey National Grid References (NGR). This together with the use of the nationally consistent street gazetteer means that the Permit Authority will be able to visualise the impact of different activities on their networks and the interaction between these activities.
- 3.4.1.3 To increase the benefit of these changes, the Permit Authority as the highway authority will work toward the inclusion of NGRs on other relevant documents, such as applications for skips or scaffolding on the highway.

3.4.2 The Register

- 3.4.2.1 In accordance with Section 7 of *The Traffic Management Permit Scheme (England) regulations 2007*, the Permit Authority will maintain a register of each street covered in their scheme, as well as a register under Section 53 of NRSWA for other street information that are not part of the WaSP scheme. Advice is available from the NSG concessionaire concerning setting up the authority's ASD correctly in order to manage these parallel registers. Further details about the register are given in Appendix C.

3.4.3 Collaborative works

- 3.4.3.1 Collaborative working may include
- trench sharing
 - activities that share traffic management or road space

- multi-agency activities that limit the number of days an area of road space is occupied
- 3.4.3.2 The Permit Authority will proactively seek to encourage collaborative working opportunities between any activity promoters. It is accepted that there are often issues with such arrangements, particularly contractual complications and CDM or site management. Nevertheless, every opportunity will be sought to minimise the disruption to users of the highway.
- 3.4.3.3 In the event of collaborative working the primary promoter should take overall responsibility as the agreed point of contact with the Permit Authority. The secondary promoter(s) retain the same responsibility for submitting permit applications for work to be carried out by them or on their behalf.
- 3.4.3.4 If the nature of joint working is trench sharing, the primary promoter will excavate the trench and install its own apparatus. The secondary promoters will install their apparatus in the same trench. The primary promoter will then backfill and reinstate the trench unless it has been agreed with both the Permit Authority and the relevant secondary promoter beforehand that one of the secondary promoters do it. In this case the responsibility for the quality of the reinstatement will lie with the activity promoter that completed it. A similar approach to primary and secondary promoters will be followed for other forms of collaborative working.
- 3.4.3.5 Only those permit applications submitted by the primary promoter are required to show the estimated inspection units attributable to the street works. The primary promoter must detail the other promoters involved and the scope of the collaborative working in the initial application. The primary promoter must also ensure that estimates of works duration are agreed and/or confirmed with the secondary promoter(s) when submitting notices. This is necessary in order to comply with the overrun charging requirements in the permit regulations.
- 3.4.3.6 To avoid any ambiguity, the Permit Authority will issue permits to all the activity promoters involved, not just the primary promoter. However, the fees will be adjusted to reflect the collaborative approach, provided all the applications meet the criteria set out in Section 31(4) of the regulations and described in section 9.4.
- 3.4.3.7 Further reductions may be made at the discretion of the Permit Authority where the collaborating promoters can demonstrate to the Permit Authority significant benefits in terms of the permit scheme objectives. All issued permits shall record the identity of the primary promoter and all the secondary promoters

3.4.4 Forward Planning

- 3.4.4.1 Forward planning information on long-term programmes from all activity promoters will help permit authorities to co-ordinate activities. It will also help promoters to identify opportunities for joint working and to coordinate the timing of resurfacing. This might include mains replacement programmes or the reconstruction of main roads, which will be planned several years ahead.
- 3.4.4.2 Promoters are encouraged to maximise the use of forward planning notices even if the information being submitted is incomplete or uncertain. This will enable better coordination opportunities. Forward planning notices should be reviewed and updated regularly to include details as they are finalised. Promoters should follow the guidance given in the *Code of Practice for Permits* and electronic transfer of notices (EToN) technical specification with regard to the content of forward planning notices and how they are recorded on the register.
- 3.4.4.3 It should be noted that forward planning notices do not remove the requirement to apply for a Provisional Advance Authorisation or permit at the appropriate time.

4 Scope of the permit scheme

4.1 Streets covered in the WaSP scheme

- 4.1.1.1 As required by Regulation 7, The “specified area” for the purposes of each authority operating the WaSP scheme will be the geographical area encompassed by that local authority’s boundary.
- 4.1.1.2 All streets maintained by, or on behalf of, the local authority are included within this scheme as set out in Regulation 8. These are available on request as part of each participating authority’s Addendum (Chapter 18), and are identified within the authority’s Additional Street Data (ASD).
- 4.1.1.3 Trunk roads and motorways for which the Highways Agency is the highway authority are not included in the scheme.
- 4.1.1.4 Privately maintained streets are not included in this scheme but will be added if they are subsequently adopted by the highway authority and will be shown as such within the local street gazetteer.
- 4.1.1.5 Activities on privately maintained streets will be recorded on the authority’s street works register as notices under Section 53 of NRSWA. See Appendix C.2.

4.2 Street Gazetteer

- 4.2.1.1 For the purposes of the WaSP scheme the term “street” refers to a length of highway associated with a Unique Street Reference Number (USRN) as determined by the National Street Gazetteer Concessionaire.
- 4.2.1.2 The Permit Authority will maintain and publish a gazetteer of all streets operating under the permit scheme to level 3 standard (as defined under BS7666) including the USRN and additional street data (ASD) which will contain the information required by, and defined in, the Technical Specification for EToN.
- 4.2.1.3 Where the ASD designations are revised by the Permit Authority the criteria and procedures detailed in the *Code of Practice for Permits* or subsequent guidance will be followed.
- 4.2.1.4 Further detail on the content and application of the street gazetteer are provided in Appendix D, and chapters 4 and 5 of the *Code of Practice for Permits* and related guidance.

4.2.2 **Reinstatement designation**

- 4.2.2.1 Reinstatement categories are defined in Section 1.3 of the statutory *Specification for the Reinstatement of Openings in Highways* (SROH) and are the same as those used under NRSWA. Designations for each street in the local street gazetteer will be provided in the authority’s ASD.

4.2.3 **Traffic-sensitive streets**

- 4.2.3.1 Traffic-sensitive streets are defined under regulation 16 of The Street Works (Registers, Notices, Directions and Designations) (England) regulations 2007.

4.2.4 **Strategically significant streets**

- 4.2.4.1 Strategically significant streets includes traffic-sensitive streets as well as streets which fall into reinstatement categories 0, 1 or 2.

- 4.2.4.2 In addition, the Permit Authority may include other streets that are significant locally, for instance streets linking rural communities where the impact from activities on these roads could be severe. This definition is given in the DfT document *Permit Schemes – Additional Guidance (January 2013)*.
- 4.2.4.3 In general, within the WaSP scheme the terms “strategically significant streets” and “traffic-sensitive streets” will be used interchangeably unless a difference is indicated.
- 4.2.4.4 For the purposes of permit charges and notification timescales, strategically significant streets will fall under the ASD and EToN designation of ‘traffic-sensitive’.
- 4.2.4.5 For the purposes of Section 74 overruns, those strategically significant streets that do not already fall within the regulatory definition of ‘traffic sensitive’ will not be considered as traffic-sensitive and will not attract the higher charge bands. In general this will apply to those ‘other locally significant’ streets indicated by the DfT in their guidance.
- 4.2.4.6 A full list of all streets included in the permit scheme, with an indication of those considered strategically significant, will be detailed within the authority’s ASD and is available as a list from the Authority if required.

4.2.5 Early notification of immediate activities

- 4.2.5.1 Some streets or parts of a street are particularly vulnerable to traffic disruption. For these locations, the Permit Authority may wish to have the earliest possible information about an Immediate activity to enable it to initiate traffic management arrangements and provide information to the public that will mitigate the impact of the activity. These streets will be indicated within the authority’s ASD as those where “early notification of Immediate Activities is required”. Section 13.9 provides further detail on emergency traffic management measures.

4.2.6 Other designations

- 4.2.6.1 Where a street or section of street requires the consultation with another organisation, for instance areas of archaeological or environmental importance or sensitivity, sites affecting the Ministry of Defence etc, this will also be recorded in the authority’s ASD and will also be detailed as part of the street list provided in the WaSP scheme Operational Guidance.

4.3 Activities covered by the permit scheme

- 4.3.1.1 For the purposes of the WaSP scheme Specified Works are “registerable activities” as defined in *The Street Works (Registers Notices Directions and Designations) (England) regulations 2007* and any subsequent amendments. This applies equally to streets works as defined by Section 48(3) of NRSWA and works for road purposes as defined by Section 86(2) of NRSWA.
- 4.3.1.2 The term “specified works” is used generically in the regulations. The term “activity” is used in this scheme to encompass any registerable activity that requires a permit.
- 4.3.1.3 The term “activity” also anticipates subsequent sets of regulations which may extend the scope of permit schemes to other activities on the street.

4.3.2 Registerable activities

4.3.2.1 For clarity the following works are registerable for all promoters and information related to them has to be recorded on the register and may only take place with a valid permit.

- all activities that involve the breaking up or resurfacing of any street, (but see below for pole testing involving excavation)
- all activities that involve the opening of the carriageway or cycleway of traffic-sensitive streets at traffic-sensitive times
- all activities that require the use of any form of temporary traffic control as defined in the Code of Practice for Safety at Street Works and Road Works
- all activities that reduce the number of lanes available on a carriageway of three or more lanes
- all activities that require a temporary traffic regulation order or notice, or the suspension of pedestrian crossing facilities
- all activities that require a reduction in width of the existing carriageway of a traffic-sensitive street at a traffic-sensitive time

4.3.3 Bar Holes

4.3.3.1 Bar holes which are used to detect and monitor gas leaks fall into the registerable category. When bar holes are carried out and it is known that no further activity in the street is required (such as when a gas leak is reported but none detected), a registration under Section 70 (3) of NRSWA should be sent within 10 ten days, once final monitoring checks have been established. The bar holes will count as a single excavation and reinstatement for registration purposes.

4.3.3.2 An application for a permit in respect of a bar hole must be made within two hours of the commencement of any other registerable activity as defined above associated with the bar holes. In this latter case, these bar holes will not count as further excavations and reinstatements for the purposes of registrations but will be incorporated with the registerable activity.

4.3.4 Works for Road Purposes

4.3.4.1 All works carried out by the highway authority are works for road purposes and require a permit if they fall under the definition of registerable as given in section 4.3.2.

4.3.4.2 Works carried out by an undertaker on behalf of the highway authority, for instance new connections or disconnections to streetlights, are works for road purposes. It is for activity promoters to ensure that permit applications for such activities are made and that the activity is registered, as appropriate.

4.3.4.3 Fault repairs in connection with street lighting are not works for road purposes. They should be treated as street works and must follow the normal procedures.

4.3.5 Other Highways Activities

4.3.5.1 Works and repairs for District and Parish Councils acting on their own account and not on behalf of Highway Authority, including works on street lighting etc., are considered as street works and thus will attract the same charges and penalties as any other statutory undertaker.

4.3.5.2 It is for activity promoters to ensure that permit applications for such activities are made and that the activity is registered, as appropriate.

4.3.5.3 Core holes not exceeding 150 mm in diameter do not require registration in advance, unless one or more of the rules above relating to traffic management impact apply.

4.3.6 *Obtaining a permit*

4.3.6.1 Other than for Immediate activities, any promoter that wishes to carry out an activity is required to first obtain a permit from the Permit Authority.

4.3.6.2 Immediate activities require a permit however since such activities are by definition emergency or urgent an application may be given within two hours of the activity starting or in the case of the activity commencing out of normal working hours, within two hours of the commencement of the next working day. An Immediate application should comply with any conditions specified by the Permit Authority whether generic for such activities or specific to one activity (see section 6.5).

4.3.7 *Non registerable activities*

4.3.7.1 The following works are not classed as registerable:

- Traffic census surveys have deliberately not been included, as disclosure of this information prior to a census taking place can encourage a change to the normal pattern of traffic flow.
- Pole testing which does not involve excavation does not require a permit.
- Testing of fire hydrants by fire service vehicles, provided the work is done outside traffic-sensitive periods.

4.3.7.2 Section 50 licences do not require a permit as defined in the regulations, however a licence will be issued in line with the permitting requirements of the WaSP scheme and the activity will be entered onto the street works register to aid coordination.

5 How to make permit applications

5.1 General Principals

5.1.1 Purpose

5.1.1.1 Any promoter of a registerable activity that wishes to carry out such an activity must obtain a permit from the Permit Authority. The intention is to better control activities to minimise disruption and inconvenience and for those activities to be carried out in a manner that takes into account the needs of others.

5.1.1.2 The permit will allow the activity promoter to carry out the specified activity:

- at the specified location
- between the dates shown; and
- subject to any conditions that may be attached.

5.1.1.3 The permit will include all of the information as supplied by the activity promoter in the permit application; a permit shall be issued in accordance with the formats given in the Technical Specification for EToN (see Chapter 7).

5.1.1.4 Permits will be required for all registerable activities on all streets designated as public highway as specified on the local street gazetteer.

5.1.1.5 The content of applications and notifications and communications relating to all aspects of the permit will be made using, and will comply with, the definitive format and content of the protocols as set out in the EToN technical specification, which may change from time to time. Where there is a failure in the system then other methods of communication will be acceptable (see section 5.8).

5.1.2 Key differences from NRSWA

5.1.2.1 The key differences between operating a permitting system and a noticing system are:

- a requirement to obtain permission – effectively booking a time slot, rather than informing the Permit Authority of the intention to work
- on strategically significant streets the start and end dates are fixed and a permit is not valid before the given start date nor once the end date is passed
- on non-strategically significant streets, there is some flexibility over the start date although the duration will be fixed
- the times at which work can be carried out are more strictly controlled
- conditions affecting the way in which work is carried out can be attached to permits

5.1.3 Types of permit

5.1.3.1 WaSP allows two types of application:

- Provisional Advance Authorisation (PAA). These are used only for major activities (as defined in regulations) which are likely to be large and/or more disruptive and provide advance notice but not necessarily with full details of the final activity. PAAs are similar to Section 54 notices under NRSWA
- Permit Application (PA). These will contain fully accurate and timely details as prescribed and will be required for all registerable activities, including as a follow-up to a PAA. These are similar to Section 55 notices under NRSWA.

5.2 Activity Categories

5.2.1.1 WaSP applies to the following works categories, as defined in *The Street Works (Registers, Notices, Directions and Designations) (England) regulations 2007*. Application periods are set out in table 1, section 7.1.

5.2.2 Major activities

5.2.2.1 Major activities are those that:

- have been identified in an activity promoters' annual operating programme or are normally planned or known about at least six months in advance of the proposed start date for the activity; or,
- require a temporary traffic regulation order (not a temporary traffic notice) under the Road Traffic Regulation Act 1984 for any other registerable activities other than immediate activities; or,
- have a duration of 11 days or more, other than immediate activities.

5.2.3 Standard activities

5.2.3.1 Standard activities are those activities, other than immediate or major activities, that have a planned duration of between four and ten days inclusive.

5.2.4 Minor activities

5.2.4.1 Minor activities are those activities, other than immediate or major activities, where the planned duration is three days or less.

5.2.5 Immediate activities

5.2.5.1 Immediate Activities are either emergency works or urgent works:

5.2.5.2 Emergency works, which are defined in Section 52 of NRSWA, are works required to end, or prevent, circumstances, either existing or imminent, that might cause damage to people or property. This applies to both street works and works for road purposes which fall within the definition of activities. The term also includes activities not falling within that definition but which cannot be severed from those that do – such as activities away from the emergency site that are necessary to shut off or divert a supply. Remedial works to dangerous defective reinstatements are classed as emergency works (but there will be a need to cross reference these to the permit given for the parent activity)

5.2.5.3 Urgent activities are defined in the regulations as activities:

- (not being emergency works) whose execution at the time they are executed is required (or which the person responsible for the works believes on reasonable grounds to be required):
 - (i) to prevent or put an end to an unplanned interruption of any supply or service provided by the activity promoter;
 - (ii) to avoid substantial loss to the activity promoter in relation to an existing service; or,
 - (iii) to reconnect supplies or services where the activity promoter would be under a civil or criminal liability if the reconnection is delayed until after the expiration of the appropriate notice period; and,
- includes works that cannot reasonably be severed from such works.

5.3 Provisional advance authorisations (PAAs)

- 5.3.1.1 In accordance with Regulation 11, the WaSP scheme requires a Provisional Advance Authorisation (PAA) to be sought for Major activities. A PAA is not required for activities classed as Minor, Standard or Immediate.
- 5.3.1.2 PAAs provide a mechanism for significant activities to provisionally 'book' road space prior to further planning and discussion between the activity promoter and the Permit Authority. They replace the NRSWA Section 54 Advance Notice.
- 5.3.1.3 A PAA may only contain one street or USRN.
- 5.3.1.4 All PAAs must comply with the definitive format and content of both paper and electronic permit applications given in the EToN technical specification or subsequent amendments. This includes the requirement that a copy PAA is sent to any interested parties or organisations as detailed within the authority's ASD (see section 5.4.4).
- 5.3.1.5 The PAA must be applied for not less than three months in advance of the proposed commencement date of those works or as agreed with the Permit Authority. An application for a PAA must always specify proposed start and end dates. However, as it may be difficult to be certain of the start date three months before the event, the proposed start date is regarded as provisional and may be amended in the application for a final permit.
- 5.3.1.6 A PAA must be followed-up by a full permit application within the required timeframes, as set out in table 1, section 7.1.
- 5.3.1.7 The information required in support of an application for a PAA is set out below. It is recognised that comprehensive information may not be known at this early stage however as much detail should be provided as possible to enable the Permit Authority to adequately assess the submission.
- location of activity
 - proposed start and end dates
 - an outline description
 - times of working, including hours of the day and any weekend provisions
 - the road space occupancy
 - method of working
 - traffic management
- 5.3.1.8 The Permit Authority must respond to an application for a PAA within one calendar month from the date the application is received by the Permit Authority. The response may either grant the PAA or refuse it, giving reasons (see Chapter 7).
- 5.3.1.9 The information contained within the PAA will provide confirmation as to whether the proposed activity has the potential to be especially disruptive to local residents, businesses or road users. In such circumstances, the Permit Authority will require the activity promoter to provide advance publicity as it deems necessary.
- 5.3.1.10 Where the Permit Authority decides that the activity promoter needs to provide additional information or undertake a publicity exercise prior to submission of the follow-up permit application, they will inform the activity promoter. This will be part of the ongoing planning and agreement process and the activity promoter will be required to provide this information or provide evidence of the publicity exercises undertaken as part of the conditions of the full permit application.

- 5.3.1.11 It is recognised that the dates and the detail of the PAA should be considered as provisional and should any of these details change significantly then the activity promoter must inform the Permit Authority of the changes as soon as possible.
- 5.3.1.12 A PAA cannot be varied, only resubmitted. The Permit Authority may therefore decide that a new PAA is required if the changes are significant. Alternatively, if the Permit Authority feels the changes are less significant then these changes can be made as part of the full permit application.
- 5.3.1.13 In accordance with Regulation 11(5), the granting of the PAA does not guarantee that a Permit will be subsequently issued, particularly if the Permit Authority feels that the activity promoter has not provided suitable detail as noted in 5.3.1.7 or where dates have changed so significantly they clash with another activity.

5.4 Requirements for Permit Applications

5.4.1 *Timing of permit applications*

- 5.4.1.1 Table 1 in Section 7.1 provides minimum application timescales for PAAs and permit applications. Larger activities or those on strategically significant streets will have the potential to be more disruptive and therefore require a longer notice period to enable planning and coordination to take place.
- 5.4.1.2 Permits will include conditions under which the activity may take place so it is in the best interests of the activity promoter to contact the Permit Authority early to enable full discussions to take place. Early applications will improve the coordination process, enable the Permit Authority to better manage the activities taking place on the highway and assist the activity promoter in better planning their activities.

5.4.2 *Method of making Permit Applications*

- 5.4.2.1 All permit notifications, including PAAs, permit applications and variations, must be made electronically and must comply with the EToN technical specification.
- 5.4.2.2 The Permit Authority may accept non-EToN applications from activity promoters who are unable to meet the requirements for EToN transactions, for instance when their electronic systems are unavailable, or for one off promoters. In these cases, applications and notices must comply with the EToN technical specification and may be submitted by email, fax or post on agreement with the Permit Authority.
- 5.4.2.3 Applications and notifications may be given by email, fax or post to those recipients who expect copies of such notifications but do not have access to EToN, e.g. transport authorities, emergency services or frontagers.
- 5.4.2.4 Where there is an EToN system failure by either the activity promoter or the Permit Authority, an alternative strategy must be implemented as noted in section 5.8.

5.4.3 *Content of Permit Applications*

- 5.4.3.1 All applications must comply with the definitive format and content of both paper and electronic permit applications given in the EToN technical specification.
- 5.4.3.2 To ensure that information made publicly available can be understood by the general public the description of activities and other information should be in plain English with minimal industry specific jargon.
- 5.4.3.3 The Permit Authority will actively encourage industry-wide standard durations of routine activities which will be developed by the Working Group and referenced in the WaSP scheme Operational Guidance.

- 5.4.3.4 Each application must contain information about activities in only one street. To improve co-ordination, projects covering more than one street must cross-reference all related applications. This is particularly important when applying for PAAs. Under no circumstances will an application containing activities in more than one street be acceptable.
- 5.4.3.5 Where an activity or project crosses the boundary between authorities the works promoter must submit the relevant notices or permit applications to each authority. Early discussion with both authorities will help avoid conflicting requirements.
- 5.4.3.6 Where it is anticipated that an activity may affect the network of a neighbouring authority then the activity promoter should consider this when planning the activity and ensure that this authority is also engaged early on in the planning process. Early discussion with both authorities will help avoid conflicting requirements.
- 5.4.3.7 All permit applications relating to a PAA should be cross-referenced so that the Permit Authority is able to consider all applications and coordinate the activities together.

5.4.4 Applications involving other Interested Parties

- 5.4.4.1 Any undertaker, authority or relevant body or organisations who wish to be informed about any activities on a street should ensure their interest is entered in the street authority's ASD (see appendix D) against that street. Promoters must ensure that any such interested parties are copied in on all PAAs, PAs, variations and notifications. Similarly, the Permit Authority must ensure that a response to a permit application will be copied in to these parties.
- 5.4.4.2 Electronic systems meeting the EToN technical specification should deal with this automatically. However, some interested parties may not have access to the electronic systems so they should be sent copies by an alternative method such as email or fax.
- 5.4.4.3 The permit regulations amend NRSWA Section 88, 89 and 93. Together with sections 90 and 91, these deal with notifications to bridge, transport and sewer authorities to ensure that consultation takes place on streets with structures and other special engineering difficulties (as described in the authority's ASD).
- 5.4.4.4 Promoters must ensure that they gain approval to plans and Sections as detailed in Appendix D of the *Code of Practice for Permits* before applying for a permit and state that they have fulfilled the requirements of these Sections in their applications.
- 5.4.4.5 The consultation requirements with Network Rail are as set out in Appendix C of the *Code of Practice for Permits*.

5.4.5 Permit start and end dates

- 5.4.5.1 A permit will allow an activity to be carried out between the start and end date (in calendar days) given on the permit and that the duration of the works will be reflected in the permit conditions. This allows an activity to be carried out on weekends or Bank Holidays.
- 5.4.5.2 A promoter working outside the permit dates would not have a valid permit and potentially would be committing an offence. It should be noted that if the permit should start on a Monday and finish on a Friday, the subsequent weekend cannot be used as additional days without the express approval of the Permit Authority through a permit variation.

- 5.4.5.3 However in other respects the duration and reasonable period of the activity remains operating on working days, as defined in the regulations. On strategically significant streets, the duration of the activity will exactly match the time from the start date to the end date excluding any non working days between the two dates.
- 5.4.5.4 It follows that it is possible that for the purposes of Section 74 that the reasonable period and the permit end dates do not coincide.
- 5.4.5.5 An activity promoter working beyond the agreed reasonable period will therefore be subject to Section 74 overrun charges, even if the Permit Authority has granted a permit extension to allow works to be completed where the Permit Authority does not agree with the reasons for extending the works duration (see also section 8.2.3).
- 5.4.5.6 On strategically significant streets, where an activity promoter identifies in advance that an activity cannot begin on the permit start date then the activity promoter must contact the Permit Authority on the previous day, by a means specified by the Permit Authority on its website or within the WaSP scheme Operational Guidance.
- 5.4.5.7 For some activities on strategically significant streets where an activity is delayed on the permit start date, the activity promoter should contact the Permit Authority as soon as possible on the due start date so that the Permit Authority can put into place any additional or mitigating actions it considers necessary. Model condition WS64 will be applied to those activities that the Permit Authority feels are particularly disruptive (see also section 6.3.7.10).
- 5.4.5.8 The promoter may decide they are able to begin the activity on a subsequent day, submitting the Section 74 Actual Start notice. However, there is no automatic extension to the permit or the reasonable period in these circumstances and the end date remains the same unless an agreement is reached between the activity promoter and the Permit Authority, and a permit variation is granted (see chapter 8).
- 5.4.5.9 On non-strategically significant streets a permit will be issued with a start and end date, with the duration (in working days) for the activity set as a condition. Because of the nature of these types of street, the start date will be estimated and there will be a window of opportunity for the works to being equivalent to the validity period of NRSWA notices:
- 5 days for major and standard activities
 - 2 days for minor activities
- 5.4.5.10 Once the works commence and a Section 74 Works Start notice is submitted the permit end date will adjust to take into account the actual start date and the previously agreed reasonable period and permit duration.
- 5.4.5.11 In both cases above, if the activity promoter could not complete the activity before the permit end date, they must apply for a permit variation to extend the permit. This would be required even if the extra days were at a weekend (a permit expires at midnight). The Permit Authority may or may not agree to an extension of the reasonable period, depending on the circumstances, and the activity promoter may be subject to over-run charges under Section 74.
- 5.4.6 Non-working days**
- 5.4.6.1 If the impact or duration of an activity can be lessened by extending works on site into weekends and bank holidays then promoters are actively encouraged to consider these possibilities. The WaSP scheme authorities will make a general policy available as part of the WaSP scheme Operational Guidance for such situations and will proactively seek opportunities to lessen road occupancy.

5.4.6.2 In such situations, conditions will be placed on the permit to define when such works may take place and any other constraints as deemed necessary by the Permit Authority (see chapter 6).

5.4.7 Early starts

5.4.7.1 An activity must not start before the expiry of the application period except where an early start has been agreed with the Permit Authority.

5.4.7.2 The Permit Authority will consider a promoter's request for an early start and such a request will not be unreasonably refused. An early start must be applied for in the manner requested by the Permit Authority as detailed in the WaSP scheme Operational Guidance. This may be via an initial phone call or email, or directly via EToN.

5.4.8 Actual Start notification (Section 74)

5.4.8.1 Once the activity has begun, a Notice of Actual Start of an activity must be given by 10.00am the next working day on strategically significant streets and by the end of the next working day in the case of non-strategically significant streets.

5.4.8.2 In the case of an Immediate activity the permit application will be taken as the actual start date notice as it is made after the activity has commenced, and the status should always be "In Progress".

5.4.8.3 Notice of Actual Start must be given in accordance with the requirements described in the EToN technical specification. The identity of the main contractor or, if appropriate the Direct Labour Organisation (DLO) must be provided on the actual start date notice. This should always be the organisation with whom the undertaker has the contract, and not any subcontractor who may be actually carrying out the activity.

5.5 Content of a Permit Application and Provisional Advance Authorisation

5.5.1.1 In deciding whether to include any conditions in a permit, the Permit Authority will consider the information that has been provided in support of the application.

5.5.1.2 The EToN specification provides detail on the required fields to be submitted as part of a permit application. Additional information or constraints will be provided as part of the condition text.

5.5.1.3 The Permit Authority recognises that full information may not be fully known at the time an application for a Provisional Advance Authorisation is made. However, activity promoters should make every effort to provide the most accurate information available at each stage.

5.5.2 Reference number

5.5.2.1 Each application must include a unique reference number. Details of the numbering system are given in the Technical Specification for EToN.

5.5.3 Description of Activity

5.5.3.1 This should be a comprehensive description of what the activity is and its purpose to allow the Permit Authority to assess the likely impact. This must include

- Detail on the works being undertaken
- Description of methodologies employed
- A description of the layout and impact of the activity (for example traffic management)

- Details of any collaborative working; such as details of the other promoters and brief descriptions of the activities being undertaken
- Any other information pertinent to that activity

5.5.3.2 To ensure that information made publicly available can be understood by the public the description of activities and other information should be, within reason, in plain English with minimal industry specific jargon.

5.5.4 Location of activity

5.5.4.1 An accurate location must be provided based on Ordnance Survey National Grid References (NGRs). For a small excavation or opening then a point NGR should be provided. Where a trench is longer than 10m then a polyline or a polygon feature must be provided as described in the ETON technical specification.

5.5.4.2 The location must have a textual description that should match the NGR provided.

5.5.4.3 The street must be given based on the unique street reference number (USRN) provided in the street gazetteer as defined by the National Street Gazetteer Concessionaire. Each permit may only contain one street.

5.5.4.4 Where the activity is likely to cause significant disruption a description of the space taken up by the activity should be provided. The Permit Authority may request additional information such as a traffic management plan or schematic to show the site footprint.

5.5.4.5 Promoters applying for Immediate activities should do so within two hours of starting work (see section 6.5). The location should reflect where the activity is actually taking place. If the location then changes a permit variation must be obtained (see Section 8.2.5)

5.5.5 Timing and duration

5.5.5.1 The proposed permit start and end dates (in calendar days) will clearly define the time period an activity will take up road space.

5.5.5.2 Where the street is traffic-sensitive, details of the times of day the activity is to be carried out must be provided, including any proposal to work at night.

5.5.5.3 Details must be provided where the activity promoter proposes to undertake activity on weekends or Bank Holidays to speed up the activity or reduce disruption.

5.5.5.4 These constraints on the activity will be submitted as conditions and will be taken into consideration by the Permit Authority.

5.5.6 Illustration

5.5.6.1 An illustration may be required for any activity where the Permit Authority considers that the disruption caused by the activity may be significant.

5.5.6.2 An illustration must include details of the activity and location of utility apparatus, the extent of the highway occupancy and if requested by the Permit Authority a disruption effect score as set out in Appendix E. This additional information may be in the form of sections, photographs, traffic management drawings and any other relevant material. The illustration must cover the entire area of the activity including areas used for storage of materials, parking of vehicles, coned areas and so on. In combination, all of this material will be referred to as the traffic management plan.

5.5.6.3 Activities on those streets, or parts of a street, subject to a Special Engineering Difficulty designation will require a plan and section.

5.5.6.4 The illustration should be submitted to the Permit Authority in whatever form specified by the Permit Authority in the WaSP scheme Operational Guidance or the current EToN technical specification.

5.5.6.5 If required for Major works, an illustration of the activity should be provided at or prior to the permit application stage. It is expected that this will be part of the PAA planning process or the discussion resulting from a PAA submission.

5.5.7 Methodology

5.5.7.1 Details of the proposed techniques, such as open cut, trench share, minimum dig etc. must be provided as part of the works description.

5.5.8 Traffic management and Temporary Traffic Regulation Orders

5.5.8.1 The EToN specification requires certain types of traffic management or traffic control to be indicated on the permit application. Certain traffic management proposals will also require suitable conditions detailing the constraints on these proposals.

5.5.8.2 The activity promoter must supply details of traffic management proposals together with any requirement for action by the local authority or others such as

- A need for a Temporary Traffic Regulation Order (TTRO)
- Lifting of parking restrictions
- Approval for temporary traffic signals (TTS)
- Suspension of bus stops

5.5.8.3 Section 13.1 details the processes for applying for a TTRO, and provides further information on other traffic management requirements and related matters, including agreements on the use of temporary traffic signals. The WaSP scheme Operational Guidance provides further information on these aspects as well as other dispensations or requirements

5.5.8.4 The extra time required for gaining these approvals need to be taken into account by the activity promoter. They must be referred to when submitting a PAA or included in the permit application.

5.5.8.5 Additional costs associated with these are not included within the scope of this permit scheme.

5.5.9 Depth

5.5.9.1 Activity promoters must provide their best estimate of the excavation depth. While this might be expressed as a range, it should nonetheless provide a meaningful indication of the nature and extent of activity involved if it is expected that an excavation will be deeper than 1.5metres.

5.5.10 Reinstatement type

5.5.10.1 The application must indicate whether the activity will be completed with interim or permanent reinstatement or a mixture of both. If it is the latter, then promoters must provide details as to where interim or permanent reinstatements will be completed within that permit.

5.5.10.2 The EToN technical specification details the use of the 'number of phases' data element which is used to describe this.

5.5.10.3 In some cases the Permit Authority may require one or other reinstatement method to be undertaken specifically for that activity, in which case a suitable condition will be applied.

5.5.11 Inspection units

- 5.5.11.1 The application must state the provisional number of estimated inspection units appropriate to the activity, in accordance with the rules laid down in the Inspections Code of Practice and *The Street Works (Inspection Fees) (England) (Amendment) regulations 2004*. Where there is trench sharing, only the primary promoter is required to give the inspection units (see section 3.4.3).

5.5.12 Contact person

- 5.5.12.1 The application must include the name and contact details of the person appointed by the activity promoter to deal with any problems that may occur during the activity, including any provision made by the activity promoter for out-of-hours contact.
- 5.5.12.2 On permit applications (and on PAAs if the information is known at the time) the application should include the name of the main contractor carrying out the activity. This will help with the Permit Authority's consideration of the application and with any discussions that need to take place before the permit can be issued.

5.5.13 Proposed conditions

- 5.5.13.1 Where there are constraints in the permit application, it must include conditions that specify in detail the activity and support the application. These conditions are included in draft as Appendix F and will be known as 'model conditions'. See also chapter 6.
- 5.5.13.2 Where the Permit Authority considers necessary it will also request that certain conditions be added to the application before issuing the permit.
- 5.5.13.3 Permit conditions might be applicable to any activity.

5.6 Phasing and multiple activities

- 5.6.1.1 A phase of an activity is a period of continuous occupation of the street (whether or not work is taking place for the whole time) between the start and completion of the works.
- 5.6.1.2 One permit can only contain one phase and the dates given in a permit application will denote the dates for that phase. A phase can end only when all the plant, equipment and materials, including any signing, lighting and guarding have been removed from the site.
- 5.6.1.3 The promoter must clarify that an activity is to be carried out in more than one phase on the application (see section 5.5.10.2).
- 5.6.1.4 Phased activities must relate to the same works. These could be single or multiple-but-linked excavations, or a trench dug progressively along the street as part of a continuous operation, or where a permanent reinstatement or remedial works are undertaken at a later date.
- 5.6.1.5 Linked activities carried out at separate locations in a street must be treated as belonging to the same set of works. However, unconnected activities carried out by the same promoter in one street should not be treated as parts, or phases, of a single set of works.
- 5.6.1.6 Each phase will require a permit and the same activity reference must be used for all phases, or cross-referenced to the other phases. If the works are classed as Major they will also require a Provisional Advance Authorisation, except in the case of remedial works see Section 5.6.6. Each phase will be classed as a

separate activity or works, for the purposes of NRSWA (for instance Section 74, guarantee periods etc).

5.6.2 Cross Boundary activities

5.6.2.1 Where an activity or project crosses the boundary between authorities the works promoter must submit the relevant notices or permit applications to each authority. Early discussion with both authorities will help avoid conflicting requirements.

5.6.2.2 Where it is anticipated that an activity may impact the network of a neighbouring authority then the activity promoter should take this into consideration when planning the activity and ensure that this authority is also engaged early on in the planning process. Early discussion with both authorities will help avoid conflicting requirements.

5.6.3 New Customer Connections

5.6.3.1 A new main or cable run, which includes new customer connections, can be classed as one activity or phase if all the work is completed in a single occupation of the street. Otherwise, a new permit must be obtained for the different stages.

5.6.4 Projects

5.6.4.1 Activities involving more than one street could form part of one project in management and contractual terms but separate permits and Provisional Advance Authorisations will be required for each street. The EToN technical specification allows for project references, activity references and phase types.

5.6.5 Interim to Permanent Reinstatements

5.6.5.1 When an activity is completed with an interim reinstatement then the activity will be regarded as having more than one phase and a new permit must be obtained for the permanent reinstatement phase. The same works reference number must be used ("cross referenced" to the original activity).

5.6.6 Remedial Works

5.6.6.1 Remedial works will require a new permit to be obtained for the remedial phase. The same works reference number must be used as the original activity ("cross referenced" to the original activity).

5.6.6.2 Where remedial works fall within the definition of Major works, a Provisional Advance Authorisation will not be required.

5.6.6.3 Where remedial works fall within the definition of 'immediate' or are required to remedy dangerous defects, the activity will be categorised as Immediate.

5.6.7 Severable Works

5.6.7.1 The definition of emergency works in Section 52 of NRSWA provides that items of work which "cannot be reasonably severed" from the emergency works are regarded as part of them. The same test applies to urgent works.

5.6.7.2 Work which can be "reasonably severed" from the immediate activity must therefore be regarded as separate activities and classified accordingly.

5.6.7.3 Typically, immediate activities shall consist only of a repair to end the emergency, or restore the service, and complete the necessary reinstatement. Follow-up activities undertaken to provide a permanent solution are "severed" and subject to a separate permit application.

- 5.6.7.4 If the activity promoter leaves site after dealing with the immediate problem, including carrying out an interim reinstatement and closing down the site, and returns later for further activities - it is clear that these are “severed”.

5.6.8 *Interrupted activities*

- 5.6.8.1 There may be circumstances where a promoter is unable to complete their activity in one phase as originally intended. This may be due to difficulties that could not have been reasonably foreseen, for instance adverse weather conditions or an engineering complication. The promoter should contact the Permit Authority immediately this becomes apparent.
- 5.6.8.2 If the Permit Authority is content for the excavation to remain open then a permit variation will be required to extend the current permit. It should be noted that the Permit Authority may not consider the reason for the extension to be acceptable and may not extend the ‘reasonable period’; the activity would therefore be subject to Section 74 overrun charges (see Chapter 10).
- 5.6.8.3 If the Permit Authority wishes the excavation to be closed down, reinstated, and returned to use then agreement should be sought with the Permit Authority on the timing of the subsequent permit to complete works at a later date.
- 5.6.8.4 Whenever an activity is interrupted, the activity promoter must first agree a way forward with the Permit Authority before starting any of the processes above. Failure to do so may result in the Permit Authority treating the subsequent application as an illegitimate use of activity phases (see section 8.2.4).

5.6.9 *Third party damage*

- 5.6.9.1 If the activity is interrupted because the activity promoter, or his contractor, has caused third party damage, then it is the activity promoter’s responsibility to seek the authority’s approval to a variation to allow the damage to be repaired by the owner of the apparatus.
- 5.6.9.2 In the interests of good practice, a permit is required by the third party while they are undertaking these works to help the Permit Authority identify that another party is working at this location. This permit will not be chargeable and nor will Section 74 charges apply to the third party.
- 5.6.9.3 However, the normal notifications and timing rules still apply to the permit application although in the interests of expediency an ‘early start’ should be requested for the subsequent permit application and the activity promoter is expected to complete the repairs without unreasonable delay (see Chapter 8).
- 5.6.9.4 The activity site and the reinstatement remains the responsibility of the original promoter, unless this is agreed otherwise between all activity promoters and the Permit Authority, until it is able to clear site and issue a Works Stop notification.

5.7 Section 58 restrictions on further activities

- 5.7.1.1 The powers to restrict further works in all or part of a street following substantial road or street works (NRSWA Section 58 and 58a respectively) apply to streets covered by the WaSP scheme.
- 5.7.1.2 The Permit Authority will exercise its powers under these Sections in accordance with the guidance given in chapter 8 of the Code of Practice for Permits.

5.8 EToN system failures

- 5.8.1.1 Where there is a failure of the Permit Authority or a promoter EToN system, the Permit Authority will implement an interim alternative strategy for managing permit applications, variations, responses and other notifications to ensure that workflows are not unduly interrupted. This procedure is detailed in the WaSP scheme Operational Guidance.
- 5.8.1.2 All applications and notifications must be resubmitted through EToN following recovery of service. Promoters must ensure that all resent notices are sequenced correctly as detailed in the EToN technical specification.

6 Conditions

6.1 General principals

- 6.1.1.1 The permit must specify the activity it allows in detail and this information will be drawn from the original application as far as is reasonable through the EToN notification 'Grant Permit' (see chapter 7). Any other limits or constraints on the activity will be reflected in permit conditions as provided for in Regulation 10, which are submitted as part of the application.
- 6.1.1.2 The terms used in the following section such as 'applied', 'used', 'attached', etc., all relate to the same practical concept of the activity promoter providing conditions with their application or as a permit variation.
- 6.1.1.3 Conditions may be applicable to any activity. It is for the activity promoter to supply the required conditions as part of their permit application or permit variation.
- 6.1.1.4 Where the Permit Authority considers it necessary and appropriate to apply conditions that differ from the proposals in the application then the Permit Authority will either refuse the permit or request a modification (see section 7.1.3), stating the reasons for this. The promoter may then decide whether to reapply for a permit or invoke the dispute procedure with the Permit Authority as detailed in Chapter 12.
- 6.1.1.5 Conditions may be imposed on all permits regardless of the activity promoter, however WaSP scheme authorities will act reasonably and such conditions will take into consideration the site and the activity.
- 6.1.1.6 The *Code of Practice for Permits* and regulations provide a framework for types of conditions that may be applied in order to help the Permit Authority meet its obligations in terms of reducing congestion and disruption, recognising the needs of other users of the highway and to help protect the integrity of the highway. The WaSP scheme sets out a number of 'model conditions' that reflect this framework.
- 6.1.1.7 The model condition texts are developed to enable a coherent and standardised approach to most normal activities and are based in part on the model conditions developed by the HAUC (UK) National Permit Forum. Model conditions are considered to be in 'draft' to enable them to be changed in future to reflect additional operational requirements or on advice from the National Permit Forum or other bodies.
- 6.1.1.8 The model conditions may need adapting to reflect individual circumstances that are pertinent to the nature of the activity and the network constraints. The wording will reflect the Permit Authority's requirements and the agreement being reached, or if necessary reference the agreed traffic management plan or illustration.
- 6.1.1.9 For some activities there may need to be a number of different conditions attached to the permit. Equally, some activities may require no model conditions to be attached since the scope of the work can be fully understood through the application itself.
- 6.1.1.10 Model conditions are set out in full in appendix F. Detail on when and how model conditions might be used is provided in the following sections and the WaSP scheme Operational Guidance contains further commentary on how they should be applied.

- 6.1.1.11 Failure to comply with conditions may leave the activity promoter liable to criminal prosecution. Information about appealing against conditions the activity promoter considers unreasonable is set out in Chapter 12.

6.2 Standard conditions

- 6.2.1.1 Standard conditions are model conditions that will be applied to all permits, or permits for certain kinds of activity in all cases. The WaSP scheme does not require these conditions to be formally attached to individual permit applications or granted permits as they are taken as being contained in either form on all permits or applications.
- 6.2.1.2 The following four model conditions are considered 'standard':
- It is a requirement of the WaSP scheme that the unique works reference number will be displayed on the site at all times. Standard model condition WS60 will be applied to all permits. The works reference number is as described in the EToN technical specification and, for the purposes of being displayed on site, does not need to include the suffixes that relate to the permit application or permit reference (the application and notification sequencing). The WaSP scheme Operational Guidance clarifies the expectation concerning the format of the number to be displayed. To aid communication with the public, the activity promoters should make every effort to display an accurate and up-to-date permit end date on the site together with the works reference as described above.
 - It is a requirement of the WaSP scheme that the permit will specify the start and end dates of the permit, which may include weekends or bank holidays. For all permits on strategically significant streets, the standard model condition WS1 will apply and for all permits on non-strategically significant streets standard model condition WS2 will apply
 - For Immediate activities where the activity promoter requires the use of temporary traffic signals or to close a road then WS61 must be applied as described in section 13.9 and noted in the section below on Conditions placed on Immediate activities (section 6.5)

6.3 Model conditions

- 6.3.1.1 The WaSP scheme model conditions are not exhaustive but have been developed to ensure the most common situations can have conditions applied in a consistent way across the WaSP region.
- 6.3.1.2 The model conditions may need adapting to reflect individual circumstances, and for some activities there may need to be a number of different conditions applied to the permit.

6.3.2 *Relevant condition types*

- 6.3.2.1 All conditions fall into a framework provided by the DfT, which is described below. Appendix F sets out the model conditions and their texts, while the WaSP scheme Operational Guidance explores them more fully and provides examples of when they should be applied.
- 6.3.2.2 Because of the character limits within the condition text field in EToN, all model conditions should be supplied using a 'shorthand text' which limits the characters used but clearly references the model condition number and any constraints that are required as part of that condition.

6.3.3 *Timing and Duration of Activity*

6.3.3.1 It may be considered necessary and appropriate to limit the days and times of day when an activity may be carried out. In these cases model condition WS10 will be attached to the permit. Scenarios include, but are not limited to:

- to maintain traffic lanes during peak periods the site may only be occupied between certain times on certain days
- to limit activities that might affect an event on the public highway
- to restrict works on weekends or bank holidays

6.3.3.2 Model condition WS10 may also be used to formalise extended and out of hours working patterns, for instance where it has been agreed to carry out an activity in the evening or at night, or that an activity must take place, or is prohibited, at any time on weekends and Bank Holidays.

6.3.3.3 In some situations it is helpful for the Permit Authority to be informed of an activity finishing on site as soon as is practical, notwithstanding the requirement to provide a Section 74 notice of Works Stop.

6.3.3.4 In general these activities will only be on strategically significant streets where the impact of the activity is severe and the Permit Authority needs be required to inform stakeholders and take any other necessary steps to open up the highway or mitigate the impact of the activity once it is completed and clear.

6.3.3.5 A condition in the form of WS65 will be applied in these situations requiring the activity promoter to inform the Permit Authority of the end of carriageway occupation, or of a site clear, within two hours. The manner in which the Permit Authority should be contacted is specified in the WaSP scheme Operational Guidance.

6.3.4 *Road Space*

6.3.4.1 The amount of space that activities in the highway occupy can have a major impact on congestion and disruption levels. Equally, the impact of a relatively small activity could be magnified considerably if associated plant and excavated material take up a substantial area, possibly resulting in lane restrictions and temporary traffic control.

6.3.4.2 WaSP scheme authorities should recognise that any conditions relating to the area of occupancy have to be realistic and allow for the activity to be carried out in compliance with statutory guidance and codes of practice, especially in relation to safety, and within the restrictions imposed by the available industry resources and technical capabilities.

6.3.4.3 Where a traffic management plan or illustration is required, condition WS30 will be attached in order to reference this. Such an illustration may also include locations of where materials and plant are to be stored on site as well as the wider traffic management or site footprint (see section 5.5.6).

6.3.4.4 Where there is no illustration required, then this condition may be attached to describe the permitted site footprint, for instance indicating width and/or length of road space that can be occupied, or the minimum road space that is available to all traffic, including pedestrians, at certain times of the day.

6.3.4.5 The activity promoter should note that if the works are likely to impede other highways operations such as gritting or rubbish collection then condition WS30 should be used to identify how this will be managed.

- 6.3.4.6 For an Immediate activity, the works area may be agreed after the works have started on site. Where changes to the site are agreed, these must be implemented within an agreed timeframe and WS30 must be submitted as soon as practicable but no later than 10:00am on the next working day.
- 6.3.4.7 Where disruption can be minimised by the removal of both plant and/or materials that are unnecessary then model condition WS20 will be applied. The condition should only be used where the storage of the materials and/or plant may cause problems on site or impede traffic unnecessarily.
- 6.3.4.8 The Permit Authority may impose WS20 after an activity has begun if it becomes clear that the site requires more space than anticipated, or is being managed in a way that is detrimental to the network operation. In these cases the activity promoter must comply with the Authority Imposed Variation (see section 8.3) or the Permit Authority may use its provisions under Regulation 18.

6.3.5 Traffic Management provisions

- 6.3.5.1 The way traffic is managed during an activity can have a major influence on congestion and disruption.
- 6.3.5.2 Activity promoters should use model condition WS30 to reference any traffic management plans or illustrations as detailed previously.
- 6.3.5.3 There may be occasions where additional approvals are required. Model condition WS43 should be used to reference these. This includes, but is not limited to:
- relevant approvals for bus stop suspensions
 - agreements for the use of temporary traffic signals. It should be noted that all use of temporary traffic signals require the approval of the Authority (see section 13.11).
 - a Temporary Traffic Regulation Order or Notice in order to close a road or section of a road, or to restrict traffic (Section 13.1).
- 6.3.5.4 Any applicable reference number should be quoted in the condition if approval has been gained.
- 6.3.5.5 It is not necessary to have gained the approval of the relevant authority prior to submission of the permit application, and the permit should not be refused unreasonably, however it is necessary to have these approvals in place prior to commencement of the activity otherwise the activity promoter may be committing an offence.
- 6.3.5.6 Where there are multiple stages of traffic management for an activity, and where each subsequent stage cannot start until a previous one has ended, model condition WS41 should be attached to define each stage.
- 6.3.5.7 To ensure that each stage will not start until the specific traffic management arrangements are put in place, model condition WS40 must be attached.
- 6.3.5.8 The use of these two conditions will allow changes to the activity to take place without the need for multiple Permit Variations.
- 6.3.5.9 These conditions might be adapted to include the requirement that the activity promoter informs the Permit Authority that it has completed a stage before moving on to the next stage so that it can inform road users and implement complementary traffic management measures to minimise disruption.

6.3.5.10 It is essential that where a diversion is in place the signage be maintained to ensure that the route is fully signed (see Section 13.8). In such cases model condition WS42 must be attached.

6.3.6 Methodology

6.3.6.1 It is accepted that the Permit Authority may not be in a position to make an engineering judgement on the methodology employed by the activity promoter. However, under its duties to minimise congestion and disruption the Permit Authority must be satisfied that the methodology employed is best able to mitigate against disruption and inconvenience as well as taking into account the practicalities of working and safety.

6.3.6.2 Where there is an agreement for a specific manner in which the activities are to be carried out (typically where the method is not the normal way of working) then model condition WS50 should be attached.

6.3.6.3 Notwithstanding the manner of reinstatement allowed in Section 70 of NRSWA, where there is an agreement to complete an interim or permanent reinstatement in certain situations then model condition WS51 will be attached. Typically this may be, but is not limited to:

- where the Permit Authority considers it essential that a permanent reinstatement is undertaken to avoid a return visit in heavily trafficked areas, or where an interim reinstatement would be detrimental to a high tourist or high amenity area
- where an interim reinstatement maybe required to open up a road as quickly as possible to normal trafficking, or where it would be beneficial to plan a high quality permanent reinstatement because of the materials required, or the time needed to source them

6.3.6.4 In some high amenity or tourist areas specialist materials such as York Stone, decorative resin bound aggregate surfaces or mastic etc., is required as part of the reinstatement (see section 13.10). Where the activity is planned and it is agreed that a permanent reinstatement will be completed then model condition WS52 will be attached to ensure that the appropriate materials and, where necessary, qualified operatives are available for the activity before the activity can commence.

6.3.7 Consultation and publicity

6.3.7.1 It is likely that many Major activities, particularly those with durations of 11 days or more, will require comprehensive publicity and consultation.

6.3.7.2 The timescales involved in Major works should allow much of this to take place during the PAA stage. Since a PAA cannot have conditions attached, on submission of the permit application the activity promoter will provide evidence that this has taken, or is taking, place and this will be reflected in model condition WS63 attached to that application.

6.3.7.3 Where non-major activities have the potential to be especially disruptive to local residents, businesses or road users, the Permit Authority may expect the activity promoter to provide advanced notice to nearby households or businesses or to provide advance signs for traffic. Model condition WS63 should be used to reference these agreements and requirements.

6.3.7.4 During the coordination process, when the Permit Authority ascertains that other organisations need to be consulted with before an activity may take place then model condition WS62 will be attached to a permit to ensure that discussions have taken place and any necessary agreements are reached with those organisations before the activity promoter may commence their activities.

- 6.3.7.5 The Permit Authority will provide details within their ASD of which council departments or external organisations need to be consulted with before the activity can take place at a particular section of street.
- 6.3.7.6 Organisations that may require consultation with include, but are not limited to:
- the Environment Agency
 - English Heritage
 - the Ministry of Defence
 - Network Rail
 - other departments of the Permit Authority such as the arboricultural department, Environmental Health, or traffic signals departments.
- 6.3.7.7 The Permit Authority will provide assistance and advice to the activity promoter on what agreements or assurances are needed, however the activity promoter remains responsible for obtaining them.
- 6.3.7.8 It is not necessary to have gained the approval of the relevant authority prior to submission of the permit application, and the permit should not be refused unreasonably, however it is necessary to have these approvals in place prior to commencement of the activity otherwise the activity promoter may be committing an offence.
- 6.3.7.9 The effect of planned activities to a Public Transport provider, such as bus company, has to be taken into account when the Permit Authority considers the permit application. These providers require consultation on the planned works to provide alternative services in order to minimise the impact of works. Model condition WS62 should be used to reference the agreements reached.
- 6.3.7.10 As stated in section 5.4.5.7, where an activity will take place on a strategically significant street where the disruption from the activity is expected to be considerable, the Permit Authority should be informed if there is a delay to starting works. This is so that they can put into place mitigation or inform stakeholders. Model condition WS64 must be applied on any permit where the Permit Authority considers that a delay in starting an activity might be particularly problematic.
- 6.3.7.11 The method of informing the authority will be as determined during the permitting and coordination process.

6.3.8 Environmental conditions

- 6.3.8.1 Where the disturbance from noisy work is likely to be substantial, the Permit Authority must take into account local factors, such as businesses, schools, hospitals etc, when agreeing what hours an activity may take place. In these situations the type of works taking place at any point during the activity may need to be limited to certain times, for instance ensuring the noisy element of an activity only takes place during part of the day.
- 6.3.8.2 In such cases model condition WS70 should be used to limit the environmental impact. The activity promoter may be required to contact the authority's Environmental Health Officers to agree the proposals and model condition WS62 will be attached as described in the previous section.
- 6.3.8.3 Section 13.12.1.5 provides for a condition to be attached where additional care must be taken in regards to maintaining the site in a clean and tidy condition throughout the works duration. This might include swift removal of any waste from a site or spillage of materials onto the public highway. In such cases, and a model condition adapted from WS71 may be used.

6.3.8.4 Where trees are affected by an activity proposal, the activity promoter must contact the Permit Authority's arboricultural department. Any requirements they have must be referred to in the application and reflected in the model condition WS62.

6.3.8.5 In general this applies to excavations within the tree 'prohibited' zones, as defined in NJUG Publication Volume 4 *NJUG Guidelines for the Planning, Installation and Maintenance of Utility Apparatus in Proximity to Trees*, however it is good practice to seek advice from the Permit Authority when undertaking an activity within the 'precautionary' zone.

6.3.9 Local conditions

6.3.9.1 The regulations allow the Permit Authority to apply local conditions. Any local condition text that is provided by each WaSP scheme authority will be set out in the authority Addendum (Chapter 18).

6.4 Permit conditions attached to Highway Works

6.4.1.1 As noted in section 6.1.1.5 model conditions may be imposed on all permits regardless of promoter.

6.4.1.2 Regulation 10(3) allows the Permit Authority to attach a condition to a permit in respect of works to be carried out by or on behalf of a highway authority, requiring the highway authority to consult with any person who has apparatus likely to be affected by the permit works. This will be considered a standard condition of a permit and its application for all highway authority works.

6.4.1.3 In these instances the Permit Authority will require the highway authority and its contractor to take all reasonably practicable steps to comply with any requirement made by that person which is reasonably necessary for the protection of the apparatus or for securing access to it.

6.5 Conditions placed on Immediate activities

6.5.1.1 Immediate activities are by definition emergency or urgent and therefore may commence without a permit being in place.

6.5.1.2 Regulation 13 provides for the WaSP scheme to impose conditions on an activity that is not the subject of a permit, effectively the period of time between an Immediate activity starting on site and the issuing of the permit.

6.5.1.3 An application for Immediate activities must be given within two hours of the activity starting or in the case of the activity taking place out of normal working hours, within two hours of the commencement of the next working day.

6.5.1.4 The activity promoter must contact the Permit Authority immediately should the street be indicated within the authority's ASD as one where "early notification of Immediate Activities is required".

6.5.1.5 At any stage of an Immediate activity, where the activity promoter requires the use of temporary traffic signals or to shut the road, the activity promoter must contact the Permit Authority prior to implementing these traffic management provisions.

6.5.1.6 Standard model condition WS61 will apply to all Immediate activities at all times. The WaSP scheme does not require this condition to be formally attached to individual permit applications or granted permits as they are taken as being contained in either form on all Immediate permits or applications.

6.5.1.7 Section 13.9 provides further detail on emergency traffic management measures.

- 6.5.1.8 It is accepted that for Immediate activities very little may be known about the location of the activity prior to attendance on site. The activity promoter should make every effort to supply additional conditions if required, based on the information provided from site.
- 6.5.1.9 These conditions should be submitted as soon as reasonably practical, but in any event within 24 hours of the activity starting on site, or by the end of the first working day following commencement of the activity where this takes place on a weekend or bank holiday. The Operational Guidance will provide more detail on the timeline for this requirement.
- 6.5.1.10 The Permit Authority may impose conditions on Immediate activities where it feels necessary to do so. The imposition of such conditions will be reasonable, and based on the Permit Authority's knowledge of a particular location or area and the implications such an activity might have on the network or for safety. The activity promoter must submit a modified application or permit variation within two hours reflecting the imposed conditions.
- 6.5.1.11 For an immediate activity, the works area may be agreed after the works have started on site. Where changes to the site are agreed, these must be implemented within an agreed timeframe and WS30 must be added to the permit as soon as practicable but no later than 10:00am on the next working day.
- 6.5.1.12 Prior to the issuing of a permit for Immediate works, the activity promoter must work within the terms and conditions supplied in its original application.
- 6.5.1.13 Where other approvals might be required (for instance bus stop suspensions, TTROs etc) then these should be submitted as soon as reasonably possible. This will ensure that the Permit Authority is fully aware of potential problems at that location, and is able to give advice and assistance quickly and effectively and to ensure that the activity promoter acts responsibly and is not undertaking an activity without the required approvals and. WS43 may be required retrospectively to reference these approvals.

7 Issuing a permit and other responses

7.1 Permit responses

7.1.1.1 In accordance with regulation 16 the Permit Authority will respond to all permit applications within the timescale set out in table 1 below. A response corresponds to an EToN notification of Grant Permit or Refuse Permit or Permit Modification Request, or any other required future EToN notification.

7.1.1.2 Any Permit Authority operating the WaSP scheme must act reasonably in reaching decisions with respect to applications for a permit. In particular they will consider whether issuing the permit will accord with their statutory duties to co-ordinate and to manage the network and the objectives of the WaSP scheme.

ACTIVITY TYPE	Minimum application periods ahead of proposed start date		Minimum period before permit expires for application for variation (including extension)	Response time for issuing a permit or seeking further information or discussion		Response time for responding to applications for permit variations
	PAA	PA		PAA	PA	
Major	3 months	10 days	2 days or 20% of the original duration whichever is the longer	1 calendar month	5 days	2 days
Standard	N/A	10 days		N/A	5 days	
Minor	N/A	3 days		N/A	2 days	
Immediate	N/A	2 hours after		N/A	2 days	
Notes: "days" in the above table refer to working days, as defined in NRSWA and the permit regulations.						
These timescales may be subject to amendment by legislation						

Table 1: application and response times

7.1.2 Issuing a permit

7.1.2.1 If the Permit Authority is content that all the information contained in the application meets an acceptable standard of detail to enable it to consider fully the impact of the activity and the suitability of the timing and methodology and any conditions attached to the application, it will issue a permit by way of a Grant Permit EToN notification.

7.1.2.2 Each permit issued will be given a unique reference number. Details of the numbering system are given in the Technical Specification for EToN.

7.1.3 Amending a permit application

- 7.1.3.1 If it is necessary to seek further clarification of the information contained in the application then the Permit Authority will endeavour to resolve this within the mandatory response times so that the estimated start date and duration of the original application remains.
- 7.1.3.2 The Permit Authority should submit a Modification Request EToN notification to allow the activity promoter the opportunity to make amendments to their application and resubmit this within the required timeframe.
- 7.1.3.3 As long as the timeframes are met, the original start and end dates of the first application can be kept and no early start agreements are required.
- 7.1.3.4 If the matter cannot be resolved satisfactorily within the timeframes or the response period then the Permit Authority will refuse the application.
- 7.1.3.5 If the Modification Application is not subsequently submitted within the required timeframes then in accordance with regulation 16(3) the Permit Authority will consider the application refused.
- 7.1.3.6 The EToN technical specification sets out the requirements and timelines in more detail.

7.1.4 Refusing a permit

- 7.1.4.1 A Permit Authority cannot refuse legitimate activities. However if the application does not contain the required information to the satisfaction of the Permit Authority then the Permit Authority will refuse the permit by way of a Refuse Permit EToN notification.
- 7.1.4.2 A Refused permit must clearly detail the reasons for refusal so that the activity promoter is able to amend their subsequent application.
- 7.1.4.3 Where an application has been refused and the activity promoter is able to submit a suitably amended application that requires an 'early start' (see also section 5.4.7) to maintain the original requested time slot, the Permit Authority will endeavour to agree the same start date. However, this is at the discretion of the Permit Authority being confident in the amended application and that there is no subsequent conflict with another activity. The activity promoter should follow the 'early start' procedure as detailed in the WaSP scheme Operational Guidance.
- 7.1.4.4 Where other activities are scheduled to take place in the same street, or other streets affected by the proposed activity at the same time, the Permit Authority may refuse a permit for the period requested but propose to grant it for different times. The refusal should clearly state a suitable timeframe, or invite the activity promoter to contact the Permit Authority to discuss acceptable options before applying for a new permit.
- 7.1.4.5 The WaSP scheme Operational Guidance contains information on refusals and sets out to provide a common framework for refusing applications across the WaSP scheme, including the use of standardised refusal texts.

7.1.5 Deemed Permits

- 7.1.5.1 When the Permit Authority fails to respond within the required timescales, or where for technical reasons the response does not reach the activity promoter within the required timescales, that permit is considered to be deemed to be granted.
- 7.1.5.2 In these situations, the activity promoter is at liberty to continue to undertake their activity in line with their original permit application. However, the activity should not

take place in a manner different to that intended by the original application and indicated by the permit content and proposed conditions.

- 7.1.5.3 When it becomes apparent to the Permit Authority that a permit has deemed, then it is good practice for the Permit Authority to consider the permit as it stands and contact the relevant activity promoter if it becomes clear that the activity should not proceed as detailed. This might be because the conditions or the contents of the application itself are insufficient, or where a conflict between activities is likely, or where the activity is likely to cause considerable disruption that could be mitigated through discussion and changes.
- 7.1.5.4 In these cases, the activity promoter should discuss and agree any changes required by the Permit Authority. The fee for the variation, or cancellation and resubmission, to that original deemed permit should be waived by the authority.

7.2 Right of Appeal

- 7.2.1.1 The promoter has a right of appeal, detailed in Chapter 12, if it is unable to reach agreement with the Permit Authority over the terms it requested or the conditions attached. In the case of Immediate activities it may be that work has to stop until the issues are resolved.

8 Variations to permits

- 8.1.1.1 Changing circumstances, for either an activity promoter or an authority, may require permits and/or the conditions attached to them to be varied. This might be because of a changing situation on site, or unexpected events affecting the network requiring a reconsideration of the way the activity is being carried out.
- 8.1.1.2 Regulation 15 provides for the WaSP scheme to allow permit variations. Variations to a permit need to be made before the permit expires or passes its end date. The method and content of applying for a Variation notification are detailed in the ETON technical specification.
- 8.1.1.3 As set out in section 5.3, a PAA cannot be varied. In circumstances where the details of a PAA have changed but a full Permit has not yet been issued, the activity promoter must inform the Permit Authority of the proposed changes and the Permit Authority will indicate whether a new PAA is required or a Permit Application containing the new information must be made.

8.2 Variations initiated by the activity promoter

8.2.1 *Necessary variations*

- 8.2.1.1 From time to time an activity promoter will need to apply for a justifiable variation to a permit and/or its conditions. Some situations where a variation may be needed are:
- because the proposal in the original application was inaccurate or unrealistic
 - because the location or the method of working has changed in some way
 - where the activity promoter requires an extension to the agreed duration
- 8.2.1.2 The Permit Authority recognises that it should not prevent necessary activity, so the variation is likely to be granted, although the Permit Authority may require the conditions attached to the original permit to be varied or new conditions added if the changes to the permit warrant it.

8.2.2 *Applying for a variation*

- 8.2.2.1 The activity promoter should make a request to vary the permit as soon as it becomes clear that the activity might require a change or may overrun so that the Permit Authority can investigate the request to satisfy itself that the proposed variation is appropriate and reasonable.
- 8.2.2.2 Regulation 15 (2) provides the following ways of applying for a permit variation:
- where the existing permit has more than 20% of its duration or more than two days to run, whichever is the longer, the activity promoter must apply for a variation electronically. This is to ensure that the variation is captured within the Permit Authority mandatory response time.
 - in any other case the activity promoter should first telephone the Permit Authority to ascertain whether the Permit Authority is prepared to grant the variation. If the Permit Authority agrees then the variation must be applied for electronically.
- 8.2.2.3 The Permit Authority will set out a procedure for requesting a variation to a permit within the WaSP scheme Operational Guidance.

- 8.2.2.4 It must be noted that a permit cannot be varied after it has expired (passed the permit end date). In these cases a new permit must be applied for. The activity promoter may be working illegally during this period.
- 8.2.2.5 Activity promoters must provide full details of the amendments made to the permit, either by telephone or as a works comment to enable the Permit Authority to fully consider the implications of the changes.
- 8.2.2.6 If the Permit Authority is content that all the information contained in the application meets an acceptable standard of detail to enable it to consider fully the impact of the activity and the suitability of the timing and methodology and any conditions attached to the application, it will issue a permit by way of a Grant Permit EToN response. A standard permit variation charge will apply.
- 8.2.2.7 The Permit Authority will respond to the request within two days of receipt (as shown in table 1, section 7.1).
- 8.2.2.8 If electronic systems fail then the application should be sent by another way such as email (section 5.8).

8.2.3 Extensions

- 8.2.3.1 In certain situations, an activity promoter may not be able to complete the works within the original permit duration and an extension to the permit may be required.
- 8.2.3.2 The Permit Authority is under no obligation to allow an activity to run beyond its permitted period. An activity that continues past its end date without a valid permit in place may constitute a criminal offence.
- 8.2.3.3 Where the Permit Authority considers the proposed extension to be reasonable and the activity does not conflict with other planned activities then the Permit Authority will not unreasonably withhold the extension.
- 8.2.3.4 There may be occasions where the Permit Authority does not consider the proposed extension to be reasonable. For instance, this might be due to poor works management by the activity promoter or an issue on site that the Permit Authority considers should have been dealt with more expediently. In these cases, the Permit Authority will grant a variation to the permit so that the activity promoter is not operating without a valid permit in place. However, the Permit Authority will use its powers under Section 74 of NRSWA to charge the activity promoter for an overrun of the 'reasonable period'.
- 8.2.3.5 Although in many cases the Permit Authority will grant the permit extension to minimise the disruption of a return visit, it may be necessary for the activity promoter to vacate the street to allow another activity to take place or to open up space for traffic. In these situations the activity promoter must submit a new application to complete the activity at a later date.
- 8.2.3.6 The Permit Authority will set out a procedure for requesting an extension to the permit within the WaSP scheme Operational Guidance.

8.2.4 Illegitimate phasing of activities

- 8.2.4.1 Where the Permit Authority can establish to its reasonable satisfaction that a subsequent permit application has been made at any given location as a result of:
- The closure of works following a refusal by the Permit Authority to grant an extension to the duration of a previous permit, or
 - The premature closure of the works by the activity promoter, before all those works specified in the works description given by the activity promoter are completed, to avoid an overrun under Section 74 occurring.

- 8.2.4.2 The Permit Authority may grant a subsequent permit with start and finish dates to allow the initial activity to be completed. The duration for this subsequent permit will reflect the illegitimate phasing of activities for these works and overrun charges will be applied in accordance with the current Section 74 regulations.

8.2.5 Multiple excavations

- 8.2.5.1 Immediate activities may require the activity promoter to make several registerable openings in a street, for instance to locate a fault or a leak. As such the activity promoter must submit the first permit application detailing the location of the initial excavation within two hours of starting work.
- 8.2.5.2 The activity promoter must telephone the Permit Authority within two hours and give the location for further excavations on the same street within 50metres of this initial excavation. No permit variation will be required and therefore no charge will be applied.
- 8.2.5.3 Where the additional excavations are more than 50metres from the first, a permit variation application will be required. A standard permit variation charge will apply. The Permit Authority may opt to waive this charge if it feels the activity and notifications are being well managed.
- 8.2.5.4 Further excavations will be dealt with in the same way as these two examples, in 50-metre bands.
- 8.2.5.5 It should be noted that all excavations must be accurately recorded upon registration of the works.
- 8.2.5.6 If additional excavations are carried out in different streets (different USRN), or at a location that is substantially separate from the previous excavations then a separate permit application should be applied for.
- 8.2.5.7 If the activity promoter has made all reasonable efforts to contact the Permit Authority by telephone and cannot, they should record that and send the message electronically.
- 8.2.5.8 Although the above examples relate to Immediate works, there may be scenarios where such a process may be followed for other activity types. The activity promoter should contact the Permit Authority first to gain approval before initiating this process.

8.2.6 Fees for promoter initiated variations

- 8.2.6.1 Applications for permit variations initiated by the activity promoter may be charged a fee. This is subject to the exemptions detailed in Chapter 9 and individual permit fee profiles for each WaSP scheme authority.
- 8.2.6.2 Where a variation to extend a permit takes that permit into a higher works category, the activity promoter will be required to pay the difference between the permit fees for the two categories as well as the permit variation fees.
- 8.2.6.3 Fees for each WaSP scheme Permit Authority are given in Appendix G and detailed in the authority Addendum (Chapter 18).

8.3 Variations initiated by the Permit Authority

8.3.1 Necessary variations

- 8.3.1.1 Once a permit is issued, the activity promoter should have reasonable confidence that the road space will be available to them. Nevertheless, there may be

circumstances beyond the Permit Authority's control that necessitate a change in either the permit or its conditions.

- 8.3.1.2 Such changes should happen only when the new circumstances could not have been reasonably predicted and where the impact is significant. For example, extra traffic being diverted onto the road for which the permit has been issued due to another road being closed by floods, burst mains or a dangerous building, etc. If the consequent disruption cannot be mitigated in a better way it may be necessary to vary aspects of the permit such as the time or manner of working.
- 8.3.1.3 The Permit Authority must contact the activity promoter as soon as it becomes aware of a potential problem to discuss the best way to deal with the situation. However it is vital that both parties work together to ensure the circumstances on the ground can be properly coordinated and managed, while ensuring the activity promoter can best manage their changing situation to minimise further inconvenience and disruption and expedite the works swiftly.
- 8.3.1.4 If changes to the activity are required, a Permit Variation detailing the new terms should be applied for by the activity promoter. It may be necessary for the Permit Authority to first issue an Authority Imposed Variation EToN notification to annotate the required changes, before the activity promoter submits a Permit Variation and the Permit Authority can subsequently grant this.
- 8.3.1.5 It may be that instead of a permit variation, a new permit is issued, particularly if the activity promoter is required to suspend their operation or leave site. This should be agreed first between the Permit Authority and activity promoter.
- 8.3.1.6 The Permit Authority recognises that requesting a variation to a permit may cause substantial disruption to the activity promoter. However where agreement cannot be reached, the Permit Authority will issue an Authority Imposed Variation EToN notification to direct the changes it feels necessary to best manage the activity on the ground. The promoter must comply or reinstate and leave site. The promoter may then invoke the dispute resolution procedure set out in Chapter 12.

8.3.2 *Fee for authority initiated variations*

- 8.3.2.1 No fee is payable for permit variations initiated by the Permit Authority, unless at the same time, the activity promoter seeks variations which are not the result of the circumstances causing the Permit Authority action. In such a case a variation fee would be payable, subject to the exemptions detailed in Chapter 9 and each individual WaSP scheme authority permit fee profile. The Permit Authority should act reasonably in this matter.

8.4 Suspension, postponement or cancellation of a Permit

- 8.4.1.1 There is no mechanism in the regulations to formally suspend or postpone a permit, only for varying or revoking it them.
- 8.4.1.2 If the Permit Authority has to suspend or postpone an activity that it has already issued a permit for but which it intends should happen at a later date, it should use the permit variation provisions as described above to enforce the change of dates. No fee will be charged for such authority-initiated variations.

8.4.2 *Suspension or revoking a permit*

- 8.4.2.1 Regulation 10(4) allows a WaSP scheme authority to revoke a permit where it considers that an activity promoter is failing to comply with the terms of that permit and its conditions.

- 8.4.2.2 The Permit Authority will inform the activity promoter immediately if it becomes necessary to do so and allow a reasonable timeframe for the undertaker to either suspend its activities pending an agreement to continue working or to make the site safe and leave site. Where necessary the Permit Authority may use its provisions under Regulation 18 to clear the street or take any other action necessary.
- 8.4.2.3 The Permit Authority should consider whether other sanctions are more suitable than, or necessary in addition to, the revoking of a permit (see Chapter 11).
- 8.4.2.4 Where a new permit or permit variation is required to resume an activity, a fee will be payable in line with the permit charges set by that WaSP authority, unless the Permit Authority has to revoke a permit through no fault of the activity promoter in which case there will be no charge for a replacement application (see section 9.3).

8.4.3 *cancelling a permit*

- 8.4.3.1 If a promoter wishes to cancel a permit or withdraw a permit application for which they have no further use, they should submit a cancellation notice for that permit, as detailed in the EToN technical specification.
- 8.4.3.2 On strategically significant streets the cancellation should be submitted on the day before the due permit start date so that the Permit Authority can put in place any mitigating action it feels necessary.
- 8.4.3.3 There is no fee for cancelling a permit although the charge for issuing the permit originally will remain payable.
- 8.4.3.4 Any activity that takes place after a permit is cancelled may constitute a criminal offence.
- 8.4.3.5 A permit that is 'in progress', or one for Immediate activities, should not be cancelled unless that works status has been submitted in error. The EToN technical specification details how these situations should be dealt with.

8.5 EToN failures

- 8.5.1.1 Where there is an EToN system failure by either the activity promoter or the Permit Authority, an alternative strategy must be implemented (see section 5.8).

9 Permit charges

9.1 Introduction

9.1.1.1 Under Regulation 30 the WaSP scheme is able to charge statutory undertakers a fee in the following circumstances

- The application of a provisional advance authorisation
- The issue of a permit
- The variation of a permit or the conditions of a permit
- The difference between fees for an activity when it moves from one works category to another

9.2 Fee levels

9.2.1.1 The WaSP scheme Permit Authority's will set their fee levels independently of each other, in accordance with the DFT document *Permit Fees Guidance (July 2008)*, and the *Additional Advice Note – for developing and operating future permit schemes (January 2013)*, and in accordance with the maximum fee levels specified in Regulation 30.

9.2.1.2 Fees for each WaSP scheme Permit Authority are given in Appendix G and detailed in authority Addendum (Chapter 18).

9.2.1.3 Income from the scheme will only be used to meet the allowable costs of running the scheme.

9.3 Waiving permit fees

9.3.1.1 Regulation 30 also provides a mechanism for discounting or waiving the normal permit fee. Under the WaSP scheme a promoter will not be charged a fee:

- if the activity promoter is a highway authority or is carrying out Works For Road Purposes (works on behalf of a highway authority)
- if a permit is deemed to be granted because the Permit Authority had failed to respond to an application in the time required
- if a permit variation is initiated by the Permit Authority
- where the Permit Authority has to revoke a permit through no fault of the activity promoter there will be no charge for a replacement permit.
- for the maintenance of fire hydrants carried out by the fire service or a contractor designated by the fire service to carry out this work on their behalf
- where the works are Diversionary Works as a result of a Major Highway or Bridge works, initiated by the Highway Authority, as described in Section 86 of NRSWA.

9.3.1.2 In addition, the Permit Authority may waive an individual charge where it considers such action is merited.

9.4 Reduced permit fees

9.4.1.1 A minimum discount of 50% will be applied in the following situations.

9.4.2 Collaborative works

9.4.2.1 Regulation 31(4) provides for a permit fee discount where activity promoters are collaborating, either in timing or extent of the programmed activity, to reduce the

impact of their works. This includes where statutory undertakers are collaborating with highway authority works.

- 9.4.2.2 The Permit Authority must be satisfied that all activities are designed and are being undertaken in a manner that minimises the impact of the works. All promoters must apply for a permit and these must be cross-referenced to one another so that the Permit Authority is able to identify the scope of the collaborative working. The applications must be made within three days of one another.

9.4.3 *Multiple applications for single activity*

- 9.4.3.1 The Statutory Guidance requires the Permit Authority to apply a discount where an activity promoter submits multiple permit applications where an activity is part of a project that involves working on more than one adjacent streets. For example if repairs on a pipe go round a corner from one street into another. It is not intended to cover whole area wide projects in a single permit.

9.4.4 *New Connections*

- 9.4.4.1 A discount will be applied where a new connection is being made at the request of a statutory undertaker's customer. This will only apply in the case of completely new or first time connections.
- 9.4.4.2 The statutory undertaker will be required to show clearly on the customer invoice that the permit fee is waived by the Permit Authority, and indicate that this is part of a joint agreement with the Permit Authority. A copy of this invoice must be provided to the Permit Authority if required.

9.4.5 *Working only outside traffic-sensitive times*

- 9.4.5.1 A discount will be applied where an activity promoter is able to undertake their works outside of traffic-sensitive times on a strategically significant street.
- 9.4.5.2 In general, this is only applicable on works that are less than one-day duration since these can fall between or after peak periods. However, this discount should also be applied to works where carriageway impact is minimised for peak or traffic-sensitive periods, for instance opening up the carriageway by using plating, or a change of traffic management/control etc when operatives are not working on site.
- 9.4.5.3 Suitable permit conditions would need to be attached (Chapter 6), and it would be necessary to gather evidence from site (for instance photos or inspection records) to show that this condition was being maintained for the duration of the activity or as agreed. Suitable evidence provided by the activity promoter or contractor should be acceptable as long as it meets the requirements of the Permit Authority to ascertain compliance.

9.4.6 *Innovation*

- 9.4.6.1 A discount will be applied where the activity promoter is able to undertake their works using an innovative working practice and achieve a saving in disruption.
- 9.4.6.2 In order to apply this discount there must be quantifiable benefits, for instance either a significant reduction in duration or a physical reduction in site footprint that allows a higher level of trafficking.
- 9.4.6.3 The Permit Authority should, where possible, quantify this benefit economically, in order to justify this discount. These situations should be highlighted within the WaSP scheme authority's annual report.
- 9.4.6.4 It will be the intention of the WaSP scheme that the Working Group will work with statutory undertakers to define more clearly situations where this discount may be

applied and this will become part of the WaSP scheme Operational Guidance. As new technologies or methodologies become the norm then these agreements may need to be reconsidered regularly.

9.4.7 Economic development

- 9.4.7.1 A discount may be applied where it is demonstrated that an activity provides significant economic benefit to the local authority or Council. For instance supplies for a new development, or where it is demonstrated that a network investment programme is being undertaken to meet customer demand.
- 9.4.7.2 The WaSP scheme Operational Guidance will detail instances when this discount will be applied.

9.4.8 Other situations

- 9.4.8.1 Each WaSP scheme authority may waive an individual charge or offer a discount where it considers such action is merited.

9.5 Individual authority discounts

- 9.5.1.1 Each WaSP scheme Permit Authority may set out additional circumstances where it will always waive or discount permit fees and this will be contained in the authority's Addendum (Chapter 18).

9.6 Additional charges

- 9.6.1.1 Where a variation to extend a permit takes that permit into a higher works category, the activity promoter will be required to pay the difference between the permit fees for the two categories as well as the permit variation fees.

9.7 Fee review

- 9.7.1.1 Each WaSP scheme authority will review its level of fees annually to ensure that the overall fee income does not exceed the allowable costs. The outcome of the annual fee reviews will be published and open to public scrutiny.
- 9.7.1.2 If a sustained surplus or deficit occurs over a number of years the fee levels will be adjusted accordingly.

9.8 Invoicing arrangements

- 9.8.1.1 Problems with electronic systems, or incorrect sequencing of notices, or other reasons may lead to differences between the activity promoter and the Permit Authority over what each party consider applicable charges.
- 9.8.1.2 It is therefore anticipated that for each month a 'draft invoice' will be produced and submitted to the activity promoters for them to review and reconcile with their own systems.
- 9.8.1.3 Following this submission there will be a ten-day period to enable the activity promoter to agree the charges with the Permit Authority.
- 9.8.1.4 Following agreement, the Permit Authority will submit a final invoice under its normal terms of payment.
- 9.8.1.5 The WaSP scheme Operational Guidance will set out a process for invoicing and payment terms.

10 Charging for overrunning activities

- 10.1.1.1 The WaSP scheme authorities will operate an overrun charging scheme under Section 74 of NRSWA, along side this permit scheme.
- 10.1.1.2 The scheme will apply as set out in the Street Works (Charges for Unreasonably Prolonged Occupation of the Highway) (England) regulations and any future amendments as detailed in regulations or the relevant code of practice.
- 10.1.1.3 Permit scheme regulation 37(4) modifies Section 74 of NRSWA to allow the duration of the activity to be set or modified through the permit application and variation process.
- 10.1.1.4 Where the permit Authority has reason to believe that overrun charges are being avoided through the misuse of permit phases, it will treat a subsequent permit application as an illegitimate use of phases (see 8.2.4).
- 10.1.1.5 Activities carried out by, or on behalf of, a highway authority are not subject to Section 74 overrun charges. However, under the WaSP scheme promoters of such activities will be required to follow the same procedures as promoters who are undertakers. The Permit Authority will inspect such activities in the same way as an undertaker's activity and will provide Key Performance Indicators (KPIs), as described in Chapter 14, as an indication of performance in relation to overrunning works.
- 10.1.1.6 For the purposes of Section 74, those strategically significant streets that do not fall into the regulatory definition of "traffic sensitive" will not be charged at the higher section 74 rates (see section 4.2.4).

11 Permit Offences and sanctions

11.1 Permit offences

- 11.1.1.1 The permit regulations create two offences for statutory undertakers
- Carrying out activities on the street without a permit, or in the case of immediate works not applying for a permit within two hours of the works starting
 - Carrying out activities on the street or highway in a way that contravenes the conditions attached to a permit, or the conditions that are applied to an immediate activity before a permit is issued for those activities.
- 11.1.1.2 Permit offences do not apply to highway authority activities, however the Permit Authority will monitor these activities in the same way it does statutory undertakers to ensure a consistent approach (see Chapter 14).
- 11.1.1.3 Immediate activities may start without a permit in place, however, the activity promoter must apply for a permit within two hours of starting work or by 10:00 the following working day where the activity begins outside of normal working hours. The activity promoter can then continue working within the terms of any conditions that apply to its application, for example regarding working hours (see section 6.5).
- 11.1.1.4 The Permit Authority will issue a permit within two days of the activity starting. Once issued, the activity promoter is bound by the terms of the permit and the attached conditions. This supersedes the terms in the application and any previous conditions set by the authority.

11.2 Working without a permit

- 11.2.1.1 Regulation 19 creates the criminal offence for an undertaker or someone acting on its behalf to undertake works without a valid permit.
- 11.2.1.2 A permit will cover a specified activity at a specified location at specified times as described by the permit start and end dates. These are referred to in the scheme as the permit terms and any activity that contravenes them is an offence. All elements of the activity must be completed within the start and end date of the permit – this includes not only the opening of the street, but all the ancillary work as well, such as stockpiling materials, setting up and disbanding traffic management and clearing the site.
- 11.2.1.3 To avoid committing an offence some situations that must be considered by the activity promoter
- Once a permit expires, it cannot be varied. A new permit must be raised.
 - An activity promoter may be committing an offence if it starts, or continues to work after cancelling a permit.
 - Immediate activities may start without a permit in place however the activity promoter must apply for a permit within two hours of starting work or by 10:00 the following working day where the activity begins outside of normal working hours (section 4.3.6).
 - Where there is a dispute over the terms of a permit then the dispute procedure described in Chapter 12 should be used. In these cases the Permit Authority may not issue a permit until the dispute is resolved or, in some cases, it might issue a permit with its own conditions attached. This is also covered in Chapter 7.

- Where a Permit Authority fails to respond to an application within the prescribed timescale, a permit is deemed to be issued in the terms of the application. There is no requirement for the activity promoter to cancel the application and resubmit (see section 7.1.5).

11.3 Breaching the conditions of a permit

- 11.3.1.1 Regulation 20 creates the criminal offence for an undertaker or someone acting on its behalf to undertake works in breach of a condition.
- 11.3.1.2 The conditions included in a permit will be recorded in the permit register. If a permit is varied, a new permit will be issued and any new conditions will be included and recorded. The Permit Authority and activity promoter will endeavour to ensure that conditions are precise so that both can easily check performance on site against the approved conditions.
- 11.3.1.3 Standard conditions will apply to immediate activities for the period before a permit is issued (see section 6.5). The WaSP scheme authorities may also detail further conditions that should be applied to all Immediate activities within their Addendum (Chapter 18) or as part of the WaSP scheme Operational Guidance.

11.4 Sanctions

- 11.4.1.1 Where possible the Permit Authority will seek to resolve problems informally to achieve compliance with the permit scheme. Where this fails, or where an activity promoter persistently offends, or the Permit Authority considers that an informal resolution is not appropriate, then the Permit Authority has three sanctions it may use
- Issue a notice to take remedial action
 - Issue a Fixed Penalty Notices
 - Prosecution

11.4.2 Remedial action

- 11.4.2.1 Regulation 18 allows the Permit Authority to issue a notice requiring remedial action within a timeframe where a promoter is working without a permit or in breach of a permit condition.
- 11.4.2.2 The remedial activity may include removing the activity, remedying the breach of condition or discontinuing the obstruction.
- 11.4.2.3 The steps the Permit Authority requires the activity promoter to take, and the timeframe set out in the notice, will be reasonable for the circumstances.
- 11.4.2.4 Where a promoter does not take the remedial action within the timeframe, the Permit Authority will take such steps as it considers appropriate to achieve the outcome in the notice, and may recover any costs from the undertaker.

11.4.3 Fixed Penalty Notice

- 11.4.3.1 Regulations 21 to 28 (and Schedules 1 and 2) authorise permit authorities to issue Fixed Penalty Notices (FPNs) in respect of criminal offences. Fixed Penalty Notices offer the offender an opportunity to discharge liability for an offence by paying a penalty amount.
- 11.4.3.2 The Permit Authority will follow the FPN procedure set out in the *Code of Practice for Permits* Chapter 18 and the regulations, and any subsequent amendments.
- 11.4.3.3 Prosecution through the magistrates court remains an option for the Permit Authority.

11.4.4 Prosecution

- 11.4.4.1 The authority may prosecute the offence through the courts following the usual processes. Normally this option will be invoked where an undertaker is persistently offending on an issue that the Permit Authority considers serious.
- 11.4.4.2 Decisions on the prosecution of alleged offences are for the Permit Authority. Prosecution should not necessarily be the preferred option - the process can be time consuming and even FPNs do not offer an immediate solution.

12 Dispute procedures

12.1.1.1 Permit authorities and activity promoters must use their best endeavours to resolve disputes without having to refer them to a formal appeals procedure. However it is recognised that occasionally this may not be possible.

12.1.1.2 If agreement cannot be reached locally on any matter arising under this permit scheme or the associated Code of Practice for Permits or regulations then the dispute should be referred on the following basis.

12.1.2 *Straightforward issues*

12.1.2.1 Where the Permit Authority and the activity promoter(s) consider that the issues involved in the dispute are relatively straightforward, the matter will be referred initially to the WaSP Operational Group as a matter for discussion and advice.

12.1.2.2 If this fails to provide a solution acceptable to either party, then the matter will be referred to impartial members of the Permit Authority's regional HAUC for review. That review should take place within five working days from the date of referral. The Permit Authority will accept the result as binding.

12.1.3 *Complex issues*

12.1.3.1 If the Permit Authority and the activity promoter(s) involved in the dispute think the issues are particularly complex, HAUC (UK) will be asked to set up a review panel of four members - two utilities and two street authorities. One of the four persons will be appointed as Chair of the panel by the HAUC (UK) joint chairs.

12.1.3.2 Each party must make all relevant financial, technical and other information available to the review panel. The review would normally take place within ten working days from the date on which the issue is referred to HAUC (UK). The Permit Authority will accept the conclusions of the review panel as binding.

12.1.4 *Adjudication*

12.1.4.1 If agreement cannot be reached by the procedures described, for instance if one or more of the parties does not accept the ruling of the Regional HAUC or HAUC (UK) review as binding, the dispute should be referred to independent adjudication provided that the parties agree that the decision of the adjudicator is deemed to be final. The costs of adjudication will be borne equally unless the adjudicator considers that one party has presented a frivolous case, in which case costs may be awarded against them. Where the adjudication route is followed, the parties should apply to the joint chairs of HAUC (UK), who will select and appoint the independent adjudicator from suitable recognised professional bodies.

12.1.5 *Arbitration*

12.1.5.1 Disputes relating to matters covered by the following Sections of NRSWA may be settled by arbitration, as provided for in Section 99 of NRSWA.

- Section 61 (6) - consent to placing apparatus in protected streets
- Section 62 (5) - directions relating to protected streets
- Section 74 (2) - charges for occupation of the highway where works are unreasonably prolonged
- Section 74A (12) - charges determined by reference to duration of works
- Section 84 (3) - apparatus affected by major works
- Section 96 (3) – recovery of costs or expenses

13 Related matters

13.1 Temporary Traffic Restriction Orders

- 13.1.1.1 Provisions governing temporary road closures and traffic restrictions for works or other activities in the street are found in Sections 14 to 16 of the *Road Traffic Regulation Act 1984*, as amended by the *Road Traffic (Temporary Restrictions) Act 1991*, and regulations made under the 1984 Act and subsequent amendments.
- 13.1.1.2 Each WaSP scheme authority will have their own processes in place to manage Temporary Traffic Regulation Orders (TTROs) and the following section offers advice on the general principals.
- 13.1.1.3 There are two procedures;
- Where urgent action is needed the Permit Authority as traffic authority may issue a **'temporary notice'** imposing a short-term closure or restriction. Prior notice is not necessary. The notice is limited to 21 calendar days if there is a danger to the public or risk of serious damage to the road, independent of street works -a leaking gas main, for example. It can be extended by one further notice. The notice is limited to five days if there is no risk of danger or damage.
 - In less urgent cases the traffic authority may make a **'temporary order'**, which may remain in force for up to 18 months. This is limited to six months for footpaths, bridleways, cycle tracks and byways open to all traffic.
- 13.1.1.4 A temporary notice and a temporary order may provide that restrictions have effect only when traffic signs are lawfully in place. This will help limit traffic disruption where activities progress along a length of road.
- 13.1.1.5 In extraordinary circumstances, the Road Traffic Act 1991 Section 49(4A), allows the police to suspend designated street parking places temporarily to prevent or mitigate traffic disruption, or danger to traffic. This could prove useful to promoters carrying out emergency works.
- 13.1.1.6 The following sections provide a basic guidance to the issuing of a temporary order or notice, however the WaSP scheme Operational Guidance provides additional detail and each WaSP scheme authority will make relevant forms and their own processes available on their website.
- 13.1.1.7 Activity promoters should be aware of additional timescales the traffic authority may need to process such approvals and build this into their application.

13.1.2 **Temporary notices**

- 13.1.2.1 This procedure will only apply to immediate activities.
- 13.1.2.2 The promoter will inform the traffic authority as soon as practicable if a closure or traffic restriction is needed, or in any case with the Immediate permit application. This will be done in the manner prescribed by the Permit Authority on their website and detailed within the WaSP scheme Operational Guidance and approval will be given retrospectively.
- 13.1.2.3 The authority will consult with the police and all relevant parties, and confirm, as soon as possible, whether a notice will be made.
- 13.1.2.4 It may be necessary to agree changes to the site set up or permit as required before approval is given.

- 13.1.2.5 The traffic authority must state in the notice:
- the reason for issue
 - its effect
 - alternative routes (where applicable); and,
 - the date and duration of the notice.
- 13.1.2.6 The traffic authority must also notify the emergency services and any other traffic authority with roads that may be affected. This should be done on, or before, the day the notice is issued.

13.1.3 Temporary Orders

- 13.1.3.1 The traffic authority must publish notice of intention to make a temporary order at least seven days in advance. If the order is expected to last for more than 18 months because activities are to be executed on or near the road, it is advisable to make application for a Permanent Traffic Regulation Order. Any Orders should be revoked as soon as the activity is completed.
- 13.1.3.2 The traffic authority must also notify the emergency services and any other traffic authority with roads that may be affected. This should be done on, or before, the day the order is issued. These bodies should be consulted, as well as notified, if the closures are expected to last for more than 18 months.
- 13.1.3.3 A temporary traffic order is generally needed for planned activities in the street (except where the order follows a closure notice). If a closure order is needed, the activity promoter should notify the traffic authority at least three months in advance. This will allow the Permit Authority time to consult, and to obtain approvals and advertise the order.
- 13.1.3.4 Activities that require a temporary traffic order are automatically classed as Major and require at least three months notice for applying for a PAA.
- 13.1.3.5 The promoter must submit all the information needed to justify a road closure with the application for an order.
- 13.1.3.6 As set out above it will be a condition of a Permit where a temporary traffic order is required that the order will be in place before the activity, or the relevant part of the activity, starts on site.

13.1.4 Continuation of Closures and Restrictions

- 13.1.4.1 A five-day temporary traffic closure or restriction notice cannot be extended.
- 13.1.4.2 A 21-day temporary notice can be extended by one further notice giving up to 21 days more. Both five-day and 21-day notices may be followed immediately by a temporary order. This may be made without the seven days prior notice normally needed for such orders.
- 13.1.4.3 If the original estimate of the duration of the activity changes, a request for a permit variation will be necessary.
- 13.1.4.4 There will be cases where works will unavoidably overrun the temporary notice period. Where this is apparent from the beginning, promoters must inform the traffic authority. The authority will take the necessary follow-up action without delay, to enable the activity to continue uninterrupted.
- 13.1.4.5 If the overrun becomes apparent only after the activity has started, the activity promoter should immediately inform the Permit Authority that either a further notice

or an order will be required. This may be needed before the request for a Permit variation is made.

13.1.4.6 It might not be possible to make a follow-up order before a five-day notice expires. The activity may have to be suspended, and the site temporarily restored to traffic until the correct procedures have been followed. The traffic authority will try to minimise both, the number of cases where this happens, and, where it is unavoidable, the period of suspension involved. This problem is unlikely to arise in the case of a 21 day temporary order.

13.1.4.7 Subject to the time limit for temporary orders, see above, a closure or restriction imposed by a temporary order may be continued by a further order. If this is required, the activity promoter should notify the traffic authority immediately, giving, wherever possible, at least one month's notice.

13.1.5 Policy

13.1.5.1 When a notice or order has been made, the activity promoter must comply with the requirements of the traffic authority and the police for the closure of the road.

13.1.6 Charges

13.1.6.1 Section 76 of NRSWA allows traffic authorities to recover the costs of issuing temporary notices or making TTROs. Upon receipt of an application for a TTRO, the Permit Authority can provide utilities with the estimated cost. These costs are not part of the WaSP scheme. Invoices will be itemised, for example:

- cost of the order;
- advertising in local papers;
- administration fees.

13.1.6.2 There may also be charges made for erecting and maintaining the on-site notices that are required.

13.2 Working Near Rail Tracks

13.2.1.1 Particular attention must be given to the possible effects of activities taking place at or near level crossings. Promoters planning works in such locations must refer to Appendix C of the *Code of Practice for Permits* or as subsequently amended, which sets out Network Rail's requirements.

13.3 Vehicle Parking at Street and Road Works

13.3.1.1 This is not safety advice. The Code of Practice on Safety at Street Works and Road Works should always be consulted.

13.3.2 Vehicle within activity site

13.3.2.1 A works vehicle may be parked in an activity site provided it is necessary for the carrying out of that activity. Basic site layouts are shown in the *Code of Practice on Safety at Street Works and Road Works*. A vehicle entirely within the coned-off area of the site may require a larger coned-off area than would otherwise be the case.

13.3.3 Vehicle outside activity site

13.3.3.1 A vehicle may be parked outside an activity site provided the parking rules that apply to any other vehicle in that street are obeyed. Outside of the activity site, the vehicle has no special status and no exemption from parking enforcement.

13.3.4 Implications

- 13.3.4.1 When assessing the impact of activities the parking of any vehicles associated with the activity must be taken into account. This is a particular problem for activities which, but for the presence of a works vehicle, would take place entirely within the footway.
- 13.3.4.2 If a vehicle is parked adjacent to the activity, in a place that vehicles could not normally use, then it must be part of the activity site. It must be signed and guarded appropriately. The activity is then not wholly confined to the footway but encroaches onto the carriageway. Applications for permits must reflect this.

13.3.5 Parking restrictions

- 13.3.5.1 The Traffic Regulation Order imposing parking restrictions on a particular street should already contain an exemption allowing for activities to take place in a parking bay. Promoters should check whether any further dispensation is required well before the works are due to start.
- 13.3.5.2 In situations where it is essential to the traffic management of an activity to suspend parking bays may require model condition WS43 to be used to ensure that these dispensations are in place before the activity commences.
- 13.3.5.3 Each authority will have its own processes to follow in this regard and relevant contact details will be provided in the WaSP scheme Operational Guidance or on the Permit Authority web site.
- 13.3.5.4 Activity promoters should be aware of other timescales the traffic authority may need to process such approvals, and they should build this into their application lead-in period. In addition there may be other costs outside the scope of the WaSP scheme.

13.4 Storage of Materials

- 13.4.1.1 Activity promoters and permit authorities should take care to place materials so that they do not cause an obstruction to road users. This is especially important if materials are stored away from the activity site but still within the highway boundaries. The storage must have its own permit with conditions if it is separate from the activity site.
- 13.4.1.2 Where the storage of material causes problems such as congestion then model condition WS20 may be applied to ensure the removal of the materials.

13.5 Apparatus belonging to others

- 13.5.1.1 There may be other apparatus where activities are planned and under NRSWA Section 69, those carrying out activities must ensure that the owners of that apparatus are able to monitor the activity and that requirements to take reasonable steps to protect the apparatus are followed. Failure to do so is a criminal offence.

13.6 Assessing the Impact of Activities

- 13.6.1.1 All activities in the highway have a disruptive effect on traffic, including vehicular and pedestrian. The Disruption Effect Score is a simple numeric indicator of the disruption likely to arise from a given activity. An impact assessment is a broad indicator of the potential disruption that could arise from an activity on the highway.
- 13.6.1.2 The Permit Authority may undertake an impact assessment or request that the activity promoter provides such an assessment as part of the permit application process. The impact assessment will be used within the co-ordination process to

prioritise activities according to their potential for causing disruption. The assessment may also be used to provide public information on the disruptive effects of activities.

- 13.6.1.3 Details of the calculations and how to make use of the resulting disruptive effect score are given in appendix E.

13.7 Maintenance of Undertaker's Apparatus

- 13.7.1.1 Undertakers have a duty under NRSWA Section 81 to maintain apparatus in the street to the reasonable satisfaction of the street authority, having regard for the safety and convenience of traffic, the structure of the street, and, integrity of apparatus in it. Bridge, sewer and transport authorities also have an interest, so far as any land, structure or apparatus they own is concerned.
- 13.7.1.2 Most undertakers have statutory obligations to maintain their networks - quite apart from which, they must maintain systems in efficient working order to properly discharge their safety and service obligations to their customers.
- 13.7.1.3 Thus authorities and undertakers have a shared interest in the proper maintenance of apparatus in the street.
- 13.7.1.4 As with reinstatements, it is important that the street authority reports any apparatus in an unsatisfactory condition quickly and accurately and includes the level of severity of the problem. The owner must respond and carry out any necessary remedial works within the reasonable timescales agreed with the street authority.
- 13.7.1.5 WaSP scheme authorities will operate Section 81 as described in the regulations, the *Code of Practice for Permits* and the ETON technical specification, as well as any guidance issued by HAUC, and it is expected that undertakers carry out their obligations in this regard. Further guidance on process is contained within the WaSP scheme Operational Guidance.

13.8 Diversion Routes

- 13.8.1.1 Any diversion of vehicles, pedestrians or cyclists that is required must be agreed with the Permit Authority in advance of the activity taking place. Additional consultation may be required with interested stakeholders, and the route must be agreed to be suitable for the purpose.
- 13.8.1.2 The Permit Authority may require a traffic management drawing and a signing schedule as part of the illustration of the activity to show the proposed route(s) and signs.
- 13.8.1.3 The illustration or the agreements made must be referenced in the permit application by attaching model condition WS30 to the permit.
- 13.8.1.4 When a diversion is in use it is expected that the activity promoter or their contractors will check the diversion route signage on at least a daily basis to ensure that the signs are visible and in the correct positions. This applies to all kinds of diversion; vehicular, cycle, pedestrian etc.
- 13.8.1.5 When a diversion route is not required, for instance when a road is opened out to traffic for a period of time, then the sign faces should all be covered or removed so they do not cause confusion or further disruption to the travelling public. Once the diversion is no longer required then the signage must be removed immediately.
- 13.8.1.6 Should an activity requiring a diversion overrun then the signage must remain in place and be maintained as long as the diversion is required.

- 13.8.1.7 A condition in the form of WS42 must be attached for all activities where a diversion is in place.

13.9 Emergency Traffic Management

- 13.9.1.1 Immediate activities can cause significant disruption on any street due to the unknown nature of the cause.
- 13.9.1.2 Prompt notification and clear understanding of these kinds of situation enable the Permit Authority to implement contingency plans to initiate additional traffic management arrangements (such as adjustments to traffic signals etc) and to make information available to the travelling public as quickly as possible to mitigate the impact of that activity.

13.9.2 Streets subject to Immediate Notification

- 13.9.2.1 Some streets or parts of a street are particularly vulnerable to traffic disruption. For these locations the Permit Authority may wish to have the earliest possible information about an Immediate activity to enable it to initiate traffic management arrangements and provide information to the public that will mitigate the impact of the activity.
- 13.9.2.2 Typically, these will be key routes, pinch points or busy pedestrian areas and the activity promoter undertaking Immediate activities should contact the highway authority prior to carrying out the activity on that street.
- 13.9.2.3 Such street sections will be defined in the authority's ASD as those where "early notification of immediate activities is required" and the situations when this is necessary and the manner of contacting the Permit Authority will be clearly defined. These roads will also be within the WaSP scheme Operational Guidance.
- 13.9.2.4 The promoter or contractor should adhere to any directions or recommendations that are made by the Authority in these cases so that the surrounding network impact may be managed by the authority.

13.9.3 Severe traffic control

- 13.9.3.1 By their nature, Immediate activities might require the use of traffic control at very short notice to manage a situation that might cause danger to the general public or the site.
- 13.9.3.2 Since it is unlikely that there has been substantial pre-planning of these activities, where the activity promoter requires either the use of temporary traffic signals or finding it necessary to close a road at any point during the life of an Immediate activity, the Permit Authority must be contacted prior to implementing these traffic management provisions.
- 13.9.3.3 The standard condition WS61 will be attached to all Immediate works so that should this condition apply at any point during these works the activity promoter is aware of their duty to comply with the condition.
- 13.9.3.4 It is recognised that in certain circumstances it may be necessary to implement such traffic control measures first, to minimise risk to the public. But it is important to ensure that the discussion with the Permit Authority takes place as a priority in these situations and should not be left for a period of time.
- 13.9.3.5 The use of this condition ensures that the wider interests of the general public are taken into account and that the authority is able to best manage these activities.

13.10 Specialist materials

- 13.10.1.1 Notwithstanding the provisions of NRSWA Section 70, there may be occasions where it is agreed as part of the coordination and permit application process that an interim or permanent reinstatement should take place as part of the activity allowed by a permit.
- 13.10.1.2 In some locations, the Permit Authority may require a first time permanent reinstatement using specialist materials. Such areas will typically be high amenity areas that are important locally for tourism or where there is high footfall or regular events, where the Authority feels that a suitable first time permanent reinstatement is required to ensure the aesthetic impact is not reduced.
- 13.10.1.3 These areas will be specified by the Permit Authority within their ASD and will also be provided as part of the WaSP scheme Operational Guidance.
- 13.10.1.4 Examples of specialist materials might be York Stone, resin paving systems or as determined by the Authority.
- 13.10.1.5 Where the activity is planned then model condition WS52 will be used to ensure that the appropriate materials and operatives are required to be available before the activity can commence.
- 13.10.1.6 In the case of Immediate activities, or planned activities where the specialist material cannot be sourced in time and there is an agreement with the permit Authority that condition WS52 will not be required, condition WS51 should be attached to the permit application. This will ensure an interim reinstatement is undertaken to make the site safe as quickly as possible and to enable a high quality permanent reinstatement to be correctly planned rather than a poor permanent reinstatement being undertaken on the first pass.
- 13.10.1.7 The permanent reinstatement must be completed within 6 months as given in NRSWA Section 70(4): "If it is interim, he shall complete the permanent reinstatement of the street as soon as reasonably practicable and in any event within six months (or such other period as may be prescribed) from the date on which the interim reinstatement was completed; and he shall notify the street authority when he has done so"
- 13.10.1.8 Should condition WS52 be applied following agreement and the specialist material not used on completion of the activity, the duration of the return permit, over and above the prescribed period, may be subject to Section 74 overrun charges, unless a variation has been accepted to remove this condition prior to the end date of the permit.

13.11 Temporary traffic signals

- 13.11.1.1 Any use of temporary traffic signals requires agreement from the Permit Authority. The EToN technical specification provides a transaction for the activity promoter to submit an application for temporary traffic signals that is linked to a particular PAA, permit or application.
- 13.11.1.2 Typically an application for temporary signals will include information such as:
- Traffic management drawing showing site layout
 - Signal operating pattern, for example during the working day, 24hr operation, overnight, off-peak etc

- Signal configuration, for example stop/go, two-way, two-way with junction, multi-way etc
- Detail on timings of signals and phasing, particularly for the use of multi-way signals or where timings on two-way signals alters during the day to take into account and help control tidal flow of traffic etc.
- Whether the signals should be manually operated at any time to help ease traffic flows and minimise delays.

- 13.11.1.3 The authority will consider the application in the context of the proposed activity and if the activity promoter has provided all the required information relating to the operation of the temporary signals to the satisfaction of the Permit Authority, it will be approved.
- 13.11.1.4 If the application is not approved then the Permit Authority will provide the reasons for non-approval as part of the response. This application response will be separate to the response to the linked permit application or PAA.
- 13.11.1.5 An application may be re-submitted multiple times until it is approved by the Permit Authority.
- 13.11.1.6 Activity promoters should note model condition WS43 must be attached to a permit application for any activity that requires the use of temporary traffic signals, whether or not at the point of issue an application for temporary signals has been submitted. A permit may be issued if WS43 is attached and the rest of the application is acceptable to the Permit Authority, even if the temporary signals application has not been either submitted or approved. Should works being without such approval, the activity promoter may be committing an offence.
- 13.11.1.7 Activity promoters should note that approval of temporary signals may require a longer time period than the notice period of a Minor, or Standard, or Major follow-up permit application and so should be mindful of this when submitting the permit applications and allow extra time on the notice period.
- 13.11.1.8 The WaSP scheme Operational Guidance provides a commitment from all WaSP scheme authorities to meet, where practicable, certain timeframes for approving different temporary signal configurations, although it should be noted that certain agreements will necessitate a longer period to assess and discuss with stakeholders.
- 13.11.1.9 For Immediate activities the traffic signal application must be submitted with the Immediate application where it is anticipated that temporary traffic signals are to be used. Where the activity is taking place in a strategically significant street the activity promoter must contact the Permit Authority by telephone immediately to inform them.
- 13.11.1.10 Where during the course of any activity it is considered necessary by the activity promoter to change the method of traffic management to using temporary traffic signals, the activity promoter must contact the Permit Authority immediately (and in any case before the signals are put in place) to discuss this change of traffic control.
- 13.11.1.11 The WaSP scheme authority may accept traffic signal application forms outside of the EToN process. A suitable procedure is set out in the WaSP scheme Operational Guidance.

13.12 Environmental Issues

- 13.12.1.1 Any site must be maintained in a suitable manner, particularly when left unattended. This includes ensuring materials, spoil and equipment is stored in a

tidy manner and in a way that ensures they cannot be tampered with and do not spill out of the works areas.

- 13.12.1.2 Activity promoters are strongly advised to liaise with the authority's arboriculture consultants and other environmental officials along with any necessary borough or district council officers when drawing up their proposals. This should ensure that wherever possible, and at reasonable cost, any environmental requirements can be met.
- 13.12.1.3 The Permit Authority will often be best placed to advise on these matters on receipt of permits but the onus lies on the activity promoter to do so wherever possible before the activity is planned to commence.
- 13.12.1.4 A promoter considering burying plant and apparatus that is currently above ground should contact any other utility with similar apparatus to see whether it wishes to share the underground facility.
- 13.12.1.5 There may be occasions where additional care must be taken in regards to maintaining the site in a clean and tidy manner throughout the duration the activity. This might include swift removal of any spillage of materials onto the public highway or waste from a site.
- 13.12.1.6 In such circumstances, a condition requiring action at the end of any activity period that the activity promoter must ensure that waste, whatever the source, must not be left on site, may be imposed. A condition in the form of WS71 will be attached or imposed but will normally only be applied to activities on specific roads due to environmental reasons, high footfall, planned event or within a tourist area.

14 Monitoring the permit scheme

- 14.1.1.1 The objectives of the permit scheme are set out in section 2.3. As required by regulations the Permit Authority will provide metrics to show how the scheme is being operated and to measure whether the objectives are being met.
- 14.1.1.2 All highway authority and statutory undertaker activities will be included to show operational parity.
- 14.1.1.3 The performance metrics will be based upon Operational Measures and Key Performance Indicators that will enable permit authorities to monitor their own performance and continuous improvement year on year.
- 14.1.1.4 Permit authorities will make every reasonable effort to obtain data for these measures in a consistent manner. However, it is recognised that different EToN systems may not be able to provide some of this data and some permit authorities may not be able to collate some measures or KPIs accurately or with confidence. There is therefore also a requirement that permit authorities keep records outside of their EToN system.
- 14.1.1.5 KPIs and Operational Measures will be published monthly by individual WaSP scheme authorities and will be made available in a raw format (without additional analysis) on their websites and at performance and coordination meetings.
- 14.1.1.6 An annual report will be produced by each individual Permit Authority to evaluate the scheme objectives within their operational area.
- 14.1.1.7 It may be that the WaSP scheme authorities as a group compare and evaluate the annual KPIs and Operational Measures more fully to consider how the scheme operates across the region as a whole and to look at standardising practices and identify differences.

14.2 Key Performance Indicators

- 14.2.1.1 A key objective of the scheme is to ensure parity of treatment for all activity promoters particularly between statutory undertakers and highway authority works and activities, as required by Regulation 40.
- 14.2.1.2 Equality and parity of treatment will be measured through key performance indicators. The *Code of Practice for Permits* requires that a permitting scheme must use at least four of the seven given performance indicators, of which KPIs 1 & 2 are mandatory.
- 14.2.1.3 Parity of treatment will be demonstrated through the following core indicators:
- KPI 1 – The number of permit and permit variation applications received, the number granted and the number refused
 - KPI 2 – The number of conditions applied by condition type
 - KPI 3 – The number of approved extensions
 - KPI 4 – The number of occurrences of reducing the application period ('early start' requests)
- 14.2.1.4 These KPIs will be measured according to the details provided in the Code of Practice for Permits section 20.3, and detailed as follows

14.2.2 KPI 1: The number of permit and permit variation applications received, the number granted and the number refused

14.2.2.1 It will be expressed as:

- The total number of permit and permit variation applications received, by promoter, excluding any applications that are subsequently withdrawn
- The number granted as a percentage of the total applications made
- The number refused as a percentage of the total applications made

14.2.3 KPI 2: The type and numbers of permit conditions applied

14.2.3.1 The measure is part of KPI 2 and is therefore an indicator of parity. It is considered a core indicator of the scheme. It will be expressed as

- The number of conditions applied, broken down into condition types. The number of each type being shown as a percentage of the total permits issued

14.2.3.2 Although this permit scheme has set out its draft 'model conditions' and each Permit Authority may require specific local conditions, the EToN technical specification provides a facility to record the generic condition types as 'activity conditions'.

14.2.3.3 The model conditions within this scheme will be 'mapped' against the EDG condition types so promoters can relate individual conditions with those used by EToN. This will be issued as part of the WaSP scheme Operational Guidance.

14.2.4 KPI 3: Number of approved extensions

14.2.4.1 It will be expressed as

- The number of requests for extensions shown as a percentage of permits issued
- The number of agreed extensions as a percentage of extensions applied for.

14.2.4.2 Extension requests will be considered by each Permit Authority on their own merits (see section 8.2.3).

14.2.5 KPI 4: Number of occurrences of reducing the application period ('early start' requests)

14.2.5.1 The measure is part of KPI 2 and is therefore an indicator of parity. It is considered a core indicator of the scheme. It will be expressed as The number of requests to reduce the notification period as a percentage of total applications made

- The number of requests for an 'early start' shown as a percentage of applications made
- The number of agreements for an 'early start' as a percentage of requests made.

14.2.5.2 Early starts will be considered by each Permit Authority on their own merits. See Section 5.4.7.

14.3 Operational Performance Measures

14.3.1.1 Operational measures will be used to provide a year on year quantification of aspects of the scheme, which will allow the operators to evaluate and review the scheme and provide trends and data to enable a more comprehensive analysis of the scheme's operation.

14.3.1.2 The measures can be quantified both against baseline data collected on selected streets prior to the commencement of the scheme, and against neighbouring

authorities (those operating and those not operating a permit scheme), or simply ongoing yearly comparative analysis.

- 14.3.1.3 Permit authorities may include their own performance monitoring measures as part of their local political, community or departmental requirements.
- 14.3.1.4 Operational measures detailed in this document are 'draft' metrics. This will allow them to be open to change as new reporting tools or more consistent methods of analysis across the industry are developed, either by the WaSP Operational Groups, the EToN suppliers, the DfT or the National KPI working group.
- 14.3.1.5 The WaSP scheme Operational Guidance provides advice on the detail of what data needs to be recorded or extracted for each of the metrics.
- 14.3.1.6 It is accepted that some authorities will not be able to produce some of the following metrics due to systems or technology limitations.

14.3.2 *Number of overrun incidents*

- 14.3.2.1 The number of activities that are logged by the Permit Authority as overrunning their agreed end date is an indicator of how well the activity promoter's are managing their works and lessening the impact of their works on road users.
- 14.3.2.2 This measure will also allow comparison with neighbouring non-permitting councils to be made. It will be expressed as:
- The number overrun incidents shown as a percentage of permits issued
- 14.3.2.3 Extension requests will be considered by each Permit Authority on their own merits. See Section 8.2.3.

14.3.3 *Average road occupancy and number of days of reduced occupation*

- 14.3.3.1 One of the benefits of permits is that works durations can be judged more effectively and the use of conditions is a greater driver for tighter processes from all activity promoters to reduce their occupation on the highway.
- 14.3.3.2 Additionally analysis of activities that have had their duration reduced, and my how much, will show how the Permit Authority and activity promoters are reducing the overall impact of activities on the highway. It will be expressed as
- The average number of working days for different works categories as compared between periods and other authorities
 - The total number of days of reduced occupation for different works categories as compared between periods and other authorities

14.3.4 *Number of collaborative works and the days of saved occupation*

- 14.3.4.1 The potential economic benefits from shared working space are considerable. In addition, this will show a proactive and positive approach to working together to minimise disruption and occupancy. The number of collaborative works will be expressed as:
- a percentage of all works granted per period.
 - as an ongoing measure, this will also be expressed as the number of collaborative works sites per period, thus enabling a percentage increase/reduction to be calculated.
- 14.3.4.2 Any activity on the highway will be included to show how the Permit Authority is able to coordinate works and other activities proactively.

14.3.5 The number of refused permits by refusal reason

- 14.3.5.1 Actual numbers of applications refused are part of KPI1 and are an indicator of parity.
- 14.3.5.2 Monitoring permit refusals will show clearly the most common reasons for refusal. This is helpful to the activity promoter to identify particular areas where they are failing. The WaSP scheme Operational Guidance will provide a template of standardised refusal codes and texts that must be used by all permit authorities.
- 14.3.5.3 This measure will also show any improvements for each period for the way promoters deal with systematic failures within their processes. It will therefore be a measure of how information quality is improving. It will be expressed as
- The number of each category of failure as a comparison of previous periods

14.3.6 Number of cancellations as a percentage of granted permits

- 14.3.6.1 Since there is a fee for a permit, a statutory undertaker must pay for this even if the works subsequently do not go ahead. This is therefore a disincentive for works to be subsequently cancelled.
- 14.3.6.2 This measure will compare year on year rates of permit cancellation, and more particularly show how these rates fall from those under the notification system. This has a direct benefit to the Permit Authority and the activity promoter since it shows better works management and allows officers and staff to use their time more productively. This measure will be expressed as
- the proportion of notices/permits cancelled each period.

14.3.7 First time permanent reinstatements

- 14.3.7.1 Undertaking a first time permanent reinstatement can reduce general disruption, particularly when traffic management is in place, by removing the need for a return visit to a site.
- 14.3.7.2 Measuring the number of interim reinstatements or the number of first time permanent reinstatements provides a comparison to be made each period, and also allows targets for the WaSP scheme authority to be set to try to drive down interim reinstatements. The metric will be expressed as
- The number of interim reinstatements undertaken as a percentage of total permits issued.

14.3.8 Category A 'in progress' inspection results

- 14.3.8.1 Category A inspections under the NRSWA *Code of Practice for Inspections* look at the way a site is set up; suitability of traffic management, signing and guarding and site safety. This is not just for vehicular traffic, it has particular significance for the safety of pedestrians and those with a disability. This metric will allow
- year on year inspection results to show improvements in this element of works
 - comparison between permit authorities and enable them to consider different inspection regimes and gain a standardised approach to these inspections
 - comparison between highway authority activities and utility activities
- 14.3.8.2 The metric will be expressed as the number of failed category A inspections shown as a percentage of the total A inspections undertaken within a period.
- 14.3.8.3 Where possible the Permit Authority should include highway authority works in their inspection regime. However this is not a requirement under the regulations. If these figures are recorded by the Permit Authority and are considerably lower in

number for highway authority activities it should not be taken as a issue of parity, simply one of process. However this scheme strongly recommends each Permit Authority inspect their own works for road purposes in the same way as utility works as a matter of course.

14.3.9 Permit condition inspection results

14.3.9.1 EToN 6 provides for specific permit compliance inspections which will provide a measure of when the works are compliant and at what stage the works are at

14.3.9.2 Additionally this measure can be evaluated from the number and types of fixed penalty notices issued under regulation 20 (breach of permit condition).

14.3.9.3 It is anticipated that any site that is inspected for a category A inspection will also have a permit conditions checked (and vice versa) and therefore the metric will be expressed in terms of the A inspection figures since different authorities may have different inspection regimes that include more than the statutory 10% random sample. This will allow a general comparison between authorities to be made. This will be expressed as

- Total numbers of FPNs issued under Regulation 20
- The number of individual types of condition breaches under Regulation 20
- The percentage of FPNs against the number of inspections undertaken

14.4 Limits to providing Operational Measures

14.4.1.1 EToN systems used across Permit Authorities have slightly different rule sets about how certain data is extracted or reported upon and therefore it is accepted that this will make it difficult for all permit authorities who are part of this scheme to provide accurate and comparable KPIs and associated measures. Every effort will be made to ensure that all of the data is obtained in as consistent a format as possible across all authorities and details of this are provided in the WaSP scheme Operational Guidance.

14.5 Working groups

14.5.1.1 An aim of this common scheme is to commit members to continuous improvement of the scheme by promoting closer working relationships between permitting authorities and all promoters. It is the intention of the WaSP permitting authorities to closer align their processes and to continue to work with the activity promoters to address issues as they arise.

14.5.1.2 It is anticipated that all permit authorities operating the scheme will form a scheme oversight committee, and from this will establish small working groups to consider specific aspects of the scheme or its operation. These may look at:

- Operational principals
- Best practice
- Site safety
- Fixed Penalty Notice application
- Operational Measures and KPI data collation
- Innovation
- Legal issues

14.5.1.3 The working groups will also provide a point of reference for establishing best practice and encouraging enterprise and innovation in the region from permit authorities and activity promoters.

- 14.5.1.4 Working groups will develop permit advice notes specific to the scheme to encourage consistent application of the scheme principals by both permit authorities and activity promoters.
- 14.5.1.5 Working groups may consider the usefulness of setting specific targets for permit authorities or activity promoters based around one or more sets of operational measures.
- 14.5.1.6 The working groups will publish their minutes openly and encourage discussion between different parties.

15 Transitional arrangements

- 15.1.1.1 The permit regime has been designed to follow closely the processes and timescales of the NRSWA noticing regime.
- 15.1.1.2 The basic rules of transition from noticing to permitting will apply on all roads where the permit scheme operates.
- The permit regime will apply to all activities where the administrative processes, such as application for a permit or Provisional Advance Authorisation, start after the commencement date
 - Activities which are planned to start on site more than one month after the changeover date (for all activity categories including Major) shall operate under the permit scheme. This means that even if the relevant Section 54, Section 55 or Section 57 NRSWA notice has been sent before the changeover, the activity promoter will have to cancel these and re-apply for a permit or PAA
 - Any other activities which started under the notices regime will continue under that regime until completion
- 15.1.1.3 Individual WaSP scheme authorities may choose to commence operating their scheme for a period of time where the permits and/or FPNs will not attract a charge. This is for individual authorities to decide and details of these arrangements will be made clear before their scheme is consulted on and be included in the authority's Addendum (Chapter 18).
- 15.1.1.4 As required in Regulation 3, the Permit Authority will give a minimum of 4 weeks notice of commencement of the scheme, following the Order being made by the Secretary of State, to all those previously consulted on the permit scheme.

16 Conflict with other legislation and legal liability

- 16.1.1.1 The Permit Authority will work with activity promoters to promote safe working practices and all parties must act reasonably and responsibly. Each situation will be considered on its merits.
- 16.1.1.2 The Permit Authority will try to ensure that any conditions applied to a permit do not conflict with the activity promoter's obligations under separate legislation. The Permit Authority's intention is that an activity promoter should not be put in a position where they cannot escape being in breach of either permit conditions or other relevant legislation.
- 16.1.1.3 The activity promoter should bring such concerns, conflicts or potential conflicts to the attention of the Permit Authority as soon as is practicable. The Permit Authority will be responsible for resolving the issue with the other body or bodies concerned, e.g. Environmental Health officials, and amending the permit conditions accordingly. If they are not satisfied the activity promoter may invoke the dispute resolution procedure.
- 16.1.1.4 The applicant will be liable for all actions, costs, claims, demands, charges and expense arising out of any activity covered by the WaSP scheme, including those that may arise out of, or be incidental to, the execution of the works.
- 16.1.1.5 Part 8 of the Regulations provides for the disapplication of certain sections of NRSWA, details of which are contained in appendix B of this document.

17 Appendix

17.1 APPENDIX A – Glossary of terms

Activity, activity promoter	Covers both utilities' street works and highway authorities' own works. See Promoter.
Above ground works	Any works (not being overhead works) which do not involve the breaking up or opening of the street or tunnelling or boring under it
Additional street data ("ASD")	Additional Street Data ("ASD") refers to other information about streets held on the NSG concessionaire's website alongside the NSG.
Apparatus	As defined in Section 105 (1) of NRSWA "apparatus includes any structure for the lodging therein of apparatus or for gaining access to apparatus".
Appeal	Where there is an unresolved disagreement between the activity promoter and the Permit Authority about a Permit Authority's decision or actions the promoter may appeal using the procedure in Section 15 of LoPS.
Arbitration	As defined in section 99 of NRSWA, "any matter which under this Part is to be settled by arbitration shall be referred to a single arbitrator appointed by agreement between the parties concerned or, in default of agreement, by the President of the Institution of Civil Engineers"
Bank holiday	As defined in Section 98 (3) of NRSWA, "bank holiday means a day which is a bank holiday under the Banking and Financial Dealings Act 1971 in the locality in which the street in question is situated".
Bar hole	A bar hole is used to detect and monitor gas leaks as described in the code of practice for permits.
Breaking up (the street)	Any disturbance to the surface of the street (other than opening the street).
Bridge	As it says in section 88(1)(a) of NRSWA, "references to a bridge include so much of any street as gives access to the bridge and any embankment, retaining wall or other work or substance supporting or protecting that part of the street"
Bridge authority	As defined in section 88(1)(b) of NRSWA, "bridge authority means the authority, body or person in whom a bridge is vested"
Bridleway	As defined in section 329 of the HA 1980, "bridleway means a highway over which the public have the following, but no other, rights of way, that is to say, a right of way on foot and a right of way on horseback or leading a horse, with or without a right to drive animals of any description along the highway"
BS7666	British Standard number 7666 relating to gazetteers.
Carriageway	As defined in section 329 of HA 1980, "carriageway means a way constituting or comprised in a highway, being a way (other than a cycle track) over which the public have a right of way for the passage of vehicles"
Central Register	A central register is a register covering two or more street authority areas that is maintained by one single authority, the 'register authority'. For example, a central register could include all authorities in a metropolitan area.
Code of Practice for Permits	As published by Department for Transport March 2008.
Conditions Permit	Conditions applied by the Permit Authority as standard conditions or specific conditions to an individual permit. Contained in the EToN activity conditions field
Conditions	
Contravention	As defined in section 329 of HA 1980, "contravention in relation to a condition, restriction or requirement, includes failure to comply with that
Co-ordination Meetings	Quarterly meetings to co-ordinate works in highway authority and neighbouring authorities roads.

Council	As defined in section 329 of HA 1980, "council means a county council, the Great London Council or a local authority"
Critical gyratory or roundabout system	A gyratory or roundabout system where, in the absence of street works or works for road purposes, no less than 5 per cent of peak hour vehicles on average are delayed by more than 20 seconds.
Critical signalised junction	A traffic signal junction at which, in the absence of street works or works for road purposes and at times when the exit is not blocked, no less than 5 per cent of peak hour vehicles on average fail to clear the junction on the first green signal.
Culvert	A structure in the form of a large pipe or pipes, box or enclosed channel generally used for conveying water under a road.
Cycle track	As defined in Section 329 of the HA 1980, "cycle track means a way constituting or comprised in a highway, being a way over which the public have the following, but not other, rights of way, that is to say, a right of way on pedal cycles with or without a right of way on foot".
Day	In the context of the duration of activities, a day refers to a working day, unless explicitly stated otherwise.
DfT	Department for Transport.
Disability	As defined in section 105(5) of NRSWA, "section 28 of the Chronically Sick and Disabled Persons Act 1970 (power to define "disability" and other expressions) applies in relation to the provisions of this Part as to the provisions of that Act".
Disability Equality Duty	Means the duty under Section 49A of the Disability Discrimination Act 1995, inserted by the Disability Discrimination Act 2005 which requires that "(1) Every public authority shall in carrying out its functions have due regard to— (a) the need to eliminate discrimination that is unlawful under this Act; (b) the need to eliminate harassment of disabled persons that is related to their disabilities; (c) the need to promote equality of opportunity between disabled persons and other persons; (d) the need to take steps to take account of disabled persons' disabilities, even where that involves treating disabled persons more favourably than other persons; (e) the need to promote positive attitudes towards disabled persons; and (f) the need to encourage participation by disabled persons in public life. (2) Subsection (1) is without prejudice to any obligation of a public authority to comply with any other provision of this Act.
Distribution Network Operator (DNO) e-government	Operator of an electricity distribution network. The Government objective to deliver efficiency savings while improving the delivery of public services by joining up electronic government services around the needs of customers.
Emergency works	As defined in section 52 of NRSWA
EToN	Electronic Transfer of Notifications, the system defined in the Technical Specification for EToN for passing notices, permit applications, permits and other information between promoters and the Permit Authority.
Excavation	"Breaking up" (as defined above).
Extensible Markup Language (XML)	A self-describing data format providing (amongst other things) a method of transferring data between systems. Note that the UK Government eGIF standard mandates XML for this purpose.
File transfer protocol (FTP)	A method of transferring data between computers defined by RFC959 (RFCs - Request for Comments) are the standard documents that define the operation of the internet).
Fixed Penalty Notice	As defined in schedule 4B to NRSWA, "fixed penalty notice means a notice offering a person the opportunity of discharging any liability to conviction for a fixed penalty offence by payment of a penalty".
Footpath	As defined in Section 329 of the HA 1980, "footpath means a highway over which the public have a right of way on foot only, not being a footway".
Footway	As defined in Section 329 of the HA 1980, "footway means a way

	comprised in a highway which also comprises a carriageway, being a way over which the public have a right of way on foot only".
Frontager	A person or body occupying premises abutting the street.
Frontagers	A person or body occupying premises abutting the street.
Geographical information system (GIS HA 1980	A computer system for capturing, storing, checking, integrating, manipulating, analysing and displaying data related to positions on the Earth's surface.
HAUC(UK)	The Highways Act 1980.
Heavy commercial vehicle	The Highway Authorities and Utilities Committee for the UK.
Highway	As defined in Section 138 of the Road Traffic Regulation Act 1984, "heavy commercial vehicle means any goods vehicle which has an operating weight exceeding 7.5 tonnes".
Highway Authority	As defined in Section 328 of the HA 1980, "highway means the whole or part of a highway other than a ferry or waterway".
Highway works	As defined in sections 1 and 329 of the HA 1980.
Highways Act 1980	"works for road purposes" or "major highway works".
Immediate activities	(dual carriageways and roundabouts); (c) substantial alteration of the level of the highway; (d) provision, alteration of the position or width, or substantial alteration in the level of a carriageway, footway or cycle track in the highway; (e) the construction or removal of a road hump within the meaning of section 90F of the Highways Act 1980; (f) works carried out in exercise of the powers conferred by section 184 of the Highways Act 1980 (vehicle crossings over footways and verges); (g) provision of a cattle-grid in the highway or works ancillary thereto; or (h) tunnelling or boring under the highway"
In	immediate activities are either emergency works as defined in section 52 of NRSWA or urgent works as defined in The Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007.
KPI (Key Performance Indicator)	As defined in section 105(1) of NRSWA
Land	One of the DFT performance indicators used to show parity as defined in Regulation 40, and provided in the Code of Practice for Permits. See Chapter 14.
Local authority	As defined in section 329 of HA 1980, "land includes land covered by water and any interest or right in, over or under land".
Local planning authority	As defined in section 270(1) of the Local Government Act 1972 and includes the Common Council of the City of London.
Local register	Local planning authority has the same meaning as in the Town and Country Planning Act 1990"
Local street gazetteer	A local register is a register that is maintained by a single street authority for their own geographic area and will include information on all streets other than those streets that are the responsibility of another street authority
Main roads	A subset of the NSG containing details of all streets in a local highway authority area, being a self-contained entity created and maintained by the local highway authority covering all streets in their geographic area regardless of maintenance responsibility
Maintainable highway	All streets in reinstatement categories 0, 1 and 2 and those streets in categories 3 and 4 which are traffic sensitive for all or part of the time.
Maintainable highway	As defined in section 329 of HA 1980
Maintenance	As defined in section 329 of HA 1980, a "highway maintainable at the public expense means a highway which by virtue of section 36 above or of any other enactment (whether contained in this Act or not) is a highway which for the purposes of this Act is a highway maintainable at the public expense"
Major activities	As defined in section 329 of HA 1980, "maintenance includes repair, and "maintain" and "maintainable" are to be construed accordingly"
	As defined in The Street Works (Registers, Notices, Directions and

	Designations) (England) Regulations 2007 major activities are activities which have been identified in a promoter's annual operating programme, or if not identified in that programme, are normally planned or known about at least six months in advance of the date proposed for the activity; or activities, other than immediate activities, where (i) the authority has indicated to the promoter, or (ii) the promoter considers, that an order under section 14 of the Road Traffic Regulation Act 1984 (temporary prohibition or restriction on roads) is required; or activities, other than immediate activities, which have a planned duration of 11 days or more".
Major bridge works	As defined in section 88(2) of NRSWA, "major bridge works means works for the replacement, reconstruction or substantial alteration of a bridge"
Major highway works	As defined in section 86(3) of NRSWA, "major highway works means works of any of the following descriptions executed by the highway authority in relation to a highway which consists of or includes a carriageway - (a) a reconstruction or widening of the highway; (b) works carried out in exercise of the powers conferred by section 64 of the Highways Act 1980 (dual carriageways and roundabouts); (c) substantial alteration of the level of the highway; (d) provision, alteration of the position or width, or substantial alteration in the level of a carriageway, footway or cycle track in the highway; (e) the construction or removal of a road hump within the meaning of section 90F of the Highways Act 1980; (f) works carried out in exercise of the powers conferred by section 184 of the Highways Act 1980 (vehicle crossings over footways and verges); (g) provision of a cattle-grid in the highway or works ancillary thereto; or (h) tunnelling or boring under the highway"
Major transport works	As defined in section 91(2) of NRSWA, "major transport works means substantial works required for the purposes of a transport undertaking and executed in property held or used for the purposes of the undertaking"
Minor activities	Are minor works as defined in The Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007 as those activities other than immediate activities where the planned duration is 3 days or less
Minor roads	Streets in reinstatement categories 3 and 4 which are not traffic sensitive at any time.
Model Condition	One of the standardised condition texts provided by the scheme. Prefixed by "WS". See Appendix F and Chapter 6.
National Grid Reference	Location reference using nationally defined eastings and northings The format in which it is presented must in all cases match that required by the Technical Specification for EToN.
National Land and Property Gazetteer (NLPG)	Gazetteer providing a national reference of land and property related Data Nationally consistent street gazetteer (NSG), a database defined as "an index of streets and their geographical locations created and maintained by the local highway authorities" based on the BS7666 standard
National Street Gazetteer (NSG) –also referred to as Nationally Consistent Street Gazetteer	A database defined as "an index of streets and their geographical locations created and maintained by the local highway authorities" based on the BS7666 standard.
Network management duty	As stated in Part 2 of TMA.
Notice management system	Notice management systems receive electronic street works notices and are used by street authorities to manage them together with other relevant information.
NRSWA	New Roads and Street Works Act 1991.
NSG	The body appointed to manage the NSG on behalf of the local highway

Concessionaire	authorities.
ODD	operational district data
OM (Operational Measure)	One of the permit scheme metrics, see Chapter 14
Opening (the street)	Removing a lid or cover to a manhole, inspection chamber, meter box or other structure embedded in the street without any "breaking up" of the street.
Ordnance Survey Grid	A spatial location based on the geospatially referenced national grid owned by the Ordnance Survey.
OSGR	Ordnance Survey Grid Reference
Passenger Transport Authority	One of seven authorities (Greater Manchester, Merseyside, South Yorkshire, Strathclyde, Tyne & Wear, West Midlands and West Yorkshire) made up of representatives from local authorities in the area, responsible for public transport in their area
Passenger Transport Executive	The executive arm of a Passenger Transport Authority
Pedestrian Planning Order	This refers to an order made under section 249(2) or (2A) of the Town and Country Planning Act 1990(6)
Permit	The approval of a permit authority for an activity promoter to carry out activity in the highway subject to conditions.
Permit application	The application that is made by a promoter to the authority to carry out an activity in the highway. It is equivalent to the notice of proposed start of works (section 55 of NRSWA) given under the Co-ordination regime.
Permit Authority	A local highway authority or other "highway authority" which has been given approval by the Secretary of State to operate a permit scheme on all or some of its road network.
Permit Management System	A computer based system to record permit applications and consents
Permit Scheme	A scheme approved by the Secretary of State under which permits for activities are sought and given.
Prescribed	As defined in Section 104 of NRSWA, "prescribed means prescribed by the Secretary of State by Regulations, which may (unless the context otherwise requires) make different provision for different cases".
Promoter	A person or organisation responsible for commissioning activities in the streets covered by the permit scheme. In the Permit Scheme promoters will be either statutory undertakers or the highway or traffic authority.
Protected street	are defined in NRSWA s61 (1)
Provisional Advance Authorisation (PAA)	The early approval of activities in the highway, equivalent to the advance notice given under s 54 of NRSWA.
Provisional street	A provisional street is a street that does not yet have an entry in the NSG. Typically these will be newly created and/ or private streets
Public sewer	Public sewer has the same meaning as in the Water Industry Act 1991
Railway	As defined in section 105(1) of NRSWA, "railway includes a light railway other than one in the nature of a tramway".
Reasonable period	As defined in section 74(2) of NRSWA,
Reasonable times	Reasonable times may be taken to mean normal office hours (08:00 to 16:30, Monday to Friday except Bank Holidays)
REC	Regional electricity company
Registerable activities	Registerable activities correspond to what are "specified works" in the Traffic Management Permit Schemes (England) Regulations 2007.
Reinstatement	As defined in section 105(1) of NRSWA, "reinstatement includes making good".
Relevant authority	As defined in section 49(6) of NRSWA,

Remedial work	Remedial works are those required to put right defects identified in accordance with the provisions of the Code of Practice for Inspections and the associated regulations.
Road	"Highway".
Road category	This means one of the road categories specified in Chapter S.1 of the code of practice entitled "Specification for the Reinstatement of Openings in Highways" dated June 2002, as revised or re-issued from time to time
Road works	Works for road purposes.
Schema	XML) Schemas express shared vocabularies and allow machines to carry out rules made by people. They provide means for defining the structure, content and semantics of XML documents.
Sewer	Sewer as defined in the Water Industry Act 1991 " includes all sewers and drains (not being drains within the meaning given by this subsection) which are used for the drainage of buildings and yards appurtenant to buildings".
Sewer authority	As defined in section 89(1)(b) of NRSWA,
Small Openings and Small Excavations	All openings with a surface area of two square metres or less.
Special Engineering Difficulties (SED)	By virtue of section 63 of NRSWA, the term special engineering difficulties relates to streets or, more commonly, parts of streets associated with structures, or streets or extraordinary construction where street works must be carefully planned and executed in order to avoid damage to, or failure of, the street itself or the associated structure with attendant danger to person or property.
Standard activities	Are standard works as defined in The Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007. These are activities, other than Immediate activities, that have a duration of between 4 and 10 days inclusive.
Standard Condition	A model condition that applies to all permits or all permits of a certain activity type. Standard conditions do not need to be included on a permit application or permit as they are taken as being included. See Chapter 6.
Strategically significant streets (SSS)	Definition given in the 'Permit Schemes – Additional Guidance (January 2013)': " Strategically significant streets includes traffic sensitive streets as defined under regulation 16 of The Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007 as well as streets which fall into reinstatement categories 0, 1 or 2 as defined in section 1.3 of the Statutory Reinstatement of Highways 2010.' [It should be noted that from time to time to ensure effective traffic management, other streets may be included]."
Street	As defined in section 48(1) of NRSWA
Street authority	As defined in section 49(1) of NRSWA,
Street works	As defined in section 48(3) of NRSWA,
Street works licence	As stated in section 50(1) of NRSWA,
Temporary Traffic Regulation Order	This means an Order made under section 1, 6, 9 or 14 of the Road Traffic Regulation Act 1984.
Terms, Permit terms	The works promoter specified activity at the specified location at specified times executed in a specified way etc. as defined in a granted, deemed or varied permit.
The Regulations	Means the Traffic Management Permit Schemes (England) Regulations 2007 SI 2007 No. 3372.
TMA	The Traffic Management Act 2004.
Traffic	As defined in section 105(1) of NRSWA, "traffic includes pedestrians and animals".
Traffic authority	As defined in section 121A of the Road Traffic Regulation Act 1984:
Traffic control	Any of the five methods of controlling traffic detailed in the Code of

	Practice "Safety at Street Works and Road Works".
Traffic flow	The number of vehicles using the particular street at specified times of the day and year, measured in accordance with DfT guidelines.
Traffic Management	Traffic management is dictated by road space/occupation. Permit Regulations note that: "traffic management arrangements" includes signs, signals, road markings, barriers and other measures which are intended to secure the expeditious, convenient and safe movement of vehicular and other traffic (including pedestrians).
Traffic order	This means an order made under section 1, 6 or 9 of the Road Traffic Regulation Act 1984
Traffic sensitive street	This means a street designated by a street authority as traffic sensitive pursuant to section 64 of NRSWA and in a case where a limited designation is made pursuant to section 64(3) any reference to works in a traffic sensitive street shall be construed as a reference to works to be executed at the times and dates specified in such designation
Traffic sign	As defined in section 105(1) of NRSWA, "traffic sign has the same meaning as in the Road Traffic Regulation Act 1984"
Tramway	As defined in section 105(1) of NRSWA, "tramway means a system, mainly or exclusively for the carriage of passengers, using vehicles guided, or powered by energy transmitted, by rails or other fixed apparatus installed exclusively or mainly in a street"
Transport authority	As defined in section 91(1)(a) of NRSWA, "transport authority means the authority, body or person having the control or management of a transport undertaking"
Transport undertaking	As defined in section 91(1)(b) of NRSWA, "transport undertaking means a railway, tramway, dock, harbour, pier, canal or inland navigation undertaking of which the activities, or some of the activities, are carried on under statutory authority"
Trunk road	As defined in section 329 of the HA 1980,
Type 1 (or 2, or 3) gazetteer Undertaker	As defined in the British Standard BS7666.
Unique street reference number (USRN)	As defined in section 48(4) of NRSWA,
Urgent activities	As defined in the British Standard BS7666.
Working day	Are urgent works as defined in The Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007
Works	As defined in section 98(2) of NRSWA,
Works clear	Street works or works for road purposes.
Works closed	A notice under NRSWA s74(5C) following interim reinstatement.
Works for road purpose	A under NRSWA s74(5C) following permanent reinstatement.
XML	As defined in section 86(2) of NRSWA,
	Extensible Markup Language

17.2 APPENDIX B – Modifications and disapplications of NRSWA

B.1 Disapplication of NRSWA

The permit regulations disapply or modify certain sections of NRSWA. In permit areas the duties of activity promoters and street authorities under the following sections of NRSWA are replaced by equivalent duties imposed under Part 3 of the TMA and the regulations.

NRSWA section		Change	Permit regulations – Revised arrangements
S53	The street works register	Disapplied	Permit regulations prescribe similar provisions for permit registers
S54	Advance notice of certain works	Disapplied	Replaced by applications for provisional advance authorisation.
S55	Notice of starting works	Disapplied	Replaced by applications for permits
S56	Power to direct timing of street works	Disapplied	Replaced by permit conditions and variations, including those initiated by the permit authority.
S57	Notice of emergency works	Disapplied	Replaced by applications for immediate activities.
S66	Avoidance of unnecessary delay or obstruction	Disapplied	Replaced by equivalent provisions for permit authorities to require promoters in breach of the permit requirements to take remedial action and failing that for the authority to act. 24-hour compliance period to be replaced with a requirement for promoters to comply within a reasonable specified period determined by the circumstances.

Table 2: Promoter's Duties – disapplied sections of NRSWA

NRSWA section		Change	Permit regulations – Revised arrangements
S58	Restriction on works following substantial road works	Modified	The authority's ability to issue permits with start and end dates replaces directions to start work covered in S 58(5) to (78). The regulations provide the equivalent of S 58A powers by allowing authorities to take into account whether promoters

			responded to the S 58 notice by submitting an application for their planned activities
S58A	Restriction on works following substantial street works	Modified	Schedule 3A is modified to work in conjunction with permits.
S64	Traffic-sensitive streets	Modified	Permit regulations provide that permit applicant are notified of proposals to designate streets as traffic-sensitive streets.
S69	Works likely to affect other apparatus in the street	Effectively extended	Permit regulations create an equivalent requirement on highway authority promoters.
S74	Charge for occupation of the highway where works are unreasonably prolonged	Modified	Permit regulations make provision to operate in parallel with permits.
S88	Bridge, bridge authorities and related matters	Modified	Modified to work in conjunction with permits.
S89	Public sewers, sewer authorities and related matters	Modified	Modified to work in conjunction with permits.
S90	Provisions as to reinstatement of sewers, drains or tunnels	Modified	Modified to work in conjunction with permits.
S93	Works affecting level crossings or tramways	Modified	Modified to work in conjunction with permits.

Table 3 Promoter's duties – modifications to NRSWA

17.3 APPENDIX C – The Register

C.1 Introduction

- 17.3.1.1 The permit regulations require each permit authority to maintain a register of each street covered by their scheme. The register should contain information about all registerable activities on those streets and forward planning information about activities and other events which could potentially affect users of the streets.
- 17.3.1.2 Permit authorities will still need a register under section 53 of NRSWA for street information. This will cover those streets that are not part of the permit scheme including non-maintainable streets.
- 17.3.1.3 Requirements for NRSWA registers are contained in the Code of Practice for Coordination of Street Works and Works for Road Purposes and Related Matters.
- 17.3.1.4 It is recommended that authorities meet the statutory requirements for maintaining the two registers in such a way that the information can be combined easily to aid the coordination of activities and to provide information to road users.
- 17.3.1.5 Permit and notice management systems receive notices and permit applications electronically and allow an authority to manage them together with other relevant information. It often happens that one computer system doubles-up as the register and the permit and notice management system in a permit authority. This is acceptable provided the system fully meets the requirements for both Registers and Notice Management Systems.

C.2 Register Keepers

- 17.3.1.6 For maintainable highways, the permit authority will usually be the highway authority.
- 17.3.1.7 For streets which are not maintainable highways (non-publicly maintainable or private streets) the street authority is the street manager. Maintaining a register might impose unreasonable burdens on street managers who are often just the householders fronting the street, so the regulations under NRSWA exempt street managers from the requirement to keep registers. Instead the local highway authority is required to keep the register of non-maintainable highways. As permit schemes do not apply to private streets, the record of activities in those streets would consist of notices under NRSWA and the street authority should continue to keep these on the NRSWA section 53 street works register.

C.3 Local and Central Registers

- 17.3.1.8 A local register is a register that is maintained by a single permit or street authority for its own geographic area. It will include information on all streets other than those streets that are the responsibility of another authority.
- 17.3.1.9 A central register is a register covering two or more authority areas that is maintained by one single authority, the 'register authority'. A central register could, for example, include all authorities in a metropolitan area.

C.4 Form of Registers

- 17.3.1.10 The register shall be kept on an electronic system. *The Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007* require that all registers shall use GIS by April 2009. Permit registers should follow this requirement to ensure consistency between all holdings of street-related data. Each register must be maintained against the same digital map base to ensure

consistency between all holdings of street-related data. This common geographical dataset should be vector based, nationally consistent, maintained and seamless, with changes published on a regular update cycle.

17.3.1.11 It should include:

vector objects (polygons, lines and points) representing real-world geographical features and boundaries, each with well-defined lifecycles and royalty-free unique identifiers suitable for referencing

road centreline geometry objects, each with royalty-free unique identifiers, which reference the road surface and form a complete and fully consistent topological network with no breaks or misalignments at administrative boundaries.

17.3.1.12 All authorities should synchronise their holdings of the common digital map data so that they all contain the same version of the data at any given point in time. Table 2 sets out the minimum specification.

Scale	Urban areas: 1:1250 Rural areas: 1:2500 Remote areas: 1:10000
Accuracy	Urban areas: ± 1.0m Rural areas: ± 2.0m Remote areas: ± 4.0m
Coverage	National and seamless, exhausting space over all land areas.
Geometry Types	Point, Line and Polygon.
Classification	Objects classified by physical form.
Update Cycle	8 weeks (max.)

17.3.1.13

17.3.1.14 All streets in Local Street Gazetteers should reference the road centreline geometries in the common map base (using royalty-free unique identifiers), which should in turn reference polygons representing the road surface. Such a structure promotes consistency and maximises the possibility for interoperability between applications, both in the highway's arena and in a wider context.

17.3.1.15 In essence, local authorities should provide the USRN definitions and attribution as defined in BS7666, while the geometries should be recorded by referencing the road Centreline objects in the digital map base. This will promote reuse and consistency between datasets. All data should follow the principles of the Digital National Framework (www.dnf.org).

C.5 Content of Registers

- The permit register must record:
- copies of all Provisional Advance Authorisation, permit and permit variation applications submitted to the permit authority relating to registerable activities in any street
- copies of all permits and Provisional Advance Authorisations given by the authority, including conditions attached as well as all variations to permits and conditions including any permits "deemed" granted (see 11.1.4)
- copies of all revoked permits, refused Provisional Advance Authorisations and refused permits, together with the reasons for such refusals;
- copies of all notices, consents and directions served by a street authority under section 58 or 58A of NRSWA;
- copies of all notices served by a promoter under sections 58 and 58A of NRSWA
- copies of all notices given under section 74 of NRSWA

- description and location of activities for which plans and sections have been submitted under Schedule 4 of NRSWA (streets with special engineering difficulties)
- particulars of notices given by any relevant authority under Schedule 4 of NRSWA
- particulars of street works licences under section 50 of NRSWA, including details of conditions and changes of ownership and of any NRSWA notices or directions associated with those licenses;
- information under section 70(3) and (4A) of NRSWA as to completion of reinstatements;
- particulars of apparatus notified to the street authority under section 80(2) of NRSWA;
- every notice of works pursuant to section 85(2) of NRSWA;
- details of every street for which the local highway authority are the street authority;
- details of every street which is a prospectively maintainable highway over which a permit scheme would operate;
- details of every street over which a permit scheme would operate, of which the local authority is aware, which is a highway but for which it is not the highway authority;
- details of every street which is a) a protected street; b) a street with special engineering difficulties; c) a traffic-sensitive street.

17.3.1.16 Authorities should ensure that their register also includes the following items, which are contained within the ASD:

- the road category of each street;
- details of every street where early notification of immediate activities is required.

C.6 Access to Registered Information

C.6.1 Access to registers

17.3.1.17 Everyone has a right to inspect the register, free of charge, at all reasonable times, except as noted in 3.6.2. "All reasonable times" may be taken to mean normal office hours (e.g. 08:00 to 16:30, Monday to Friday except Bank Holidays).

17.3.1.18 Permit authorities are strongly recommended to publish their register on their public website. This should be available 24 hours a day, seven days a week, except for those occasional times when it will be unavailable due to upgrade and maintenance. This work should, wherever possible, be done outside normal office hours.

17.3.1.19 Much of the detailed information in the register is unlikely to be of interest to the public. It is therefore suggested that the website display the headline information first and allow users to drill down to more detailed information. However, it is the responsibility of the local authority to decide how much information to make available in this way.

17.3.1.20 Permit applications and notices contain confidential information such as names and telephone numbers of contacts in organisations. Authorities should make sure that such information remains confidential. Authorities should also make it clear that they are not responsible for the accuracy of information concerning those activities for which they are not the promoter.

- 17.3.1.21 The website should allow records to be searched by the USRN or the “street descriptor” (the street name, description or street number) as given in the NSG. The Highways Agency has its own methods of disseminating such information on trunk roads and motorways.
- 17.3.1.22 Public access to websites should be read-only to prevent unauthorised amendment to records.

C.6.2 Restricted information

- 17.3.1.23 Restricted information is anything certified by the Government as a matter of national security, or information which could jeopardise the promoter’s commercial interests such as details of a contract under negotiation. The promoter should indicate restricted information on the application.
- 17.3.1.24 Restrictions on the release of information should as limited as possible. In particular, it should not be assumed that because some item of information about an activity needs to be restricted, all information about it needs to be. For example, a Provisional Advance Authorisation might need to be restricted for commercial reasons, whereas a later permit need not be. The case for restriction needs to be considered on an item by- item rather than an activity-by-activity basis.
- 17.3.1.25 The right of access to restricted information is limited to:
- (a) persons authorised to execute any type of activity in the street; or,
 - (b) persons "otherwise appearing to the authority to have a sufficient interest".
- 17.3.1.26 Any person wishing to see restricted information must satisfy the permit authority, as a minimum, that his interest is greater than the general interest of the ordinary member of the public.
- 17.3.1.27 Restricted information should not be shown on highway authorities’ websites.

C.6.3 Retention of information

- 17.3.1.28 Information provided by means of any permit application under the TMA or notice under NRSWA should be retained on the register for at least six years after completion of the guarantee period of the activity referred to in the notice. Information about other activities should be retained on the register for at least six years after completion.
- 17.3.1.29 Any legal claims in relation to the activity must be brought within six years of the date on which the event which forms the basis of the claim occurred. In the case of personal injuries, claims must be brought within three years of the date on which the event happened. However, in the case of a person who is below 18 years of age, the claim can be made up to three years after they reach 18. Information should be kept for those periods for that purpose, which may mean 21 years and nine months in the case of injury to an unborn child.
- 17.3.1.30 Permit authorities will need to decide how to keep the information on the register. Because of the size of the database the authority may decide to archive information, or a subset of the information on the register for a longer period or even indefinitely.
- 17.3.1.31 Both authorities and utility companies will need to obtain their own legal advice and guidance on how to meet these requirements.

17.4 APPENDIX D – The Street Gazetteer

D.1 Introduction

- 17.4.1.1 This chapter provides information about a nationally consistent street gazetteer (NSG) which contains basic and consistent information about all streets in England.

D.2 The Street Gazetteer

- 17.4.1.2 Every local highway authority produces a Local Street Gazetteer (LSG) and a copy is held centrally by the NSG Concessionaire. Each of these local gazetteers shall contain the information, required by and defined in the Technical Specification for EToN, about the streets in that authority's area.
- 17.4.1.3 Permit authorities and activity promoters may obtain full copies and updates of the street data from the NSG Concessionaire's website.

D.2.1 *Creating and updating the NSG*

- 17.4.1.4 Street gazetteers shall be created, maintained and published at Level 3 (as defined in BS 7666).
- 17.4.1.5 It is the local highway authority's responsibility to create and maintain street gazetteer data for all streets within their geographical area, whether or not it is the street authority for any particular street.

D.2.2 *Referencing*

- 17.4.1.6 Information held in permit registers must be referenced to the Unique Street Reference Number (USRN) which relates to the Type 1 or Type 2 street entry given for each street in the street gazetteer - see the Technical Specification for EToN.
- 17.4.1.7 It is essential that all users are working from the same data. In most cases this will be the street gazetteers on the NSG concessionaire's website. The owner of the particular street gazetteer should be able to use their own copy which should be the same as that held by the NSG concessionaire.

D.2.3 *Provisional streets*

- 17.4.1.8 A provisional street is a street that does not yet have an entry in the NSG. Typically, these will be new and/or private streets. The street authority must register private streets. A permit application, or Provisional Advance Authorisation application, for a proposed activity should be submitted against a provisional street only if an activity promoter is certain that the street concerned is not in the NSG. It is then the responsibility of the local highway authority to allocate a USRN, notify the activity promoter, and create a level 3 entry in the LSG and SG website. The promoter should then use this USRN in all further permit applications and notifications relating to the activity.
- 17.4.1.9 Under section 87 of NRSWA, a highway authority should make a declaration that a street is likely to become a maintainable highway. The declaration should be registered as a local land charge.

D.2.4 *Trunk road network*

- 17.4.1.10 There is a Trunk Road Street Gazetteer (TRSG) for the motorway and trunk road network maintained by the Highways Agency. Works on streets maintained by the

17.4.1.11 Highways Agency should be notified using the trunk road referencing number (TRRN) contained in the TRSG, instead of the USRN.

D.3 Additional Street Data

17.4.1.12 Additional Street Data (ASD) refers to other information about streets held on the NSG Concessionaire's website alongside the NSG data. Highway authorities, activity promoters and other interested and approved parties may obtain copies and updates to this data from the concessionaire.

17.4.1.13 Local highway authorities should provide the following information for the ASD:

- (a) the street authority responsible for maintaining the street;
- (b) whether the street is publicly maintainable, prospectively publicly maintainable, or private;
- (c) whether the street, or part of the street, is covered by a permit scheme or the NRSWA notification regime, who the permit authority is or street authority is, details of shared streets if this applies, and whether it is an individual, common or joint scheme (see Chapter 7 for definitions of joint and common schemes);
- (d) any other authorities and activity promoters with an interest in the street;
- (e) the street reinstatement category;
- (f) designations of protected streets;
- (g) designations of streets with special engineering difficulty;
- (h) designations of traffic-sensitive streets;
- (i) whether the street is subject to early notification of immediate activities;
- (j) where possible, streets on which it might be expected that conditions relating to the non use of that street for new apparatus, but not the maintenance of existing apparatus, may be used;
- (k) other features of the street, such as structures, environmental areas, parking restrictions, priority lanes, special surfaces, standard surface and special construction needs etc.

17.4.1.14 Designations may cover only part of a street or may vary along a street. The relevant detail should be recorded in the ASD.

17.4.1.15 In the above list, items (a) to (h) are mandatory and (i), (j) and (k) are optional although street authorities are urged to make full use of these facilities.

17.4.1.16 If all parties agree, the ASD may also be required to contain other data for example traffic regulation and parking restriction orders that apply to the street and may need to be lifted temporarily for works or information that the Department for Transport may need from local authorities - such as inventory data.

D.3.1 Responsibility for creating and updating

17.4.1.17 Where the street authority is also the local highway authority, it creates the ASD together with the NSG.

17.4.1.18 Where the street authority is not the local highway authority, it may create and submit its own ASD to the NSG Concessionaire. This should be referenced to the local highway authorities' gazetteers.

17.4.1.19 Organisations that fall into this category are:

- The Highways Agency - which manages the motorway and trunk road network in England
- Transport for London (which manages the main road network within London)
- Network Rail (which is the street authority for level crossings between the barriers)

17.4.1.20 Any other authority, activity promoter or interested party should submit records to the NSG Concessionaire to ensure that their interest in a street is logged. The interest records should be entered into the ASD maintained by the local highway authority. This is particularly appropriate to neighbouring authorities in the exercise of their network management duty. The NSG Concessionaire will administer this process.

D.3.2 Procedures for creating and updating

17.4.1.21 The relevant authority should forward additions or amendments to the ASD to the NSG Concessionaire using the formats in the Technical Specification for EToN. These become valid as specified in the NRSWA regulations.

17.4.1.22 It is essential that all users work from the same data, especially in the case of designations. But it is impractical to require users to download updates from the website daily until dynamic on-line updating is available. Monthly updates are now proposed so that any changes to the ASD will be as current as possible without the requirement for on-line updating. Users of the ASD data must ensure that they are using the most current version of the data.

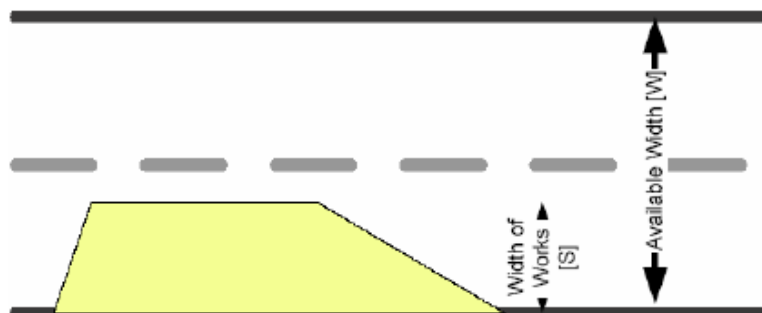
17.4.1.23 Provision for dynamic on-line updating of the NSG and ASD data is expected in the future.

17.5 APPENDIX E – Disruption effect Score

E.1 Disruption effect

17.5.1.1 The disruption effect score is based on the reduction in capacity resulting from an activity on the highway. The reduction in capacity may be calculated using an algorithm that requires the entry of a number of simple factors. These factors are as follows.

Factor	Description
[P]	The daily traffic flow, measured as an average am/pm peak hour flow in PCUs per hour, so that it takes account of HGV percentages. Source: Highway authority
[W]	The total width in metres of the carriageway (or the width of both carriageways for a dual carriageway road). Source: Ordnance Survey mapping using GIS tools
[S]	The width in metres of the activity occupying the carriageway, or in the case of activities on the footway, this would be the width in metres of the carriageway occupied by attendant vehicles and associated traffic management, as well as the width needed for any incursion of pedestrians, cyclists and horse riders into the carriageway. Source: Established as part of the works planning process



17.5.1.8

E.2 Calculation of Disruption Effect Score

17.5.1.9 The following algorithm is used to calculate the Disruption Effect Score

17.5.1.10 Disruption Effect Score = $[(P \times 100) / (1600 \times (W - S) / 3.65)]$

E.3 Use of Disruption Effect Score

17.5.1.11 The disruption effect score has a number of specific uses including:

- Derivation of the Traffic Impact Assessment
- Objective based prioritisation for coordination, and;
- Performance indicators

17.5.1.12 However this is not a mandatory requirement

E.4 Impact Assessment

17.5.1.13 The impact assessment is a broad indicator of the potential disruption that could arise from an activity on the highway.

E.5.1 Impact on General Traffic

17.5.1.14 The impact assessment for general traffic is derived directly from the daily disruption effect score for the activities, as follows:

Disruption Effect Score	Impact
Greater than or equal to 75	Severe
Greater than or equal to 50 and less than 75	Moderate
Greater than or equal to 25 and less than 50	Slight
Less than 25	None

E.5.2 Impact on Buses

17.5.1.24 The impact assessment for bus traffic is assessed for defined bus routes only and is derived as follows:

Disruption Effect Score / Factor	Impact
Greater than or equal to 75	Severe
Greater than or equal to 50 and less than 75	Moderate
Dedicated bus lane diverted	Moderate
Greater than or equal to 25 and less than 50	Slight
Less than 25	None

E.5.3 Impact on Pedestrians

17.5.1.36 The impact assessment for pedestrian traffic is derived as follows:

Factor	Impact				
	Footway Hierarchy Category				
	1a	1	2	3	4
Closure	Severe	Severe	Severe	Severe	Moderate
Complete diversion	Severe	Severe	Severe	Severe	Slight
Partial diversion	Severe	Severe	Severe	Moderate	Slight
Narrowing >50%	Severe	Severe	Slight	Slight	Slight
Narrowing <50%	Severe	Moderate	Slight	None	None

- 17.5.1.65 A 'complete diversion' of a footway is where a new route for pedestrians has been established, for example where there is a requirement to cross the road to use the opposite footway.
- 17.5.1.66 A 'partial diversion' of a footway is where the route for pedestrians is diverted around the activity's site but remains on the same side of the road.
- 17.5.1.67 In addition, the impact of any activities on footways associated with urban transport facilities will be considered as 'severe'. For the purposes of this section these are any activities on footways that are within 100 metres of an entrance to a bus, tube, railway or tram station.

17.6 APPENDIX F – Model Conditions

17.6.1.1 Refer also the WaSP scheme Operational Guidance for more details on how and when these should be applied.

Model condition number	Type of condition	Scheme reference	Condition text
EToN 1 : Date constraints			
WS1	Duration (Strategically Significant Streets)	5.4.5 (standard)	The activities hereby permitted shall not commence before the Proposed Start Date or in the case of Immediate Works the Actual Start Date contained in the application for immediate works and must end by the Estimated End Date provided on this permit. The Proposed Start Date, Actual Start Date and Estimated End Date are as defined in the current EToN specification.
WS2	Duration (Category 3 and 4 Street)	5.4.5 (standard)	The activities hereby permitted shall not commence before the Proposed Start Date and must commence within the valid starting window period or in the case of Immediate Works by the Actual Start Date contained in the application for immediate works and once the activities have commenced the activities must take no more than [x number of] days in total to be completed. The Proposed Start Date, Actual Start Date and Estimated End Date are as defined in the current EToN specification
EToN 2 : Time constraints / EToN 3 : Out of hours works			
WS10	Specifying the days and times of day that works may take place	6.3.3	The activities hereby permitted shall only take place between [start time] and [end time] on weekdays and [start time] and [end time] on Saturdays and [start time] and [end time] on Sundays or Bank Holidays.
EToN 4 : Materials and Plant Storage			
WS20	Removal of equipment, traffic management and materials	6.3.4	It is a condition of this permit that [traffic management provisions, equipment/plant, surplus material excavated as a consequence of the activities etc.] must be removed from the public highway (within [x hours] of being excavated/by [time]each working day]
EToN 5 : Road occupation dimensions			
WS30	Area of highway occupation permitted	6.3.4 and 6.3.5	The activities hereby permitted shall occur only within the area [insert description of area or provide traffic management plan reference] including the relevant and required signing, lighting and guarding.
EToN 9 : Traffic Management Changes			

WS40	Traffic Management Arrangements	6.3.5	The works comprised in [specified part A/B] of the activities hereby permitted shall be subject to and shall occur only when the following traffic management measures are in place [or as attached in schedule..]
WS41	Works stages agreement	6.3.5	The works comprised in [specified part B] of the activities hereby permitted shall not be commenced before the works comprised in [specified part A] are completed.
WS42	Maintaining diversion signage	6.3.5 and 13.8	When the diversion route as specified and agreed as part of the illustration for this permitted activity is in operation the diversion route signage must be visible at all times and during periods when the diversion is not required, the sign faces should be covered, or removed as soon as the diversion ceases to be operational.
WS43	Temporary Traffic Restrictions and other approvals	6.3.5	The activities hereby permitted shall not commence until approval for [temporary traffic restrictions etc] has been given for the duration of the works or relevant works phase
EToN 10 : Work methodology			
WS50	Methodology for carrying out activities	6.3.6	For the activities hereby permitted on this site, as agreed, the works methodology employed will be [specified] throughout the duration of the works activity.
WS51	Interim or permanent reinstatement Work	6.3.6	For the activity hereby permitted, a [permanent /interim] reinstatement should be completed within the permit duration as discussed and agreed with the permit authority.
WS52	Specialist Materials	6.3.6 and 13.10	The activities hereby permitted may only commence once specialist materials and suitably qualified operatives [as agreed with the local authority] are available for a permanent reinstatement within the duration of this permit.
EToN 11 : Consultation and publicity			
WS60	Site board display	6.2.1 (standard)	It is a condition of this permit that the activities hereby permitted shall not be carried out unless a site information board(s) is displayed on the site at all times for the duration of the works. This must be displayed in a prominent place at all times so that it may be read easily by the public, clearly displaying the correct Permit/Linked permit or remedial permit reference number. For Immediate Works the display of the correct Permit reference number is required by 10.00am on the next working day after the works have started on site.
WS61	Emergency Traffic Management	6.2.1 and 13.9 (standard)	It is a condition of this permit for Immediate activities, that where it is identified that temporary traffic signals or a temporary traffic restriction order or notice is required, the local authority must be contacted immediately and the promoter should act upon directions provided from the authority.
WS62	Consult with specific bodies	6.3.7	The activities hereby permitted shall not commence without prior consultation and agreement with [organisation(s)] and confirmation of the agreement for works to go ahead has been supplied to the Permit Authority.

WS63	Publicity for proposed works	6.3.7	The activities hereby permitted shall not commence unless the works promoter has undertaken the following consultation or publicity [as described] .] With [as provided] as agreed with the permit authority.
WS64	Delay in starting works	6.3.7 and 5.4.5	On strategically significant streets, or a Major activity, where there is a delay in starting the activity hereby permitted the works promoter must inform the authority by 10:00am on the morning the activity is due to begin, and by 10:00am on subsequent mornings should the delay continue.
WS65	End of highway occupation	6.3.3	On a strategically significant street following completion of the permitted activities and once the highway occupation has ended, as discussed and agreed with the Permit Authority, the works promoter should inform the authority that the site is clear within 2 hours or by 10.00am the next working day in the case of an activity ending outside the normal working day.
EToN 12 : Environmental conditions			
WS70	Methodology at different times	6.3.8	For the activities hereby permitted, the following working methodology [insert method of working] shall only take place between [start time] and [end time] on weekdays and/or [start time] and [end time] on Saturdays and/or [start time] and [end time] on Sundays or Bank Holidays and must not continue beyond these times.
WS71	Site environmental requirements	6.3.8	It is a condition of this permit that the activity hereby permitted must be maintained in a clean and tidy condition and that [any spillage, material, temporary markings, waste etc] must not be left on site and must be removed from the public highway as required by the permit authority within [x hours]/ by [time] each working day.
EToN 13 : Local Conditions			
WS80	Extended reinstatement on a street subject to Section 58	Shropshire 18.2.8	The activities hereby permitted will be undertaken on a road section subject to S58 restrictions and as these works are not exempt as described in the Code of Practice for Permits, the reinstatement of these works will be permanent and require an additional reinstatement area as agreed with the Permit Authority.

█ [Redacted]

[Redacted]

18 West and Shires Permit Scheme authority addendums

- 18.1.1.1 The WaSP Scheme is a common scheme but allows certain elements of the scheme to be adjusted to suit individual authorities. This includes the permit fee profiles, additional discounting of fees, transitional arrangements, specific objectives and measures and local conditions.
- 18.1.1.2 This chapter provides for addendums from each joining WaSP scheme authority to enable it to set out any specific items pertaining to their operation of the WaSP scheme.
- 18.1.1.3 Each authority will set out these elements in the following sections.
- 18.1.1.4 To assist in clarity for local conditions, these will also be included in the table in Appendix F.
- 18.1.1.5 To assist in clarity for individual permit fee profiles these will also be included in the table in Appendix G.

18.2 Shropshire Council Addendum

18.2.1.1 This addendum to operate the WaSP scheme is for Shropshire Council unitary authority; Telford and Wrekin is part of the ceremonial county of Shropshire only and is not part of this application.

18.2.2 *Streets covered by the Shropshire scheme*

18.2.2.1 The “specified area” as required under Regulation 7, will be the geographical area encompassed by Shropshire Council’s boundary in respect of Shropshire Council.

18.2.2.2 All streets maintained by, or on behalf of Shropshire Council are included within this scheme (regulation 8). These streets are identified as part of Shropshire Council’s additional street data (ASD).

18.2.2.3 Highways Agency roads and private streets are not included in the scheme.

18.2.3 *Objectives and measures*

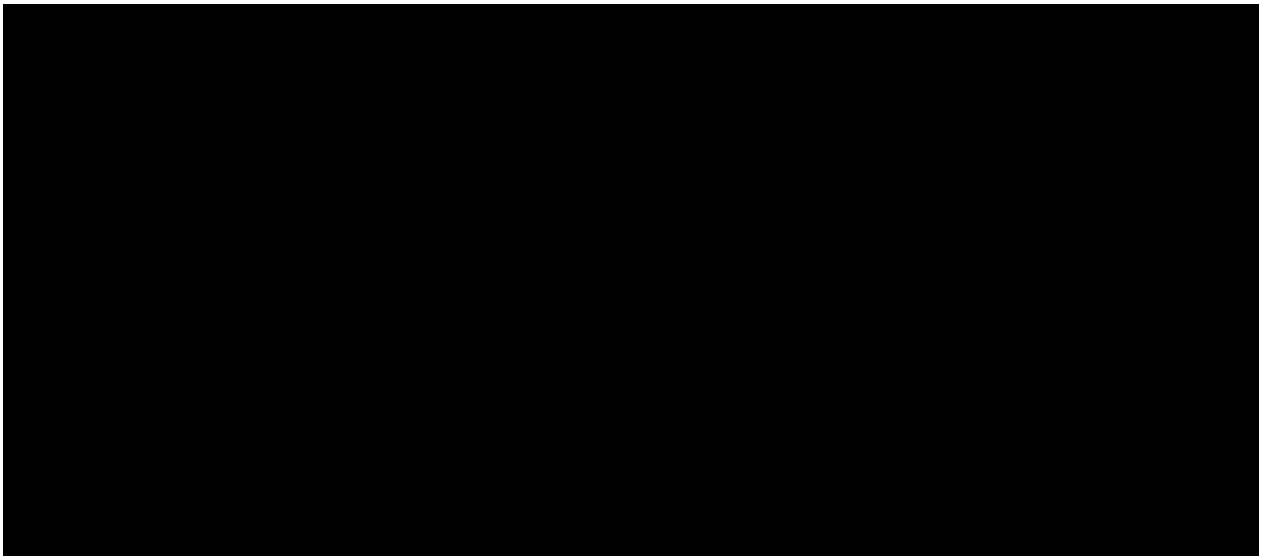
18.2.3.1 Shropshire Council will use the objectives and measures as described in the WaSP scheme.

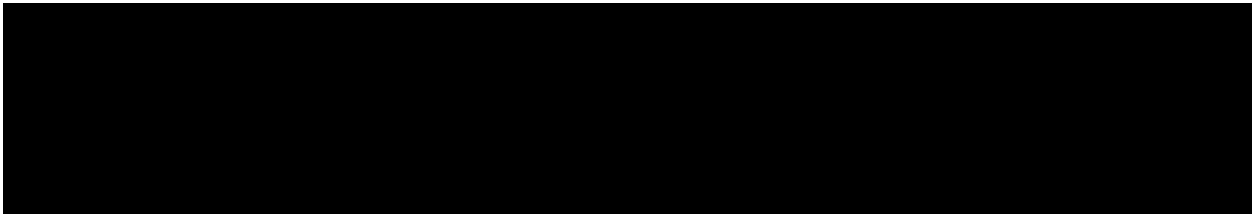
18.2.4 *Fee Levels*

18.2.4.1 Shropshire Council has set their fee levels in accordance with the DFT document *Permit Fees Guidance (July 2008)*, and the *Additional Advice Note – for developing and operating future permit schemes (January 2013)*, and in accordance with the maximum fee levels specified in Regulation 30.

18.2.4.2 The levels set reflect Shropshire Council’s commitment to keeping charges proportionate to the level of work done in issuing a permit. Therefore, there is a zero charge on Minor, Standard and Immediate activities on non-strategically significant streets. This ensures Shropshire Council are able to operate the WaSP scheme in a rigorous and effective manner, focussing on more significant activities and those taking place on streets where disruption is likely to be highest while ensuring that those communities and businesses that rely on the more rural network can still benefit from the application of a permit scheme on these roads.

18.2.4.3 There is a charge for Permit Variations on all streets. This reflects the added work required to manage changed situations and also is an incentive for activity promoters to plan and submit permits accurately in the first instance.





18.2.5 Strategically significant streets

- 18.2.5.1 Strategically significant streets includes traffic-sensitive streets (defined under regulation 16 of *The Street Works (Registers, Notices, Directions and Designations) (England) regulations 2007.*) as well as streets which fall into reinstatement categories 0, 1 or 2 as defined in Section 1.3 of the statutory *Specification for the Reinstatement of Openings in Highways* (SROH).
- 18.2.5.2 In addition, the Permit Authority may include other streets that are significant locally, for instance streets linking rural communities where the impact from activities on the highway could be severe. This definition is given in the DFT document *Permit Schemes – Additional Guidance (January 2013)*.
- 18.2.5.3 Shropshire Council undertook additional public consultation to determine local community views on this matter. They consulted with their own highway divisions, parish councils and held open forums for the public and businesses.
- 18.2.5.4 An additional 55 streets over and above the ‘traffic sensitive’ network have been designated as strategically significant. In general these were classed as the following
- Village Route: Road identified as being strategic to Village/Hamlet, in particular some villages with only one or two roads in and out of the village are particularly vulnerable to disruption from even small scale activities on these roads
 - Commuter Route: Road identified as high volume use. These might also be due to tourism. A particular problem with these roads is the scale of diversion routes which can often be 40 or 50 miles
 - Flood Diversion Route: Road identified as being used as diversion route at times of flooding
 - Clive Barracks (Military): Road outside/close to military base
 - RAF Shawbury: Road outside/close to Air base
- 18.2.5.5 A full list of all streets included in the permit scheme, with an indication of those considered strategically significant is available in spreadsheet form as an addendum to this document. These streets are also identified within Shropshire’s Additional Street Data (ASD).

18.2.6 Waiving and reduced permit fees

- 18.2.6.1 Section 9.3 and 9.4 of the WaSP scheme document details when a fee may be waived or discounted.
- 18.2.6.2 In addition Shropshire Council may waive an individual charge or offer a discount where it considers such action is merited.

18.2.7 Fee Review

- 18.2.7.1 Shropshire Council is committed to undertaking a review of its level of fees annually to ensure that the overall fee income does not exceed the allowable costs in running the scheme. The outcome of the annual fee reviews will be published and open to public scrutiny.

18.2.7.2 If a sustained surplus or deficit occurs over a number of years the fee levels will be adjusted accordingly.

18.2.8 Invoicing arrangements

18.2.8.1 Problems with electronic systems, or incorrect sequencing of notices, or other reasons may lead to differences between the activity promoter and the Permit Authority over what each party consider applicable charges.

18.2.8.2 Shropshire Council intend to provide a schedule of charges to each activity promoter on a monthly basis in the form of a 'draft invoice'. This will be submitted to the activity promoters for them to review and reconcile with their own systems.

18.2.8.3 Following this submission there will be a ten-day period to enable the activity promoter to agree the charges with Shropshire Council.

18.2.8.4 Following agreement, Shropshire Council will submit a final invoice under its normal terms of payment.

18.2.8.5 The WaSP scheme Operational Guidance will provide further details on this process and invoicing and payment terms.

18.2.9 Standard Conditions for Immediate permits

18.2.9.1 Shropshire Council require activity promoters to follow the requirements of section 6.5. If Shropshire Council consider it necessary to require subsequent 'standard' conditions for immediate works they will make provision for this as a local condition.

18.2.10 Local Conditions

18.2.10.1 Where the activity is planned in a section of road that has a Section 58 (NRSWA) restriction in force and the proposed activity is not exempt from Section 58 (as described in chapter 8 of the *Code of Practice for Permits*), the Permit Authority may be of the opinion that an extended reinstatement area will be required. The Permit Authority may agree for the activity to take place only if an extended area of surface course is reinstated. Model condition WS80 will be applied to the permit to set out the agreement reached.

18.2.10.2 This condition addresses a very specific situation: that is where Shropshire Council allows works to take place within a Section 58 restriction area - where they may legitimately refuse to allow excavation works to take place - but where in order to expedite the activity there is a local agreement between Shropshire Council and the activity promoter or their contractor to undertake an enlarged area of reinstatement.

18.2.10.3 This condition cannot be imposed on a permit since it requires agreement between both parties. Where no agreement is reached, Shropshire Council is within their rights to refuse a permit to undertake that activity until the restriction is lifted.

18.2.11 Details of transitional Arrangements

18.2.11.1 Shropshire Council intends to implement the WaSP scheme on 1 April 2014.

18.2.11.2 The permit regime has been designed to follow closely the processes and timescales of the NRSWA noticing regime.

18.2.11.3 The basic rules of transition from noticing to permitting will apply on all roads where the permit scheme operates as detailed in Chapter 15.

18.2.11.4 Where section 54, 55 or 57 notices are submitted but require cancelling and amending to a PAA/PA, Shropshire Council will ensure that road space already

booked will not be affected, and will assist the activity promoter by providing early start agreements as required.

- 18.2.11.5 Shropshire Council will proactively examine their street works register in advance of implementation to help identify those notices that may need to be amended in this way.
- 18.2.11.6 As required in Regulation 3, the Permit Authority will give a minimum of 4 weeks notice of commencement of the scheme, following the Order being made by the Secretary of State, to all those previously consulted on the permit scheme.

18.2.12 *Waiving of fees during transitional period*

- 18.2.12.1 Shropshire Council will operate the WaSP scheme for the first month (from 1 April 2014) with no charge for permits issued.
- 18.2.12.2 In addition Shropshire Council will discount Fixed Penalty Notices for a three month period (from 1 April 2014) to a zero charge.
- 18.2.12.3 Shropshire Council will monitor offence levels and where it is considered that an activity promoter has high levels of non-compliance and is not showing the capability, or meeting Shropshire Council's expectation to improve over time then the FPN charges will be increased to act as an additional driver to improve practices.
- 18.2.12.4 The bedding in period will allow a transition that will not penalise genuine mistakes and allow both Shropshire Council and activity promoters to work closely together to ensure the first few months of the WaSP scheme implementation concentrates on the important aspects of the scheme and provides an opportunity for concerted dialogue to ensure the success of the WaSP scheme as a whole.



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Date: 13th May 2015



Emailed to: YottaUKSales@yotta.co.uk

Dear Sirs

**3MC 002 – THE SUPPLY, IMPLEMENTATION AND HOSTING OF AN INTEGRATED,
FULLY COMPLIANT, STREET WORKS ETON SYSTEM FOR SHROPSHIRE
COUNCIL FOR A PERIOD OF 3 YEARS**

SUBJECT TO CONTRACT

This is an Award Decision Notice. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above contract as set out in your recent tender.

However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your offer. A voluntary mandatory "standstill" period is now in force this period will end at midnight on 18 May 2015.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award of the contract after the expiry of the standstill period.

The award criteria for this contract were set out in full in Invitation to Tender with quality accounting for 60% of the total marks and price accounting for 40% of the total marks.

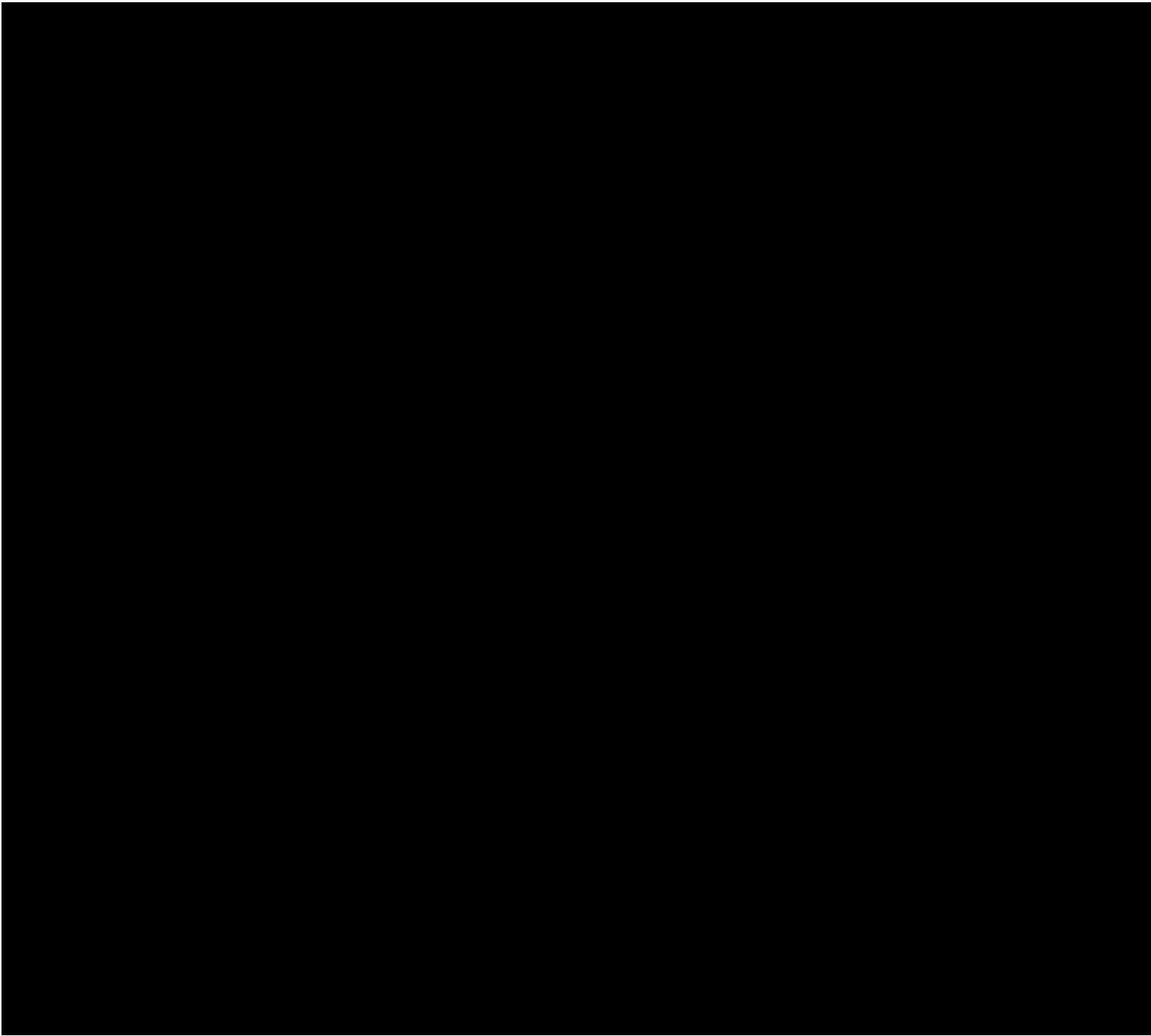
We can confirm that your tender received the following scores and ranking:-

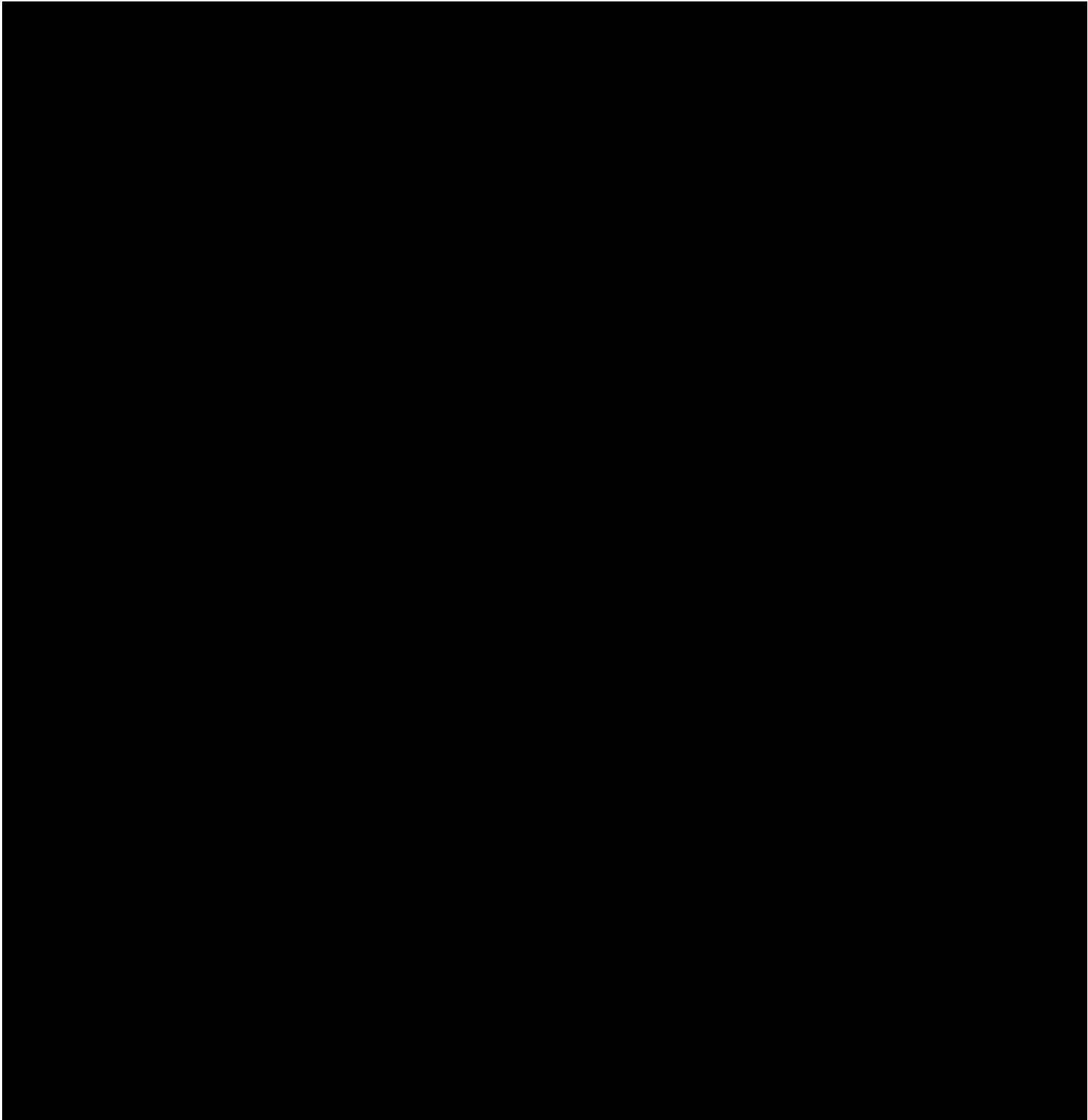


commercial info

Criteria	Your initial score	Your Weighted Score	Highest Scoring Tenderer's Total Weighted Marks	Your Rank (out of all 5 tenders received)
Quality				
Price				
Overall				

Please find details of the marks allocated to you for Quality and reasoning behind the Quality marks as follows:-





personal info

We will be in touch with you again at the end of the standstill period.

Yours faithfully


Shropshire Council


Shropshire Council