

## **SCHEDULE 7**

### **Attachments and Advertising**

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### **Attachments and Advertising**

#### **1. AUTHORITY'S AND THIRD PARTIES' RIGHTS**

1.1 The Service Provider shall permit:

1.1.1 the Authority and any Authority Party to attach or remove Authority Attachments and/or BT Attachments;

1.1.2 Third Party Authorities, their subcontractors and agents to attach or remove Third Party Attachments; and

1.1.3 third parties, their sub-contractors and agents to attach or remove other illuminated or non-illuminated attachments with the consent of the Authority (acting reasonably and taking into account the Service Provider's rights and obligations under this Contract);

from any Project Network Parts at any time during the Service Period.

#### **1.2 Hanging Baskets and Banners**

The Authority shall ensure that any Hanging Baskets and Banners attached by the Authority are suitable and satisfactory for use on the Project Network Parts.

#### **2. AUTHORITY ATTACHMENTS**

2.1 The Authority shall, from and including the Service Commencement Date, be responsible for and shall obtain all Consents in relation to Authority Attachments attached by the Authority or any Authority Party. From and including the Service Commencement Date, the Service Provider shall be responsible for and shall use all reasonable endeavours to obtain all Consents in relation to Service Provider Maintained Existing Attachments.

2.2 The Service Provider shall be responsible for all Service Provider Maintained Existing Attachments and any Authority Attachments and Third Party Attachments included as part of the Services pursuant to clause 34 (*Highway Works Authority*)

and/or schedule 19 (*Accrual and De-Accrual of Project Network Parts*) and/or schedule 18 (*Change Protocol*). In the event that any Authority Attachments and/or Third Party Attachments are included as part of the Services pursuant to schedule 19 (*Accrual and De-Accrual of Project Network Parts*) and/or schedule 18 (*Change Protocol*), the Authority may propose an Authority Change to amend existing Performance Targets or include new Performance Targets which are applicable to such Authority Attachments and/or Third Party Attachments.

- 2.3 Any instruction of the Authority requiring the Service Provider to install Authority Attachments shall be deemed to be a Low Value Change and shall be priced in accordance with the Catalogue of Low Value Changes or, where no applicable rates are included in the Catalogue of Low Value Changes, paragraph 2.2 of part 2 of schedule 18 (*Change Protocol*) shall apply.
- 2.4 The Service Provider shall obtain all Consents in relation to all Authority Attachments and Third Party Attachments to the extent that:
  - 2.4.1 the Service Provider attaches such Authority Attachments and Third Party Attachments (as the case may be) pursuant to paragraph 2.3; and
  - 2.4.2 the Authority includes such Authority Attachments and Third Party Attachments (as the case may be ) as part of the Services pursuant to schedule 19 (*Accrual and De-Accrual of Project Network Parts*) and/or schedule 18 (*Change Protocol*).
- 2.5 The Authority (in the case of Authority Maintained Existing Attachments and Authority Attachments attached by the Authority or an Authority Party on or following the Service Commencement Date) and the Service Provider (in the case of Service Provider Maintained Existing Attachments and Authority Attachments attached by the Service Provider or a Service Provider Party on or following the Service Commencement Date) shall ensure that all such Attachments:
  - 2.5.1 comply with all relevant Laws;
  - 2.5.2 comply with any restrictions in the manufacturers' recommendations in respect of the Project Network Parts to which such items are to be attached regarding the:
    - 2.5.2.1 method of fixing;

- 2.5.2.2 maximum size, weight and height of any fixtures to the Project Network Parts;
  - 2.5.2.3 manufacturers' maintenance requirements; and
  - 2.5.2.4 loading or force placed upon the Project Network Parts at any time; and
- 2.5.3 are attached and removed in accordance with Good Industry Practice.
- 2.6 The Authority shall ensure that all Authority Maintained Existing Attachments and Authority Attachments attached by the Authority following the Service Commencement Date are maintained in accordance with Good Industry Practice, schedule 2 (*Output Specification*) and all relevant Laws. Subject to schedule 18 (*Change Protocol*), the Service Provider is not responsible for Authority Maintained Existing Attachments or Authority Attachments attached by the Authority following the Service Commencement Date and shall not suffer any Adjustments if such Authority Maintained Existing Attachments or Authority Attachments attached by the Authority following the Service Commencement Date are not maintained in accordance with paragraph 2.6 of this schedule 7 (*Attachments and Advertising*).
- 2.7 The Service Provider shall ensure that all Service Provider Maintained Existing Attachments and all Attachments included as part of the Services pursuant to schedule 19 (*Accrual and De-Accrual of Project Network Parts*) are maintained in accordance with the applicable requirements of schedule 2 (*Output Specification*).
- 2.8 Except as specifically stated otherwise in this Contract, the Authority shall be responsible for procuring and paying for the provision of electricity to any Authority Attachment.
- 2.9
  - 2.9.1 Within twenty (20) Business Days (or earlier if practicable) of the Authority attaching an Authority Attachment, the Authority shall notify the Service Provider that such attachment has been carried out.
  - 2.9.2 In respect of Authority Maintained Existing Attachments and any other Authority Attachment not included as part of the Services, the Authority shall

carry out maintenance works to such Authority Attachments in accordance with the Schedule of Planned Attachment Maintenance.

2.10 Within twenty (20) Business Days after:

2.10.1 notification by the Authority pursuant to paragraph 2.9 or the relevant date of planned attachment maintenance set out in the Schedule of Planned Attachment Maintenance; or

2.10.2 becoming aware of the failure of an Authority Attachment (referred to in paragraph 2.9) to meet the requirements set out in paragraphs 2.1 and/or 2.5 and/or 2.6; or

2.10.3 becoming aware of damage caused by the Authority or an Authority Party to the Project Network Parts whilst attaching or removing an Authority Attachment or carrying out maintenance works on the Authority Attachment,

the Service Provider may, if the Service Provider considers that:

(a) an Authority Attachment which has been attached by the Authority or an Authority Party on or following the Service Commencement Date or an Authority Maintained Existing Attachment does not comply with the requirements of paragraph 2.1 and/or paragraph 2.5 and/or paragraph 2.6; and/or

(b) the Authority or Authority Party has damaged the Project Network Parts whilst attaching or removing an Authority Attachment or carrying out maintenance works to the Authority Attachment,

serve written notice on the Authority to that effect, giving details of the alleged failure. Failure by the Authority to comply with paragraph 2.9.1 of this schedule 7 (*Attachments and Advertising*) shall not give rise to any Service Provider remedy or action save that the Service Provider shall not be obliged to serve a notice pursuant to this paragraph 2.10 within twenty (20) Business Days.

2.11 The Authority may within ten (10) Business Days of receipt of a notice served by the Service Provider pursuant to paragraph 2.10 dispute the content of such notice in which case the matter shall be referred to Dispute Resolution.

2.12 If the Authority does not:

2.12.1 rectify the failure to comply with paragraph 2.1 and/or paragraph 2.5 and/or paragraph 2.6 or damage caused by the Authority or an Authority Party (as detailed in paragraph 2.10 of this schedule 7 (*Attachments and Advertising*)); or

2.12.2 instruct the Service Provider to rectify the failure to comply with the requirements of paragraph 2.1 and/or paragraph 2.5 and/or paragraph 2.6 or damage caused by the Authority or Authority Party (as detailed in paragraph 2.10 of this schedule 7 (*Attachments and Advertising*); or

2.12.3 remove the Authority Attachment detailed in paragraph 2.10 of this schedule 7 (*Attachments and Advertising*),

within ten (10) Business Days following the date of agreement or determination that such Authority Attachment does not comply with the requirements of paragraph 2.1 and/or paragraph 2.5 and/or paragraph 2.6 or that the Authority or an Authority Party has damaged the Project Network Parts whilst attaching or removing an Authority Attachment or carrying out maintenance works on an Authority Attachment, the Service Provider shall thereafter have the right to remove such Authority Attachment and return it to the Service Provider's depot and rectify any damage. The Authority shall be obliged to pay the Service Provider for the reasonable costs of any rectification, removal and return (provided the Service Provider has used all reasonable endeavours to minimise such rectification and removal costs and costs of return).

2.13 In the event that the Authority issues an instruction to the Service Provider in accordance with paragraph 2.12.2, the Service Provider shall be obliged to carry out such rectification or removal and the Authority shall be obliged to pay the Service Provider for such rectification or removal in accordance with the Catalogue of Low Value Changes or, where no applicable rates are included in the Catalogue of Low Value Changes, paragraph 2.2 of part 2 of schedule 18 (*Change Protocol*) shall apply (provided the Service Provider has used all reasonable endeavours to minimise such rectification or removal costs).

2.14 The Authority shall not be responsible for:

- 2.14.1 any damage caused to any Project Network Parts by the Service Provider or a Service Provider Party in attaching, maintaining or removing any Attachments; and
- 2.14.2 any damage caused by the Authority or an Authority Party to the Project Network Parts whilst attaching or removing an Authority Attachment or carrying out maintenance works on an Authority Attachment to the extent that such damaged Project Network Parts is or will be (notwithstanding such damage) the subject of a planned replacement in accordance with the applicable provisions of this Contract.

### **3. THIRD PARTY ATTACHMENTS**

- 3.1 Subject to clause 55 (*Indemnity*) of the Contract, if the Service Provider causes damage to any Third Party Attachment, the Service Provider shall indemnify the Authority against such loss or damage. The Service Provider shall not indemnify the Authority against any damage caused to any Third Party Attachment by any works to the extent that such works were carried out by the Authority or an Authority Party.
- 3.2 The Authority shall be responsible for any damage caused to any Project Network Parts by a Third Party Attachment or any works to a Third Party Authority Attachment and paragraphs 2.5 to 2.14 (inclusive) shall apply as if reference to "Authority Attachments" has been replaced with reference to "Third Party Attachments".
- 3.3 The Authority may instruct the Service Provider to install Third Party Attachments. Any instruction of the Authority requiring the Service Provider to install Third Party Attachments shall be deemed to be a Low Value Change and shall be priced in accordance with the Catalogue of Low Value Changes or, where no applicable rates are included in the Catalogue of Low Value Changes, paragraph 2.2 of part 2 of schedule 18 (*Change Protocol*) shall apply.
- 3.4 Except as specifically stated in this Contract, the Authority shall be responsible for procuring that Third Party Authorities procure and pay for the provision of electricity to Third Party Attachments.

#### **4. OTHER ATTACHMENTS AND ADVERTISING**

- 4.1 The Service Provider and any Service Provider Party shall not be entitled to attach, fix or place any item or thing on any Project Network Parts other than in accordance with an express provision of this Contract. The Service Provider and any Service Provider Party shall not be entitled to attach, fix or place any telecommunications equipment to any Project Network Part.
- 4.2 Throughout the Contract Term, the Service Provider (or any contractor of the Service Provider or any person on the Service Provider's behalf) shall not attach Advertising to any Project Network Part unless agreed by the Authority pursuant to clause 71 (*No Additional Income*).
- 4.3 Notwithstanding any other provision of this Contract, the Authority or an Authority Party may attach Advertising or telecommunications equipment to any Project Network Parts without the requirement to obtain the consent of the Service Provider.
- 4.4 The Service Provider shall not be responsible for the repair, or maintenance or any associated energy costs of any Advertising or telecommunications equipment attached by the Authority or any Authority Party to any Project Network Part. In the event of any damage being caused to the Project Network Parts by the fixing, removal or maintenance of any Advertising or telecommunications equipment paragraphs 2.10 to 2.12 (inclusive) shall apply.

#### **5. BT ATTACHMENTS**

- 5.1 The Service Provider acknowledges that pursuant to and in accordance with the BT Licence, BT Attachments may be placed by BT on, in or around Apparatus in the BT Sites.
- 5.2 The Service Provider shall liaise, co-ordinate and co-operate with BT on behalf of the Authority in order to ensure that, as far as reasonably practicable, all works carried out by BT in accordance with the BT Licence are set out in the relevant Annual Programme.
- 5.3 Where the Service Provider reasonably believes that works to be carried out by BT in accordance with the BT Licence will adversely affect the Services, then it shall notify the Authority of the same as soon as reasonably practicable.



- 5.4 Where notified in accordance with paragraph 5.3 the Authority shall use its reasonable endeavours to re-arrange such BT works in order to minimise any such adverse effect on the Services.
- 5.5 Where the Authority or an Authority Party seeks to carry out works to BT Apparatus that are not set out in the relevant Annual Programme, it shall notify the Service Provider of the same and such works shall not be undertaken by the Authority or an Authority Party without the written approval of the Service Provider (such approval not to be unreasonably withheld or delayed).
- 5.6 Where the Service Provider reasonably requires that BT Attachments are temporarily removed from BT Apparatus in order to provide the Services in accordance with this Contract then the Service Provider shall give the Authority not less than forty (40) Business Days notice of the same unless such Services are required due to the occurrence of a Category 1 Defect.
- 5.7 The Authority shall, within thirty (30) Business Days of receipt of the notice served in accordance with paragraph 5.6 above, notify the Service Provider of:
- 5.7.1 those items of BT Apparatus on which the BT Attachments shall be removed by the Service Provider in accordance with paragraph 5.8;
  - 5.7.2 those items of BT Apparatus in respect of which BT Attachments have been removed by the Authority or an Authority Party; and
  - 5.7.3 those BT Attachments which shall not be removed by the Service Provider or the Authority or an Authority Party;
- 5.8 Where the Service Provider is instructed to remove BT Attachments from BT Apparatus in accordance with paragraph 5.7.1, such BT Attachment removal shall be carried out as part of the Services and all removed BT Attachments shall be stored in the Depot in a safe and secure manner until such time as the Service Provider notifies the Authority that such BT Attachments are ready for collection and the same are collected by the Authority or an Authority Party.
- 5.9 The Service Provider shall be entitled to be reimbursed by the Authority for any expenses reasonably incurred for the removal and storage of those BT Attachments referred to in paragraph 5.8 in accordance with the Catalogue of Low Value Changes in schedule 18 (*Change Protocol*).

- 5.10 Where the notice issued by the Authority pursuant to paragraph 5.6 states that there are BT Attachments which shall not be removed, then the Service Provider shall be entitled to an Excusing Cause.
- 5.11 The Service Provider shall notify the Authority as soon as reasonably practicable of the completion of the Services to the affected BT Apparatus.
- 5.12 The Service Provider shall not be responsible for re-attaching any BT Attachments removed by it in accordance with paragraph 5.8.
- 5.13 The Service Provider shall agree the specification of any replacement BT Apparatus with the Authority at least three (3) Months prior to the replacement of such existing BT Apparatus (save for any replacements that are required as a result of a Category 1 Defect in which case such replacement BT Apparatus shall be in accordance with the requirements of schedule 2 (*Output Specification*)).
- 5.14 Where the specification agreed for replacement BT Apparatus in accordance with paragraph 5.13 differs from the specification for other items of similar Apparatus in schedule 2 (*Output Specification*), then the Service Provider shall be entitled to be reimbursed for any reasonable additional costs incurred as a result of the differing specification.
- 5.15 The Authority shall notify the Service Provider as soon as reasonably practicable of any changes to the list of BT Apparatus and BT Sites and the Service Provider shall update the relevant section(s) of the Management Information System accordingly pursuant to the provisions of this Contract.
- 5.16 Where the Service Provider reasonably believes that BT Attachments:
- 5.16.1 are not or have not been maintained or installed in accordance with Good Industry Practice; or
  - 5.16.2 require urgent works to eliminate danger to the public or for other urgent reasons relating to safety;
- then it shall notify the Authority of the same as soon as reasonably practicable provided that nothing in this schedule 7 (*Attachments and Advertising*) shall relieve the Service Provider from complying with its obligations in respect of Category 1 Defects in schedule 2 (*Output Specification*).

- 5.17 The Authority shall, as soon as reasonably practicable, and in any event not later than five (5) Business Days from the date of receipt of the notice served in accordance with paragraph 5.16 notify the Service Provider of any works it requires the Service Provider to carry out to the relevant BT Apparatus and/or BT Attachments (if any).
- 5.18 In the event of any accident or vandalism requiring the replacement of any BT Apparatus which is not a Category 1 Defect, the Service Provider shall notify the Authority of the same as soon as reasonably practicable and shall:
- 5.18.1 cut away the affected BT Apparatus and/or BT Attachments and make it safe and remove the same to the Depot where the affected BT Attachments shall be collected at a later agreed date by the Authority or an Authority Party;
  - 5.18.2 at all times use its reasonable endeavours to secure the safety of the relevant BT Attachments until such time as the same are collected from the Depot by the Authority or an Authority Party; and
  - 5.18.3 if so notified by the Authority replace the affected BT Apparatus as soon as reasonably practicable, and in any event not later than fifteen (15) Business Days (or such longer period if specified in the notice) after receiving notification from the Authority of the need for replacement.
- 5.19 Where BT Apparatus are replaced by the Service Provider as a result of a Category 1 Defect, it shall:
- 5.19.1 notify the Authority of the same as soon as reasonably practicable and in any event no later than two (2) Business Days after such replacement is completed;
  - 5.19.2 remove all BT Attachments from the affected BT Apparatus using all reasonable endeavours not to damage any BT Attachments; and
  - 5.19.3 at all times use its reasonable endeavours to secure the safety of the relevant BT Attachments until such time as the same are collected from the Depot by the Authority or an Authority Party on a date to be agreed between the parties.
- 5.20 The Service Provider shall not be responsible for re-attaching any BT Attachments removed by it in accordance with paragraph 5.19.

- 5.21 Where the Authority notifies the Service Provider that it requires the Service Provider to undertake works to the BT Apparatus and/or the BT Attachments and/or the Project Network, in accordance with this schedule 7 (*Attachments and Advertising*) then the Service Provider shall carry out such works as part of the Services and the Service Provider shall be entitled to be reimbursed for costs reasonably incurred in carrying out any such works in accordance with the Catalogue of Low Value Changes in schedule 18 (*Change Protocol*).
- 5.22 Except as specifically stated otherwise in this Contract, the Authority shall be responsible for procuring and paying for the provision of electricity to any BT Attachments.
- 5.23 The Authority shall be responsible for obtaining all Consents in respect of any BT Attachments.
- 5.24 Subject to clause 55 (*Indemnity*) the Service Provider shall indemnify the Authority and keep the Authority fully indemnified against all claims, actions, proceedings, suits, damages, losses, costs and expenses which the Authority may incur or suffer as a result of damage to BT Attachments by the Service Provider.
- 5.25 The Authority shall indemnify and keep the Service Provider fully indemnified against all claims, actions, proceedings, suits, damages, losses, costs and expenses which the Service Provider may incur or suffer as a result of damage to the Project Network by the Authority or an Authority Party whilst carrying out works to the BT Apparatus and/or BT Attachments.
- 5.26 The Authority shall notify the Service Provider within ten (10) Business Days of the date of termination or expiry of the BT Licence and such notice shall specify the BT Apparatus and areas of the Project Network that the Service Provider is to inspect within thirty (30) Business Days of receipt of the notice in order to determine whether or not all BT Attachments have been removed and that all items of BT Apparatus and the relevant areas of the Project Network are free from damage that could have reasonably arisen from such removal.
- 5.27 Where as a result of the inspection carried out by the Service Provider pursuant to paragraph 5.26 it is determined by the Service Provider that BT Attachments are still in place on the Project Network or that the BT Apparatus and the relevant areas of the Project Network are damaged as a result of the removal of BT Attachments, the

Service Provider shall notify the Authority of the same within five (5) Business Days of such determination.

- 5.28 The Authority shall notify the Service Provider of any works it requires to be carried out to the BT Apparatus and/or the relevant areas of the Project Network within ten (10) Business Days of receipt of the notice served pursuant to paragraph 5.26 and the Service Provider shall carry out such works in accordance with paragraph 5.21.

## 6. EXISTING ATTACHMENTS SURVEY

- 6.1 Notwithstanding any other provision of this schedule 7 (*Attachments and Advertising*), the following shall apply to all Existing Attachments which are to be replaced and/or re-sited as part of the Services or as a consequence of the Services. The Service Provider shall **only** replace an Existing Attachment where it is incapable of reattachment or does not comply with paragraph 2.5 otherwise the Service Provider shall reuse and resite the Existing Attachment (unless otherwise instructed by any relevant Third Party Authority or by the Authority).
- 6.2 Not less than thirty (30) Business Days prior to the Service Provider undertaking any works in any street pursuant to any Annual Programme, the Service Provider shall survey all Existing Attachments in that street and:
- 6.2.1 provide to the Authority photographs showing all Project Network Parts which have any Existing Attachments attached to them (and on the photographs identify each Attachment with a number and identify the location accurately on a to-scale plan);
  - 6.2.2 provide to the Authority a 1:500 to-scale plan showing the position, proposed location, proposed type, design and details of new Project Network Parts to be installed pursuant to the relevant Annual Programme and the date on which the Services are scheduled to take place ("**Scheduled Installation Date**");
  - 6.2.3 notify the Authority of any Existing Attachments which are incapable of reattachment or do not comply with paragraph 2.5;
  - 6.2.4 notify the Authority of any Existing Attachments which must remain in situ and in respect of which the Service Provider shall (at its own expense) install

a new post or another item capable of taking the Existing Attachment where necessary; and

6.2.5 ensure that the Management Information System contains details of the information set out in paragraphs 6.2.1 to 6.2.4 (inclusive).

6.3 Not less than fifteen (15) Business Days after the receipt of all relevant information in accordance with paragraph 6.2, the Authority shall notify the Service Provider in writing of:

6.3.1 which Existing Attachments are to be re-sited, indicating in sufficient detail on a mark up of the plan provided by the Service Provider where each Existing Attachment is to be re-sited on the new Project Network Parts;

6.3.2 whether any new Attachment is to be attached to the new Project Network Parts and showing in sufficient detail on the mark-up of the plan provided by the Service Provider where each new Attachment is to be attached;

6.3.3 which Existing Attachments are either no longer required or are unauthorised; and

6.3.4 which Existing Attachments must remain in situ, and whether the Service Provider shall install a new post or other appropriate item on which to attach such Existing Attachments.

The Service Provider is not obliged to comply with any instruction of the Authority which puts the Service Provider in breach of this Contract or Legislation. The Service Provider shall provide to the Authority evidence of why it considers such instruction would put it in breach and, within five (5) Business Days of receipt of such information, the Authority shall either issue further instructions or refer the matter to Dispute Resolution.

6.4 The Service Provider shall:

6.4.1 re-site and/or attach each Existing Attachment or new Attachment in the position shown by the Authority's mark-up of the plan provided pursuant to paragraphs 6.3.1 or 6.3.2 (as the case may be) at the time of carrying out the Services. Provided that, in the case of new Attachments, the Authority has either:

- 6.4.1.1 supplied the new Attachments to the Service Provider two (2) Business Days before the relevant Scheduled Installation Date notified to the Authority pursuant to paragraph 6.2.2 above; or
- 6.4.1.2 instructed the Service Provider to procure the new Attachments within ten (10) Business Days before the relevant Scheduled Installation Date notified to the Authority pursuant to paragraph 6.2.2 above and the Authority shall reimburse the Service Provider for the reasonable costs of the new Attachment in accordance with clause 53 (*Financial Adjustments*);
- 6.4.1.3 remove and dispose of any Existing Attachments notified by the Authority pursuant to paragraph 6.3.3 at the time of carrying out the relevant removal; and
- 6.4.1.4 install a new post or other appropriate item capable of taking the Existing Attachment (at its own expense) and attach the Existing Attachments to it as instructed by the Authority pursuant to paragraph 6.3.4.

The Authority shall include any such new posts or other appropriate items capable of taking Existing Attachments as part of the Services in accordance with schedule 19 (*Accrual and De-Accrual of Project Network Parts*) and the Service Provider shall be responsible for maintaining and replacing such posts or other items pursuant to schedule 19 (*Accrual and De-Accrual of Project Network Parts*).

6.5 If the Authority does not give instructions in accordance with paragraph 6.3 in relation to any Existing Attachment then:

- 6.5.1 the Service Provider shall not remove the Project Network Parts to which the Existing Attachment is attached until the Authority notifies the Service Provider of the position in which the Existing Attachment is to be attached (whether to new Project Network Parts, to a post or other appropriate item) or the Authority supplies a replacement Existing Attachment which complies with paragraph 2.5 or instructs the Service Provider to procure such a replacement in accordance with paragraph 6.4.1.2 or the expiry of thirty (30)

Business Days following receipt by the Authority of all relevant information in accordance with paragraph 6.2; and

6.5.2 the Authority shall reimburse the Service Provider the reasonable and proper cost of removing such Project Network Parts to the extent that such cost is in excess of the cost which would have been incurred had the Project Network Parts been replaced at the time set out in the Core Investment Period Programme; and

6.5.3 where and to the extent that such Existing Attachments are attached to any Project Network Parts that is Deemed to Comply Street Lighting and such Deemed to Comply Street Lighting is not removed by virtue of the Authority not giving an instruction pursuant to paragraph 6.3 at such time when it should have been removed in accordance with the relevant Annual Programme shall be deemed to be replaced for the purposes of Performance Standard 1B,

unless the reason for the Authority failing to give instructions is that the Service Provider had not complied with paragraph 6.2 in which case the cost of removing and re-siting the Project Network Parts shall be borne entirely by the Service Provider and such Project Network Parts that is Deemed to Comply Street Lighting which is to be removed in accordance with the relevant Annual Programme shall not be deemed to be replaced for the purposes of Performance Standard 1B.

6.6 If the Authority fails to provide instructions within the time limits set out in paragraph 6.3 but does give instructions before the relevant removal or installation takes place, the Service Provider shall act reasonably in accepting and effecting those instructions.

6.7 Where the Authority fails to provide a new Attachment or fails to provide an instruction in accordance with the time periods set out in paragraph 6.4 above, the Service Provider shall attach such new Attachment and be entitled to be reimbursed by the Authority for the reasonable costs of such new Attachment in accordance with clause 53 (*Financial Adjustments*).

6.8 The Service Provider shall undertake its obligations under this paragraph 6 for no additional payment from the Authority, except to the extent that this paragraph 6 expressly states otherwise.



## 7. UNAUTHORISED ATTACHMENTS

- 7.1 If an Unauthorised Attachment appears where the beneficiary of such Unauthorised Attachment ("**Unauthorised Attachment Beneficiary**") cannot be reasonably identified, the Service Provider shall remove, in accordance with paragraph 2.16.9.1 of part 2 of schedule 2 (*Output Specification*), and dispose of such Unauthorised Attachment. The Service Provider shall also remove all extraneous ties to such Unauthorised Attachment.
- 7.2 If an Unauthorised Attachment appears where the Unauthorised Attachment Beneficiary is known, the Service Provider shall photograph such Unauthorised Attachment in-situ and where reasonably practicable the Service Provider shall ensure that the photograph includes the unique identity number of the item of Project Network Parts and the date on which the photograph was taken. Having taken the photograph of the Unauthorised Attachment, the Service Provider shall, in accordance with paragraph 2.16.9.1 of part 2 of schedule 2 (*Output Specification*), remove and dispose of such Unauthorised Attachment including without limitation the removal of all extraneous ties.
- 7.3 The Service Provider shall maintain and keep up to date the Unauthorised Attachments Register in accordance with part 8 of schedule 2 (*Output Specification*).
- 7.4 Where the Authority elects, at its sole discretion, to take Enforcement Action against the Unauthorised Attachment Beneficiary, using information from the Unauthorised Attachments Register, the Service Provider shall provide, at the Service Provider's cost, reasonable assistance to the Authority in relation to such Enforcement Action, to include the provision of further statements and, if required, attendance at court. For the avoidance of doubt, the legal fees of the Authority in relation to such Enforcement Action and any applicable cost order of the court shall be for the account of the Authority.
- 7.5 If, in the reasonable opinion of the Service Provider, the Service Provider considers that it is repeatedly removing Unauthorised Attachments of the same Unauthorised Attachment Beneficiary, the Service Provider may request the Authority to undertake Enforcement Action, if such Enforcement Action has not already commenced. If the Authority agrees to take such Enforcement Action the provisions of paragraph 7.4 shall apply.

- 7.6 The Parties acknowledge that the Authority may share information from the Unauthorised Attachments Register with other enforcement authorities, where appropriate, in order to support convictions.
- 7.7 The Service Provider shall permit flowers and other offerings attached to Project Network Parts to create temporary shrines for a reasonable period of time having regards to the Authority policy on this matter as notified by the Authority to the Service Provider from time to time, or such other time period as the Authority reasonably notifies the Service Provider in respect thereof. After such period the Service Provider shall remove and store the offerings for one (1) Month before disposing of the same, unless such offering (such as flowers) has perished in which case the Service Provider shall dispose of the offering.
- 7.8 Where the Service Provider is unable to determine (acting reasonably) whether an attachment is an Attachment or an Unauthorised Attachment, having used all reasonable endeavours to determine whether such attachment is an Attachment or an Unauthorised Attachment, it shall be entitled to request confirmation from the Authority. The Authority shall provide such confirmation to the Service Provider in writing within ten (10) Business Days of receipt of such a request.

## **APPENDIX A**

### **Authority Maintained Existing Attachments**

1. Hanging Baskets
2. Banners
3. Pennants
4. environmental monitoring equipment
4. Crime prevention equipment (including with limitation CCTV cameras)
5. Advertising

## APPENDIX B

### BT Sites

| <b>ID Address</b> | <b>Comment</b>                             | <b>X(NGR)</b> | <b>Y(NGR)</b> | <b>LP Height</b> |
|-------------------|--------------------------------------------|---------------|---------------|------------------|
| SWT893            | Holloway Circus Cleveland Twr              | 406796.78     | 286411.69     | 12.5             |
| SWT3218           | Hockley St Roundabout                      | 406108.72     | 287955.09     | 9.5              |
| SWT3183           | Warstone Lane, Chamberlain Clock           | 406024.19     | 287674.38     | 9.5              |
| SWT3192           | Vyse St - Hockley St Jewellery Qtr Station | 406025        | 287915.69     | 9.5              |
| SWT3239           | Warston Lane - Hall St Jewellery Qtr       | 406280.25     | 287752.38     | 9.5              |
| SWT3204           | Hylton-Branston St Jewellery Qtr           | 406067.69     | 288116.78     | 9.5              |
| SWT1723           | Horse Fair - Essex St Hippodrome           | 406925.78     | 286210.72     | 12.5             |
| SWT79             | Priory Sq                                  | 407287.19     | 287145.97     | 13               |
| SWT234            | Bull St - Temple Row                       | 407156.06     | 287076.44     | 10.5             |
| SWT98             | Colmore Circus                             | 407038.63     | 287240.56     | 13               |
| SWT3541           | Newhall St - Fleet                         | 406519.34     | 287246.53     | 10.5             |
| SWT369            | Queensway - Ludgate St                     | 406734.53     | 287294.28     | 12.5             |
| SWT3538           | Newhall St - Charlotte St                  | 406451.94     | 287324.28     | 11.5             |
| SWT3555           | Ludgate Hill - Lionel St                   | 406656.69     | 287323        | 9.5              |
| SWT554            | Edgbaston St - Moat Lane                   | 407366.91     | 286540.25     | 12.5             |
| SWT1249           | End of Gas St Near Bridge                  | 406325.69     | 286455.81     | 10               |
| SWT1278           | Berkley St - Holliday St Registry office   | 406294.13     | 286402.66     | 10.5             |
| SWT1229           | Bridge St - Holliday St                    | 406396.69     | 286537.5      | 10.5             |
| SWT1221           | Holliday St Centenary Plaza                | 406499.75     | 286622.91     | 10               |
| SWT706            | Cambridge Roundabout                       | 406180.13     | 286892.22     | 10.5             |
| SWT699            | King Edwards Road - Kingston R             | 406034.03     | 286872.53     | 10.5             |
| SWT793            | Sheepcote St Crescent Theatre              | 405820.63     | 286602.5      | 10.5             |
| SWT616            | Broad St - Berkley St                      | 406080.81     | 286563.94     | 10.5             |
| SWT607            | Broad St - Sheepcote St                    | 405970        | 286438.38     | 10.5             |
| SWT754            | Sheepcote St - Essington St Roundabout     | 405874        | 286504.84     | 10.5             |

| <b>ID Address</b> | <b>Comment</b>                                        | <b>X(NGR)</b> | <b>Y(NGR)</b> | <b>LP Height</b> |
|-------------------|-------------------------------------------------------|---------------|---------------|------------------|
| SWT155            | Corporation St - Steelhouse L                         | 407387.47     | 287431.81     | 10               |
| SWT122            | Newton St - Dale End                                  | 407414.97     | 287175.78     | 10               |
| SWT43             | Carrs Lane - High St Opposite Union St                | 407273.31     | 286868.31     | 13               |
| SWT21             | High St - Bull St Near Dale End                       | 407273.06     | 286925.91     | 10.5             |
| SWT5              | Corporation St Cherry St Union St                     | 407125        | 286948.81     | 10.5             |
| SWT499            | Navigation St - Paradise Hill opposite John Bright St | 406753.34     | 286679.5      | 12.5             |
| SWT311            | Church St - Edmund St                                 | 406869.31     | 287157.53     | 10.5             |
| SWT101            | Colmore Circus Queensway                              | 407086.94     | 287210.25     | 13               |
| SWT223            | Colmore Row - Livery St Snow Hill Station             | 407014.5      | 287149.97     | 9.5              |
| SWT316            | Church St - Cornwall St                               | 406813.72     | 287216.34     | 10.5             |
| SWT416            | Newhall St - Edmund St opposite SWT416                | 406764.91     | 287057.09     | 10.5             |
| SWT1              | Corporation St - New St Onli if fitted with Haldo Pi  | 407047.84     | 286806.84     | 10.5             |
| SWT136            | Corporation St - Newton St Courts                     | 407313.16     | 287225.16     | 10.5             |
| SWT637            | Broad St - Bridge St Centenary Square                 | 406315.53     | 286759.28     | 10.5             |
| SWT715            | Cambridge St - Brindley Dri                           | 406318        | 286912.75     | 10.5             |
| SWT465            | Paradise St                                           | 406613.06     | 286812.91     | 12.5             |
| SWT898            | Royal Mail St Mailbox SC                              | 406677.97     | 286553.75     | 12.5             |
| SWT1469           | Small Brook Queensway - Hil                           | 406991.28     | 286418.34     | 12.5             |
| SWT1713           | Small Brook Queensway - Dud                           | 407104.28     | 286489.38     | 12.5             |
| SWT562            | Digbeth - Allison St                                  | 407503.56     | 286465.56     | 10.5             |
| SWT3482           | Livery St - Cornwall St                               | 406641.13     | 287579.59     | 9.5              |
| LP 24 25          | Colmore Circus Queensway                              | 407152.25     | 287258.5      | 6                |
| LP12              | Moor St - The Priory Queensway Opp                    | 407494.91     | 287008.19     | 6                |
| LP18              | Moor St - Carrs Lane Opposite Carrs Lane New LP       | 407381.09     | 286824.91     | 6                |
| SWT1628           | Bromsgrove St - Hurst St                              | 407151.06     | 286166        | 10               |
| SWT474            | Pinfold St - Ethel St Opposite Ethel St               | 406791.56     | 286768.19     | 7                |
| SWT3139           | Newhall St - Brook St                                 | 406344.28     | 287390.63     | 4.5              |
| SWT3236           | Hall St - Jewellery Quarter                           | 406337.72     | 287855.78     | 9.5              |

| <b>ID Address</b> | <b>Comment</b>                     | <b>X(NGR)</b> | <b>Y(NGR)</b> | <b>LP Height</b> |
|-------------------|------------------------------------|---------------|---------------|------------------|
| SWT3586           | Charlotte St                       | 406251.72     | 287122.16     | 4.5              |
| SWT662            | Fleet St - Sand Pitts Parade       | 406334.44     | 287073.63     | 11.5             |
| SWT3550           | Lionel St 16                       | 406516.72     | 287179.16     | 10.5             |
| SWT2074           | Corporation St - Bagot St 25       | 407565.63     | 287995.81     | 11.5             |
| SWT2054           | Staniforth St - Lancaster Ci       | 407450.88     | 287686.59     | 14.5             |
| SWT2062           | Corporation St - Moland St         | 407491.94     | 287824.31     | 11.5             |
| SWT1996           | Holt St - Aston University 1       | 407678.59     | 287875.63     | 6.5              |
| SWT2641           | Lister St - Aston University 2     | 407764.28     | 287780.22     | 6.5              |
| SWT2025           | Lister St - Woodcock (Public)      | 407705.72     | 287704.72     | 5.5              |
| SWT2036           | Aston St - Aston University        | 407611.53     | 287559.78     | 5.5              |
| SWT2458           | Jennens Rd - Woodcock St - As      | 407953.47     | 287479.13     | 11.5             |
| SWT2474           | Jennens Rd - Ped Crossing A<br>27A | 407795.03     | 287405.63     | 10               |
| SWT2469           | Jennens Rd 159B                    | 407684.75     | 287250.97     | 10               |
| LP2685            | Jennens Rd - James Watt Quee<br>33 | 407561.5      | 287156.5      | 11.5             |
| SWT301            | Church St - Colemore Row 1         | 406934.59     | 287086.41     | 5.5              |
| SWT413            | Newhall St - Colemore Row 1        | 406810.47     | 287003.75     | 10.5             |
| SWT219            | Livery St - Edmund St 6            | 406942.13     | 287238.72     | 10.5             |
| SWT215            | Livery St - Cornwall St 3          | 406872.06     | 287319.25     | 10.5             |
| SWT365            | Livery St - Queensway              | 406794.84     | 287366.5      | 12.5             |
| SWT182            | Queensway                          | 406972.03     | 287476.56     | 12               |
| SWT88             | Weaman St - Queensway Circus<br>20 | 407108.28     | 287329        | 13               |
| SWT2806           | Whittal St - St Chads Way 8        | 407047.13     | 287524.25     | 11               |
| SWT2298           | New Canal St - Bordesley Rd        | 407701.5      | 286707.5      | 11               |
| SWT2616           | Freeman St - Park St               | 407520.5      | 286844.81     | 13               |
| SWT2540           | Bartholomew St - Fazeley St 10     | 407654.97     | 286930.28     | 6.5              |
| SWT2254           | Bradford St                        | 407566.69     | 286335.47     | 10.5             |
| SWT1950           | Meriden St - Coventry St           | 407627.09     | 286577.47     | 10               |
| SWT1650           | Hurst St - Bromsgrove St           | 407151.88     | 286068.72     | 6.5              |
| SWT623            | Broad St - Gas St 22               | 406148.94     | 286664.88     | 10.5             |
| SWT809            | Tennant St - Bishopgate St         | 405903.28     | 286211.19     | 10.5             |
| SWT595            | Broad St - Bishopsgate St          | 405835.41     | 286286.53     | 10.5             |
| SWT1279           | Granville St - Tennant St          | 406078.75     | 286458.34     | 10.5             |
| SWT1481           | St Martins Queensway - New         | 407168.59     | 286674.97     | 12.5             |

| <b>ID Address</b> | <b>Comment</b>                                 | <b>X(NGR)</b> | <b>Y(NGR)</b> | <b>LP Height</b> |
|-------------------|------------------------------------------------|---------------|---------------|------------------|
| SWT526            | Upper Dean St - Pershore S                     | 407204.81     | 286373.22     | 12.5             |
| SWT395            | Great Charles St - Paradise                    | 406533.44     | 287005.81     | 12.5             |
| SWT381            | Great Charles St - Newhall S                   | 406660.66     | 287154.34     | 10.5             |
| SWT694            | King Edwards Rd - NIA<br>National Indoor Arena | 405918.31     | 286959.53     | 10.5             |

## **APPENDIX C**

### **Schedule of Planned Attachment Maintenance**



| Sign  | Location                                       | Not recorded          | Renewal                       | As and when required                                                                                                                                        | Highways                                                                                         |
|-------|------------------------------------------------|-----------------------|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Signs | City Boundary signs                            | Not recorded          | Renewal                       | As and when required                                                                                                                                        | Highways                                                                                         |
| Signs | Parish Boundary signs                          | Not recorded          | Renewal                       | As and when required                                                                                                                                        | Highways                                                                                         |
| Signs | Historic district signs                        | Not recorded          | Renewal                       | As and when required                                                                                                                                        | Environmental                                                                                    |
| Signs | Dog fouling signs                              | Not recorded          | Renewal                       | As and when required                                                                                                                                        | Environmental                                                                                    |
| Signs | Litter prevention notices                      | Not recorded          | Renewal                       | As and when required                                                                                                                                        | Highways                                                                                         |
| Signs | Neighbourhood Watch signs                      | Not recorded          | Renewal                       | As and when required                                                                                                                                        | Highways                                                                                         |
| Signs | Legal notices; eg for Stopping up orders       | As required by notice | Erection, inspection, removal | Normally displayed for 3 weeks. Checked weekly and replaced if missing.                                                                                     | Transportation Strategy                                                                          |
| Signs | Notices required for Traffic Regulation Orders | As required by notice | Erection, inspection, removal | Period of display can vary from 1 day to 18 months. Checking only carried on notices with longer display period. Frequency of checking depends on location. | Transportation Strategy                                                                          |
| Signs | Alcohol prohibition and other by-law signs     | Not recorded          | Renewal                       | As and when required                                                                                                                                        | Provided and maintained by WM Police.                                                            |
| Signs | Privilege direction signs                      | Not recorded          | Renewal                       | As and when required                                                                                                                                        | Costs charged to applicant includes commuted sum for future maintenance. Maintained by Highways. |
| Signs | Advertising                                    | As required           | Not BCC                       |                                                                                                                                                             | Commercial advertising signs not approved for attachment to highway assets. Charity/fundraising  |

|            |                                             |                                                         |         |                      |  |                                                                                                                                                     |
|------------|---------------------------------------------|---------------------------------------------------------|---------|----------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                                             |                                                         |         |                      |  | <i>events signs permitted subject to conditions. Size of sign, prompt removal after event, BCC to be indemnified.</i>                               |
| Signs      | Special event signage and direction signage | As required                                             | Not BCC |                      |  | <i>AA - permitted subject to conditions. Size of sign, prompt removal after event, BCC to be indemnified.</i>                                       |
| Signs      | Pennants                                    | As required                                             | Not BCC |                      |  | <i>These attachments considered to be temporary and associated with an event e.g. B'ham Half Marathon. To be removed after event by organisers.</i> |
| Signs      | Banners                                     | As required                                             | Not BCC |                      |  | <i>These attachments considered to be temporary and associated with an event e.g. B'ham Half Marathon. To be removed after event by organisers.</i> |
| Signs      | City dressing                               | See dataroom document 0280                              | Renewal | As and when required |  | <i>City centre Management</i>                                                                                                                       |
| Signs      | Bus stops and timetables                    | Not recorded                                            | Not BCC |                      |  | <i>Centro</i>                                                                                                                                       |
| Electrical | Environmental monitoring equipment          | None attached to Street Lighting. All are freestanding. |         |                      |  |                                                                                                                                                     |

| Service Area                                   | Attachment type                                  | Location                   | Maintenance required           | Frequency                                                                               | Maintenance notified by                           |
|------------------------------------------------|--------------------------------------------------|----------------------------|--------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------------|
| Electrical                                     | Crime prevention equipment - CCTV                | See dataroom document 0585 | General Maintenance and repair | As and when required. Maintenance contractors notified by                               | Maintenance contractors notified by camera owner. |
| Horticultural                                  | Hanging Baskets                                  | See attached worksheet     | Erection; watering; removal.   | Erected May/June; watered 2 times per week; removed Sep/Oct. Timing depends on weather. | Horticulture                                      |
|                                                |                                                  |                            |                                |                                                                                         |                                                   |
|                                                |                                                  |                            |                                |                                                                                         |                                                   |
| General. Other attachments known to exist are: |                                                  |                            |                                |                                                                                         |                                                   |
|                                                | a) City Boundary signs                           |                            |                                |                                                                                         |                                                   |
|                                                | b) Parish Boundary signs                         |                            |                                |                                                                                         |                                                   |
|                                                | c) Historic district signs                       |                            |                                |                                                                                         |                                                   |
|                                                | d) Multi-lingual 'Do not feed the pigeons' signs |                            |                                |                                                                                         |                                                   |

