

SCHEDULE 8

Attachments and Advertising

1. General

Throughout this Schedule 8, except where otherwise expressly defined, where a Party is 'responsible' for an Attachment (or, individually, the Fixture or Fixing), 'responsible' shall mean that the Party must maintain the Attachment or the relevant part thereof so that it complies with all applicable Legislation, Highways Standards or Good Industry Practice, and so that it does not cause any damage either to the Project Network Parts or other structure to which it has been attached, or to the Fixture or Fixing of the Attachment itself. That Party shall also be responsible for meeting the cost any actions, claims, expenses, costs or damages caused by or arising from or brought in respect of that Attachment, Fixture or Fixing.

2. Attachments and Advertising

Terms of the Licence

2.1 The Authority and any Authority Party shall be entitled to attach or remove Authority Attachments and Advertising, and the Authority shall be entitled to Authorise Third Parties, their sub-contractors and agents to attach or remove other illuminated or non-illuminated Attachments with the consent of the Authority, to or from any of the Project Network Parts at any time during the Term. The Authority shall not be prohibited from exercising its rights under this Schedule under the terms of the Licence granted to the Service Provider under Clause 15 (*Ownership of and Access to the Project Network*).

Relevant Attachments

2.2 The Service Provider shall ensure that the Relevant Project Network Parts are each capable of safely and satisfactorily carrying and/or powering such Attachments as are required including Advertising, Festive Decorations, Powered Apparatus, two (2) Hanging Baskets of equal weight and Banners (as the case may be).

2.3 Where the Authority wishes to attach any Authorised Attachment to a Project Network Part which requires an electrical supply, including Festive Decorations, Advertising and Powered Apparatus, the Authority shall be entitled to do so, subject to the terms of this Schedule 8. The Service Provider shall provide all reasonable

assistance to the Authority in relation to such Attachments, and the Authority shall be responsible for the payment of energy costs associated with such Attachment.

Festive Decorations

2.4 The Authority shall give the Service Provider not less than twenty (20) Business Days notice of the dates by which the Festive Decorations shall be installed by the Authority or Authority Party and the dates on which the Festive Decorations shall be removed by the Authority or Authority Party. The Service Provider shall provide all necessary assistance to the Authority or any Authority Party in relation to the installation or removal of Festive Decorations, subject to the procedure set out at Appendix 1 (*Authorisation and Notification Procedure*) to this Schedule 8.

3. Authorised Attachments

3.1 The Service Provider shall be responsible for the Fixings of all Existing Attachments. In the event that an Existing Attachment shall comprise or include an item which is also Apparatus, the Service Provider shall be responsible for both the Fixture and the Fixing of such Existing Attachment. If the Existing Attachment does not comprise or include Apparatus, the Authority shall be responsible for the Fixtures of all Existing Attachments.

3.2 The Authority may notify the Service Provider using the procedure in Appendix 1 (*Authorisation and Notification Procedure*) to this Schedule that an Attachment has been Authorised by the Authority. The Authority may notify the Service Provider:

3.2.1 that it wishes the Service Provider to attach or remove the Attachment; or

3.2.2 that the Authority, an Authority Party or a Third Party will attach or remove the Attachment.

The Parties agree and acknowledge that where Paragraph 3.2.1 and 3.2.2 applies that the procedure for notification, representations and negotiation by both Parties is as detailed in Appendix 1(*Authorisation and Notification Procedure*).

3.3 Where the Service Provider attaches an Authorised Attachment, the Service Provider shall be responsible for the Fixing of that Attachment, unless otherwise determined in accordance with Appendix 1. The Authority shall be responsible for the Fixture, unless the Fixture also comprises Apparatus, in which case the procedure set out in

Schedule 19 (*Accrual and De-Accrual of Project Network Parts*) shall apply and, once Accrued, the Service Provider shall be responsible for such Apparatus.

3.4 Where the Authority, Authority Party or a Third Party attaches an Authorised Attachment, the Authority shall be responsible for the Fixing and the Fixture of such Attachment.

3.5 The Authority shall be responsible for obtaining all Necessary Consents in relation to Authorised Attachments (other than Apparatus, to which the provisions of Clause 16 (*Necessary Consents*) shall apply), whether these are attached by the Authority, Authority Party or any Third Party or by the Service Provider and failure by the Authority to obtain the Necessary Consents for which it is responsible shall be a Compensation Event.

3.6 Either the Authority (in the case of the Fixtures of Existing Attachments and Authorised Attachments attached by the Authority, Authority Party or a Third Party) or the Service Provider (in the case of the Fixings of Existing Attachments and Authorised Attachments attached by the Service Provider) shall ensure that all Authorised Attachments:

3.6.1 comply with all relevant Legislation;

3.6.2 comply with any restrictions in the Project Network Part manufacturers' recommendations insofar as these are known regarding:

3.6.2.1 the appropriate Fixing to be used;

3.6.2.2 the maximum size, weight and height of any Fixtures to a Project Network Part;

3.6.2.3 the manufacturers' maintenance requirements; and

3.6.2.4 the loading or force placed upon a Project Network Part at any time;

(in the case of the Fixtures of Existing Attachments and Authorised Attachments attached by the Authority, Authority Party or a Third Party, only to the extent that these restrictions have been notified to the Authority by the Service Provider), and

- 3.6.3 are attached, maintained and removed in accordance with Good Industry Practice.
- 3.7 The Service Provider is not responsible for the maintenance of Authorised Attachments attached by the Authority, Authority Party or a Third Party unless and until they are Accrued, and shall not suffer any Adjustments of the Unitary Charge if such Authorised Attachments are not maintained in accordance with Paragraph 3.6 unless and until they are Accrued.
- 3.8 In the event and to the extent that an Authorised Attachment attached by the Authority, Authority Party or a Third Party causes damage to any Project Network Part or causes a claim to be brought or threatened in respect of that Attachment, this shall constitute a Compensation Event..
- 3.9 In the event that an Authorised Attachment attached by the Service Provider or Service Provider Party causes damage to any Project Network Part or Project Network Parts or causes a claim to be brought or threatened in respect of that Attachment, or causes any other expense by the Service Provider, the Service Provider shall be responsible for such expense, claim or damage save where it had made representations to the Authority in respect of the Fixture or Fixing of the Attachment under Appendix 1 to this Schedule which the Authority did not agree to.
- 3.10 Within thirty (30) Business Days after becoming aware of the failure of an Authorised Attachment to meet the requirements set out in Paragraph 3.5 and/or Paragraph 3.6, the Service Provider may, if the Service Provider believes the Authorised Attachment does not comply with the requirements of Paragraph 3.5 and/or Paragraph 3.6 serve written notice on the Authority to that effect, giving details of the alleged failure.
- 3.11 Within ten (10) Business Days upon receipt of a notice served pursuant to Paragraph 3.10 the Authority shall either:
- 3.11.1 rectify the failures in the Authorised Attachment or remove the Authorised Attachment; or
- 3.11.2 dispute that the Authorised Attachment does not comply with the requirements of Paragraph 3.5 and/or 3.6, in which case either Party may refer the matter to the Dispute Resolution Procedure.

- 3.12 Provided the Authority does not dispute the notice served pursuant to Paragraph 3.10, if the Authority has not rectified the failures in the Authorised Attachment or removed the Authorised Attachment pursuant to Paragraph 3.11.1, the Service Provider may remove such Authorised Attachment and return it to the Service Provider's depot and notify the Authority that the Attachment should be collected. If the Authority has not collected the Attachment within ten (10) Business Days of such notification, the Service Provider shall be entitled to dispose of the same.
- 3.13 Where the Authority or any Authority Party or Third Party attaches an Authorised Attachment which causes damage to any Project Network Part, the Service Provider may serve notice on the Authority giving notice of the damage caused to the relevant Project Network Part(s).
- 3.14 Within ten (10) Business Days of receipt of a notice served pursuant to Paragraph 3.13 the Authority shall either:
- 3.14.1 carry out remedial works to the Project Network Parts so that all damage is rectified to at least the standard of the affected Project Network Parts prior to such damage being caused within a time period to be agreed with the Service Provider (both Parties acting reasonably); or
 - 3.14.2 dispute that the Authority or any Authority Party caused such damage in which case the matter shall be referred to the Dispute Resolution Procedure.
- 3.15 Provided the Authority does not dispute the notice served pursuant to Paragraph 3.13, if the Authority has not carried out remedial works to the standard or within the period agreed pursuant to Paragraph 3.14 the Service Provider may carry out such rectification work itself and the Authority shall pay to the Service Provider any reasonable costs incurred by the Service Provider in carrying out such rectification work.

4. Third Party Attachments

If the Service Provider causes damage to any Third Party Attachment, the Service Provider shall indemnify the Authority against such loss or damage, to the extent that any such damage is not caused to the Third Party Attachment by works carried out by the Authority or an Authority Party.

5. Other Attachments

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

6. Advertising

6.1 Throughout the Contract Period, neither the Service Provider (nor any person on its behalf) shall sell advertising space on Project Network Parts unless agreed by the Authority pursuant to Clause 58.4 (*No Additional Income*).

6.2 Notwithstanding any other provision of this Contract, the Authority may itself or procure or Authorise that Third Parties may attach or cause to be attached Advertising to any Project Network Parts.

7. Existing Attachments Survey

7.1 Notwithstanding any other provision of this Schedule 8, this Paragraph 7 shall apply to all Existing Attachments which are to be replaced and/or re-sited as part of the Service. For the avoidance of doubt, it shall only be the intention of the Authority to replace an Existing Attachment if it is found to be in a poor condition, otherwise it would be the intention to reuse and re-site the Existing Attachment.

7.2 Not less than forty (40) Business Days and not more than sixty (60) Business Days prior to the Service Provider undertaking any works in any street pursuant to any Investment Programme the Service Provider shall survey all Existing Attachments in that street, and:

7.2.1 provide to the Authority photographs showing all Project Network Parts which have any Existing Attachments attached to them (and on the photographs identify each Existing Attachment with a number) and identify the location accurately on a scale plan;

7.2.2 provide to the Authority a scale plan showing the position of New Project Network Parts to be installed pursuant to the relevant Investment Programme and the date on which the installation is scheduled to take place (the "**Scheduled Installation Date**");

(the information provided under Paragraphs 7.2.1 and 7.2.2 above to be the "**Attachments Plan**"), and

7.2.3 notify the Authority of any Existing Attachments which are incapable of reattachment or do not comply with Paragraph 3.6;

7.2.4 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 Straight Post where necessary (provided that the Service Provider shall be required to minimise the use of Straight Posts wherever possible); and

7.2.5 ensure that the Management Information System contains details of the information set out in Paragraphs 7.2.1 to 7.2.4 (inclusive).

7.3 The Service Provider shall submit the Attachments Plan to the Authority pursuant to the Review Procedure.

7.4 The Service Provider shall carry out the Attachments Plan following approval by the Authority pursuant to the Review Procedure.

8. Ongoing Attachments Survey

The Service Provider shall survey all Attachments in accordance with Clause 28.10 (*Attachments Survey*).

9. Removal of Unauthorised Attachments

The Parties agree and acknowledge that the process for dealing with Unauthorised Attachments is set out in Appendix 2 to this Schedule and the Parties shall comply with such provisions.

APPENDIX 1

Authorisation Protocol

1. Where the Authority requires a new Authorised Attachment to be attached, whether such Attachment belongs to the Authority or a Third Party, or whether the Authority wishes itself, an Authority Party, the Third Party or the Service Provider to attach the Attachment, the Parties shall comply with the procedure set out in this Appendix.

2. Notification of Authorised Attachment

2.1 The Authority shall notify the Service Provider in writing that there is a new Attachment that it wishes to be attached, together with a description of the Attachment (including the Fixture and Fixing (if known)), that it has Authorised the Attachment, and the identity of the person or organisation which shall attach the Attachment ("**Authorised Attachment Notice**").

2.2 If the Authorised Attachment is to be attached by the Service Provider, the Authority will include in the Authorised Attachment Notice to the Service Provider details as to:

2.2.1 the identity of the person or organisation owning the Attachment;

2.2.2 the location at which the Attachment is to be attached (including where appropriate the unique reference number of the Project Network Part(s) to which the Attachment is to be attached and/or, where relevant, details of the Structure to which the Attachment is to be attached);

2.2.3 a date by which the Attachment is to be attached; and

2.2.4 the required period for the Attachment to remain attached.

The Authority shall provide the Attachment to the Service Provider at the same time as the written notice or no later than five (5) Business Days following such Authorised Attachment Notice.

2.3 If the Authorised Attachment is to be attached by the Authority, an Authority Party or a Third Party, the Authority shall include in the Authorised Attachment Notice details as to:

- 2.3.1 the identity of the organisation owning the Attachment and the identity of the organisation which will be attaching the Attachment (if different);
 - 2.3.2 the location at which the Attachment is to be attached (including where appropriate the unique reference number of the Project Network Part to which the Attachment is to be attached;
 - 2.3.3 the approximate date on which the Attachment shall be attached;
 - 2.3.4 the characteristics of the Fixture and the Fixing, including the size, weight and material of the Fixture and the type of Fixing to be used; and
 - 2.3.5 whether the Attachment is temporary or permanent (and, if temporary, the duration for which the Attachment will remain in place).
- 2.4 Where the Service Provider requires (acting reasonably) further information from the Authority following receipt of an Authorised Attachment Notice above, the Service Provider shall notify the Authority within three (3) Business Days of receipt of such Authorised Attachment Notice and the Authority shall provide such additional information to the Service Provider within three (3) Business Days.
- 2.5 Where the period of time between the Authorised Attachment Notice being issued pursuant to Paragraph 2.3 and the proposed date of attachment is ten (10) Business Days or greater, and the Service Provider wishes to make representations in respect of the Fixture and/or the Fixing of the Attachment, the procedures in Paragraphs 4 and/or 5 shall apply. Where the period of time between the Authorised Attachment Notice being issued pursuant to Paragraph 2.3 and the proposed date of attachment is fewer than ten (10) Business Days, in the event that the Service Provider wishes to make representations in respect of the Fixture and/or Fixing but which the Authority will be unable to take account of before the date of attachment, Paragraphs 4.2.3 and 5.2.3 shall apply as if the Authority had given the notices specified therein.
- 2.6 Within ten (10) Business Days (or earlier if practicable) of the Authority or a Third Party attaching an Authorised Attachment, the Authority shall notify the Service Provider that such attachment has been carried out.

3. Attachment of Authorised Attachment by Service Provider

- 3.1 Where the Service Provider receives an Authorised Attachment Notice pursuant to Paragraph 2.2 above, the Service Provider must attach the Attachment within 10 Business Days of receipt of the Attachment or by such deadline as shall be specified in the Authorised Attachment Notice (if applicable), and shall also attach the Attachment in accordance with any other reasonable direction notified to it by the Authority.
- 3.2 In the event that a Fixing is supplied with or integral to the Attachment, where relevant the provisions of Paragraph 4 will apply.
- 3.3 In the event that no Fixing is supplied with or integral to the Attachment, the Service Provider shall, except where expressly notified, otherwise provide such a Fixing for the Attachment which it, in its reasonable discretion, determines will be appropriate for the Fixture.

4. Representations as to Fixing

- 4.1 In the event that the Service Provider is required to attach an Authorised Attachment pursuant to Paragraph 2.2 or it has been notified pursuant to Paragraph 2.3 that the Authority or a Third Party will be attaching an Authorised Attachment and has been provided with or notified of a Fixing for the Fixture which it considers (acting reasonably) to be inappropriate to affix the Fixture (whether for reasons of safety, security, cost of affixing, or likely damage to the Project Network Part to which the Attachment is to be attached) the Service Provider shall (acting reasonably) be entitled to make representations pursuant to this Paragraph 4.
- 4.2 The Service Provider shall, within three (3) Business Days of receiving the Attachment and/or the relevant Fixing, or the Authorised Attachment Notice pursuant to Paragraph 2.3 above (whichever is the later), notify the Authority in writing as to why the Fixing is not appropriate, and the Parties agree and acknowledge that the following procedure shall apply:
 - 4.2.1 in the event that the Authority agrees that the Fixing is inappropriate, the Parties shall meet to discuss and endeavour to agree an appropriate Fixing for the Fixture and shall agree between them who shall provide the replacement Fixing;

- 4.2.2 in the event that the Authority does not agree that the Fixing is inappropriate, the Parties shall meet to discuss and endeavour to agree within 5 Business Days of receipt by the Authority of the notice issued pursuant to Paragraph 4.2 an appropriate course of action; and
- 4.2.3 in the event that, following Paragraph 4.2.2 above, the Parties cannot agree as to whether the Fixing is appropriate or not, the Authority may notify the Service Provider that it must attach the Attachment using the Fixing provided or that the Authority will progress with attaching the Fixture using the notified Fixing (as appropriate), and thereafter the Authority shall be responsible for the cost of any damage caused or costs, actions or demands arising from the use of that Fixing, save where such liability arises due to the incorrect or negligent application of the Fixing by the Service Provider.

5. Representations as to Fixture

- 5.1 In the event that the Service Provider is required to attach an Authorised Attachment pursuant to Paragraph 2.2 or it has been notified pursuant to Paragraph 2.3 that the Authority or a Third Party will be attaching an Authorised Attachment and has been provided with or notified of a Fixture which it considers (acting reasonably) to be inappropriate to affix the Fixing (whether for reasons of safety, security, cost of affixing, or likely damage to the Project Network Part to which the Attachment is to be attached) the Service Provider shall (acting reasonably) be entitled to make representations pursuant to this Paragraph 5.
- 5.2 The Service Provider shall, within three (3) Business Days of receiving the Attachment and/or the relevant Fixture, or the written notification from the Authority under Paragraph 2.3 above (whichever is the later), it shall notify the Authority in writing as to why the Fixture is not appropriate, and the Parties shall comply with the following procedure:
- 5.2.1 in the event that the Authority agrees that the Fixture is inappropriate, the Parties shall together agree an appropriate replacement Fixture or appropriate amendments to the Fixture, which shall be carried out by the Authority.
- 5.2.2 in the event that the Authority does not agree that the Fixture is inappropriate, the Parties shall meet within five (5) Business Days to discuss and shall endeavour to agree an appropriate course of action.

5.2.3 in the event that, following Paragraph 5.2.2 above, the Parties cannot agree as to whether the Fixture is appropriate or not, the Authority may notify the Service Provider that it must attach the Fixture provided or that the Authority will progress with attaching the Fixture (as appropriate), and thereafter the Authority shall be responsible for the cost of any damage caused or costs, actions or demands arising from the use of that Fixture, save where such liability arises due to the incorrect or negligent attachment, use or installation of the Fixture by the Service Provider.

6. Charges

Where the Service Provider is required to attach an Attachment or provide a Fixing under the terms of this Appendix 1, the cost of such action shall be determined in accordance with the Catalogue, provided that the process set out in Part 3 of Schedule 7 shall not apply.

APPENDIX 2

Unauthorised Attachments

1. **"Unauthorised Attachments"** are those Attachments (other than Apparatus) which:
 - 1.1 have not been Authorised by the Authority and notified to the Service Provider as having been Authorised under the procedure detailed in Appendix 1 to this Schedule 8;
 - 1.2 are Third Party Attachments which had been Authorised by the Authority under the procedure in Appendix 1 but which remain attached for a period of time which exceeds the time frame during which the Attachment is allowed to be attached, as agreed between the Authority and the Service Provider; or
 - 1.3 are Existing Attachments which the Service Provider notifies to the Authority pursuant to Clause 28.10.1 but which the Authority classifies as Unauthorised Attachments pursuant to this Appendix 2.
2. The Service Provider shall follow any protocol issued by the Authority (as amended from time to time) in relation to Unauthorised Attachments.
3. Where the Service Provider discovers any Attachments which it believes (acting reasonably) are Unauthorised, or which are Existing Attachments, whether discovered pursuant to the Attachments Survey, the Existing Attachments Survey or otherwise, it shall notify the Authority in writing of such Attachments within five (5) Business Days of such discovery, and the Service Provider shall, with such written notification, provide a photograph of the Attachment, ensuring where reasonably practicable that such photograph shows any unique identifying reference for the Project Network Part to which the Attachment is attached, or otherwise provide details of any unique identifying reference with the notification, provided that:
 - 3.1 in the case of Existing Attachments discovered pursuant to the Existing Attachments Survey, the timescales and notification processes specified in Clause 28.10.1 shall apply; and
 - 3.2 where any protocol issued by the Authority states that the Service Provider does not need to notify the Authority and/or specifies the approach to be taken in respect of

certain types of Unauthorised Attachment, the Service Provider shall not be required to notify the Authority pursuant to this paragraph 3.

4. Following receipt of the written notification referred to in Paragraph 3 above, the Authority shall determine whether or not to Authorise the Unauthorised Attachment (or, where it is an Existing Attachment notified pursuant to the Existing Attachments Survey, whether such Existing Attachment should be classified as an Unauthorised Attachment), and:
 - 4.1 if the Authority determines that the Unauthorised Attachment ought to be Authorised, it shall thereafter follow the procedure set out in Appendix 1 to this Schedule 8 in order to Authorise the Attachment and issue a written notice within five (5) Business Days of receipt of the notice from the Service Provider under Paragraph 3; or
 - 4.2 if the Authority determines that the Unauthorised Attachment shall not be Authorised (or that an Existing Attachment should be classified as an Unauthorised Attachment), it shall notify the Service Provider in writing of its determination confirming the Authority's view.
5. Notwithstanding the provisions of Paragraph 4 above, the Service Provider shall to remove any Unauthorised Attachments or Existing Attachments which it reasonably determines as falling into one or both of the following categories without prior notification to the Authority:
 - 5.1 an Offensive Attachment; or
 - 5.2 an Unauthorised Attachment or Existing Attachment causing, or likely to imminently cause, danger or damage to any member of the public, the Authority or the Service Provider or any property belonging to the same (including where appropriate any Project Network Part).
6. In the case of the determination by the Authority that an Attachment is an Unauthorised Attachment pursuant to Paragraph 4.2 or where an Attachment falls within any of the categories listed in Paragraph 5.1 or 5.2, the Service Provider shall take a photograph of such Unauthorised Attachment, ensuring where reasonably practicable that such photograph shows the unique identifying reference for the Project Network Part to which the Unauthorised Attachment is attached or otherwise note the details of any unique identifying reference for the Project Network Part. The Service Provider shall immediately, or as soon as reasonably practicable remove the Unauthorised Attachment including any Fixing used to attach the Unauthorised Attachment.

7. The Service Provider must notify the Authority of any Unauthorised Attachments which it has removed under Paragraph 6 above within five (5) Business Days of removing the Unauthorised Attachment, and shall retain the Unauthorised Attachment for a period of thirty (30) Business Days after removing the Unauthorised Attachment before disposing of the same.
8. The Service Provider shall keep a register (the "**Unauthorised Attachments Register**") recording details of all Unauthorised Attachments discovered by the Service Provider (whether or not the same have been removed by the Service Provider). The Service Provider shall ensure that such register records the following details on the Unauthorised Attachment:
 - 8.1 any photographs taken;
 - 8.2 the Project Network Part to which the Unauthorised Attachment was attached (including its unique identifying reference where relevant)
 - 8.3 the date on which it was discovered;
 - 8.4 the identity and relevant details of the owner of the Unauthorised Attachment (if known);
 - 8.5 the date on which it was removed (if applicable); and
 - 8.6 if not removed, the reasons as to why not, and the duration for such Unauthorised Attachment to remain attached if relevant.
9. Where the Authority elects, at its sole discretion, to take Enforcement Action against a Third Party, 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.
10. If in the reasonable opinion of the Service Provider, the Service Provider considers that it is repeatedly notifying the Authority of Unauthorised Attachments which have been attached by the same Third Party, 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 0 shall apply.

11. 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.