

[Insert Addressee Details]

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Dear []

Reference: []

INTRODUCTION

Thanks for your enquiry for a Next Generation Access Network (the "NGAN"). Based on the information you have provided I have pleasure in providing you with a proposed Contract.

The net contribution payable by Metropolitan to the Client will be £[]

The net contribution comprises of:

£ [] Upfront Contribution at contract acceptance by the Client to the Network Operator

£ [] Contribution for each domestic building at plot connection by the Client to the Network Operator.

£ [] Upfront Contribution at first plot connection by Metropolitan to the Client.

£ [] Contribution for each domestic building at plot connection by Metropolitan to the Client.

Please see the Cost Breakdown Form for a cost per plot price (where applicable)

Should you wish to progress the proposal outlined, please email us proposals@met-i.co.uk to let us know quoting your proposal reference number. Upon receipt, a Project Acceptance Form will be issued as formal acknowledgement that the relevant Network Operator and Upstream Network Operator is ready to proceed. Before you progress the proposal it is very important that you read all the documents that make up the Contract in particular the Price Policy and the General Conditions. These and other additional documents that form a part of the Contract are included and updated from time to time on our web page www.met-i.co.uk

Please do not hesitate to contact me if you need any further information regarding this proposal.

PROJECT FORM – Part 1

The Project Form is part of your Contract. Please read the information carefully and contact us if any of these details are not correct.

This Project Form is valid for 45 days from the date of issue to you. Any confirmation that you wish to progress the proposal received after the validity period will only be deemed to be within the validity period if (in our sole discretion) we issue a Project Acceptance Form for the Project.

Master Agreement Applicable:

Master Agreement Date:

Client Legal Name: ¹

Client Registered Address:

Project Name:

Project Address:

Number, Type and Phasing of Buildings to be connected to the Next Generation Access Network

Year	1	2	3	4	5	6	7	8	9	10
Residential										
Commercial										

Number, Type and Phasing of Buildings to be connected to the Integrated Reception System

Year	1	2	3	4	5	6	7	8	9	10
Residential										
Commercial										

¹ Insert full name of the legal entity entering into the agreement and, where the client is a limited company or limited liability partnership, the registered number.

The Network Operator (the “NWO”) is Independent Next Generation Networks Limited.

The Upstream Network Operator (the “UNWO”) is [].

The table(s) below shows the parts of the Works you (“CL”) are responsible for and the parts we (“NWO”) are responsible for.

Off Site Connection						
	Materials	Excavate	Backfill	Reinstate	Install	Connect to UNWO
Cable	NWO	NWO	NWO	NWO	NWO	NWO
Ducting	NWO	NWO	NWO	NWO	NWO	NWO

Onsite Convergence Point (Exchange Building)								
	Provide Site	Provide Materials	Construct Building	Install Base	Excavate	Reinstate	Backfill	Install
Equipment Room	CL	CL	CL	CL	N/A	N/A	N/A	N/A
Power	N/A	CL	CL	CL	CL	CL	CL	CL
Electronics	N/A	NWO	N/A	N/A	N/A	N/A	N/A	NWO
Ducting	N/A	NWO	N/A	N/A	CL	CL	CL	CL
Tube Cable/ Ducting	N/A	NWO	N/A	N/A	CL	CL	CL	CL
Fibre	N/A	NWO	N/A	N/A	N/A	N/A	N/A	NWO

On Site Core and Distribution						
	Materials	Excavate	Surround	Backfill	Reinstate	Install
Tube Cable/ Ducting	NWO	CL	CL	CL	CL	CL
Chambers	CL	CL	CL	CL	CL	CL
Chamber Lida	NWO	N/A	N/A	N/A	N/A	CL
Fibre	NWO	N/A	N/A	N/A	N/A	NWO

Services						
	Materials	Excavate	Surround	Backfill	Reinstate	Install
Tube Cable/ Ducting	NWO	CL	CL	CL	CL	CL
Fibre	NWO	N/A	N/A	N/A	N/A	NWO

Building						
	Materials	Excavate	Surround	Backfill	Reinstate	Install
Through Slab Duct	NWO	CL	CL	CL	CL	CL
Mini Duct	NWO	N/A	N/A	N/A	N/A	CL
Home Hub Box	NWO	N/A	N/A	N/A	N/A	CL
Fibre	NWO	N/A	N/A	N/A	N/A	NWO
Electronics	NWO	N/A	N/A	N/A	N/A	NWO
In Home Wiring	CL	N/A	N/A	N/A	N/A	CL

Construction (Design and Management) Regulations 2007

In accordance with the Construction (Design and Management) Regulations 2007 (the "CDM Regulations") please provide the relevant parts of your Health and Safety File(s) and/or Pre-Construction Information for review. This information should include (without limitation) ground contamination, ground conditions, existing utilities and any additional hazards on site, which may create an occupational health and safety hazard whilst constructing the infrastructure or adversely affecting the integrity of the constructed infrastructure. This information can be submitted to us by email to proposals@met-i.co.uk

You will act as the sole "client" in relation to the Works for the purposes of the CDM Regulations. You warrant to us that you shall at all times during the execution of the Works act as such "client" and shall make and forward to the Health & Safety Executive a declaration to this effect in accordance with Sections 4(3) and 4(4) of the CDM Regulations. Where you have appointed a third party to act as "client" you shall procure (and warrant that you have so procured) that such third party acts as the sole "client" for the purposes of the CDM Regulations and that it shall at all times during the execution of the Works act as such "client". We will provide you with the information you reasonably require from us to comply with this obligation.

Wayleaves

Please submit your solicitor's details including name, address, email address and daytime telephone number by email to proposals@met-i.co.uk

PROJECT FORM – Part 2

In consideration of the mutual promises in the Contract the Parties agree as follows:

1. The Parties are Independent Next Generation Networks Limited (company number 05412813) of Driscoll 2, Ellen Street, Cardiff, CF10 5BP (the “Network Operator” or “NWO”) and (whether it is a developer, a housing association or local authority or another entity) the entity that is identified as the Client on the Project Form (the “Client”). The Contract is for the provision of a Next Generation Access Network (the “NGAN”) and/or an Integrated Reception System (the “IRS”) as indicated on the Project Form. The Contract sets out the terms upon which the NWO will construct, own and operate its networks at a particular site, address or location (referred to as the “Project”) and consists of: (a) the General Conditions (b) the Project Acceptance Form (c) the Project Form (d) the Client Enquiry Form (e) the Technical Standards Form Parts A, B and C (f) any and all binding Variation Forms or notices (g) the latest Development Plan (as described below) sent to you by us (h) any price list or policy (including any covering variations which we may produce from time to time) (i) any other document issued by us to you which states that it is incorporated (j) the counter signed Programme of Works (if any) (k) the Land Transfer Obligations (if any). In the event of any ambiguity or conflict in these documents, the order of precedence of those documents shall be in the order as set out above unless expressly stated otherwise.

2. We will send you the Project Acceptance Form relating to the Contract either:
 - (a) when you have confirmed your intention to progress the proposal within the validity period shown in the Project Form; or
 - (b) at our sole discretion where you have sent us (or our nominees) all or any part of the Client Contribution but you have not yet confirmed your intention to progress the proposal, upon receipt of such Client Contribution or part thereof in which case you will not otherwise need to confirm your intention to progress the proposal.

That Project Acceptance Form may, among other things, confirm that we consider ourselves bound by the Contract and (where applicable) that the Upstream Network Operator has accepted our proposal for those Works to be performed under the Contract, which affects or concerns its Network. The Contract becomes binding from the later of: (i) the date shown in the Project Acceptance Form; or (ii) acceptance by the NWO of a formal offer from the Upstream Network Operator (“UNO”) to connect the Networks to be constructed pursuant to the Contract.

3. The number of domestic and commercial buildings to be connected to each Network is shown on the Project Form. For the avoidance of doubt and for the purposes of interpreting the Price Policy individual houses and apartments/flats are regarded as domestic buildings.

The Parties are required to undertake those actions and/or provide the Equipment and/or Installation Materials indicated in the Project Form and elsewhere in the Contract for the above Project subject to the other provisions of the Contract. Those works indicated "NWO" and "CL" mean that the Network Operator and the Client respectively are to perform them. The letters "N/A" indicate that performance of those works is not required for the Project. If any of the works are left blank they are the responsibility of you, the Client, unless the Contract provides otherwise. Where the Contract specifies the type and/or number of buildings to be connected, all such buildings must be connected (via services where applicable) directly to the Network referred to in the Contract. This obligation arises once we, the Network Operator, have performed those Works required of us by the Contract, which are necessary to enable the connection to take place.

4. The location of any Equipment and the layout of buildings to be connected to each Network pursuant to the Contract will be as per the latest plan we send you from time to time (together or separately referred to as the "Development Plan").
5. Except to the extent that this paragraph 5 is varied, the contribution from us to you ("Contribution to Works") and/or the contribution from You to ourselves ("Client Contribution") (each a "Contribution") including the amount of any Contribution which is payable upfront (an "Upfront Payment"), is shown on the Project Form. From the date the Contract becomes binding all Contributions must be paid (i) within 28 days; or (ii) for Upfront Payments either (aa) within 28 days or (bb) before any Works start, whichever is the earlier. The 28 day requirement will not apply to Contributions which are shown in the Contract (if any) as being payable on a per connection basis. In those cases, payment will be payable within 28 days of being notified by the non-paying Party of the date the Building is connected to the relevant Network.
6. Each party must make to the other any payment or pay any sum due under or in connection with the Contract in accordance with clause 5 of the General Conditions. Subject to clause 5 of the General Conditions the payment or sum must be made in full in pounds sterling by the date shown above or if not shown, following presentation of an invoice. The existence or amount of any required contribution or other payments and the timetable in the Programme of Works (if any) reflect our assumptions in the Contract regarding which of us is to perform any Works, the number, type and layout of Buildings to be connected, the sequence or phasing of connections, the quantity/specification or standard of Installation Materials and the Wayleave details.

7. Prices assume internal optical network termination (“ONT”) devices will be installed within one linear metre of a dual socket power supply and appropriate home network distribution points in accordance with the relevant Technical Standards Form Part A unless indicated otherwise on the Project Form. External ONT devices if required will be at an additional cost to the Client and the Client agrees to pay the NWO such cost upon demand. The need for/amount of any contribution (“the Contribution Requirements”) assumes that we will be asked to connect not less than four ONT devices per visit to the Project where we are required to perform these works. Unless stated otherwise these requirements also assume the route, length and specification of the approach cable (if any) shown in or anticipated in the Development Plan. The Contribution Requirements and the Programme of Works are based on normal working hours (8.00am – 5.00pm Monday to Friday inclusive, not public holidays). The Contribution Requirements assume that ground conditions in and around the Project relating to the Network will not materially impede any excavation or installation by us and are free of any contaminates. Further assumptions, which also affect the Contribution Requirements, are set out in the Price Policy.
8. Subject always to clause 5 of the General Conditions, we may in our sole discretion seek alternative payment arrangements from you, the Client, if any of the requirements or assumptions in this Project Form or the Price Policy are varied after the Contract becomes binding upon each of us. You will be required to pay any sum, increased sum or additional sum arising under the alternative payment arrangements at the time mentioned in the Price Policy.
9. Where stage payments are required by law for Works in excess of 45 days, they must be provided for in the Continuation Form.
10. All payments are exclusive of VAT (where applicable) which is payable in accordance with clause 5 of the General Conditions by the Party to whom it must be paid. Any monies not paid by either Party by the date on which they fall due will attract interest at 4% above any National Westminster Bank plc base rate (as changed from time to time) in force during the period that such sums remain outstanding.
11. Unless expressly stated otherwise, the Project Form requires the Client to ensure that all buildings to be connected to the Network are actually made available for connection. This paragraph supplements (and prevails to the extent of a conflict) that connection obligation. Where a Land Sale takes place the Client agrees to pass on that connection obligation and also the obligations mentioned in the Land Transfer Obligations. The Client shall ensure that any transfer of land which contains or will contain the Network and which the NWO or the UNWO require from the Client or anyone else who has or obtains any interest in that land shall be granted free of charge. The Client shall provide to the NWO appropriate land transfer drawings.

12. Without prejudice to clause 10 of the Price Policy, where a Long Stop Date applies, then in the event that the Client has not intimated or otherwise enabled or permitted NWO to commence or complete any part of the NWO Works prior to such date then (a) NWO shall be entitled to immediate payment of any sums to which it would have been entitled had the NWO Works been completed; (b) NWO's obligation to perform any remaining part of the NWO Works shall cease; and (c) the Parties shall negotiate and seek to agree alternative terms (including as to prices and rates) upon which NWO may complete the NWO Works provided always that in the event that the Client and NWO are unable to reach agreement NWO shall be under no further obligation to the Client in respect of the Contract. "Long Stop Date" means the date, if any, described as such in the Project Form.
13. For the avoidance of doubt the standard overhead uplift referred to in the Price Policy will be 25%.
14. The existence of or level of any Client Contribution assumes that no development of any kind is anticipated beyond the boundary of the Project indicated on the Development Plan. Where the Network or any part of it needs to be sized or configured to take account of any actual or potential development or increase in capacity requirements for demand expected to occur beyond the boundary of the Project the Client agrees to pay the NWO upon demand any reasonable costs associated with such sizing or configuration unless it has made this requirement clear on the Client Enquiry Form.

CONTINUATION FORM

This form includes details of Special Requirements for your Project in addition to those shown on the Project Form. If these changes appear in the Variations to the Technical Standards Form section you should send details of the changes to whoever is undertaking the Works covered by that section. Please read this form carefully.

Special Requirements (including Stage Payments provisions where the Works will not be less than 45 days in duration).

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Variations to the Technical Standards Form Parts A, B and C

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N.B.: Aborted Costs – If you have notified us of a start date for commencing Works but you do not then proceed, you must pay us for the aborted costs as set out in the Price Policy. This requirement applies whether or not the other provisions of the Contract have become binding on the Parties.