

DATED 23<sup>rd</sup> December 19 63

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**THE MIDLANDS ELECTRICITY BOARD**

— and —

HARVINGTON PARISH COUNCIL

**Agreement**  
for  
**PUBLIC LIGHTING**

ARK/JR/16979

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0781007102

THE MIDLANDS ELECTRICITY BOARD

Agreement for Public Lighting



This Agreement

made the *twenty third* day

*December*

One thousand nine hundred and sixty three



Between

THE MIDLANDS ELECTRICITY BOARD whose office is situate at Mucklow Hill Halesowen in the County of Worcester (hereinafter called "the Board") of the one part and HARVINGTON PARISH COUNCIL in the County of Worcester by two members of the Council hereinafter mentioned acting for the Council

(hereinafter called "the Council") of the other part

Whereas

by virtue of the Electricity Acts 1947 and 1957 the Board is authorised to supply electricity to the Council

And Whereas

the Board has at the request of the Council agreed to supply electricity for public lighting purposes to the Council on the terms and conditions hereinafter appearing

NOW THEREFORE IT IS HEREBY AGREED by and between the parties hereto as follows:—

DEFINITIONS

1. IN this Agreement and Schedules hereto unless the context otherwise requires the following expressions shall have the meanings hereto assigned in them respectively that is to say:—

"Installation" means the columns poles lamps brackets stays fittings time clocks electric wiring and any other associated electrical equipment forming the public lighting system mentioned in the First Schedule hereto

"Lighting point" means each and every individual column or pole and/or bracket with the lamp fittings associated therewith forming part of the Installation

"Year of Supply" means each complete period of twelve consecutive months from and including the date of commencement of Supply

"Service Line" means the electric line which connects the Supply from the distribution main to a lighting point but shall not include inter connectors and conductors forming part of the Installation which are separated from the Board's distribution main by a fuse or fuses

"Quarter" means each complete period of three consecutive months ending on the Thirty-first day of March the Thirtieth day of June the Thirtieth day of September and the Thirty-first day of December in every year

"Month" means calendar month

PROVISION OF THE SUPPLY

2. THE Board shall provide and the Council shall take a supply of electricity (herein called "the Supply") for each of the lighting points forming part of the Installation

ALTERATIONS ADDITIONS & EXTENSIONS TO THE INSTALLATION

3. THE Board shall (provided terms shall first have been agreed between the parties hereto) provide the Supply to such additions alterations and extensions to the Installation as may from time to time be required by the Council and be situate within the area of supply of the Board. The terms upon which the Supply to such additions alterations and extensions shall be made shall be mutually agreed in writing between the parties hereto Any such additions alterations or extensions made in pursuance of this clause shall be deemed to be part of the Installation within the terms of this Agreement and the First and Second Schedules hereto shall thereupon be adjusted varied and amended accordingly Provided always that the amount to be paid for the Supply to any additional lamps being part of the Installation shall in respect of the first Year of Supply to any such additional lamp bear the same proportion to the amount payable for each such lamp as aforesaid as the number of days in such first Year of Supply bears to Three hundred and sixty five

SWITCHING (Delete if not applicable)

4. THE Board shall (maintain and) operate the system employed in the Installation for switching the Supply to the lamps on and off at the appropriate times and for such purpose the authorised servants of the Board shall at all times be entitled to enter upon any premises or property of the Council



- FAILURE OR INTERRUPTION OF THE SUPPLY 5. THE Board shall not be liable for any damage loss or inconvenience arising from any failure or interruption of the Supply but then and in the event the Board shall use reasonable diligence in restoring the Supply as far as practicable
- ELECTRICITY (SUPPLY) ACTS AND ORDERS 6. THE Supply shall be provided and taken under the provisions of Electricity (Supply) Acts 1882 to 1936 as adapted and modified by Electricity Acts 1947 and 1957 any Statutory Regulations or Orders thereunder and any statutory amendments or modifications of the foregoing the time being in force Nothing herein contained shall be construed as limiting the Board's or the Council's rights and powers under the said Acts Regulations and Orders
- METERING 7. IT IS HEREBY MUTUALLY AGREED between the parties hereto that the value of the Supply shall be ascertained otherwise than by a certified meter
- WAYLEAVES AND OTHER CONSENTS 8. THE Council shall grant or at their own expense obtain all necessary wayleaves (other than wayleaves for distribution and service lines and easements and consents (including planning permission) required solely for the purpose of the Installation
- AGREEMENT SUBJECT TO WAYLEAVES ETC. BEING OBTAINED 9. THIS Agreement is entered into subject to and conditionally upon wayleaves consents and other requisite permissions being granted and continuing AND the Council hereby agree to pay to the Board the costs and expenses incurred by the Board in obtaining any wayleaves consents and/or permissions which the Board obtain under the provisions of this Agreement
- LIABILITY FOR DAMAGE 10 THE Board shall not be liable for any damage to the Installation or any part thereof other than such as is caused by negligence on the part of the Board's employees nor shall the Board be liable for any loss or damage directly or indirectly caused to property persons or interests by reason of arising out of the Installation And the Council hereby indemnify the Board against all actions proceedings expenses costs claims damages or demands whatsoever by reason or on account of any loss or damage arising out through or by reason of the Installation or any part thereof other than such as is caused by negligence on the part of the Board's employees
- SERVICE LINES (Delete sub paragraph (b) if not applicable) 11. (a) All distribution mains and service lines shall be and remain at all times the sole property of the Board  
(b) The Council shall pay to the Board on demand (in addition to charges specified in the Second Schedule hereto) the full cost of repairing renewing inspecting maintaining and removing service lines as may be necessary and the account issued by the Board shall be binding on the Council
- ACCOUNTS 12. THE Council shall make to the Board at the end of each quarter during the continuance of this Agreement payments at the rates specified in the Second Schedule hereto and the Board shall at the end of each such quarter deliver to the Council an account of the monies due and payable in respect of each such quarter
- DELAY IN PAYMENT OF ACCOUNTS 13. THE Council shall pay all monies due to the Board within twenty days after the delivery of the account and in case of default shall also pay interest if required by the Board at the rate of Five pounds per centum annum on the monies remaining unpaid and not being the subject of a bona fide dispute from the date of delivery of the account until payment of the amount due
- VARIATIONS IN CHARGES 14. THE charges set forth in the Second Schedule hereto are based upon conditions as at the 1st Sept. 1962 affecting the Electric Supply Industry and in the event of any material alteration thereof the Board shall be entitled at any time by giving to the Council written notice to make such increases or reductions in the said charges (or any of them) as the Board shall consider requisite to equate the said charges to the altered conditions then obtaining. At the expiration of such notice the said charges specified therein shall forthwith apply to this Agreement
- VARIATION IN LIGHTING HOURS OR WATTAGE 15. IF at any time during the currency of this Agreement the Council require the Board to alter the hours of lighting or to alter the wattage of a lighting point forming part of the Installation to a period or wattage different from those agreed between the parties hereto in writing then and in any such case the Board shall alter the charge to the Council to such sum as may be appropriate AND FURTHER the Council hereby undertake to notify the Board in writing within twenty four hours of any such alteration made by the Council in order that the necessary adjustment in the charge may be made in respect thereof



16(a) For the consideration specified in the Second Schedule hereto the Board shall during the currency of this Agreement perform the following works of maintenance viz:—

(i) IN THE CASE OF PUBLIC LIGHTING POINTS (OTHER THAN TRUNK ROADS) BOLLARDS AND TRAFFIC SIGNS BELONGING TO THE COUNCIL

1. Replace all lamps on a group basis at the end of the lamp life period as specified in the relevant British Standard Specification or in the case of a premature failure as soon as practicable after failure occurs
2. Clean all parts of components affecting the optical performance every ~~six~~ (6) months
3. Adjust the optical components of the lantern as necessary to suit the lamp characteristics
4. Lubricate all fittings at regular intervals as necessary to ensure easy operation and avoid undue deterioration
5. Rectify any electrical faults other than those due to faulty components and replace blown fuses
6. Attend to time switches or other means of switching on or off of lamps as required
7. Each lighting point shall be visually inspected from the ground once each week during "British Summer Time" and twice each week during the remaining weeks of the year

~~(ii) IN THE CASE OF TRAFFIC SIGNALS~~

1. Renew the lamps in the red and green aspects once every three months and in the amber and "cross now" aspects once every nine months or in case of premature failure renew the lamps as soon as practicable
2. Clean externally once every.....
3. Clean internally once every.....

(iii) IN THE CASE OF PEDESTRIAN CROSSINGS

Subject to the receipt by the Board on each and every occasion when work is required to be done of a separate order in writing from the Council stating the requirements of the Council replace lamps and execute any other maintenance work required by the Council at charges additional to the charges specified in the Second Schedule hereto the said charges being calculated on a Time and Materials plus percentage basis

(iv) IN THE CASE OF TRUNK ROAD LIGHTING

1. Replace all lamps on a group basis at the end of the lamp life period as specified in the relevant British Standard Specification or in the case of a premature failure as soon as practicable after failure occurs  
Return all used lamps to the Board's depot for disposal particular care being taken in the disposal of discharge lamps  
Provide all new lamps of the correct voltage and wattage rating and in conformity with the relevant British Standard Specification
2. Clean all external parts of lanterns and other external components affecting the optical performance of the lantern once every ..... months

**The First Schedule** hereinbefore referred to

- (a) The Supply shall be provided at two hundred and forty (240) volts  
Alternating Current to the Installation
- (b) At the first day of August One thousand  
nine hundred and sixty three the Installation shall comprise:—
- 8 Lighting Points other than Trunk Road Council owned and  
Board maintained being 150 watt points - Brackets on Wood  
Poles

**The Second Schedule** hereinbefore referred to

PARTICULARS OF PAYMENTS FOR THE SUPPLY

At the 1st day of August One thousand  
and nine hundred and sixty three the amounts to be paid by the Council to the  
Board during each and every Year of Supply shall be as follows:—

Fifty two pounds fourteen shillings (£52. 14s. 0d)



The Common Seal of  
The Midlands Electricity Board  
was hereunto affixed in the  
presence of:—



*H.S. Buckingham*  
.....  
Deputy Chairman.

*Book Clerk*  
.....  
Deputy Secretary.

63918

SIGNED SEALED AND DELIVERED ) )  
by STEPHEN JOHN COOK ) )  
and EILEEN BEATRICE MC CLANE ) )  
being two members of the Council ) )  
duly authorised to sign the ) )  
Agreement in the presence of ) )

*Stephen John Cook,*  
*Greycoat,*  
*Harvington,*  
*Evesham*  
*Parish Manager.*

*Eileen Beatrice Mc Clane*  
*Brooked Wall*  
*Harvington*  
*Evesham*  
*(Housewife)*

*Edith Elizabeth nee Fisher*  
*7, Lagby Road*  
*Harvington*  
*Evesham*  
*Parish Clerk.*

PL.325219999

HARVINGTON PARISH COUNCIL

8 - 150 watt. Points @ £52. 14. 0. per year.

were first lighted 1. 8. 63.

Amount due @ 31.12.63 =  $\frac{153}{365}$  day x £52. 14. 0.

£22. 1. 10.



# MIDLANDS ELECTRICITY BOARD

WORCESTERSHIRE AREA

EVESHAM DISTRICT

TELEPHONE: EVESHAM ~~2861~~ 2861.

EXT. NO.

YOUR REF:

OUR REF: JJ/LRDM/MF.

Worcester Rd.,

DISTRICT OFFICE  
~~14 HIGH STREET~~  
EVESHAM  
WORCS.

Mr. R. Coley,  
Chairman - Harvington Parish Council,  
"Oldfields",  
Harvington,  
NR. EVESHAM.

13th December, 1962.

Dear Sir,

We thank you for your enquiry regarding the proposed street lighting scheme for Harvington, and following our representative's recent visit and discussion with you, have pleasure in submitting, for your consideration, our price for supplying and erecting the lights in the selected positions, and also for providing the necessary overhead electrical service to each.

We are, therefore, attaching hereto, for your attention, a Schedule of the points required, together with the type of fitting and lamp needed, and our prices, which include an excess cable contribution to those lamps which exceed the standard length of free service provided.

As mentioned during our discussion, if you decide to adopt this or a similar scheme, it would be necessary to first obtain wayleave consents, and we are prepared to carry out this work on your behalf for a sum of £1.1s.0d. per point.

In addition to the above installation charges, there is an annual charge of £6.4s.6d. per point per annum, covering the supply of electricity consumed by both lamp and time switch for a suggested period of lighting-up time to midnight, all year, and also for routine maintenance as laid down in our standard agreement, covering re-lamping, cleaning of optical parts of lantern, minor repairs, attention to time switches, patrolling etc.

Should our prices be acceptable to you, please complete the attached order form and return one copy to this office.

In the meantime, we enclose herewith a Plan showing a list of points.

Yours faithfully,  
MIDLANDS ELECTRICITY BOARD.



(J. JOHNSTON),  
DISTRICT MANAGER : EVESHAM.

ORDER FORM No 207212

To

**MIDLANDS ELECTRICITY BOARD**District Office: Worcester Road,EVESHAM.Date 13th December, 1962.Please carry out the undermentioned work and supply goods as specified below at price stated. or

£ s. d.

Provide all necessary lantern heads,			
brackets, poles, time switches, lamps			
etc., erecting in proposed position			
and carry out all internal wiring.	139	0	0
Providing electricity supply.	24	0	0
Obtaining Wayleaves Consents.	6	6	0

All as per our quotation dated 13th  
December, 1962, Ref: JJ/LRDM/MF.

Total Cash Price £ 169 6 0

Signature of Purchaser .....

Address .....

Board's Representative .....

TERMS:—Net Cash, and subject to Prices ruling at time of delivery.



HARVINGTON PARISH COUNCIL  
STREET LIGHTING - 8 POINTS - TUNGSTEN 150 WATT.

POINT NO.	LOCATION.	TYPE OF FITTING.	PRICE.	SERVICE CONTRIBUTION	WAYLEAVES.
1.	On M.E.B. Pole No. 64 Entrance to Blakenhurst - Leys Road.	2 ft. Pole Bracket only c/w Lantern Head and 150 w. Lamp.	£11. 15s. Od.	NIL.	
2.	Outside Orchard View, Leys Road.	Wood Pole and 2 ft. Bracket c/w Lantern Head and 150 w. Lamp.	£19. 5s. Od.	NIL.	£1. 1s. Od.
3.	Outside Cross Cottage, Main Street.	Wood Pole and 2 ft. Bracket c/w Lantern Head and 150 w. Lamp.	£19. 5s. Od.	£6. 10s. Od.	£1. 1s. Od.
4.	Outside School, Main St.	Wood Pole and Bracket c/w Lantern Head and 150 w. Lamp.	£19. 5s. Od.	£7. 10s. Od.	£1. 1s. Od.
5.	Outside Rectory Rear Gate, Rectory Lane.	Wood Pole and 2 ft. Bracket c/w Lantern Head and 150 w. Lamp.	£19. 5s. Od.	£2. 10s. Od.	£1. 1s. Od.
6.	Blacksmiths Corner Rectory Lane/Main Road.	Wood Pole and 2 ft. Bracket c/w Lantern Head and 150 w. Lamp.	£19. 5s. Od.	NIL.	£1. 1s. Od.
7.	On M.E.B. Pole end of Shakespeare Lane.	2 ft. Pole Bracket only c/w Lantern Head and 150 w. Lamp.	£11. 15s. Od.	NIL.	
8.	Outside "Staddle-Stones", Station Road.	Wood Pole and 2 ft. Bracket c/w Lantern Head and 150 w. Lamp.	£19. 5s. Od.	£7. 10s. Od.	£1. 1s. Od.
			£139. 0s. Od.	£24. 0s. Od.	£6. 6s. Od.