

£754.00 (seven hundred and fifty-four pounds).

7. PRICE

If any variation shall at any time be made in the charges under and or to the structure of the Board's standard tariffs corresponding variation shall, as from the date of application of the said tariff variation, apply (with any necessary modification) to the terms set out in paragraphs 7 and 8 hereof and subject thereto the charges payable by the Consumer for the services rendered under this Agreement shall be:-

A For each Year of Supply for all purposes excluding standby and Large Scale Cooking Supplies

(i) DEMAND CHARGE

The first 200 kilowatts of Maximum Demand £13.30 per kilowatt
All over 200 kilowatts of Maximum Demand £12.97 per kilowatt

(ii) ADJUSTMENT FOR POWER FACTOR

The total Demand Charge payable under Sub-Section (i) hereof shall be increased by 1% for each complete 1% by which the power factor is below 90%.

(iii) RUNNING CHARGE

The first 1,800 units per kilowatt of Maximum Demand 0.38p per unit
The next 3,600 units per kilowatt of Maximum Demand 0.31p per unit
All over 5,400 units per kilowatt of Maximum Demand 0.26p per unit

(iv) WELDING SUPPLIES

Where the rated capacity in kVA of any one alternating current arc or resistance welder exceeds 20% of the total connected kVA of lighting, power and heating (excluding other welders) an additional charge will be made at the rate of £1.20 per year per rated kVA of all welding plant installed.

B For Large Scale Cooking Supplies

0.88p per unit.

8. FUEL VARIATION

WHEN ACCOUNTS ARE RENDERED MONTHLY:-

under paragraph 7A (iii)
 The running charge for units supplied in any month shall be increased or reduced by 0.00051p for each penny by which the fuel cost per ton used for the purpose of and shown on the invoice for the supply of electricity in bulk by the Central Electricity Generating Board to the Board in the previous month is more or less than ~~85XX~~ 425p.

WHEN ACCOUNTS ARE RENDERED QUARTERLY:-

under paragraph 7A (iii)
 The running charge for units supplied in any quarter shall be increased or reduced by 0.00051p for each penny by which the fuel cost per ton used for the purpose of and shown on the invoice for the supply of electricity in bulk by the Central Electricity Generating Board to the Board in the three months previous to the last month of a quarter is more or less than ~~85XX~~ 425p.

9. BOARD'S EQUIPMENT

The Board shall provide and retain ownership of the following equipment:-

H.V. cables, H.V. switchgear, transformer, M.V. cables, switchgear, metering and ancillary equipment.

CONDITIONS

Electric Lines and Equipment

Board's Property

Capital Contribution

Substation Building

Supply to Other Consumers—Wayleaves

Use of Substation

Access to Substation

Damage to Board's Equipment

Metering

Payment of Charges

Continuity of Supply

Supplementary Supplies

Discontinuation of Supply, etc.

Statutory Rights or Obligations

Arbitration

Stamping

Definitions

1. The Board shall construct the necessary electric lines for providing the supply and shall provide the equipment specified in the Schedule to this Agreement.

2. All cables and other equipment provided by the Board shall remain their property and shall be removable by them notwithstanding that the said cables and equipment may be affixed to any property of the Consumer.

3. The Consumer shall on demand pay to the Board the sum (if any) specified in paragraph 5 of the said Schedule towards the capital expenditure incurred by the Board in making the supply available.

4. The Consumer if required so to do by the Board shall at his own cost provide and maintain a suitable building (hereinafter called "the substation") in such a position and of such materials measurements and design as may be reasonably specified by the Board for the accommodation of property of the Board required for purposes of the supply.

5. The Board may use the substation for the purpose of supplying other consumers and may instal in the substation any necessary electric lines or equipment and the Consumer shall grant to the Board all necessary wayleaves over the premises. If the Consumer shall at any time require the position of any electric lines or equipment of the Board to be altered the Consumer will bear the cost of such alteration.

6. Notwithstanding the determination of this Agreement or of the supply of electricity hereunder the Board shall have the right to continue to use the substation for the purpose of supplying other consumers upon such terms and for such period as may be agreed or failing agreement determined by arbitration.

7. Authorised representatives of the Board shall at all reasonable times have access to the premises and to the substation.

8. If by reason of the negligence of the Consumer his servants or agents any property of the Board shall be damaged the Consumer shall bear the cost of making good the damage.

9. Notwithstanding the provisions of the Electricity Acts it is hereby agreed that the metering equipment need not be certified and that such metering equipment as may be necessary for the purpose of determining the amount payable by the Consumer shall be provided and maintained by the Board.

The metering equipment shall be deemed to be accurate unless its accuracy is disputed by notice in writing given by either party to the other within 14 days from the rendering by the Board of an account.

If any such notice is given the metering equipment shall be tested by a method to be agreed between the parties hereto or in default of agreement by a person nominated on the application of either party by the President of the Institution of Electrical Engineers.

If such test shall show the metering equipment is accurate within the limits prescribed for meters of the class to which the meter belongs or, where no limits have been prescribed, if the meter is reasonably accurate, the cost of such test shall be paid by the party requiring the test to be made and in all other cases shall be paid by the Board.

If the metering equipment ceases to register or is found not to be accurate within the limits prescribed for meters of the class to which the meter belongs or reasonably accurate as the case may be, the non-registration or the inaccuracy shall be deemed to have commenced immediately after the last undisputed meter reading and any necessary adjustments shall be agreed between the parties hereto and made to the Consumer's account and paid to or by him.

10. Charges under this Agreement shall accrue from day to day and the Board may render accounts monthly notwithstanding that the charges may be on a quarterly basis. If accounts are not paid within twenty-one days of delivery the Board shall be entitled to charge interest upon the amount due at the rate of 5 per centum per annum from the date of delivery to the date of payment.

11. The Board shall keep up and maintain the supply of electricity pursuant to this Agreement at all hours of the day and night during the continuance of this Agreement unless prevented by force majeure (including acts by the Queen's forces or the Queen's enemies) civil commotion strikes lock-outs breakdown of machinery plant or apparatus or the happening of any event of any kind (whether of a like nature or not) beyond the control of the Board and if the supply is interrupted the Board shall restore the same with all diligence Provided always that the liability of the Board for loss occasioned by any interruption of the supply due to their act or neglect (including the act or neglect of any person acting on their behalf) shall not exceed the amounts specified as penalties in Section 30 (Penalty for failure to supply) of the Schedule to the Electric Lighting (Clauses) Act, 1899.

12. Unless otherwise agreed in writing by the Board the Consumer shall not permit the connection of any private generating plant so as to run in parallel with the Board's system nor transfer load normally supplied by a private generating plant to the Board's system by means of a change over switch or other means nor use the Board's service as a standby supply nor use or purchase electricity supplied by any company body or person other than the Board.

13. If the Consumer fails upon request to give security satisfactory to the Board for the payment of all accounts that may become due under this Agreement or in respect of any account for work done or materials supplied to the Consumer or if the Consumer after any such account has become due shall not forthwith pay the same or if the Consumer shall become subject to the Bankruptcy Laws execute an assignment for the benefit of his creditors call his creditors together suffer an execution to be levied upon his effects or (except for purpose of reconstruction or amalgamation) enter into liquidation pass a winding-up resolution be wound-up ordered to be wound-up or convene a general meeting to consider winding-up or if a trustee liquidator or receiver be appointed or without the written consent of the Board (which consent shall not be unreasonably refused) assign this Agreement or the benefits thereof to any company body or person or if the Consumer shall commit any breach of this Agreement the Board may discontinue the supply and/or may determine this Agreement without prejudice to any right of action or remedy in respect thereof and may charge any rent fixed charge demand charge and or minimum payment payable hereunder up to the date on which this Agreement could be legally determined by the Consumer and all accounts due under this Agreement and any other accounts due or accrued for work done or materials supplied to the Consumer shall forthwith become due and payable.

14. Nothing in this Agreement shall be in derogation of any of the statutory rights or obligations of either party.

15. In the event of any difference or dispute between the Consumer and the Board respecting these presents or the construction thereof or the rights duties or liabilities of either party the matter which is in dispute shall be referred to a single arbitrator to be mutually agreed or in default of agreement to be appointed by the President (for the time being) of the Institution of Electrical Engineers under and in accordance with and subject to the Arbitration Act, 1950, or any subsisting statutory modification or re-enactment thereof.

16. The Consumer shall pay or on request repay to the Board any stamp duty payable on this Agreement and any duplicate thereof.

17. For the purposes of this Agreement the undermentioned expressions shall unless the context otherwise requires have the meanings respectively assigned thereto.

"Month" and "Quarter" (except the first month or first quarter) mean respectively the period of approximately one or three calendar months in relation to which the registration of the meters is taken for that month or quarter.

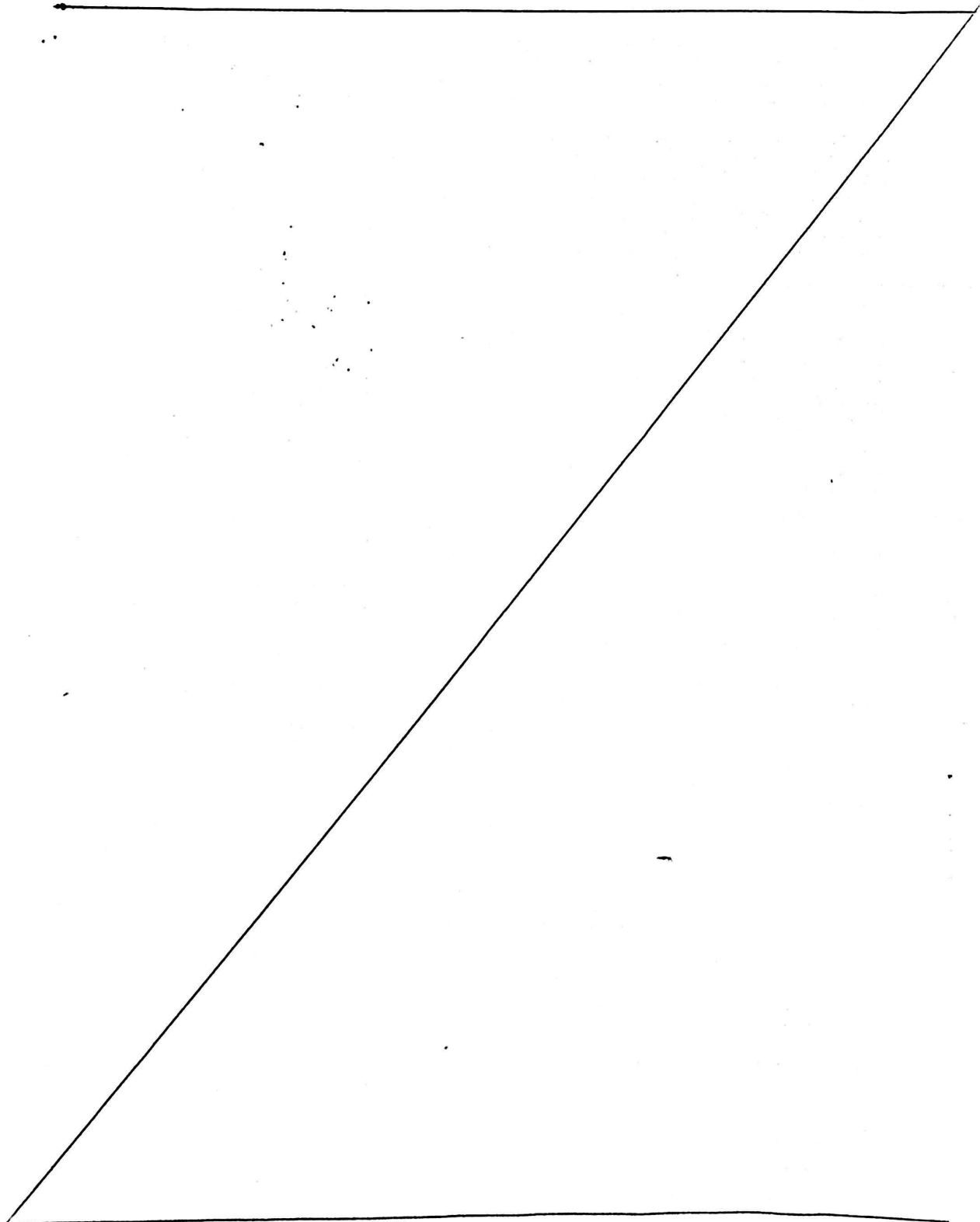
"Year of Supply" or "Year" (except the first year of supply) mean respectively the period of approximately twelve calendar months commencing on the first day of April or the date of the reading of the meters nearest to the first day of April and ending at the thirty-first day of March or the date of the reading of the meters nearest to the thirty-first day of March.

"First" in relation to a month, quarter or year means the period commencing on the date of commencement of supply and ending respectively at the date of the reading of the meters nearest to that month end, quarter end or the nearest following thirty-first day of March.

"Maximum Demand" means in kilowatts twice the largest number of units supplied in any thirty consecutive minutes.

CONDITIONS (continued)

18. The Board shall throughout the duration of this Agreement keep the Consumer indemnified from and against all suits actions claims and demands brought or made against the Consumer by reason of any injury or accident to any person or child or by reason of any damage to any property of the Consumer or adjoining the same or to the owners or occupiers thereof arising out of this Agreement and which shall be due to any act neglect or default of the Board its servants or Agents provided always and it is hereby agreed that the foregoing indemnity shall take effect subject to and not in addition to the provisions of Clause 30 of the Electric Lighting (Clauses) Act 1899.



IN WITNESS whereof the said parties to these presents have hereunto set their hands the day and year first before written.

Signature of Witness L. M. Bailey
 Address County Hall
Wickham
 Occupation Secretary

Signature of the Consumer William Donald Price

Deputy Clerk to for and on behalf of
 the County Council

For THE NORTH WESTERN ELECTRICITY BOARD
 by their Authorised Agent:

Signature of Witness A. Fogg
2, ST. GEORGE'S ROAD,
BULTON.

Occupation Senior Clerical Assistant

SEC. UNIT: SOUTH LANSHIRE AREA

AGREEMENT No. _____
DATED 7th September 1972

**THE NORTH WESTERN
ELECTRICITY BOARD**

AND

The County Council of the Administrative
County of the County Palatine of Lancaster

AGREEMENT

FOR THE
SUPPLY OF ELECTRICITY
TO PREMISES AT

St. Richard's R.C. School,

Tanhouse Road

Skelmersdale.

REF. No. 5604

ENTERED IN
DEED REGISTER 69887

FOR OFFICE USE

Commencement of Supply		Metering Arrangement	
Date	Ref. Letter		