



ACCREDITATION TEAM - LOAN OF KEYS

Terms and Conditions (including Legal)

The information given in this document outlines how we loan keys for access to our sites, and the terms and conditions of loan.

The changes detailed in these terms and conditions began from 1st January 2015.

Please ensure you read these thoroughly, and in detail.

Please follow and adhere to these guidelines regarding the request, loan and return of keys from The Accreditation Team. This applies to keys on short term loan, long term loan, purchased keys and site specific keys.

All new users to Gateway will receive a guide on ordering keys for access along with their Gateway login. To summarise, once you have entered your permit onto Gateway please **ensure you check the access conditions for the site.**

If a key is required, please ensure you request it no earlier than 7 working days prior to the permit date and no later than 2 working days prior to your visit (unless this is an urgent request).

If you request a key late, a charge for postage is applicable.

For any weekend deliveries (in all circumstances) you must provide a PO for £16.95 as we make special arrangements to deliver over this time.

All keys are sent out at 2pm each working day (and midday on Friday) therefore any key requests received after 1.30pm (and 11.45am on a Friday) will be dealt with the following working day.

You must request your key by emailing the following information to accreditation@arqiva.com

Permit request ID

Name and address for the key to be sent

Key(s) required

Please note, depending on your relationship to Arqiva, there are a number of keys that we cannot loan and should be requested via the operator you work for. If this is the case, we will advise accordingly.

Upon sending the key, we will:

- Acknowledge that the key has been sent via a return email to the requester. This will detail the key fob number, type, the permit it is required for and the date by which it must be returned
- When sending the key, a receipt will be included that details the same information as the acknowledgement email, details of how to return and the date it is required to be returned by. Each receipt also gives a copy of the key terms and conditions

When returning keys, you or your engineer must email us at accreditation@arqiva.com and detail the FOB number and recorded delivery tracking number as proof of postage.

All keys should be returned via recorded delivery and in a jiffy bag envelope. If we do not receive a key from you, your recorded delivery reference and confirmation email will be required for it to be labelled as lost – if this cannot be provided, a fee of £50 per key will be chargeable for replacements.

In most circumstances, keys will be issued with a return date **5 days** after your scheduled visit. Keys must be returned within the given timescales unless otherwise agreed with the team. Late keys are audited and chased on a weekly basis therefore to avoid a charge, prompt return is required.

Please note, in the event of an extension being required, please email the accreditation team who will agree terms in an email to you.

For keys that are issued to you on long term loan, you will be required to sign a declaration confirming receipt and due care of these keys. The person signing the declaration is responsible for those items until they are returned - this should be a person in a senior position.

For any keys lost, the same charges will apply except in the circumstances where we have issued you a high level access key, which holds a higher charge - this will be advised on your declaration.

Keys that are dispatched in bulk to your company on long term loan must be detailed on an internal log and you must ensure you have implemented a control system.

There is a possibility if you are a company that we dispatch a large number of keys to, that we will audit you without prior warning.

From 01/01/2015, the following rules will apply:

- In the event of you requesting a key within 2 working days of your scheduled visit whereby a permit has been in place for more than 2 days, we will charge you for TNT delivery, at a cost of £6.50 - A PO will be requested from you prior to us agreeing to send out your key.
- Please note, any keys requested after 11.30am on a Friday will be processed the following Monday.
- If you require a key to be delivered via Special Delivery over a weekend, a fee of £16.95 is applicable as this falls outside of our general postal agreement – we must make special arrangements in order to get the key to you which incurs an additional charge.
- Should you be requesting a key for an urgent visit and have entered a permit onto Gateway within 2 working days of the request, the fee will be non-chargeable.
- In the event of late returns or lost keys, a fee of £50 **per key** is applicable.
- In the occurrence where a company consistently returns keys late, we reserve the right to request a pre chargeable PO prior to us loaning you keys in the future.
As previously noted, these Terms and Conditions will begin from 01/01/2015 therefore please ensure this information has been cascaded to the relevant administrators and engineers so they are aware of the time scales.
- Where companies have a large number of keys that have not been returned, we reserve the right to suspend your Gateway account until the matter is rectified.

Legal Terms and Conditions:

ACCREDITATION – LOAN OF KEY TERMS AND CONDITIONS

1. This document is supplemental and collateral to Arqiva's Access Regulations issued from time to time (Regulations) and comes into effect from and including 1st January 2015. 2. Arqiva's Site Access Accreditation Team are responsible for providing all parties and visitors who agree to be bound by the Regulations ("You") with access to Arqiva's operational and managed sites ("Sites") by the provision of keys. 3. This document set out the terms in which Arqiva will supply You with keys to the Sites (Terms). These Terms will apply every time You request keys to any one of the Sites (Keys). Please read these Terms carefully and make sure You understand them before requesting the Keys. By requesting the Keys You are:

- 3.1 agreeing to be bound by these Terms; and
- 3.2 confirming that You have authority to bind any business on whose behalf you are requesting the Keys

4. Definitions

The following definitions apply to these Terms:

4.1 Accreditation Team means Arqiva's Site Access Accreditation Team 4.2 Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors

4.3 Except to the extent that they are inconsistent with the definitions and interpretations in these Terms the definitions and interpretations in Appendix D of the Regulations shall apply to these Terms

5. Request for Access 5.1 To obtain access to the Site a request must be made via the Gateway System in accordance with the Regulations 5.2 Access will be approved by the issuance by Arqiva to You of a Gateway permit. Once the permit has been issued You must:

- a) Check and comply with the access conditions listed on the Gateway System and which are applicable to the Sites;
- b) request the Keys by email to accreditation@arqiva.com no later than 3 working days prior to Your visit. Your email must contain the following information:
 - i. the Gateway Permit ID,
 - ii. the name and address to which the Key is to be sent; and
 - iii. the information of Keys required.

5.3 If You request a Key within 2 working days of your scheduled visit and a Gateway permit has been in place for more than 2 working days:

- a) Arqiva will charge you for the TNT delivery cost of £6.50; and b) Arqiva will require a purchase order to be raised in the sum of £6.50 prior to sending the Key to You 5.4 There are a number of Keys that Arqiva cannot loan and should be requested via a third party. If this is the case, Arqiva will advise You accordingly 6. Issuance of Keys

6.1 Provided that the procedure in clause 5 above has been correctly followed, Arqiva will use reasonable endeavours to send the Keys to the name and address supplied by You as soon as reasonably practicable

6.2 Time shall not be of the essence for delivering the Keys to You and Arqiva shall not be liable for any delay in the delivery of the Keys that is caused by a Force Majeure Event or Your failure to provide the Accreditation Team with the details requested

in clause 5.2 above in the time and manner requested or any other instructions that are relevant to the supply of the Keys

7. Returning the Keys to Arqiva, 7.1 When sending the Keys to You Arqiva shall provide You with instructions as to how and when the Keys should be returned (Instructions). You agree to comply with the Instructions

7.2 All Keys must be returned to the Accreditation Team by recorded delivery and addressed to the Arqiva Site Accreditation Team Arqiva, Borough Hill, Daventry NN11 4NB or such other address as may be notified to You from time to time by the date specified in the Instructions (or such other date as may be agreed in writing between the parties) (Return Date)

7.3 If Arqiva does not receive the Key on or before the Return Date and You are unable to provide Arqiva with evidence that the Key was sent by recorded delivery before the Return Date You will be charged a fee of £50 together with value added tax to replace it (Late Fee). The Late Fee must be paid by You within 30 days of the date stated on the invoice

7.4 If You fail to pay the Late Fee by the due date for payment, then You shall pay interest on the overdue amount at the rate of 4% per cent per annum above the base rate from time to time of HSBC Bank plc. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

7.5 You shall pay all amounts due under these Terms in full without any set-off counterclaim, deduction or withholding (except for any deduction or withholding required by law). Arqiva may at any time, without limiting its other rights or remedies, set off any amount owing to it by You against any amount payable by Arqiva to You.

8. Breach of these Terms

8.1 Without limiting its other rights or remedies, Arqiva may:

- a) suspend the provision of or refuse to supply any Keys to You for the Sites; and/or b) require You to provide a sum on account prior to the issuance of any further Keys to You if Arqiva reasonable believes that You are in breach of any of these Terms and (if such a breach is remediable) You fail to remedy that breach within 14 days of being notified in writing to do so.

9. Limitation of Liability 9.1 Nothing in these Terms shall limit or exclude Arqiva's liability for:

- i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- ii. fraud or fraudulent misrepresentation. 9.2 Subject to clause 9.1, Arqiva shall under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Terms.

