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**HIGHWAYS ACT 1980**

**SECTION 178 LICENCE APPLICATION PACK**

**CONSENT TO RUN PRIVATE ELECTRIC VEHICLE CHARGING CABLE THROUGH THE PUBLIC HIGHWAY USING THE ‘KERBO CHARGE’ CABLE CHANNEL**

All Correspondence to:

West Berkshire Council (the ‘Council’) Highways Department

*ITS & Sustainable Travel*

*West Berkshire Council*

*Market Street*

*Newbury*

*RG14 5LD*

*ev@westberks.gov.uk*

### REQUIREMENTS:

1. DETAILS OF LICENSEE

Contact Name:

Address & Postcode:

Daytime Telephone Number:

Out of Hours telephone Number: E mail

1. SITE PHOTO

Provide a marked-up photo of the front of your property, clearly showing the front of your property, the pavement, and where your car typically parks. Mark up the photo to show where you would install the cable channel.

Paste the marked-up photo here:

[Paste your marked up site photo here]

### INDEMNITY AND INSURANCE COVER

You agree to indemnify the Council against any claim in respect of injury, damage or loss arising from the use of the Kerbo Charge cable channel.

We recommend you have relevant public/ third party liability insurance cover, through your car insurer, house insurer, or specialist third party insurer to cover cable trip claims.

### LICENCE FEE

The one-off fee for this licence application is £190.

### DECLARATION

Carefully read and fully complete the declaration on the next page. This should be completed by the licensee.

**DECLARATION**

To be completed by the licensee

I hereby apply for permission to run EV charging cable at the following location: Address:

I have read and understood the Notes for Guidance and Schedule of Conditions sections of this application and that the information I have provided is correct to the best of my knowledge.

I understand that it is a criminal offence to commence any works on the Highway until this fully completed application has been approved and permission has been granted, in writing, by the Street Authority.

I understand that I must follow the New Roads & Street Works Act 1991 and related codes of practice and that failure to do so could result in charges being made or legal action being taken against me or my company.

Signature:

BLOCK CAPITALS:

Date:

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| --- |
| FOR OFFICE USE ONLY |
| **WEST BERKSHIRE COUNCIL APPROVAL** |
| APPROVED BY: |  |
| REFERENCE NUMBER: |  |
| DATE: |  |

# SCHEDULE OF CONDITIONS SUBJECT TO WHICH THE LICENCE IS GRANTED

## Standard Conditions

* 1. Kerbo Charge and their Highways Contractor will carry out the construction of the channel. All other necessary equipment including chargers, cables, connections, and necessary arrangements to enable charging of the EV will need to be carried out by the applicant themselves.
	2. The Licence does not give the Licensee the right to reserve the public parking space on the public Highway. The Licensee agrees not to place any ‘EV charging’ signs (or similar) outside of their home.
	3. The Licensee or person working on their behalf must ensure at all times that no damage

occurs to the public structures including any apparatus belonging to any statutory undertaker and access to their plant must be allowed at all times.

* 1. The Licensee agrees to adhere to the following after the Kerbo Charge cable channel has been installed:
		+ 1. When the Licensee wishes to charge their vehicle, they should lift the lid of the Kerbo Charge channel, insert the charging cable and ensure the charging cable is fully enclosed in the Kerbo Charge channel.
			2. The Licensee should ensure the lid of the Kerbo Charge channel is flat and flush before, during, and after charging their vehicle.
			3. The charging cable should be removed from the Kerbo Charge channel when charging is complete and should not be left in the channel for any time longer than is necessary.
			4. The Kerbo Charge channel should be regularly inspected:
				1. to ensure that it remains in good working order and the lid is correctly in the closed position; and
				2. to remove any leaves, stones and other debris that may have built up in the bottom of the Kerbo Charge Channel.
	2. The Licensee shall indemnify the council against any claim in respect of injury, damage loss or third-party claim with respect to the ongoing use of the Kerbo Charge channel.
	3. The Licensee is responsible for the upkeep of the channel and to rectify any defects arising from the installation and ongoing use including vandalism/third party damage.
	4. While charging the EV, the Licensee shall ensure to minimise obstruction to vehicular and pedestrian traffic.
	5. The Licensee will inform the Council if they are moving house (at least three months before they move) so that the Licensee and the Council can agree transition arrangements to the new resident(s).
	6. The Licensee will report any issues or defects with the Kerbo Channel to both the Council and Kerbo Charge ltd, by emailing ev@westberks.gov.uk and help@kerbocharge.com.
	7. The Council has the right to withdraw the licence issued if any of these conditions are not adhered to.