

## Terms and Conditions

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### Terms and conditions for the alteration of a service pipe and/or meter installation – domestic premises

#### May 2017 version 17

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The contract (the “Contract”) is made on receipt by Cadent (“Cadent Gas Ltd”) of (i) an acceptance (the “Acceptance”) from the customer (the “Customer”) of a quotation from Cadent for the alteration of the position of a service pipe and/or a meter installation (the “Quotation”) and (ii) payment in full for the Works (as defined below).

#### 1. THE WORKS

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1.1 Subject to the terms and conditions set out below, Cadent shall carry out the following as set out in the Order and (if applicable) as varied in accordance with clause 7.1 below (the “Works”):

- (a) alter the location of the service pipe to the premises specified in the Order (the “Premises”) and commission the altered service pipe; and/or
- (b) remove and re-fix the meter installation at the Premises, provided that the existing meter installation at the premises is suitable for fixing at the proposed location; and/or
- (c) where Cadent has re-fixed the meter installation (where the Customer has requested it); the relocation and reconnection of the meter to the existing installation pipe provided that the length of pipe needed does not exceed the maximum length specified in the Order; and/or
- (d) supply and fit a meter box (other than a built-in cavity meter box) at the Premises if required; and/or
- (e) the permanent reinstatement of drives, paths and other surfaces disturbed during the Works; and/or
- (f) carry out any other works included in the Order; and
- (g) supply all necessary materials in respect of the above.

#### 2. EXCLUSIONS

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2.1 The following are not included in the Works:

- (a) the fitting of a built-in cavity meter box, which must be carried out by the Customer prior to commencement of the Works when the Works involve the removing and re-fixing of a meter installation at the Premises and the Customer wishes to have a built-in cavity meter box;
- (b) re-fixing of the meter installation where the existing meter installation at the premises is not suitable for the re-fixing at the proposed location;
- (c) capping of meter outlet or re-connecting meter outlet to existing installation pipework where Cadent has not re-fixed the meter installation;
- (d) re-connecting the meter and meter outlet to existing installation pipework where the Customer has not requested and agreed to pay for such reconnection, or where the length of new pipe required exceeds the maximum length specified in the Order;
- (e) the matching of any permanent reinstatement of drives, paths and other surfaces to the existing surface, colour or materials;

(f) the reinstatement of fences, walls, landscaping, drainage or special surface finishes of any kind;

(g) any work (including cross bonding) on the outlet side of the meter, other than as specified in clause 1.1(c) above; and

(h) the making good of plasterwork, cosmetic surfaces, decorative finishes and the like other than damage caused by negligent or defective workmanship of Cadent which shall be made good by Cadent at no additional cost to the Customer.

(i) the removal of the service gas pipe made redundant after the service alteration has been completed

### **3. LIABILITIES**

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**3.1** Notwithstanding any other provision in this Contract, Cadent accepts all liability if something Cadent does negligently causes death or personal injury, or physical damage to property.

**3.2** For the avoidance of doubt, nothing contained within these terms and conditions affects the Customer's statutory rights.

**3.3** In respect of all other loss or damage suffered by the Customer under this Contract, where the cause of the loss or damage is the fault of Cadent, Cadent's liability shall, subject to clause 3.4, be limited to an amount not exceeding the amount payable by the Customer under clause 8.1 less any amount paid by Cadent to the Customer in accordance with the compensation scheme relating to its Standards of Service as may apply from time to time.

**3.4** Subject to clause 3.1, under no circumstances does Cadent accept liability for business loss (which includes without limitation loss of contracts, loss of profits, loss of revenue, or loss of anticipated savings in expenditure) as a result of either Cadent's breach of the Contract or Cadent's negligence or otherwise.

### **4. TIMESCALES**

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**4.1** Cadent shall:

(a) advise the Customer, following (i) receipt of the Customer's Order or (ii) any survey (if deemed necessary by Cadent) or (iii) the acceptance of the Customer of any variation in accordance with clause 7.1 below (whichever is the later), of the proposed commencement date of the Works;

(b) use reasonable endeavours to complete the Works by the date specified in the Customer Order;

(c) carry out the Works on Cadent's normal working days between the hours of 08.00 and 17.00;

(d) give the Customer at least 2 days prior notice of any amended commencement date of the Works; and

(e) having commenced the Works, complete the Works without undue delay unless delayed or prevented from doing so by events or circumstances beyond its control when it will be entitled as appropriate to either reasonable additional time or to terminate the Contract, and in the event that Cadent terminates the Contract pursuant to this clause 4.1(e), Cadent shall refund the Customer all payments made by the Customer under this Contract.

### **5. INFORMATION AND ACCESS**

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**5.1** The Customer shall:

(a) provide accurate information in the Order and the Acceptance;

(b) obtain any necessary consents for the service pipe to cross land or property not belonging to the Customer (other than public highways). Cadent will on request provide without charge an acceptable standard form of consent. In carrying out the Works, Cadent shall be entitled to rely upon the Customer's confirmation that such consents have been obtained;

(c) provide access as necessary to the Premises and third party property for the Works; and

(d) ensure that any built-in cavity meter box (when the Works involve the removing and re-fixing of a meter installation at the Premises) has been fully installed prior to commencement of the Works.

## **5.2 Cadent will assume:**

(a) that, where the Works involve the alteration of the existing service pipe to the Premises, the existing service pipe to the Premises does not cross third party land (other than a public highway) and that the altered route of the service pipe to the Premises will not cross third party land (other than a public highway);

(b) that, where the Works involve the alteration of the existing service pipe to the Premises, the altered service pipe to the Premises can follow, without any obstruction and without crossing bridges, tunnels or other such similar civil engineering works the shortest direct route from the location of the existing service pipe (immediately prior to the point of alteration) to the termination point of the altered service pipe;

(c) that, unless the Order indicates to the contrary, the Premises does not form part of a multi-storey property;

(d) that the Works do not form part of a request for an increased load;

(e) in the event that the Customer indicates to Cadent that they will excavate any trenches prior to Cadent arriving at the premises, that such excavations will be carried out in accordance with Cadent's published "Self Excavation Guidance and Responsibilities" document.

(f) the person or organisation you appoint to carry out the excavation is also responsible for ensuring that the excavation site is safely guarded. This should be done through the use of an appropriate, protective barrier system and offers sufficient protection to any person who may have access to your property.

(g) that the new location of the meter (if any) as requested by the Customer complies with all relevant laws and regulations;

(h) that the existing meter installation at the premises is suitable for the re-fixing at the proposed location; and

(i) that the Works relate to a premise that has a maximum gas consumption rate of 6 cubic meters per hour.

**5.3** Upon arrival at the Premises, Cadent shall carry out an inspection to confirm, so far as practicable, that the assumptions set out in clause 5.2 and the information provided by the customer in the Order are correct before carrying out the Works. In the event that the information or any one or more of the assumptions are not correct, and the Customer did not draw this to Cadent's attention at the time of placing the Order, then Cadent shall be entitled to terminate the Contract immediately and will refund the Customer any part of the payment made which has not been reasonably incurred by Cadent in relation to the Works at the time of termination.

**5.4** In the event that the Customer fails to comply with any part of clauses 5.1(b) to 5.1(d), then Cadent shall be entitled to terminate the Contract immediately and will refund the Customer any part of the payment made which has not been reasonably incurred by Cadent in relation to the Works at the time of termination.

## **6. MULTI-STOREY PROPERTIES**

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**6.1** If the Premises is a part of a multi-storey property (i.e. if there are separate dwellings above or below the Premises in the same building), then Cadent may terminate the Contract if Cadent determines (in its sole discretion) upon arrival at the Premises that the gas supply at the Premises is not suitable for alteration due to the construction of the building or the layout or configuration of the gas supply to the Premises and other premises within the multi-storey property.

**6.2** In the event that Cadent does so terminate the Contract, then Cadent will refund the Customer the full amount of any payment made by the Customer before the date of termination.

## **7. VARIATIONS**

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**7.1** In the event that, following a survey (if deemed necessary by Cadent) or an inspection pursuant to clause 5.3, Cadent deems that variations are required to the Works and/or the price of the Works as set out in the Order, such variations shall be deemed to be Additional Work and the provisions of clause 8.2 shall apply.

## **8. PAYMENT**

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**8.1** The Customer shall make payment (including VAT when applicable) in full with the Order.

**8.2** In the event that additional work is necessary to complete the Works ("Additional Work") either due to:

- (a) an event which is not reasonably foreseeable; or
- (b) the Customer altering the requirements that it originally set out in the Order; or
- (c) incorrect or incomplete information provided by the Customer

then Cadent shall be entitled to make additional charges ("Additional Charges") to the Customer in respect of the Additional Work. Cadent shall explain to the Customer the purpose and content of the Additional Works. The Additional Charges shall be agreed with the Customer in advance of the Additional Work being carried out, and shall be the additional cost to Cadent (plus VAT where applicable) incurred as a result of carrying out the Additional Work. Payment for the Additional Charges must be made by the Customer within 30 days of the date of the invoice. In the event that the Customer fails to agree to the Additional Charges, Cadent shall not be obliged to carry out the Additional Work, nor complete the Works, and the Customer shall be deemed to have terminated the Contract and the provisions of clause 9.1 below shall apply.

**8.3** If Cadent incurs a charge under section 74A of the New Roads and Street Works Act 1991 (Lane Rental Charge) that is higher than the amount included in the quotation Cadent is entitled to charge the Customer for the excess providing it has:

- (a) Used reasonable endeavours to avoid or minimise that extra charge, and
- (b) Notified the Customer as soon as reasonably practicable (and in any case not more than 10 Working Days) after becoming aware that a Lane Rental Charge higher than the estimated charge in the Quotation has been or will be incurred.

**8.4** If the actual Lane Rental Charge paid by Cadent is less than the estimated amount paid by the Customer, Cadent will refund the excess.

## **9. TERMINATION**

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**9.1** The Customer may terminate this Contract at any time by giving at least one full working days' notice but must pay to Cadent all costs (including VAT when applicable) reasonably incurred by Cadent directly and foreseeable up to or as a result of the Customer's termination except where the Contract is terminated pursuant to Cadent's breach of the Contract.

**9.2** Cadent may terminate the Contract;

- (a) immediately if the information given by the Customer is incorrect and significantly affects the Order. Cadent will refund to the Customer any part of the payment made which has not been expended or committed in relation to the Works at the time of termination. Cadent may also terminate the contract in accordance with Clause 8.2.
- (b) by giving five (5) working days written notice if the works are not completed within 120 calendar days from the date of the quotation where the delay is not due to the fault or default of Cadent. Where Cadent terminates under this clause it will refund any part of the payment made which was not reasonably incurred by Cadent at the time of termination.

**9.3** Where a quotation has been provided by Cadent through its web portal over the internet, then at any time up to three (3) working days after Acceptance by the customer of the quotation Cadent may terminate the contract by written notice if any of the following apply;

- (a) if the premises are not connected to a pipeline system operated by Cadent, or
- (b) if the service pipe diameter connecting the premises is greater than 1" if metallic or 32mm if PE (plastic).

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## **10. USE OF CONTRACTORS**

**10.1** Cadent is entitled to sub-contract the whole or any part of the Works.

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## **11. WARRANTY**

**11.1** Cadent warrants that the Works will be fit for purpose and free from defect (except such as arises from user abuse or improper operation) for one year from the completion of the Works.

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## **12. OWNERSHIP OF SERVICE PIPE**

**12.1** The altered service pipe shall at all times belong to Cadent

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## **13. DISPUTE RESOLUTION**

**13.1** If the Customer has a complaint and cannot reach agreement with Cadent through its complaints procedure, then the Customer may refer the complaint to the Energy Ombudsman. The Energy Ombudsman Website is [www.ombudsman-services.org/energy.html](http://www.ombudsman-services.org/energy.html)

**13.2** If a dispute arises between the Customer and Cadent regarding goods or services which the Customer has bought online, then if the Customer is a consumer (being an individual acting for a purpose which is wholly or mainly outside that individual's trade, business, craft or profession), it is possible for the Customer to use the online dispute resolution platform set up by the European Commission to resolve the dispute. The Customer can access the platform by this link:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

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## **CONFLICT, NOTICES AND JURISDICTION**

**14.1** In the event of any conflict or ambiguity between the Order and these terms and conditions, these terms and conditions shall take precedence.

**14.2** Any written notice must be served by prepaid post, fax or email to the relevant Cadent contact details shown on the Quotation or Customer contact details provided at the time of placing the Order.

**14.3** The Contract is governed by the laws of England and subject to the exclusive jurisdiction of the English Courts where the Works are carried out in England or Wales, and the exclusive jurisdiction of the Scottish Courts where the Works are carried out in Scotland.

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## **YOUR PERSONAL INFORMATION**

**15.1** You may provide us with your personal information when using our Website(s) or accessing our services. Please see our Privacy Policy at [www.Cadentgas.com/privacy-policy](http://www.Cadentgas.com/privacy-policy) which explains how we will use the personal information you provide to us.

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## **QUOTATION CHARGE TERMS AND CONDITIONS**

For work requests that are subject to Quotation Charges the following Terms and Conditions apply.

In consideration for the Customer providing the necessary information as defined in Cadent's Connections Business Rules and paying the Quotation Charge as set out in Cadent Gas Distribution Connection Service Charges, published from time to time on the internet, Cadent will prepare and issue a quotation to meet the Customer's requested requirements to either supply a new gas service connection or an alteration to an existing service connection.

Cadent will provide a quotation within the timescales set out in Cadent's Connections Business Rules.

In the event that Cadent does not provide a quotation within the timescales specified above or that the quotation is inaccurate then any liability to the Customer arising from the delay or inaccuracy as the case may be will be capped at either the level of compensation provided for in any statutory rules applying from time to time or the amount of the Quotation Charge paid by the Customer, whichever is the lesser.

No provision of this agreement shall or may be construed as creating any rights enforceable by a third party (whether under the Contracts Act or otherwise) and all third party rights as may be implied by law (whether under the Contracts Act or otherwise) are hereby excluded to the fullest extent permitted by law from any Contract.

This agreement is governed by the laws of England and subject to the exclusive jurisdiction of the English Courts where the Works are carried out in England or Wales, and the exclusive jurisdiction of the Scottish Courts where the Works are carried out in Scotland.

