

Detailed Analysis Study Report Application Form - Sustainable Gas to Grid Entry Connection

Please complete all fields of this Detailed Analysis Study Report Application Form ("form") and sign to accept the Cadent ("Cadent") terms and conditions ("Terms and Conditions"), which can be found attached to this form. Please note that this form and the Terms and Conditions shall be read together and both documents constitute the entire Agreement for the Detailed Analysis Study Report.

Customer Specific Information

Please populate this section with the details of the Customer to whom Cadent shall be issuing an invoice and the completed Detailed Analysis Study Report (DASR) to.

Name of Customer:	If Customer is a Business Registered at Companies House, please insert Registration Number of Business:
Customer's Business Address – if Registered at Companies House, please provide this registered address:	Customer's Representative – please insert name of representative:
Correspondence Address for Customer:	Contact Email Address & Telephone Number for Customer:
Customer's Invoicing Address and Contact Name (if different from above):	

If you will be employing a consultant/consultancy firm to assist you, please provide their details here.

Name of Consultant/Consultancy firm	If applicable, insert Registered Number at Companies House
Consultant/Consultancy firm's correspondence address	

Project Specific information

Please populate this section with details of the Biomethane Gas to Grid project you are proposing.

<p>Initial Enquiry Number: This will be provided in your initial enquiry response</p>
<p>Site Address: Site address including postcode</p>

Site Location (Map) (please include grid coordinates)

Please provide a map detailing the location of your site. This can be a screenshot of **Google Maps** with a 'pin' highlighting the site location.

Land Ownership Details:

Please provide any detail on ownership of the land surrounding the proposed site. This will assist when we review potential options for connection to the grid.

Gas Entry Unit Location:

If you have any requirements for the location of Cadent's assets on site, please detail these here. If you do not have any at this stage, please indicate N/A.

Estimated Flow Rate:

Please note – at this stage we will assume this flow is injected at a continuous rate and that the quality of gas is compliant to the standards set out in the Gas Safety (Management) Regulations 1996 (GS(M)R). If you have any questions relating to gas quality please contact us. Please indicate whether this flow rate is in Standard Cubic Metres per hour (scm/h) or Normalised Cubic Metres per hour (ncm/h).

Pressure Tier:

Your Initial Enquiry Response should have indicated an available pressure tier (Low Pressure, Medium Pressure, Intermediate Pressure or Local Transmission System). If you know which pressure tier you would like to connect to, please list it here.

Anticipated Feedstock:

Please detail the feedstock you anticipate using.

Estimated gas to grid date:

Please provide your estimated date for gas to grid.

Please select the type of Detailed Analysis Study Report ("DASR") you wish Cadent to undertake:

Please delete as appropriate:

Standard DAS

Capacity Only DAS

Explanation:

Standard DAS: Capacity analysis plus estimated costs of connection **£950 + VAT**

Capacity Only DAS: Capacity analysis only **£750 + VAT**

For full details, please see "Scope of Detailed **Analysis Study Report**"

PLEASE NOTE: The Detailed Analysis Study Report (DASR) is a 'snapshot' of the network at the time of the study and in no way constitutes a guarantee of capacity or connection availability.

Next Steps

Upon receipt of this Detailed Analysis Study Report Application Form, we will issue an invoice to you for the completion of the DASR in accordance with the Terms and Conditions for the DASR.

Upon receipt of payment, we will carry out the study work and issue a DASR to you within 30 working days of payment. We will then make contact and discuss the next steps with you.

Acceptance of Terms and Conditions

Your **full** completion and submission of this Detailed Analysis Study Report Application Form including signed acceptance page shall constitute your full acknowledgement and acceptance of the Terms and Conditions for the DASR.

Once you have completed the form please physically sign and return the entire form via email to [**Box.NonStandardConne@cadentgas.com**](mailto:Box.NonStandardConne@cadentgas.com)

If you have any further questions please contact us:-


Rebecca Pratt
[**rebecca.pratt@cadentgas.com**](mailto:rebecca.pratt@cadentgas.com)

Design Senior Analyst
Tel: 07866 117292

**Acceptance of the Terms and Conditions for the Detailed Analysis
Study Report**

Please sign below to confirm that you have read and accept the Terms and Conditions for the Detailed Analysis Study Report as attached below.

**Signed for and on behalf of
Cadent**

Signed: 
Name: Jadie Lawley
Position: Head of Future Energy Connections

**Signed for and on behalf of
The CUSTOMER**

Signed: _____
Name: _____
Position: _____
Date: _____

Detailed Analysis Study Report - Terms and Conditions –
To Be Read with The Detailed Analysis Study Report Application Form

THIS AGREEMENT IS MADE BETWEEN:

- (1) **Cadent Gas Ltd**, (registered in England and Wales under number 10080864), whose registered office is at Pilot Way, Ansty Park, Coventry, CV7 9JU (“**Cadent**”); and
- (2) The **CUSTOMER** (whose Customer Specific Information details are provided in the Detailed Analysis Study Report Application Form which forms part of this Agreement).

RECITALS:

- (A) These Terms and Conditions along with all the information provided by the CUSTOMER in the Detailed Analysis Study Report Application Form comprise the entire agreement between the Parties.
 - (B) The CUSTOMER has requested the completion of a Detailed Analysis Study Report to support the development of a new Biomethane project at the site whose details are provided in the Project Specific Information. The CUSTOMER will discuss with Cadent the installation of connection facilities (“**Connection Facilities**”) and pipeline (“**Pipeline**”) to enable the input of Biomethane gas from the CUSTOMER’S facilities for transportation through Cadent Network (the “**Proposed System Point**”).
 - (C) In order to provide detailed information to facilitate further discussions the CUSTOMER wishes Cadent to carry out a Detailed Analysis Study Report of the proposed Connection Facilities and Pipeline to the Proposed System Point examining the scope of work required and the estimated cost of Connection Facilities and Pipeline. The estimate contained in the Detailed Analysis Study Report shall not constitute an offer for the construction of either the Connection Facilities or the Pipeline.
- (C) Cadent agrees to undertake the Detailed Analysis Study Report and the CUSTOMER agrees to pay Cadent in respect of the Detailed Analysis Study Report subject to and in accordance with the terms of this Agreement.

NOW IT IS HEREBY AGREED:

1. Definitions and Interpretation

1.1 In this Agreement the following words and phrases shall have the following meanings:

"Affiliate" shall mean, in relation to either Party, any subsidiary, subsidiary undertaking or holding company of such Party, and any subsidiary or subsidiary or subsidiary undertaking of any such holding company for the time being as such terms are defined in sections 1162 and 1159(1) of the Companies Act 2006 (as amended);

"Agreement" shall mean the Detailed Analysis Study Report Application Form and these Terms and Conditions including the recitals and the Schedule attached thereto;

"Completion Date" shall mean the date upon which Cadent delivers the Detailed Analysis Study Report to the CUSTOMER;

"Contract Term" shall mean the period of time between the date of acceptance of the last Party to sign the Detailed Analysis Study Report Application Form and the Completion Date;

"Customer Specific Information" shall mean the information and/or data provided on the Detailed Analysis Study Report Application Form within the Customer Specific Information section of that form;

"Detailed Analysis Study Report Application Form" shall mean the form entitled Detailed Analysis Study Report Application Form as supplied to the CUSTOMER with these Terms and Conditions;

"Detailed Analysis Study Report" or "DASR" shall mean the report prepared by Cadent pursuant to this Agreement as more particularly described in Schedule 1;

"Due Date" shall mean the date defined in Clause 4.3;

"Final Sum" shall mean £750 + VAT if 'Capacity Only DASR' is chosen by the CUSTOMER in the Project Specific Information and shall mean £950 + VAT if 'Standard DASR' is chosen by the CUSTOMER in the Project Specific Information;

"Insolvency Event" shall mean any step taken under any legislation including, without limitation, the Insolvency Act 1986, the Insolvency Act 2000 and the Enterprise Act 2002 and any subsequent amendment thereto, or the Party's constitution or any agreement that is entered into with any of the Party's creditors which indicates a likelihood of that Party's insolvency;

"Party" or "Parties" shall mean, where the context so permits, either party to this Agreement or both parties to this Agreement;

“Payment Date” shall mean the period within which the CUSTOMER shall pay Cadent the sum due pursuant to Clause 4.1;

“Project Specific Information” shall mean the information provided on the Detailed Analysis Study Application Form within the Project Specific Information section;

Cadent **Internal Works** shall mean that part or parts of the Detailed Analysis Study Report provided and/or carried out directly by Cadent and not by a subcontractor.

“Terms and Conditions” shall mean these terms and conditions including the recitals and the Schedule attached thereto;

“Uniform Network Code” has the meaning given to it in Cadent gas transporter licence granted under section 7 of the Gas Act 1986.

- 1.2 References in this Agreement to recitals, Clauses and Schedule are to the recitals, clauses and schedule included in this Agreement.
- 1.3 Any reference in this Agreement to statutes or statutory instruments shall include any modification, extension or re-enactment as may be made from time to time.
- 1.4 In the event of conflict between the Clauses of this Agreement and the recitals and Schedule, the Clauses shall prevail and in the event of conflict between these Terms and Conditions and the Detailed Analysis Study Report Application Form, the form shall prevail.

2 Obligations of Cadent

- 2.1 Cadent warrants that the Detailed Analysis Study Report shall be undertaken with reasonable skill and care and in accordance with the proper standards of good engineering practice.
- 2.2 Cadent shall provide the CUSTOMER with a copy of the Detailed Analysis Study Report within thirty (30) working days following receipt of payment as detailed in Clause 4.1.
- 2.3 Cadent shall keep confidential and shall not disclose to any third party (not being the parties referred to in Clause 2.3), any information provided by the CUSTOMER in connection with the negotiation or performance of this Agreement provided that this restriction shall not apply to information:-
 - (a) which at the time of disclosure is in the public domain or thereafter becomes part of the public domain otherwise than as a consequence of a breach by Cadent of its obligations under this Clause 2.3 or such information that Cadent

is required to reveal as a result of any legal process or regulatory requirement;

or

- (b) disclosed to persons professionally engaged by Cadent, provided that such persons shall be required to be bound by a similar confidentiality undertaking; or
- (c) reasonably required to be disclosed to any relevant statutory or non-statutory bodies for the purpose only of completing the Detailed Analysis Study Report.

3. CUSTOMER Obligations

- 3.1 The CUSTOMER shall provide Cadent with the Customer Specific Information on or before the date of this Agreement. In addition, through the term of this Agreement, the CUSTOMER shall promptly provide such further information as Cadent may reasonably request for the proper completion of the Detailed Analysis Study Report.
- 3.2 The CUSTOMER represents and warrants that it has the right and authority to disclose the Customer Specific Information to Cadent and agrees that the Customer Specific Information and such other information as it provides under Clause 3.1 is accurate and may be relied on by Cadent (including its employees, officers, directors and consultants, advisers or agents who shall all be made aware of this confidentiality obligation provided that such consultants, advisers or agents not being Cadent employees, officers or directors, shall be required to be bound by a similar confidentiality undertaking.)
- 3.3 The CUSTOMER shall keep confidential and shall not disclose to any third party any information provided by Cadent in connection with the negotiation or performance of this Agreement (including the Detailed Analysis Study Report) provided that this restriction shall not apply:-
 - (a) to any information which at the time of disclosure is in the public domain or thereafter becomes part of the public domain otherwise than as a consequence of a breach by the CUSTOMER of its obligations under this Clause 3.3 or such information that the CUSTOMER is required to reveal as a result of any legal process or regulatory requirement; or
 - (b) to information disclosed to persons professionally engaged by the CUSTOMER, and the developer of premises at the Proposed System Point, provided that such persons shall be required to be bound by a similar confidentiality undertaking.

4. Payment

- 4.1 In addition to any amounts payable under Clause 4.2, the CUSTOMER agrees to pay Cadent Gas Ltd the Final Sum in consideration of the Detailed Analysis Study Report not later than thirty (30) days after receipt of an invoice for the sum payable under this Clause 4.1 (the “**Payment Date**”).
- 4.2 In addition to the amounts under Clause 4.1 in respect of the Detailed Analysis Study Report, Cadent may, subject to prior notification, invoice the CUSTOMER for all additional costs incurred by Cadent as a result of changes or alterations or additions or omissions made by the CUSTOMER to the information provided to Cadent throughout the duration of the Agreement. In the event that the CUSTOMER notifies changes in accordance with this Clause 4.2 the CUSTOMER shall not unreasonably withhold its agreement to an extension to the Completion Date.
- 4.3 The CUSTOMER shall pay the sums specified in Clause 4.2 by the “**Due Date**”, that is within thirty (30) days of issue of an invoice by Cadent.
- 4.4 Where any sum due in accordance with the provisions of Clauses 4.1 is the subject of a bona fide dispute the undisputed portion shall be promptly paid and after settlement of the dispute any amount agreed or determined to be payable shall be paid within thirty (30) days after such agreement or determination and interest thereon shall accrue from the date such amount was originally payable to the date of payment at the base lending rate of Barclays Bank plc (or its successor) in London for sterling applicable from time to time plus three (3) percent and compounded annually.
- 4.5 Should the CUSTOMER fail to make payment on the Due Date of any sum due hereunder, other than payments which are the subject of a bona fide dispute in accordance with Clause 4.4, interest thereon shall accrue at the base lending rate of Barclays Bank plc (or its successor) in London for sterling applicable from time to time plus three (3) percent compounded annually from the date when such payment is due until the date the same is made.
- 4.6 In the event any amount invoiced under Clauses 4.1 and 4.2 remains unpaid thirty (30) days after the Payment Date as provided in Clause 4.1 and the Due Date as provided in Clause 4.3 Cadent may, after prior notification to the CUSTOMER and without prejudice to any other of its termination or remedial rights suspend work on the Detailed Analysis Study Report pending receipt of payment due.

- 4.7 In the event of suspension pursuant to Clause 4.6, the CUSTOMER shall, notwithstanding any other provision of this Agreement and in addition to all other amounts due, remain liable to Cadent for all unavoidable costs and expenses reasonably incurred by reason of said suspension, including but not limited to deposits, standby payments, forfeitures, cancellation and demobilisation and remobilisation fees.
- 4.8 In addition to the sums payable in accordance with Clauses 4.1 and 4.2, the CUSTOMER shall pay Cadent an additional amount equal to any Value Added Tax attributable to such sums on receipt of a proper tax invoice.

5 Liabilities

- 5.1 Cadent shall not be liable for any loss or damage sustained or incurred by the CUSTOMER resulting from the preparation and completion of the Detailed Analysis Study Report save as set out in this Clause 5.
- 5.2 Cadent shall not be liable for any indirect or consequential loss or damage, or for any losses caused directly or indirectly with respect to: loss of or deferment of profits; or anticipated profits; loss of contract; bargain; expectation; or opportunity; or revenue loss; or loss of actual or anticipated savings, or business interruption, and any special loss or damage, however caused and whether arising in contract, tort (including negligence and statutory duty), or otherwise, and whether foreseeable or not.
- 5.3 The maximum aggregate liability of Cadent to the CUSTOMER whether in contract, tort (including negligence) or otherwise for any direct loss or damage (other than to tangible property) suffered by the CUSTOMER as a result of any breach of contract or negligence of Cadent or its employees shall be limited to two (2) times the total amount of the consideration payable under this Agreement.
- 5.4 Nothing in this Clause shall limit or exclude the liability of Cadent in respect of any death or personal injury caused by the negligence of Cadent.

6 Duration of Agreement and Termination

- 6.1 Cadent may suspend or terminate this Agreement forthwith upon written notice to the CUSTOMER if the CUSTOMER fails to pay by the due date for payment any amount due to Cadent under this Agreement within seven (7) days of the CUSTOMER receiving a notice demanding payment from Cadent.
- 6.2 Either Party may terminate this Agreement on giving written notice to the other if:-

- (a) the other Party commits a material breach of its obligations under this Agreement which is incapable of remedy or, if capable of remedy, has not been remedied within twenty-eight (28) days of the receipt by the other Party of written notice demanding remedy of the breach; or
 - (b) the other Party is deemed to be unable to pay its debts (within the meaning contained in Section 123 of the Insolvency Act 1986) or any Insolvency Event occurs with respect to that Party.
- 6.3 The CUSTOMER may only cancel or terminate this Agreement without cause before the expiry of the Contract Term subject to the CUSTOMER indemnifying Cadent in full for any losses or expenses that Cadent may incur as a result of that early termination or, where specific cancellation charges have been agreed, subject to the payment by the CUSTOMER to Cadent of such cancellation charges. The CUSTOMER acknowledges that any agreed cancellation charges are intended as liquidated damages and not as a penalty and are a reasonable and genuine pre-estimate of Cadent's losses.
- 6.4 In the event any government or governmental supranational state agency or regulatory body shall:-
- (a) rule or direct that this Agreement (or any part thereof) should not be performed by Cadent; or
 - (b) institute, threaten or thereafter take any action, suit or investigation to restrain, prohibit or otherwise challenge the rights or obligations contemplated by this Agreement; or
 - (c) thereafter to take any other action as a result of or in anticipation of the implementation of this Agreement which would have adverse effects on the rights of the parties hereto,

Cadent and the CUSTOMER shall immediately commence negotiations with a view to agreeing provisions, actions and measures which as far as reasonably practicable retain the economic and commercial effect of the rights or obligations set out in this Agreement.

- 6.5 In the event that either:-
- (a) Cadent and the CUSTOMER cannot, within twenty-eight (28) days, reach agreement in accordance with Clause 6.4; or

- (b) no provision, action or measure can be reasonably taken in accordance with Clause 6.4;

then either Party may forthwith terminate this Agreement.

- 6.6 Upon termination of this Agreement, any sums owing to Cadent shall become due and payable immediately by the CUSTOMER upon demand by Cadent.
- 6.7 The termination of this Agreement shall be without prejudice to the rights and remedies of the parties that may have accrued up to the date of termination.
- 6.8 Clauses 2.3, 3.3, 4, 5, 6, 7, 8, 11, 13, 14 and 16 shall survive termination of this Agreement.

7. Force Majeure

Neither Party shall be liable to the other for any delay or failure by that Party in performing its obligations under this Agreement where such delay or failure is caused by events beyond the reasonable control of that Party.

8. Intellectual Property

All information, data and any intellectual property including but not limited to patents, copyright, design rights, registered designs, trademarks, know-how and inventions which are the property of the Cadent or which Cadent acquires under or in connection with the Detailed Analysis Study Report, including the Detailed Analysis Study Report, other than information, data and intellectual property owned and/or provided by the CUSTOMER in accordance with Clause 3.1 shall be and remain the exclusive property of the Cadent at all times.

9. Variations And Waiver

- 9.1 This Agreement shall not be varied or amended without the prior written agreement of both parties.
- 9.2 Neither Party shall be deemed to have waived its rights under this Agreement unless it has specifically agreed in writing to such waiver.

10. Assignment

- 10.1 Cadent may transfer its rights and obligations under this Agreement to any third party provided that such transfer is not likely to materially adversely affect the quality of service provided to the CUSTOMER.
- 10.2 Cadent may sub-contract any of its obligations under this Agreement.

10.3 The CUSTOMER shall not transfer its rights and obligations under this Agreement without the prior written consent of Cadent (such consent not to be unreasonably withheld).

11. Severability

If any Clause of this Agreement is found to be void or otherwise unenforceable for any reason, it will be deemed to be omitted from this Agreement the validity and/or enforceability of the other provisions of this Agreement shall not in any way be affected.

12. Notices

12.1 Any notice, invoice or other communication given pursuant to this Agreement by either Party to the other must be given in writing and may be served by receipted personal delivery, recorded delivery, registered post or e-mail, to the address and for the attention of the relevant Party set out in Clause 12.3 or such other address as may from time to time have been notified in writing to the other Party in accordance with this Clause.

12.2 Any such notice delivered by one Party to the other shall be deemed to have been served:

- (a) if delivered by hand, upon the Business Day of delivery or on the first Business Day after the date of delivery if delivered on a day other than a Business Day;
- (b) if sent by recorded delivery or registered post, on the second Business Day after the day of posting or, if sent from one country to another, on the fifth Business Day after the day of posting; and
- (c) if sent by e-mail on the earlier of: (i) the time a return receipt is generated automatically by the recipient's e-mail server; or (ii) the time the recipient acknowledges receipt; and (iii) twenty-four hours after transmission unless the sender receives notification that the e-mail has not been successfully delivered, except that if deemed receipt would occur before 9:00am on a Business Day, it shall instead be deemed to occur at 9:00am on that day and if deemed receipt would occur after 5:00pm on a Business Day, or on a day which is not a Business Day, it shall instead be deemed to occur at 9:00am on the next Business Day.

References in this Clause to a time of day are to the time of day at the location of the recipient. In proving the giving of a notice, it shall be sufficient to prove that the delivery was made to the appropriate address, the notice was properly

addressed and posted or the e-mail was sent to the appropriate e-mail address and dispatch of transmission from the sender's external gateway was confirmed.

12.3 The addresses of the Parties for the purposes of Clause 12.1 are:

(a) Cadent Gas Ltd

Pilot Way, Ansty Park, Coventry CV7 9JU
For the attention of: Jadie Lawley, Head of Future Energy
Email: Jadie.Lawley@cadentgas.com

(b) CUSTOMER details as detailed by the CUSTOMER in the Customer Specific Information

or such other address or e-mail address in the United Kingdom as may be notified in writing from time to time by the relevant Party to the other Party.

13. Exclusions

13.1 Nothing in this Agreement shall be interpreted as indicating that the Proposed System Point shall, in the event that that the Connection Facilities and the Pipeline are constructed, be accepted as a New System Entry Point (as defined in the Uniform Network Code).

13.2 The performance of the Detailed Analysis Study Report in no way constitutes a guarantee that the Connection Facilities and Pipeline shall be commenced or completed.

13.3 Cadent makes no representation or warranty as to the accuracy or completeness of the Detailed Analysis Study Report and subject to Clause 5 of this Agreement, has no liability arising out of or in relation to any such study report or from any representation or statement contained in such report or other related document."

14. Third Parties

The Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement and the provisions of the said Act are expressly excluded from this Agreement.

15. Prevention of Corruption and Bribery

15.1 The CUSTOMER represents and undertakes to the Cadent that the CUSTOMER, including its engaged contractors) and their sub-contractors or agents, its and their Affiliates, employees, officers, agents and shareholders, have not committed and shall

not commit or omit to do, any act that shall cause or lead the other Party or any of its Affiliates to be in breach of the Bribery Act 2010 and/or the policies referred to in clause 15.3.

15.2 Without prejudice to Cadent's other rights and remedies, the CUSTOMER shall indemnify Cadent in full and on demand against all losses, liabilities, costs, claims and expenses incurred directly or indirectly by Cadent as a result of the performance of any breach of clause 15.1 by the CUSTOMER, or its contractors, or any of its or their Affiliates, employees, officers, agents or shareholders, in connection with the Agreement.

15.3 Without prejudice to the other provisions of this clause 15, the CUSTOMER shall ensure that:

15.3.1 all of the CUSTOMER'S personnel, agents and contractors are fully aware of Cadent's policies on anti-bribery and anti-corruption notified in writing to the CUSTOMER from time to time by Cadent and that all of the CUSTOMER'S personnel and contractors and agents (of whatever tier) are engaged upon terms which contain provisions in relation to prevention of bribery and corruption which are no less onerous than this clause 15; and

15.3.2 it has and shall maintain in place throughout the currency of this Agreement, its own policies and procedures, (including adequate procedures under the Bribery Act 2010), to ensure compliance with Cadent's policies on anti-bribery and anti-corruption and will enforce them where appropriate.

16. Law And Disputes

16.1 Any disputes (other than a breach of confidentiality and Clause 15) under this Agreement are to be first amicably resolved between the Parties by their respective senior executives.

16.2 If such disputes are not resolved within thirty days of such executives attempting to amicably resolve a dispute, then the Parties are to use an agreed form of alternative dispute resolution ("ADR") such as the Centre for Effective Dispute Resolution(CEDR) Model Mediation Procedure before resorting to court action. Unless otherwise agreed between the Parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing (ADR notice) to the other Party to the dispute requesting a mediation. A copy of the request should be sent to CEDR.

16.3 This Agreement and any dispute between the Parties under or in connection with this Agreement shall be governed by the laws of England, and, subject to Clause

16.1 the Parties hereby submit to the exclusive jurisdiction of the Courts of England.

17. Entire Agreement

This Agreement shall constitute the entire express agreement between the Parties with respect to the Detailed Analysis Study Report and shall supersede any and all prior oral or written understandings, arrangements, undertakings, statements, representations, commitments, warranties, communications and agreements between the Parties hereto with respect to the Detailed Analysis Study Report. The Parties acknowledge that no claims shall arise in respect of any of the foregoing not appearing in or incorporated by specific reference into this Agreement and neither Party shall rely on, be bound by or have any remedy in respect of any of the foregoing other than as expressly set out in this Agreement. Nothing in this Clause shall operate to exclude the liability of either Party in respect of any fraudulent misrepresentation, fraudulent concealment or other fraudulent action.

18. Counterpart

This Agreement may be executed in any number of counterparts and by each of the Parties on separate counterparts, each of which when executed shall be deemed to be an original, but all of the counterparts together shall constitute one and the same Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

DETAILED ANALYSIS STUDY REPORT - SCHEDULE

1. Introduction

The CUSTOMER has requested that Cadent conduct a Detailed Analysis Study Report for a Connection and Pipeline so as to enable the input of Biomethane gas at the Proposed System Point at the site whose details are described in the Project Specific Information in the form.

2 The Connection Facilities and Pipeline

2.1 The Connection Facilities

The proposed Connection Facilities shall be designed to meet the design criteria set out in paragraph 3 and shall;

- (a) Comprise the following:
 - (i) A connection to the Network at a location to be determined;
 - (ii) A remotely operated isolation valve and associated bypass arrangements (the “ROV”), operable solely by Cadent;
 - (iii) Gas metering and quality monitoring and control equipment to ensure gas that enters the network meets the quality requirements;
 - (iv) Gas odourisation plant;
 - (v) All telemetry equipment and instrumentation required by Cadent for the purposes of:
 - (A) operating the ROV;
 - (B) for monitoring conditions at the entry point or associated downstream blending point; and
 - (C) transmitting all required gas flow measurement and gas quality readings to Cadent’s System Control Centre;
 - (vi) Any other facilities required for the transportation of Biomethane gas to the Cadent Distribution Network from the Proposed System Point but excluding those facilities given in paragraph (b) below.
- (b) Exclude the CUSTOMER’S plant and equipment upstream of the Proposed System Point, including but not limited to the equipment to send required signals to the Connection Facilities.

2.2 The Pipeline

The Pipeline shall mean the pipeline and associated facilities, including all telemetry equipment and instrumentation considered reasonable by Cadent but not covered in paragraph 2.1 to enable the transportation of natural gas from Proposed System Point to meet the design criteria given in paragraph 3.

3. Design Criteria

3.1 The Connection Facilities and Pipeline shall be designed for a maximum flow rate as detailed in the Project Specific Information in the form.

3.2 The Connection Facilities and Pipeline shall be designed to meet the criteria for gas velocity as specified in the appropriate Institution of Gas Engineers, Transmission Design documents.

3.3 The Detailed Analysis Study Report shall include the following;

- (a) Route corridor investigation study identifying possible route corridor options based on information in the public domain;
- (b) Preliminary Engineering Line Diagrams showing the basic Connection and Pipeline;
- (c) A proposed high level programme outlining the main events of the project;
- (d) An indication of the cost for the provision of the next stages of the project;
- (e) An indication of the cost of the project;
- (f) An indication of plant and equipment required to be provided by the CUSTOMER;
- (g) Confirmation that the Detailed Analysis Study Report has been carried out in accordance with the requirements stated in paragraphs 2 and 3;
- (h) An indication of potential major environmental issues and risks.
- (i) An indication of any foreseen major engineering difficulties.
- (j) Indicative pressures at the Proposed System Point.