These are the terms and conditions on which we connect domestic premises by laying a new gas Service Pipe for Consumers. If you are not a Consumer, our siteworks terms and conditions apply to works we carry out for you.
1 Why should you read them

Please read these terms carefully. These terms tell you who we are, how we will provide goods and services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information.

We may change these terms in relation to your connection to reflect any changes in relevant laws or regulatory requirements from time to time.

Words highlighted in bold letters are defined in the definitions section of these terms.

2 Information on us and how to contact us

We are Cadent Gas Limited, a company registered in England and Wales. Our company registration number is 10080864 and our registered office is at Ashbrook Court Prologis Park, Central Boulevard, Coventry, United Kingdom, CV7 8PE.

We are a gas transporter, responsible for the network of gas pipes in the North West, West Midlands, East of England and North London. We are not a gas supplier. The gas, which flows through our pipe network, is supplied by the company to which you pay your gas bills.

You can contact us by telephoning our customer service team at 0800 074 5788, by emailing us at connectionshelp@cadentgas.com or writing to us at our address set out above.

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provide to us in your Application.

3 Our Contract with you

You can make an Application to us for Works either on our website, by email, by telephone, or by post.

Following receipt by us of your Application, we will send you a Quote which will detail the Works and the total prices for the Works. Our Quote is valid for 90 days.

We may need to ask you for more information about your Premises before we can send you a Quote. If we need to do this, we will use the contact information you provide us on your Application to contact you.

We may need to ask you for more information about your Premises before we can send you a Quote. If we need to do this, we will use the contact information you provide us on your Application to contact you.
4 The Works

What is included in the Works

We will carry out the following Works:

(a) design, install, test, commission and connect to our gas network a Service Pipe for the Premises specified in the Quote.
(b) (b) supply and fit a Meter Box (other than a Built-in Cavity Meter Box) at the Premises; and
(c) (c) permanent reinstatement of drives, paths and other surfaces disturbed during the Works; and
(d) any other works described in the Quote; and
(e) supply all necessary materials for the above.

What is excluded from the Works

Unless the Quote says otherwise, the following items are excluded from the Works:

(a) the fitting of a Built-in Cavity Meter Box, which must be carried out by you or your builder / contractor before we start the Works if you have told us you wish to have a Built-in Cavity Meter Box;
(b) the supply or fitting of the Meter;
(c) the matching of any permanent reinstatement of drives, paths and other surfaces to the existing surface, colour or materials;
(d) the reinstatement of fences, walls, landscaping, drainage or special surface finishes of any kind;
(e) any work (including cross bonding) on the outlet side of the Meter;
(f) the making good of plasterwork, cosmetic surfaces, decorative finishes and the like (other than damage caused by negligent or defective workmanship by us or our sub-contractors, which shall be made good by us at no additional cost to you); and
(g) any Exceptional Work (see the "Changes to the Contract" section below for further information about this).

Starting the Works

We will let you know the date we intend to start the Works following:

(a) receipt by us of your Acceptance and payment in full for the Works as set out in the Quote, or
(ii) completion by us of a survey, if we consider one is necessary (whichever occurs last).

We will carry out the Works on Working Days between the hours of 08.00 and 17.00. If we have to change the start date, we will give you at least 2 Working Days' notice.

Completing the Works

Once we have started the Works, we will complete them without undue delay.

If we are delayed in completing the Works by Events or Circumstances Outside our Control, we will be entitled to reasonable additional time to complete them.

5 Information and Access

You must:

I. provide complete and accurate information in your Application;

II. answer all our questions as fully and accurately as you can concerning the ownership and occupation of land and buildings forming part of the Premises so that we can decide if we are likely to need consent or other legal permission from other land owners or occupiers to carry out the Works and then keep and maintain any Service Pipe in their land;

III. provide us with access we need to the Premises and (where necessary) third-party property to carry out a survey (if we ask to do this) and the Works; and

IV. have fully installed the Built-in Cavity Meter Box (if you intend to have one) before we start the Works.

6 Changes to the Contract

In certain situations, we may need to carry out Exceptional Work beyond the scope of the Works set out in the Quote. If we need to do this, we will need reasonable extra time to complete the Works and/or we will make Additional Charges.

Examples of situations where we may need to carry out Exceptional Work include:

- the information which you provided to us on your Application is inaccurate or incomplete,

- the Service Pipe we need to lay to the Premises will cross third party land which is not a Street and either (i) you have not been able to secure a form of consent from the owner of the third party land for us to carry out the Works in a form which is reasonably acceptable to us, or (ii) the cost to us of securing consent or other legal permission from the owner of the third party land exceeds the amount we estimated
it would cost in our Quote or (iii) you did not provide us with complete and accurate information as part of your Application and as a result we only became aware of the fact that the Service Pipe would cross third party land after we provided you with the Quote,

- the Premises are part of a building which contains more than one owner / occupier, such as a block of flats,
- there is an obstruction preventing us from laying the Service Pipe along the shortest route from the Premises to the gas main, such as a bridge or tunnel,
- where you have chosen to carry out the excavation yourself or have appointed your own contractors to do it and this has not been completed to the standards set out in our "Pre Excavation and Ducting" document published on our website at https://cadentgas.com/nggdwsdev/media/Downloads/Connections-excavation-guide-Jun-2020.pdf and available in hard copy on request.

Additional Charges for Exceptional Work shall be agreed with you before any Exceptional Work is carried out.

If you fail to agree to the Additional Charges, we do not have to carry out the Exceptional Work, nor complete the Works, and you or we can end the Contract.

7 Our Charges

The Quote for Works and any Exceptional Work shall be calculated using our Connections Charging Statement and Connections Charging Methodology.

In most cases, the Quote will be calculated using our "domestic service alterations charges" method.

We use the information which you provide us in your Application to determine if the Works are standard domestic connection works to a single property without unusual features. Sometimes we will carry out a survey before providing a Quote if we have reason to believe that there may be features of the Works which fall outside a standard domestic connection.

If the connection to your Premises is unusual or complex and falls outside of the criteria for standard domestic connections charges set out in our Connections Charging Statement, we will offer you a non-standard quote, for which we can charge a fee.
8 Payment

You shall make payment in full for the Works as set out in our Quote with your Acceptance.

You must pay Additional Charges for Exceptional Work within 30 days of the date of our invoice.

You shall pay VAT (if any) which is due in addition to our charges for the Works and Exceptional Work.

9 Ending the Contract

You can always end the Contract with us. Your rights when you end the Contract will depend on when and why you decide to end the Contract.

Your right to change your mind (cancel the contract)

You can cancel the Contract within 14 days after the day on which you receive the Acceptance Acknowledgement (the "cooling off period") if you change your mind and receive a full or partial refund of the amount you paid us for the Works.

To cancel the Contract, you must tell us in Writing you want to do that. Please include your Quote reference number to help us to identify it.

If we have completed the Works during the cooling off period at your request, you lose your right to cancel the Contract and you will pay all costs for the Works.

If we have already started the Works at your request during the cooling-off period but have not yet completed them before you cancel the Contract, we may deduct from any refund for the Works an amount for the Works we carried out up to the time when you told us you wanted to cancel.

If you cancel the Contract before we start the Works, we will refund you the price you paid for the Works within 14 days of you telling us you want to cancel the Contract.

Our rights to end the contract

We can end the Contract by giving at least 5 Working Days’ notice in Writing to you:

(i) if you do not pay our invoice on the due date, or

(ii) if we are unable to complete the Works within 120 calendar days from the date of the Quote due to Events or Circumstances Outside Our Control. Where we end the Contract for this reason, you will pay for the Works (if any) up to the date the Contract ended, or
(iii) if we tell you that we will need to carry out Exceptional Works and / or make Additional Charges and you do not agree to this. If we do this, we will refund you for any of the Works which you have paid for and which have not already been carried out.

We can end the Contract immediately by notice in Writing to you if the information given by you is incorrect and significantly affects the Quote. If we do this, we will refund to you any part of the payment made which has not been expended or committed in relation to the Works at the time the contract ends.

10 Our liability to you

We are responsible to you if we do something wrong or fail to do something which we should do (unless that is caused by Events or Circumstances Outside Our Control) and you suffer loss or damage as a direct result.

Nothing in the Contract will exclude or limit the extent of our liability to you for death or personal injury caused by us or our sub-contractors. We do not exclude or limit our liability for fraud, fraudulent misrepresentation, defective products under the Consumer Protection Act 1987, or any other liability which may not be lawfully excluded or limited.

If we or our sub-contractors damage your property while we are carrying out the Works, we will make good the damage. However, we will not be responsible for any pre-existing faults or damage to your property. Our maximum aggregate liability to you for damage to your property shall be limited to £1 million.

Our liability to you for loss or damage you may suffer (other than death, personal injury or damage to your property) shall be limited to the amount you paid us for the Works and any agreed Exceptional Work.

We have no liability to you for any loss of profits, loss of revenue, or loss of anticipated savings in expenditure you suffer as a result of either our breach of the Contract, our negligence or otherwise.

Any payments we have to make to you for loss or damage caused by us shall be reduced by any amounts that we pay to you under the Guaranteed Standards of Performance.

Your statutory rights are not affected, and in particular we do not exclude our liability for any breach of your rights under the Consumer Rights Act 2015.
11 Ownership of the altered service pipe

The altered Service Pipe connecting the Premises to our network will at all times belong to us.
We may need to enter the Premises after the Works are completed at reasonable times (and at any time in case of emergency), with or without vehicles, plant and equipment, to inspect, maintain, repair, relay, replace, renew, remove, connect into or disconnect the Service Pipe. In carrying out those activities, we may need to make excavations around the Service Pipe, and where we do this, we will take care to minimise damage and to make good afterwards.

12 Warranty

We warrant that the Works will be fit for purpose and free from defect (except caused by abuse or improper operation by you or someone else) for one year from the completion of the Works. This warranty does not affect your statutory rights.

13 Use of Contractors

We can sub-contract the whole or any part of the Works. We are responsible for the Works carried out by our sub-contractors to the same extent as if we had carried them out ourselves.

You cannot transfer your rights or obligations under the Contract to any other person without our agreement in writing.

14 Your personal information

Our privacy policy explains how we will use the personal information you provide to us. You can read our privacy policy on our website at https://cadentgas.com/privacy-and-terms/privacy-policy.

A written copy is available on request.

15 Complaints

If you are not satisfied with the performance of the Works by us, you can make a complaint. We will follow our complaints handling procedure which can be found at https://cadentgas.com/contact-us/making-a-complaint.

You can request a copy of our complaints procedure by email or post.
Making your complaint by telephone

You can call our Customer Care Complaints Team (8am-8pm, Mon-Fri) on 0800 389 5555 selecting option 1 (all calls are recorded and may be monitored for training purposes).

If English is not your first language, we will find an interpreter who can translate for you.

If you have hearing problems, please use our Minicom number: 0800 371787.

Making your complaint in writing

If you would like to contact us outside 8am-8pm, Mon-Fri, email wecare@cadentgas.com or send a letter to:
Customer Care Complaints Team
Cadent
Brick Kiln Street
Hinckley
Leicestershire
LE10 0NA

If you are not satisfied with the handling of your complaint

If you are not satisfied within 8 weeks of making your complaint or if we have issued you a ‘deadlock’ letter, you can get help from the Ombudsman Services: Energy. Ombudsman Services: Energy contact details are as follows: Ombudsman Services: Energy, PO Box 966, Warrington, WA4 9DF Telephone: 0330 440 1624 Fax: 0330 440 1625 Email: osenquiries@os-energy.org Website: ombudsman-services.org/energy

16 Law and the Courts

The Contract and any dispute or claim in connection with the Contract (including non-contractual disputes and claims) is governed by the laws of England and Wales and shall be finally decided in the courts of England and Wales.
## 17 Definitions

<table>
<thead>
<tr>
<th><strong>Acceptance</strong></th>
<th>Your acceptance of our <strong>Quote</strong> which you communicate to us online through our website, by email, by telephone, or by post.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Acceptance Acknowledgement</strong></td>
<td>A written acknowledgement which we send to you by email or post to confirm that your <strong>Acceptance</strong> and payment of the price for the <strong>Works</strong> set out in our <strong>Quote</strong> has been received by us.</td>
</tr>
<tr>
<td><strong>Additional Charges</strong></td>
<td>The amount we charge you for carrying out <strong>Exceptional Work</strong>.</td>
</tr>
<tr>
<td><strong>Application</strong></td>
<td>The application you make to us for <strong>Works</strong>, either online through our website, by email, by telephone or by post.</td>
</tr>
<tr>
<td><strong>Built-in Cavity Meter Box</strong></td>
<td>a <strong>Meter Box</strong> which is recessed into the wall of a building.</td>
</tr>
<tr>
<td><strong>Connections Charging Methodology</strong></td>
<td>The document with this name published on our website at <a href="https://cadentgas.com/services/household-customer/services-document-library">https://cadentgas.com/services/household-customer/services-document-library</a> and available in hard copy on request.</td>
</tr>
<tr>
<td><strong>Connections Charging Statement</strong></td>
<td>The document with this name published on our website at <a href="https://cadentgas.com/services/household-customer/services-document-library">https://cadentgas.com/services/household-customer/services-document-library</a> and available in hard copy on request.</td>
</tr>
<tr>
<td><strong>Consumer</strong></td>
<td>an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.</td>
</tr>
<tr>
<td><strong>Contract</strong></td>
<td>the legal agreement between you and us which consists of the <strong>Quote</strong>, these terms and conditions and the <strong>Acceptance Acknowledgement</strong>.</td>
</tr>
<tr>
<td><strong>Events or Circumstances Outside Our Control</strong></td>
<td>any act or event we cannot reasonably control, such as prevention by third parties from carrying out the <strong>Works</strong> and / or <strong>Exceptional Work</strong> due to a land ownership or access dispute, any delay, amendment or revocation of permissions from the relevant highways authority for us to carry out works in the <strong>Street</strong> (unless we have caused the delay, amendment or revocation), strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, extreme weather, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks.</td>
</tr>
<tr>
<td><strong>Exceptional Work</strong></td>
<td>work not included in the <strong>Quote</strong>, which may include non-standard works as described in our <strong>Connections Charging Statement</strong>.</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Meter Box</strong></td>
<td>a meter housing, which is designed to contain a gas meter of a volumetric flow capacity of six cubic metres per hour or less.</td>
</tr>
<tr>
<td><strong>Meter</strong></td>
<td>a gas meter and the pressure regulator between the emergency control valve at the end of the <strong>Service Pipe</strong> and the meter.</td>
</tr>
<tr>
<td><strong>Premises</strong></td>
<td>means the property specified in the <strong>Quote</strong>.</td>
</tr>
<tr>
<td><strong>Service Pipe</strong></td>
<td>means a pipe, other than a distribution main of a gas transporter, which is used for the purpose of conveying gas from such a main to any premises and includes part of any such pipe.</td>
</tr>
<tr>
<td><strong>Street</strong></td>
<td>a street as defined in s.48 New Roads and Streetworks Act 1991, which can be found at <a href="http://www.legislation.gov.uk">www.legislation.gov.uk</a>.</td>
</tr>
<tr>
<td><strong>Quote</strong></td>
<td>the price we tell you we will charge for the <strong>Works</strong> based on your <strong>Application</strong>.</td>
</tr>
<tr>
<td><strong>Works</strong></td>
<td>making a new connection between your <strong>Premises</strong> and our gas main.</td>
</tr>
<tr>
<td><strong>Working Day</strong></td>
<td>a day, other than a Saturday, Sunday bank holiday or public holiday in England.</td>
</tr>
<tr>
<td><strong>Writing</strong></td>
<td>means a letter or email.</td>
</tr>
</tbody>
</table>
## 18 Documents History

<table>
<thead>
<tr>
<th>Version</th>
<th>Changes</th>
<th>Author</th>
<th>Approved by</th>
<th>Approved on</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>SEPAG / BPAG (delete as applicable)</td>
<td></td>
</tr>
</tbody>
</table>

Note on version numbers: V0.x = draft before approval, V1.0 = first approved version, v1.x= minor amendments, V2.0 = major changes