

**AUTHORISATION AND CONNECTION CONDITIONS
FOR
NEW SELF LAY PIPES
ABOVE 2,196,000 KWH AND MAXIMUM 7 BAR**

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AUTHORISATION AND CONNECTION CONDITIONS

FOR

NEW SELF LAY PIPES

[ABOVE 2,196,000 KWH AND MAXIMUM 7 BAR]

SCOPE

These General Conditions shall as appropriate form part of and apply to an Authorisation or a Connection Contract issued or entered into pursuant to the Cadent Procedure for the Connection and Taking Ownership of New Self Lay Pipes where the consumption of the premises supplied is likely to exceed 2,196,000kWh in any period of twelve months and where the pressure of gas supplied does not exceed 7bar.

These General Conditions may be withdrawn or amended in accordance with the Cadent Review Process (as shall apply from time to time) for the Revision of General Conditions of Contract for Siteworks in the competitive market of gas supply.

A. GENERAL

1. DEFINITIONS

For the purposes of the Authorisation and any Connection Contract, except as is otherwise expressly provided herein or unless the context otherwise requires, the terms defined in this Condition shall have the following meanings and derivative expressions, shall be construed accordingly

- 1.1 **Acceptance** shall have the meaning ascribed to it in Condition 7.4
- 1.2 **Acceptance Form** shall mean a copy of the pro forma provided by Cadent to the Customer from time to time a copy of the current proforma is at Annex 1
- 1.3 **Act of 1991** shall mean the New Roads and Streetworks Act 1991 and any Regulations issued thereunder as such Act and Regulations are amended from time to time.
- 1.4 **Adjudicator** shall mean the person named as such in the Connection Contract or appointed pursuant to the Cadent Siteworks Disputes Procedure to adjudicate a Dispute pursuant to the said Procedure.
- 1.5 Ancillary Rights shall mean all easements, servitudes, leases, conveyances and other property rights necessary for:

- (i) the proper, lawful and efficient construction, retention, operation, maintenance, repair and replacement of the Customer Works as part of the Cadent Gas Transportation Network; and
- (ii) compliance with the Authorisation, these general Conditions and the Special Conditions.

- 1.6 **Arbitrator** shall mean the person named as such in the Authorisation.
- 1.7 **Authorisation** shall mean the document issued by Cadent pursuant to the Cadent Procedure for the Connection and Taking Ownership of New Self Lay Pipes and by which Cadent confirms that it will Connect the Customer Works to the Cadent Gas Transportation Network and Take Ownership thereof subject to full compliance by the Customer with the terms and conditions of the said Authorisation.
- 1.8 **Authorisation Fee** shall mean the fee (determined in accordance with a scale of fees to be issued by Cadent from time to time) payable by the Customer on application for an Authorisation.
- 1.9 **Certification File** shall mean the file of documents to be provided by the Customer to Cadent in accordance with the Connection Contract, the details of which are set out in Appendix 1.
- 1.10 **Completion File** shall mean the file of documents to be provided by the Customer to Cadent in accordance with the Connection Contract, the details of which are set out in Appendix 1.
- 1.11 **Commissioning** shall mean the purging with natural gas of those elements of the Equipment and the Customer Works that are designed to convey or contain natural gas, and its pressurisation so as to create a pressure of natural gas immediately upstream of the Supply Meter Point equal to or greater than Working Pressure.
- 1.12 **Competent Person** shall mean the person or persons named as such in the Authorisation being appropriately qualified, skilled and experienced (in accordance with such relevant industry recognised code of practice as may apply from time to time) to undertake the design, supervise the construction, prepare a record of the said supervision and certify the Fitness for Purpose of the Customer Works. Provided that in the absence of such code of practice Cadent shall be entitled to determine in its absolute discretion whether the person(s) so named is/are appropriately qualified, skilled and experienced
- 1.13 **Completion** shall mean the completion of all Connection Works and the clearance of all surplus Cadent material from the site.
- 1.14 **Completion of the Customer Works** shall mean completion of all Customer Works and the Protective Works (if any and where said Protective Works are to be carried out by the Customer and prior to Connection).
- 1.15 **Connection** shall mean the physical connection by Cadent of the Customer Works to the Cadent Gas Transportation Network pursuant to a Connection Contract.

- 1.16 **Connection Contract** shall mean a contract between Cadent and the Customer for Connection and Taking Ownership and where included Reinforcement Works and Protective Works. The Connection Contract shall comprise these General Conditions any Special Conditions, the Authorisation (so far as the same is relevant) and, subject to the provisions of Conditions 7 the Acceptance and the Quotation, together with such drawings as are annexed to such documents or otherwise expressly incorporated into the Connection Contract.
- 1.17 **Connection Point** shall mean the point on the Customer Works at which the Connection Works will connect the Customer Works to the Cadent Gas Transportation Network.
- 1.18 **Connection Works** shall mean the works (set out in the Quotation) to be carried out by Cadent to Connect (as the same may be expressly varied by agreement between the Parties in accordance with Condition 17).
- 1.19 **Consequential Loss** shall mean all losses damages and expenses (including legal expenses) incurred in respect of failure to take, receive or deliver gas and indirect or special loss (including loss of use, revenue, profit, contract and production), increased costs of working and business interruption howsoever caused arising out of or in connection with this Connection Contract and whether or not foreseeable at the date of the Authorisation, Variation, or connection Contract, irrespective of whether caused by the negligence of Cadent and/or the Customer or by any other tortious act or omission or breach of this Connection Contract by Cadent and/or the Customer.
- 1.20 **Consumer** shall mean the person or persons who consume(s) or it is intended shall consume gas offtaken from the Supply Meter Point.
- 1.21 **Contract Sum** shall mean the sum specified as such in the Quotation and comprising such Initial Payment, Completion Payment and Retention s may be specified in the Quotation.
- 1.22 **Customer** shall mean the person, firm, company or other legal entity as appropriate either so named in the Authorisation or signatory with Cadent to the Connection Contract.
- 1.23 **Customer Works** shall mean the works identified as such in the Authorisation and intended to be Connected. For the avoidance of doubt the Customer Works do not include Ancillary Rights or any other permissions, consents or licences necessary for the siting, construction, operation or maintenance of the Customer Works.
- 1.24 **Daily Liquidated Damages** shall mean the sum specified as such in the Quotation. In the event that the Quotation specifies that the Works are to be conducted in Stages **Daily Liquidated Damages** shall mean the sum specified as such in respect of the relevant Stage. Where no such sum is specified in the Quotation, the **Daily Liquidated Damages** shall mean the sum published as such by Cadent from time to time.

- 1.25 **Date for Completion** shall mean the date advised by Cadent to the Customer in the notice pursuant to Condition 7.6 or calculated in accordance therewith.
- 1.26 **Date for Physical Commencement** shall mean the date advised by Cadent to the Customer in the notice pursuant to Condition 7.6 or calculated in accordance therewith.
- 1.27 **Date for Substantial Completion** shall mean the date advised by Cadent to the Customer in the notice pursuant to Condition 7.6 or calculated in accordance therewith as may be adjusted by agreed variations or as may be extended in accordance with Condition 17.
- 1.28 **Day** in relation to any period of time in these General Conditions of Contract shall mean a day during which the clearing banks in the City of London are open and **day** shall mean a calendar day.
- 1.29 **Dispute** shall mean any significant difference of view which has not been resolved by discussion between the Parties as to the interpretation or performance of the Connection Contract or any of its terms and conditions.
- 1.30 **Enhancements** shall mean additions to and enhancements or variations of the works originally proposed by the Customer and included in the Customer Works at Cadent's request and with the Customer's agreement and in respect of which Cadent has agreed to make an Indemnity Payment to the Customer.
- 1.31 **Equipment** shall mean such regulators, pipework, and associated apparatus to be installed at or upstream of the Connection Point for which a price is specified in the Quotation.
- 1.32 **Fit For Purpose** shall mean that that the Customer Works are fit for Connection and operation as part of Cadent's Gas Transportation Network for the purpose/s stated in the Authorisation such fitness being judged on the basis of design, materials, construction, the preparation and supervision of the foregoing by a Competent Person/s and such inspection and testing by Cadent as Cadent in its absolute discretion judges necessary. The Customer Works shall be deemed not to be Fit for Purpose until the Customer has fulfilled its obligations pursuant to Conditions 3 (v) to (ix).
- 1.33 **Force Majeure** shall have the meaning ascribed to it in Condition 15
- 1.34 **Gas Act** shall mean the Gas Act 1986 and any Regulations issued thereunder as such Act and Regulations are amended from time to time.
- 1.35 **Highway** shall mean in respect of Connection Works being conducted in Scotland "road" and in respect of Connection Works being conducted in England and Wales "street" as such term is defined in the glossary in the Code of Practice of the Act 1991.

- 1.36 **Indemnity Payment** shall mean a payment (if any) specified in the Authorisation or Quotation and to be paid by Cadent to the Customer pursuant to the Connection Contract after Connection in respect of Enhancements.
- 1.37 **Initial Payment** shall mean the initial payment (if any) detailed in the Quotation.
- 1.38 **Installation Pipe** shall mean as appropriate all pipe and gas consuming facilities installed downstream of the gas outlet of either the Customer Works or the Service Connection(s).
- 1.39 **Latest Date for Certification** shall mean a date ninety (90) days after the date of issue of the Quotation (unless a different date is stated in the Quotation) or such other date as may be agreed by the Parties.
- 1.40 **Liabilities Buy Out Payment** shall mean a payment (if any) specified in the Quotation to be made by the Customer to Cadent prior to Connection in respect of the acceptance by Cadent of specified obligations and liabilities of the Customer arising from the easements, servitudes, leases, conveyances and property and other rights related to Ancillary Rights.
- 1.41 **Liquidated Damages Cap** shall mean the maximum sum payable in respect of liquidated damages as ascertained from the Quotation. In the event that the Quotation specifies that the Works are to be conducted in Stages **Liquidated Damages Cap** shall mean the maximum sum in relation to the relevant Stage, as ascertained from the Quotation. Where no such maximum sum is specified in the Quotation, the **Liquidated Damages Cap** shall mean the sum published by Cadent from time to time.
- 1.42 **Meter Housing** shall mean such protective housing for the Supply Meter Installation as shall conform with the relevant standard adopted from time to time by the Institute of Gas Engineers
- 1.43 **Main** shall mean any pipe specified as such in the Quotation which constitutes or will constitute part of the Cadent Gas Transportation Network and which is designed and intended to convey gas to more than two (2) Supply Meter Points, as such term is defined in the Network Code.
- 1.44 **Network Code** shall mean the network code prepared by Cadent pursuant to the public gas transporter's licence deemed to have been granted to it pursuant to the Gas Act, as such network code may be amended from time to time.
- 1.45 **Normal Working Hours** shall mean the hours between 8.00am and 5.00pm on any Day.
- 1.46 **Party** shall mean Cadent of the one part and the Customer of the other part.
- 1.47 **Protective Works** shall mean the works (if any) specified in the Authorisation for the protection of the Customer Works whether to be carried out before or after the Connection.

- 1.48 **Quotation** shall mean the form referring to these terms and conditions produced by Cadent and addressed to the Customer containing inter alia details of the Works, the cost for the works, together with any other documents expressly incorporated therein.
- 1.49 **Reasonable and Prudent Operator** and **RPO** shall mean a person seeking in good faith to perform its contractual obligations, and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with applicable law engaged in the same type of undertaking in the same or similar circumstances and conditions, and any reference to the standard of a **Reasonable and Prudent Operator** or **RPO** shall be construed accordingly.
- 1.50 **Reinforcement Costs** shall mean the cost specified in the Quotation or carrying out the Reinforcement Works.
- 1.51 **Reinforcement Works** shall mean the works of reinforcement (if any) specified in the Quotation and to be carried out by Cadent to the Cadent Gas Transportation Network as part of the Connection Works.
- 1.52 **Responsible Person** shall mean the person named as such in the Authorisation having overall responsibility for all aspects of the design and construction of the Customer Works and with whom Cadent will liaise about all matters arising from or concerning the Authorisation, Verification and the Connection Contract.
- 1.53 **Self Lay Request Form** shall mean the request submitted by the Customer for the conduct of the Connections Works being in a form provided by Cadent to the Customer from time to time and to which request the Quotation constitutes a response (a copy of the current pro forma is at Annex 2)
- 1.54 **Quotation Works** shall mean Works that are the subject of a Quotation
- 1.55 **Self Quotation Request Form** shall mean the request submitted by the Customer for the conduct of the Connections Works being in a form as is published by Cadent from time to time (or such other forms as may from time to time be agreed by Cadent and the Customer) and containing as a minimum, the information specified in [Cadent document T/SP/NP14E], and **SQRF** shall be construed accordingly, and references in these terms and conditions to “Quotation” shall (except for Clause 7) be deemed to be a reference to the SQRF where the context so requires.
- 1.56 **Self Quotation Works** shall mean Works that are the subject of a Self Quotation.
- 1.57 **Service** shall mean the pipe (and including the Supply Meter Point) installed or to be installed between any Main and a Supply Meter Installation.

- 1.58 **Site** shall mean any premises or land in or on which the Customer Works are constructed and whether owned or occupied by the Customer, the Consumer or a third party..
- 1.59 **Special Conditions** shall mean conditions identified as such in the Authorisation or Quotation
- 1.60 **Substantial Completion** shall mean that the Customer Works have been Connected and Commissioned.
- 1.61 **Supply Meter Installation** shall mean the meter and other devices installed at a Consumer's premises, including associated pipework, regulator, filters, valves, seals, housings and mountings to record the volume of natural gas passing through or intended to pass through the Supply Meter Point.
- 1.62 **Supply Meter Point** shall mean the nearest emergency control valve installed or to be installed upstream of the location or proposed location of the Supply Meter Installation.
- 1.63 **Take Ownership** shall mean Cadent following Connection taking possession and ownership of the Customer Works and Ancillary Rights pursuant to the Connection Contract and operating the said Works as part of the Cadent Gas Transportation Network.
- 1.64 **Target Date** shall mean the date specified as such in the Authorisation.
- 1.65 **Cadent** shall mean Cadent Gas Distribution Limited acting in its capacity as owner and operator of the Gas Transportation Network, its successors and assigns.
- 1.66 **Cadent Gas Transportation Network** shall mean the pipeline system owned and operated by Cadent and through which the conveyance of natural gas is authorised by the licence deemed to have been granted to Cadent under Section 7 of the Gas Act 1986.
- 1.67 **Cadent Guidance Note** shall mean the Cadent Guidance Note for Pipeline and Service Easements as may be issued from time to time by Cadent.
- 1.68 **Cadent Procedure for the Connection and Taking Ownership of New Self Lay Pipes** shall mean the Cadent Procedure for the Connection and Taking Ownership of New Self Lay Pipes for the transportation of natural gas to Supply Meter Points where the consumption of the premises supplied is likely to exceed 2,196,000kWh in any period of twelve (12) months and where the pressure of gas supplied does not exceed 7bar as may be adopted from time to time by Cadent.
- 1.69 **Cadent Siteworks Dispute Procedure** shall mean the Cadent Siteworks Dispute Procedure as may be adopted from time to time by Cadent.
- 1.70 **Undertakings** shall mean the undertakings for pipelines crossing agricultural land set out in the Cadent Guidance Note.

- 1.71 **Unused Materials** shall mean all plant, equipment and materials supplied by Cadent which have not been incorporated into the Connection Works on termination of the Connection Contract pursuant to Condition 16.
- 1.72 **Variation** shall mean a variation (in writing) of the scope, terms or conditions of an Authorisation made by Cadent (at its absolute discretion) at the request of the Customer where such variation does not require in Cadent's view the issue of a new Authorisation.
- 1.73 **Verification** shall mean such site visits and inspections and tests of the Customer Works (to be carried out by Cadent prior to Connection) as Cadent in its absolute discretion judges necessary for the purposes of Condition 2.6.
- 1.74 **Verification Fee** shall mean the fee (determined by a scale of fees to be issued by Cadent from time to time) stated in the Authorisation and payable by the Customer when making a Verification Request.
- 1.75 **Verification Request** shall mean the request made by the Customer pursuant to Condition 2.6
- 1.76 **Working Pressure** shall mean a pressure of natural gas of twenty one (21) millibar above atmospheric pressure or such greater pressure as may be specified as such in the Quotation.

The Special Conditions shall in the interpretation of the Authorisation or Connection Contract take precedence over the General Conditions.

No alteration of or addition to these General Conditions is valid unless contained in an Authorisation, Connection Contract, Special Condition or a Variation.

Reference to contractors shall be interpreted as referring to contractors and subcontractors of any tier.

The headings of these Conditions are for convenience only and shall not affect their interpretation.

B THE CUSTOMER WORKS

2. THE AUTHORISATION

- 2.1 No alteration of or addition to an Authorisation is valid unless contained in a Variation or a Connection Contract.
- 2.2 The grant of the Authorisation does not
- i) oblige or require the Customer to construct or to procure the Connection of the Customer Works; or

- ii) amount to any obligation, warranty, undertaking or commitment by Cadent to the Customer or Consumer other than as is expressly set out in the Authorisation.

Termination of Authorisation

- 2.3 If the Customer Works are not completed and connected to the Cadent Gas Transportation Network by the Target Date then the Authorisation shall come to an end and cease to be of any effect unless on or before the Target Date the Customer has entered into a Connection Contract.
- 2.4 At any time before the Target Date Cadent may without specifying a reason give notice in writing of termination of the Authorisation provided only that the Customer has not entered into a Connection Contract.

The notice shall be of such length as is specified in the Authorisation and expiring at any time. If the Customer does not complete the Customer Works and enter into a Connection Contract within that period of notice then the Authorisation shall come to an end and cease to be of any effect. Provided that if no period of notice is specified in the Authorisation then the relevant period shall be one month.

The Authorisation Fee

- 2.5 The Authorisation Fee is payable on application for an Authorisation and is not refundable.

The Verification Fee

- 2.6 Following the grant of the Authorisation the Customer may (with a view to Connection) give notice to Cadent that it requires Cadent to Verify the construction of the Customer Works. Such notice to be given in writing at least 5 (five) Days before construction of the Customer Works begins. The Verification Fee must accompany such notice and is not refundable.
- 2.7 If Cadent is not so required to Verify the construction of the Customer Works then Cadent is not obliged to enter into a Connection Contract to Connect and Take Ownership of the Customer Works.

3. THE CUSTOMER'S OBLIGATIONS (AUTHORISATION)

3 The Customer shall:

- (i) Appoint a Responsible Person (named in the Authorisation or notified to Cadent within 2 (two) Days of the Grant thereof).

Design and Construction

- (ii) procure the design and construction of the Customer Works and the Protective Works (if any) in accordance with the Authorisation, the Undertakings, all relevant statutory requirements, regulations, codes of practice (both statutory and otherwise) and industry recognised practice such that they are Fit For Purpose.

The Customer is solely and absolutely responsible for ensuring that the design and construction of the Customer Works complies with all relevant requirements such that it is Fit For Purpose.

- (iii) ensure that the Customer Works are fit for the proposed purpose of operation as part of Cadent's gas transmission and distribution system for the purpose described in the Authorisation.
- (iv) ensure that the Customer Works are supervised by a suitably competent person.

Notification of Proposed Commencement and Completion Dates

- (v) Notify Cadent of the proposed date of commencement and completion etc. of the Customer Works and the name of the principal contractor undertaking the said Works at least 5 (five) Days prior to such commencement (unless otherwise specified in the Authorisation or Connection Contract).

Access to Site

- (vi) Provide or procure access to the Site for authorised Cadent employees, contractors or agents at all reasonable times during the construction of the Customer Works for the purpose of Verifying the construction of the Customer Works.

Ancillary Rights

- (vii) At its own expense provide or procure the grant to Cadent Gas Distribution Limited from the relevant landowner/s of all Ancillary Rights including;

Easements and Servitudes for Pipes

- a) Easements/servitudes for any Main or Service to be installed or constructed as part of the Customer Works (save for any part of such Main or Service as is to be installed in a Highway or in a road that at the time of Acceptance is due to become a Highway) shall be procured in the appropriate form as set out in the Cadent Guidance Note.

Sites for Other Operational Equipment

- b) Sites for operational equipment (other than Mains and Services) to be installed or constructed as part of the Customer Works (save for any part of such equipment as is to be installed in a Highway or in a road that at the time of Acceptance is due to become a Highway) shall be procured in the appropriate form as set out in the Cadent Guidance Note.

Ancillary Rights shall be procured by payment of a premium unless expressly otherwise stated to the contrary in the Authorisation Cadent will not accept any continuing obligation to pay rent or further premium in respect thereof.

Rights and Permissions

- (viii) Procure:-
- (a) and comply with the appropriate streetworks licence, in so far as the Customer Works are in public highway; and
 - (b) or provide the grant of all other rights and permissions (whether statutory or otherwise) necessary for the installation, operation and maintenance of any pipe or equipment to be installed or constructed as part of the Customer Works; such rights and permissions shall be procured by payment of a premium and unless otherwise expressly stated to the contrary in the Authorisation Cadent will not and is not obliged to accept any obligation to pay rent or further premium in respect thereof.

Transfer of Ownership Of Customer Works and Ancillary Rights

- (ix) On or before the Connection procure the grant and/r transfer to Cadent of ownership of the Ancillary Rights.
- (x) On or before Connection transfer ownership in the Customer Works to Cadent in accordance with the terms of the Connection Contract.
- (xi) Pay Cadent's legal and surveyor's costs reasonably incurred by Cadent in accepting ownership of the Customer Works and the Ancillary Rights.

Environmental Obligations

- (xii) Ensure that any environmental regulations or requirements are fully complied with in the design and construction of the Customer Works.

The Competent Person/s Design and Supervision

- (xiii) The Customer shall procure that a Competent Person/s (named in the Authorisation or notified to Cadent within 5 (five) Days of the grant thereof) is/are appointed to:
 - a) undertake the design of the Customer Works
 - b) supervise the construction of the Customer Works
 - c) prepare a record of the said supervision
 - d) certify in writing to Cadent prior to the Connection and in the form of the certification at Annex 3 that the Customer Works have been designed, constructed and supervised in full accordance with the requirements of the Authorisation and are Fit For Purpose.
 - e) confirm in writing to Cadent as soon as reasonably practicable after completion of the Customer Works and in any event within five (5) days

thereof that the Customer Works and the Protective Works are completed in full accordance with the requirements of the Authorisation.

- f) maintain professional and public liability insurance with a reputable insurer in the sum of three million pounds (£3,000,000) for each and every claim or for such other amounts(s) are specified in the Authorisation.

Plans

- (xiv) The Customer shall procure that a plan of the Customer Works as laid (based upon an Ordinance Survey map and of a type and to a scale specified in the Authorisation) is provided to Cadent at least no later than five (5) Days after Connection. Where no type or scale of plan is specified in the Authorisation then the criteria set out in the Cadent Guidance Note shall apply.

MPRN

- (xv) The Customer shall comply with the Cadent Procedure “Meter Point Reference Number Allocation Process Phase 1 Utility Infrastructure Providers v1.0” dated 3rd July 2002 in relation to any new Supply Meter Point created as part of the Connection Works. By its acceptance of the Quotation, the Customer confirms that it has received of the said procedure.

Provision of information

- (xvi) The Customer shall comply with the provisions and requirements of the Cadent document “The capture of pipe asset records by UIP/IGT organisations vesting plant in Cadent”

Other obligations

- (xvii) The Customer shall ensure that the Customer Works are carried out with the consent of the owner of the premises affected by the Customer Works.

Indemnities

- (xix) The Customer shall indemnify and hold Cadent harmless from and against all claims, losses, liabilities, causes of action, damages, fines, penalties, costs (including but not limited to legal costs) and expenses (including but not limited to any such claims, losses, liabilities, causes of action, damages, fines, penalties, costs (including but not limited to legal costs) and expenses arising pursuant to Cadent's network code and statutory standards of service) arising out of or relating to any breach by the Customer of any of its obligations under paragraphs (iii), (iv), (viii)(a) and (xvii) of this Condition 3.
- (xx) The Customer shall indemnify and hold Cadent harmless from and against all claims, losses, liabilities, causes of action, damages, fines, penalties, costs (including but not limited to legal costs) and expenses (including but not limited to any such claims, losses, liabilities, causes of action, damages, fines, penalties, costs (including but not limited to legal costs) and expenses arising pursuant to

Cadent's network code and statutory standards of service) arising out of or relating to any breach by the Customer of its obligations with regards to allocation and registration of a Meter Point reference Number.

- (xxi) In consideration of Cadent taking ownership of the Customer Works as set out in paragraphs (ix) to (xi), the Customer confirms that upon Substantial Completion of the Works:
 - (a) full ownership of the Customer Works and the Ancillary Rights relating thereto will transfer to Cadent ; and
 - (b) at its own expense the Customer will do all that is practicable to transfer or procure the transfer of full ownership of the Customer Works and the Ancillary Rights relating thereto to Cadent.
- (xxii) The Customer shall indemnify and hold Cadent harmless from and against all claims, losses, liabilities, causes of action, damages, fines, penalties, costs (including but not limited to legal costs) and expenses (including but not limited to any such claims, losses, liabilities, causes of action, damages, fines, penalties, costs (including but not limited to legal costs) and expenses arising pursuant to Cadent's network code and statutory standards of service) arising out of or relating to any failure by the Customer to transfer full ownership as aforesaid to Cadent upon Substantial Completion of the Works.

4. CADENT OBLIGATIONS

Payment for enhancement

- 4.1 To pay the Customer within 30 Days of Connection the Indemnity Payment (if any) provided that Cadent may deduct therefrom any moneys due from the Customer to Cadent by virtue of the Authorisation or Connection Contract.

Connection and Taking Ownership

- 4.2 Cadent shall without charge to the Customer (except as is expressly provided for in the Authorisation or Connection Contract) Connect and Take Ownership of the Customer Works provided at the time for Connection the Customer Works are;
 - (i) Fit for Purpose
 - (ii) Constructed and Completed fully in accordance with the Authorisation;
 - (iii) Properly certified in accordance with Condition 3 (xi) (d);
 - (iv) Pressure tested (as required in the Authorisation) by the Customer in the presence of and to the satisfaction of a Cadent representative; and

The Customer

- (v) Has entered into a Connection Contract including Reinforcement Works (if any);
- (vi) Has paid to Cadent all moneys due under the terms of the Authorisation including (without prejudice to the generality of this Condition) any Liabilities Buy Out Payment; and
- (vii) it is not otherwise unlawful to do so

Liabilities

- 4.3 Except as is expressly provided by these General Conditions and the Special Conditions (if any) or in an Authorisation or Variation the Parties shall not be liable to each other at all for any Consequential Loss (howsoever arising) and whether arising directly or indirectly from any failure of the Parties in respect of their respective obligations (if any) under the term of the Authorisation whether such Loss is of the Parties, the Customer or any other party having a relationship to the Customer.
- 4.4 To provide such information, drawings and specifications (including a plan of that point on Cadent's gas transportation system at which the Connection is to be made) within the possession or reasonable control of Cadent as the Customer may reasonably request in order to fulfill its obligations under the Contract. Any information, data, drawings, plans or maps produced or provided by Cadent to the Customer to facilitate the Works and/or the Customer Works in relation to existing parts of Cadent's gas transportation system and/or parts of Cadent's gas transportation system under construction are Cadent's best estimate only and the Customer relies on such information, data, drawings, plans or maps entirely at its own risk. Cadent shall, subject to it having acted as a Reasonable Prudent Operator in producing or providing any such information, data, drawings, plans or maps, have no liability to the Customer in the event that such information, data, drawings, plans or maps prove to be incorrect or inaccurate: provided that, should it be shown that Cadent has failed to act as a Reasonable and Prudent Operator in producing or providing any information, data, drawings, plans or maps to the Customer to facilitate the Works and/or the Customer Works, then Cadent shall:
- (a) where the error is such that Cadent's gas transportation system is not in the place indicated by the information, data, drawings, plans or maps provided by Cadent, either (in its sole discretion):-
 - (i) perform (at its own cost) the additional works required to extend Cadent's gas transportation system to the proposed point of Connection as shown on the plan; or
 - (ii) pay to the Customer an amount equal to the lesser of:-
 - (A) the reasonable costs directly incurred by the Customer in performing the additional works required to extend Cadent's gas

transportation system to the proposed point of Connection as shown on the plan; and

- (B) Cadent's best estimate (acting as a Reasonable and Prudent Operator) of the costs that Cadent would have incurred in performing the additional works required to extend Cadent's gas transportation system to the proposed point of Connection as shown on the plan;
- (b) where the error is such that Cadent's gas transportation system is of a different diameter or material to that indicated by the information, data, drawings, plans or maps provided by Cadent, pay to the Customer an amount equal to the lesser of:-
 - (i) the reasonable costs directly incurred by the Customer in performing the additional works required to carry out the Works as a result of Cadent's gas transportation system being of a different diameter or material to that indicated by the information, data, drawings, plans or maps provided by Cadent ; and
 - (ii) Cadent's best estimate (acting as a Reasonable and Prudent Operator) of the costs that Cadent would have incurred in performing the additional works required to carry out the Works as a result of Cadent's gas transportation system being of a different diameter or material to that indicated by the information, data, drawings, plans or maps provided by Cadent ;

Provided in each case that

- (a) where the Customer performs such additional works, Cadent shall only be obliged to make a payment in accordance with paragraph (a) or (b) above where such additional works are carried out by the Customer in accordance with these General Conditions and that the pipe(s) comprised in such additional works is adopted by Cadent after such additional works have been completed; and
- (b) the provisions of this Clause 4.4 shall be Cadent's sole liability to the Customer in the event of an inaccuracy of the information, data, drawings, plans or maps provided by Cadent to the Customer, and the Customer waives any other rights it may have against Cadent in respect thereof.

5. PAYMENT (AUTHORISATION)

5.1 The Customer shall make all payments due (pursuant to the Authorisation) to Transco (together with all VAT charges properly payable in connection with such payments) within thirty (30) days of receipt of invoice.

5.2 The address for invoices shall be the Customer's address as specified in the Authorisation

5.3 All payments shall be made in Pounds Sterling

6. ARBITRATION (AUTHORISATION)

In the event that Cadent refuses to Connect the Customer Works on the ground that Cadent has determined that the Customer Works are not Fit For Purpose by reason of non-compliance with the technical requirements of the Authorisation and the Customer disputes such determination then:

- 6.1 Cadent and the Customer shall forthwith enter into discussions to resolve the Dispute. Provided that if such Dispute cannot be resolved within five (5) days then either Party may in the five days thereafter refer the said Dispute to the Arbitrator.
- 6.2 Such reference (which shall be in writing and copied simultaneously to the other Party) shall set out the referring Party's statement of case. A cheque for £100.00 on account of the Arbitrators costs shall accompany the reference.
- 6.3 The other Party shall within five (5) days of receipt of the statement of case submit its statement of case in writing and simultaneously to the Arbitrator and referring Party.
- 6.4 The Arbitrator shall acting as expert and taking into account the statements of case of the Parties determine whether or not (and subject to conditions as appropriate) the Customer Works should be Connected.
- 6.5 All matters of procedure including the award of costs (including the Arbitrator's fees and costs) shall be within the absolute discretion of the Arbitrator.
- 6.6 The Arbitrator's decision shall in all respects be final and binding upon the Parties and shall not (without prejudice to the provisions of the Gas Act) be the subject of appeal whether by legal process or otherwise.

C CADENT CONNECTION OF THE CUSTOMER WORKS

7 THE CONNECTION CONTRACT

The Quotation

- 7.1 The Quotation is issued subject to the provisions of this Condition
- 7.2 The Quotation is personal to the Customer and may not be assigned without the consent of Cadent
- 7.3 The Quotation may be withdrawn by notice in writing by Cadent at any time prior to Acceptance.

The Acceptance

- 7.4 Formation of the Connection Contract ("**Acceptance**") will take effect as follows:

- a) For Self-Quotation Works, formation of the Connection Contract (“**Acceptance**”) will take effect on the issue by Cadent of an acceptance of an SQRF submitted by the Customer
- b) for Quotation Works formation of the Connection Contract (“**Acceptance**”) will take effect:
 - i) on receipt by Cadent within Normal Working Hours of Acceptance Form duly completed by the Customer including a certification by the Customer that no further terms or conditions are required other than those set out in these terms and conditions and those additional conditions incorporated in the Quotation (if any): provided that:
 - (A) such receipt occurs within ninety (90) calendar days of the date of issue of the Quotation, or prior to the expiry of such other period as may be agreed in writing between the Parties;
 - (B) no SQRF or acceptance of an offer made by Cadent in respect of the conduct of works of substantially the same nature has been received from a third party prior to the receipt by Cadent of such completed Acceptance Form; or
 - ii) in the event that the Customer specifies in the Acceptance Form that it requires terms and conditions in addition to those set out in these terms and conditions and the Quotation, Acceptance shall take effect upon written acceptance (if any) of such additional terms and conditions by Cadent.

7.5 Cadent warrants that it’s has acted as a Reasonable and Prudent Operator in determining whether or not to conduct a visit to any land or premises to which the Quotation relates, in connection with the preparation of the Quotation.

7.6 Within five (5) Days of Acceptance (unless otherwise notified in writing), Cadent will issue to the Customer a notice confirming the date of Acceptance; and

- i) if the Customer has not provided certification pursuant to Condition 8.2 at the time of Acceptance the Latest Date for Certification: or
- ii) if the Customer has provided certification pursuant to Condition 8.2 at the time of Acceptance the Date for Physical Commencement, the Date for Substantial Completion and the Date for Completion. Save as may be otherwise agreed with the Customer such further dates shall be:
 - a) the dates specified in the Quotation: or
 - b) in the event that Cadent agrees to permit acceptance of the Quotation more than ninety (90) days after its date of issue, such dates shall be the dates specified as such in the Quotation extended by the number of days in excess of ninety (90) days that have elapsed since the date of

issue of the Quotation, save as may otherwise be agreed with the Customer.

- 7.7 In the event that the Customer has not provided certification pursuant to Condition 8.2 at the time of Acceptance, then as soon as reasonably practicable after such certification is received by Cadent it shall notify the Customer of the date on which such certification was received and provide confirmation of the Date for Physical Commencement and the Date for Substantial Completion.

8 THE CUSTOMER'S OBLIGATIONS (CONNECTION CONTRACT)

8.1 The Customer shall, in accordance with the terms and conditions of the Connection Contract:

- i) make all payments due from it under the Connection Contract;
- ii) Without prejudice to the generality of Condition 8.1 (i) the Customer will pay the Liabilities Buy Out Payment prior to the Date for Substantial Completion. If such payment is not made prior to the Date for Substantial Completion then Cadent shall be entitled in its absolute discretion either:
 - a) to refuse to Connect the Customer Works until such payment is made;
or
 - b) to Connect and Take Ownership of the Customer Works whereupon those provisions of the Authorisation or the Connection Contract relating to the Liabilities Buy Out Payment shall cease to be of any effect.

8.2 The Customer shall certify to Cadent:

- i) As soon as reasonably practicable and in any event prior to the Latest Date for Certification that it has complied with its obligations in respect of Conditions 8.3(iii) and (v)
- ii) As soon as reasonably practicable and in any event prior to the Date for Substantial Completion that it has complied with its obligations in respect of Conditions 8.3(i);

The Customer acknowledges that:

- iii) Cadent and its contractors may rely on the accuracy of such certifications in the performance of the Connection Works;
- iv) Without prejudice to Condition 8.2(iii) the Customer shall provide such evidence of such compliance as Cadent may reasonably require.

8.3 The Customer shall, in accordance with the terms and conditions of the Connection Contract, to the standard of an RPO and without cost to Cadent (subject only to the payment by Cadent of any Indemnity Payment):

- i) without undue delay and in any event by the Latest Date for Certification undertake and perform the Customer Works in full accordance with the terms and conditions of the Authorisation and the Connections Contract.
- ii) without undue delay, provide such information, drawings and specifications (including plans of services on or adjacent to the Site that may affect or be affected by the Connection Works) within the possession or reasonable control of the Customer as Cadent may reasonably request;
- iii) without undue delay and in any event by the Latest Date for Certification, obtain all necessary planning permissions, consents and licences for the siting, construction, operation and maintenance of:
 - (i) any element of the Equipment which is to be constructed or installed on the Site as part of the Connection Works; and
 - (ii) the Customer Works
- iv) subject to any reasonable site rules and regulations provide free and unrestricted access for Cadent and its contractors to the Site during Normal Working Hours or at such other times as may be agreed between the Parties to the extent reasonably necessary to enable them to carry out the Connection Works;
- v) provide or procure by the Latest Date for Certification the grant to Cadent from the relevant landowner/s of:
 - a) and/or occupier of the land concerned all necessary permissions, rights and interests in land (the content of which is satisfactory to Cadent acting reasonably) required for such of the Equipment (other than any Services as are to be installed in the course of the Works on a Highway or any Mains) as are to be constructed in the course of the Works and which are not on, in or over any property belonging to the Consumer. The Customer shall obtain details of the required extent of such permissions, rights and interests in land from Cadent;
 - b) a lease in respect of any other operational equipment forming part of the Customer Works for which the Authorisation requires such a lease.

Provided that such forms of consent, easements or servitudes shall be procured in the appropriate form as set out in the Cadent Guidance Note.

- vi) not interfere with or permit interferences with the Equipment or the materials of Cadent or its contractors without obtaining Cadent's consent in writing.
- vii) so as not to delay the Connection Works, where it is intended by the Customer, or any third party to alter the ground level of the areas of the Site in which the Equipment is to be installed subsequent to Acceptance, provide details of the proposed finished ground level;

- viii) so as not to delay the Connection Works, provide the finished level of the areas of the Site in which the Equipment is to be installed, completed in accordance with the details provided pursuant to Condition 8.3 (vii);
- ix) when available at the Site provide Cadent and its contractors electric power for the operation of power driven tools and the testing of the Equipment in connection with the Connection Works;
- x) so as not to delay the Connection Works, provide and construct (where required in the Authorisation) Meter Housing at the Site.
- xi) so as not to delay the Connection Works, undertake and perform those works specified in the Quotation as being the responsibility of the Customer in accordance with the reasonable requirements of Cadent and provide all equipment with the Customer is required by the Quotation to provide in connection with the Connection Works;
- xii) comply with the provisions and requirements of the Cadent document “The capture of pipe asset records by UIP/GT organisations vesting plant in Cadent”
- xiii) shall provide the Certification File to Cadent not less than three (3) Days prior to the Connection excluding the test certificate which must be available on Site on the day of Connection prior to the Connection occurring and shall be included in the Completion File.
- xiv) shall provide the Completion File to Cadent not more than five (5) Days after the Connection taking place.

Provided that the Customer acting as an RPO shall not be in breach of any provision of this Condition 8.3 in circumstances where such breach would not have occurred but for a failure by Cadent to comply with any provision of Condition 9.

- 8.4 The Customer shall on or before Acceptance deliver to Cadent a certification in the form at Annex 4 signed by the Customer and all other parties (if any) having any proprietary interest in the Customer Works.
- 8.5 For the avoidance of doubt it is hereby agreed and declared by the Parties that the transfer of the Customer Works and the procurement of the Ancillary Rights by the Customer for Cadent does not and is not intended to include any liabilities or obligations of the Customer or other party attaching to any consents, permissions, licences or other authorities whatsoever procured to permit the construction of any part of the Customer Works in any road or Highway. The Customer shall indemnify and hold Cadent harmless from and against all actions, costs, claims and causes of action arising from or attaching to any such permissions, licences or other authorities.
- 8.6 The Customer shall comply with the Cadent Procedure “Meter Point Reference Number Allocation Process Phase 1 Utility Infrastructure Providers v 1.0” dated 3rd

July 2002 in relation to any new Supply Meter Point created as part of the Works or the Customer Works. By its acceptance of the Quotation the Customer confirms that it has received a copy of the said procedure.

9 CADENT'S OBLIGATIONS (CONNECTION CONTRACT)

Cadent shall, in accordance with the terms and conditions of the Connection Contract.

- 9.1 undertake and Complete the Connection Works in accordance with Condition 10 exercising skill and care in the manner provided for in the Connection Contract to the standard of a Reasonable and Prudent Operator subject always to its obligations as a public gas transporter;
- 9.2 make all payments due by it under the Connection Contract;
- 9.3 in the course of the Connection Works comply with site rules and regulations reasonably imposed in the course of the Connection Works or agreed by the Parties prior to Acceptance;
- 9.4 without additional cost to the Customer provide such natural gas as is required for Commissioning of the Equipment and the Customer Works;
- 9.5 in the course of the Connection Works, and subject to the provisions of the Connection Contract, perform changes to the Connection Works agreed with the Customer pursuant to Condition 17;
- 9.6 in its conduct of the Connection Works not cause a breach of any permission, licence or consent obtained by the Customer pursuant to Conditions 8.3 (iii) and (v), provided that Cadent has been provided with a copy of such permission, licence or consent.

10 THE CONNECTION WORKS

- 10.1 Unless specifically stated to the contrary in the Quotation and without prejudice to Condition 17.1, the Connection Works shall comprise the following:-
 - (i) the design of the Equipment so as to be capable of meeting the capacity and pressure requirements of the Customer Works at the time of the Commissioning;
 - (ii) the procurement of all items and materials that are to be incorporated into the Equipment
 - (iii) the provision, installation and testing of the Equipment such that it meets the criteria set out in Condition 10.1(i)
 - (iv) any variation to the Connection Works agreed in writing by the Parties;

- (v) Commissioning of the Equipment and the Customer Works (upto the Supply Meter Point);
- (vi) any additional activities for which a price is specified in the Quotation.

10.2 For the avoidance of doubt, unless a price for such works is incorporated in the Quotation or by agreed variation pursuant to Condition 17 the Connection Works shall not include:

- (i) the inspection, installation or alteration of Installation Pipe;
- (ii) the design, procurement or installation of the Supply Meter Installation or the Meter Housing;
- (iii) making good cosmetic surfaces, plasterwork and decoration;
- (iv) the conduct of Works outside of Normal Working Hours
- (v) the design, procurement or installation of Equipment so as to avoid interruption to the conveyance of natural gas to the Supply Meter Point in the course of future maintenance of the Equipment and the Supply Meter Installation (if any)
- (vi) the commissioning of any Supply Meter Installation or the provision of gas for that activity.
- (vii) The excavation, backfill and temporary or permanent reinstatement of any trench required in connection with the Connection Works whether in a Highway, on Site or at any other location whatsoever;
- (viii) The procurement of necessary permissions, rights and interests in land required for the construction of such structures and Mains as are to be constructed or installed by Cadent upstream of the Connection Point in the course of the Connection Works.

Provided that where a price for such works is incorporated in the Quotation or by agreed variation pursuant to Condition 17 then such price shall unless the Quotation or agreed variation expressly states to the contrary such price shall be an estimate of the costs of procurement and:

- (a) Cadent shall be under no obligation to (and in any event shall not without the Customer's consent) procure such permissions, rights or interests at a cost in excess of the cost which an RPO would expect to incur in respect of such permissions, rights or interests;
- (b) Cadent shall be under no obligation to exercise any rights in respect of the compulsory acquisition of land or any interest in land;

- (c) Cadent shall notify the Customer if in its reasonable opinion the estimate of the costs in respect of such permission rights or interests specified in the Quotation is likely to be exceeded; and
- (d) Cadent shall not procure such permissions, rights, interest at a cost greater than the said estimate without the prior written permission of the Customer.

10.3 Cadent shall commence the conduct of that element of the Connection Works specified in Conditions 10.1(i), (ii) and (where relevant) 10.2(viii) as soon as reasonably practicable after Acceptance.

10.4 Cadent shall commence the conduct of the Connection Works specified in Conditions 10.1(iii) and (iv) on or before the Date for Physical Commencement unless, acting as an RPO, Cadent has been unable to secure or has not been granted any permissions required for the conduct of the Connection Works, in which case Cadent shall commence the Connection Works as soon as reasonably practicable after the grant of such permissions.

10.5 Where the Connection Works include the Reinforcement Works then the non-commencement or non-completion of the said Reinforcement Works shall not have the effect of preventing Substantial Completion or Completion unless it prevents Connection and Taking Ownership.

11 TIMESCALES (CONNECTION CONTRACT)

11.1 Substantial Completion shall be achieved by the Date for Substantial Completion.

11.2 Completion shall be achieved as soon as reasonably practicable after Substantial Completion.

11.3 Where Substantial Completion and Taking Ownership are achieved on the same day then Cadent shall within 5 (five) Days thereof issue to the Customer a notification stating the Date of Substantial Completion and of Taking Ownership. Provided that where the date of Taking Ownership is after the Date of Substantial Completion then Cadent shall instead within 5 (five) Days of Taking Ownership issue to the Customer a notification stating the dates of Substantial Completion and Taking Ownership

12 EXTENSIONS OF TIME (CONNECTION CONTRACT)

12.1 The Date for Substantial Completion and the Date for Completion shall be extended in the event of any delay to the Connection Works (whether or not the cause of such delay occurs before or after the Date for Substantial Completion) to the extent that such delay is caused by:

- (i) the Customer's failure or delay in performing its obligations as set out in Conditions 8.1(ii) to 8.4 or any other delay, impediment or prevention of whatever nature caused by the Customer or for which it is responsible.

- (ii) delays of which Cadent would not have reasonably been aware at the date of issue of the Quotation imposed under the terms of any licences issued under the Act of 1991 or reasonably requested or required by any Highway Authority acting in accordance with its statutory powers;
- (iii) the discovery of items of historical, archaeological or special scientific interest;
- (iv) exceptional adverse weather conditions
- (v) any event or circumstance of Force Majeure
- (vi) any labour dispute or work stoppage or slow-down involving the Customer, the Customer's contractors (other than Cadent), or any other person which affects the Works;
- (vii) the imposition of unreasonable site rules and regulations, other than site rules that have been agreed by the Parties prior to Acceptance, or the interference of the owners or occupiers of the land to which Cadent reasonably requires access for the purpose of the Connection Works;
- (viii) delays incurred in the delivery of equipment or materials necessary to complete the Connection Works provided that such delays were not reasonably foreseeable by Cadent at the time of issue of the Quotation.
- (ix) any delay in the grant of permissions or delays in the acquisition of any land or interest in or rights over land, including delays in the compulsory acquisition of land, save where such delays are directly attributable to Cadent's failure to act as an RPO;
- (x) additional works not included in the Quotation and that would not have been reasonably foreseeable by an RPO.
- (xi) ground conditions which would not have been reasonably foreseeable by an RPO or;
- (xii) a suspension of the Connection Works pursuant to Condition 16.2

Provided that Cadent shall only be entitled to an extension under this Condition 12.1, if it has used and continues to use reasonable endeavours to avoid and minimise delay and has within seven (7) days after the cause of the delay has arisen or as soon thereafter as is reasonable in the circumstances, given to the Customer written notice of its claim for an extension of time including a narrative of the cause or causes of such delay. The extension under this Condition 12.1 shall be for a fair and reasonable period commensurate with the cause of delay.

12.2 In all cases where Cadent has given notice under Condition 12.1 it shall thereafter comply with all reasonable instructions which the Customer shall give in writing in order to overcome or minimise any actual or anticipated delay. If compliance with any such instruction shall cause Cadent to incur extra costs the amount thereof

shall be reimbursed to provide that Cadent shall provide to the Customer an estimate as to the likely cost of complying with such instructions. In the event that Cadent notifies the Customer in writing that such estimate is likely to be exceeded, Cadent shall be under no obligation to continue any such acceleration of the Connection Works without the Customer's further written instruction to that effect.

- 12.3 Without prejudice to Condition 12.1(i) in the event that the Customer delays the payment (if any) due under Condition 8.1(i) the Date for Substantial Completion and the time for Completion shall be extended by the number of days of such delay.
- 12.4 Without prejudice to Condition 12.1 in the event that a change to the Connection Works is agreed pursuant to Condition 12, the Date for Substantial Completion and the time for Completion shall be adjusted by the extension of time agreed in relation thereto.

13 PAYMENT (CONNECTION CONTRACT)

- 13.1 In consideration of the performance by Cadent of its obligations under the Connection Contract, the Customer agrees to pay Cadent as follows:
- (i) The Initial Payment (if any) within thirty (30) days of receipt of invoice;
 - (ii) All other payments within thirty (30) days of receipt of invoice;
 - (iii) Any amounts to be paid by the Customer to Cadent pursuant to Conditions 12.2, 13.3, 13.10 and 16 within thirty (30) days of receipt of invoice; and
 - (iv) All VAT charges properly payable in connection with the amounts specified in this Condition 13.1 within thirty (30) days of receipt of a VAT invoice.
- 13.2 Cadent shall provide the Customer with VAT invoices in respect of each payment due under the Connection Contract.
- 13.3 The Customer shall in accordance with Condition 13.1(iii) reimburse Cadent in respect of any amount not included in the Quotation necessarily incurred or expended by Cadent acting as an RPO in carrying out the Connection Works as a result of the following matters:
- (i) failure or delay of the Customer in carrying out any of its obligations under the provisions of the Connection Contract.
 - (ii) The conduct of the Connection Works at the Customer's request outside Normal Working Hours;
 - (iii) Errors in information or design specifications provided by the Customer under any provision of the Connection Contract
 - (iv) Any increase to the cost to Cadent of performing the Connections Work due to any new imposition tax or duty in respect of labour or materials occurring

subsequent to the time of the Quotation provided that such increase was not reasonably ascertainable at the date of the Quotation.

- (v) ground conditions which would not have been reasonably foreseen by an RPO
- (vi) additional works that would not have been reasonably foreseen at the time of the Quotation by an RPO
- (vii) all costs and expenses reasonably incurred by Cadent in the course of the procurement and attempted procurement of permissions, rights and interests in land in accordance with Condition 10.2(viii); and
- (viii) any impediment or prevention in the exercise by Cadent of any rights obtained pursuant to 10.2 (viii) in the course of conducting the Connection Works;

Provided that the Customer shall not be obliged to reimburse Cadent for such amounts as Cadent acting as an RPO could have minimised or avoided.

- 13.4 In respect of any amounts to be paid to Cadent pursuant to Conditions 12.2, 13.3 and 16, Cadent shall submit an invoice to the Customer which shall be accompanied by a narrative giving details of how the amount of the invoice is calculated together with reasonable supporting documentation to substantiate such amount.
- 13.5 In the event that Cadent incurs additional costs as a result of matters specified in Conditions 13.3(i) to (vi), it shall within thirty (30) days, or, such other longer period of time as may be reasonable in the circumstances, notify the Customer of the event or circumstance giving rise to such additional costs and where practicable provide an estimate of the likely additional costs.
- 13.6 The address for invoices under the Connection Contract shall be the Customer's address as designated in accordance with Condition 18
- 13.7 All payments shall be made in pounds sterling
- 13.8 The Customer shall, not later than five (5) days after receipt of invoice give notice to Cadent of the amount (if any) of the payment it has made or proposes to make to Cadent in respect of the invoiced sum/s, specifying to what the payment relates and the basis on which the amount is calculated.
- 13.9 In the event of a bona fide dispute, the Customer shall provide Cadent full details of the amount disputed and the grounds of the dispute within thirty (30) days of receipt of the invoice. Provided that the Customer pays the undisputed amount, the Customer shall be entitled to withhold payment of the amount notified in accordance with this Condition 13.9 as being in dispute (together with the reasons therefor). At the determination or agreed resolution of such dispute the Customer shall pay Cadent the amount determined or agreed to be due together with interest payable thereon pursuant to Condition 13.10

- 13.10 Any amounts becoming due under the Connection Contract bear interest (payable by the Customer) from the date on which payment of such amount becomes due at an annual rate of three (3) percent per annum above the Barclays Bank plc base rate in force from time to time, compounded annually, until the date of payment. Provided that in the case of a bona fide dispute, the disputed amount eventually agreed or determined to be due, shall bear interest from the date on which such amount was originally payable at an annual rate of one (1) percent per annum above the Barclays Bank plc base rate in force from time to time, compounded annually, until the date of payment.
- 13.11 Without prejudice to Condition 13.3, the Customer shall in accordance with Condition 13.1(iii) pay any additional sums in respect of any change to the Connection Works agreed pursuant to Condition 17.

14 LIABILITY AND INDEMNITY (CONNECTION CONTRACT)

- 14.1 If Cadent believes shall fail to achieve Substantial Completion of the Works by the Date for Substantial Completion, as the same may be extended pursuant to Condition 12, Cadent shall provide to the Customer within thirty (30) days of the date of Substantial Completion a credit note in respect of payments due from it under the Contract of an amount equal to Daily Liquidated Damages per day or part thereof of actual delay (which is accepted by the Customer to be a reasonable pre-estimate of any loss caused by a delay in Substantial Completion), provided that Cadent's liability hereunder shall not under any circumstances exceed the Liquidated Damages Cap and provided that in respect of any such day, Cadent and its contractors are permitted access to the Site at all reasonable times to perform the Works.
- 14.2 Without prejudice to the other provisions of this Condition 14 Cadent's liability whether in Contract or Tort for any default, act, omission or statement by Cadent (including its employees, agents or subcontractors) shall be limited to 125% of the Contract Price for any event or series of events and the Customer acknowledges that the level of charges has been calculated on the basis that liability will be limited in accordance with this Condition 14.
- 14.3 Cadent shall bear the risk of its own Relevant Loss or Liability and accordingly waives any claim (in tort or otherwise) against the Customer in respect of any Relevant Loss or Liability of Cadent and further agrees to indemnify the Customer against any claim by any third party against the Customer (including any employee of Cadent) in respect of any Relevant Loss or Liability of Cadent.
- 14.4 The Customer shall bear the risk of its own Relevant Loss or Liability and accordingly waives any claim (in tort or otherwise) against the Cadent in respect of any Relevant Loss or Liability of the Customer and further agrees to indemnify Cadent against any claim by any third party including any employee of the Customer) in respect of any Relevant Loss or Liability of the Customer.
- 14.5 For the purposes of Condition 14.3 & 14.4 "Relevant Loss or Liability" of a party means any loss or damage to that party's relevant property or that of its employees agents or subcontractors, any injury or death to any of its relevant employees or

those of its agents or subcontractors and any loss, damage or liability which may result therefrom, which (in each case) may arise or result from anything done or not done (whether negligently or otherwise) by the other party in connection with this Agreement.

- 14.6 Nothing in the Connection Agreement shall operate or be deemed to exclude or limit liability for death or personal injury resulting from the negligence.
- 14.7 Subject to the provisions of this Condition 14, neither Party shall be liable to the other whether in contract, tort or otherwise and even if foreseeable by or in the contemplation of:
- (a) any loss of profit, business, revenue, goodwill, data or anticipated savings; or
 - (b) any special, indirect or consequential loss;
- 14.8 The Customer shall indemnify Cadent against all liabilities relating to the maintenance, repair, alteration or removal of the Equipment, the Works or Customer Works which are owned by Cadent or are to be transferred to Cadent pursuant to Clause 23.
- 14.9 The Customer shall save, hold harmless and indemnify Cadent from and against any all losses, liabilities, fines, penalties, damages, claims, costs (including legal costs) and expenses arising out of or relating to any failure by the Customer to obtain the necessary planning permission or consents from the local authority in respect of the Works and/or the Customer Works.

15 FORCE MAJEUR (CONNECTION CONTRACT)

- 15.1 (i) Subject to Condition 15.1(i) "Force Majeure" means any event or circumstance or combination of events or circumstances which is beyond the control of a Party acting and having acted as a Reasonable and Prudent Operator, and which prevents that Party from or causes hindrance, delay or impediment to that Party in fulfilling all or any of its obligations under the Connection Contract other than the obligation to indemnify or pay money. For these purposes an event or circumstance shall not be treated as being beyond the control of a Party if it is within the control of any contractor of that Party acting as an RPO.
- (ii) Without prejudice to the generality of Condition 15.1(ii) either Party shall be entitled to claim relief through Force Majeure in the event of any failure to perform its obligations hereunder to the extent that such failure was caused by any change in the law or cancellation of any consent, approval or licence rendering it unlawful for a Party to comply with its obligations hereunder unless such change or cancellation would not have occurred except for any act or omission of the Party concerned in relation to such law, consent, approval or licence unless itself caused by Force Majeure.
- 15.2 If either Party is rendered unable wholly or in part by Force Majeure to carry out its obligations (other than payment of money) under the Connection Contract it shall

as soon as reasonably practicable after becoming aware of the occurrence of the event or circumstances of Force Majeure give written notice to the other Party giving full particulars of the event or circumstances constituting Force Majeure and of the obligations which cannot as a result be performed. The Party giving notice shall thereafter be excused from liability for non-performance of such obligations, subject to the provisions of Condition 15.3 below, to the extent and for so long as the inability to perform the obligations as a result of the event or circumstances of Force Majeure may continue. For the avoidance of doubt, the relief from liability for non-performance of any obligation under this Condition 15 shall not affect the existence of that obligation for the purposes of any other provision of the Contract.

- 15.3 A Party relieved from liability for the non-performance of any obligations under the Connection Contract as a result of Force Majeure shall use all reasonable endeavours to overcome or circumvent such Force Majeure and shall on request in writing from the other Party give full details of the measures it is taking in that regard.

16 TERMINATION (CONNECTION CONTRACT)

- 16.1 Without prejudice to any antecedent rights or remedies,

Termination by either Party

A Party may terminate the Connection Contract:

- (i) forthwith on written notice if the other Party goes into liquidation (either voluntary or compulsory) other than for the purposes of a solvent amalgamation or re-organisation or if any administrator or administrative receiver shall be appointed in respect of the whole or any material part of its assets; or if it shall make or offer to make any arrangement or composition for the benefit of creditors generally; or
- (ii) by giving five (5) Working Days' notice in writing if either Party is prevented by reason of Force Majeure from performing any of its obligations under the Connection Contract (including without limitation, the Customer's obligations pursuant to Condition 8.3(iv)) for a period exceeding sixty (60) days; or
- (iii) by giving twenty (20) Days' notice in writing to the other Party of a material breach of the Connection Contract (other than a breach by the Customer of Condition 8.3(iv), as a direct result of Force Majeure), provided that the other Party fails to take substantial steps to remedy the breach within that twenty (20) Day period of notice; or

Termination by the Customer

The Customer may terminate the Connection Contract

- (iv) by giving Cadent five (5) Working Days' notice in writing. Provided that Cadent shall be entitled to notify its receipt of such notice to the Consumer;

Termination by Cadent

Cadent may terminate the Connection Contract

- (v) by giving forty (40) days' notice in writing in the event that Cadent, acting as an RPO, is unable to secure any permissions, rights or interest in land necessary for the conduct of the Works, Provided:
 - (a) that such permissions, rights or interest is not obtained by Cadent within such period of notice
 - (b) that termination shall not be so effected prior to the Date for Physical Commencement.
- (vi) by giving twenty (20) Days' notice in writing in the event that Cadent is prevented from exercising any permission or right or enjoying any interest in land required for the conduct of the Works for a continuous period of sixty (60) days or for ninety (90) days in any period of a year.
- (vii) Forthwith in the event that the Customer has required a delay in the Date for Physical Commencement and the Parties have not agreed a Date for Physical Commencement that is within ninety (90) days of the date for certification pursuant to Condition 8.2.
- (viii) Forthwith in the event that the Customer has not complied with its obligations under Conditions 8.3(xii) and (xiii)

Suspension by Cadent

16.2 In the event that the Customer is in breach of

- (a) any of the payment provisions of the Connection Contract or any of its obligations under Conditions 8.3(xii) and (xiii) in relation to the Contract, Cadent shall be entitled to suspend all or any part of the Works until the Customer has rectified such breach. In the event of such suspension the Customer shall in addition to all other amounts due reimburse Cadent on invoice for all reasonable sums paid by Cadent as a direct result of such suspension; and
- (b) any of its obligations under Conditions 8.3(xii), (xiii) and/or (xiv) in relation to the Contract, Cadent shall be entitled to suspend all or any part of any works to be carried out by Cadent pursuant to a contract (other than the Contract) made under these General Conditions of Contract until the Customer has rectified such breach. In the event of such suspension the Customer shall in addition to all other amounts due reimburse Cadent on invoice for all reasonable sums paid by Cadent as a direct result of such suspension; and
- (c) any of its obligations under Conditions 8.3(xii), (xiii) and/or (xiv) in relation to a contract (other than the Contract), made under these General Conditions of Contract Cadent shall be entitled to suspend all or any part of the Works

pursuant until the Customer has rectified such breach. In the event of such suspension the Customer shall in addition to all other amounts due reimburse Cadent on invoice for all reasonable sums paid by Cadent as a direct result of such suspension

Payment

16.3 Where the Connection Contract is terminated under any provision of this Condition 16 other than by the Customer pursuant to Conditions 16.1(i) or (iii), Cadent shall be entitled to receive:

- (i) payment of all instalments under Condition 13.1(ii) already due on the effective date of termination.
- (ii) reimbursement for all costs and expenses reasonably incurred by Cadent in respect of all work performed under the Connection Contract and for which payment has not already been made at the effective date of termination;
- (iii) any additional sum for which the Customer is liable under Conditions 13.1(iii) and (iv)
- (iv) subject to Condition 16.7, any cost or expense incurred, or for which Cadent is liable and is unable lawfully or contractually to avoid or recover from third parties in connection with any contracts placed in connection with the Connection Contract (insofar as these have not already been paid by the Customer) including without limitation, forfeited deposits and cancellation fees;
- (v) any and all costs reasonably incurred or expended in the restoration and/or reinstatement of land or buildings and removal of plant, apparatus and equipment which in the reasonable opinion of Cadent is necessary as a result of the termination of the Connection Contract taking into account inter alia environmental and safety considerations and contractual commitments.

Ownership and Reimbursement

16.4 Subject to Condition 16.6, all ownership in and rights over all partly installed Equipment. The Cadent Meter Installation (if any) and all Unused Materials will continue to vest solely in Cadent after termination of the Connection Contract under this Condition.

16.5 Cadent shall reimburse the Customer with the value of Unused Materials (to the extent that it has received payment from the Customer in respect of such Unused Materials) in the event that such Unused Materials are utilised by Cadent within one (1) year of date of termination. The value of Unused Materials shall be determined by the cost at which the Unused Materials were purchased pursuant to the Connection Contract less the cost of handling, storage, transportation and

administration thereof. Cadent shall provide the Customer with details of the calculation of the value of Unused Materials at the time of such reimbursement.

16.6 In the event that Cadent has received payment from the Customer in respect of Unused Materials and its reasonable costs in respect of the handling, storage, transportation and administration thereof and has been unable to use the Unused Materials within three (3) months, the Customer may, on giving reasonable notice to Cadent, at its own cost, collect the Unused Materials, in which event title thereto shall transfer to the Customer. Provided that:

- (i) such notification must be given within three (3) months of the said three (3) month period; and
- (ii) if the Unused Materials are not collected by the Customer within one (1) month of such notice then ownership shall remain with Cadent and the Customer shall not be entitled to reimbursement from Cadent in respect thereof.

16.7 Condition 16.3(iv) shall be ignored for the purpose of calculating Cadent's entitlement to payment pursuant to Condition 16.3 in the event that the Connection Contract is terminated by either Party pursuant to Condition 16.1(ii) as a result of an event or circumstance of Force Majeure suffered by Cadent other than an event of Force Majeure directly affecting the Site or the acquisition or exercise of any permissions, rights or interests in land specified in Condition 10.1 (viii).

17 CHANGES TO THE CONNECTION WORKS

17.1 In the course of the Works Cadent shall make such changes to the Connections Works whether by additions, modifications or omissions thereto as are from time to time agreed with the Customer, subject to the agreement of any additional payments, required from the Customer and any extensions of time required by Cadent or reduction in the Contract Sum specified by Cadent in respect of such changes, in accordance with the provisions set out below.

17.2 In the event that the Customer wishes to request changes to the Connection Works, it shall notify Cadent in writing of the requested change, specifying the reasons therefor.

17.3 As soon as reasonably practicable following and in any event within seven (7) days of receipt of a request from the Customer under Condition 17.2, Cadent shall notify the Customer as to whether or not, acting reasonably, it is prepared to agree to the request and if so shall provide details of the additional payments (if any) and the extension of time (if any) that Cadent will require to perform the proposed change or alternatively any reduction in the Contract Sum that it is prepared to agree in respect of such change. In the event that Cadent is not prepared to accede to the request, Cadent may, at its sole discretion, notify the Customer of such changes to the Connection Works as it is prepared to make in accordance with Condition 17.4. Such notification shall specify the Customer's request to which it constitutes a response.

- 17.4 If Cadent wishes to propose a change to the Connection Works, or proposes a change to the Connection Works pursuant to Condition 17.3, Cadent shall notify the Customer of the proposed change, the reason for the change, and provide the Customer the Customer of any additional payment (if any) and extension of time (if any) that it will require in connection with such proposed change and of any reduction in the Contract Sum that it is prepared to agree in respect of such change.
- 17.5 The Customer shall, acting reasonably, notify Cadent as soon as reasonably practicable and in any event within seven (7) days as to whether or not the Customer agrees to any change to the Connection Works together with any additional payment and any extension of time proposed by Cadent in accordance with Condition 17.4 and whether in respect of a change proposed by the Customer pursuant to Condition 17.2 it agrees to the proposed change with the additional payments (if any) and extension of time (if any) required by Cadent in respect of such change.
- 17.6 In the event that the Customer does not notify its agreement to such proposed change and any additional payment and any extension of time required by Cadent in respect thereof, neither Party shall be under further obligation in respect of such proposed change to the Connection Works.

18 SERVICE OF NOTICES (AUTHORISATION AND CONNECTION CONTRACT)

- 18.1 Any notice to be given by one Party to the other under the Connection Contract shall be delivered by first class mail or facsimile to the other Party at such address or (as the case may be) such facsimile transmission number as the Party in question shall from time to time designate by written notice and until such notice shall be given the addresses and facsimile numbers of the Parties shall be as set out in the Quotation. Notices may be sent in such other manner and may be confirmed in such manner as from time to time may be agreed by the Parties for the service of notices pursuant to these Conditions.

All notices delivered or sent in accordance with Condition 18 by one Party to the other under a Contract shall be delivered by first class mail or facsimile to the other Party at such address or (as the case may be) such facsimile transmission number as the Party in question shall from time to time designate by written notice and until such notice shall be given the addresses and facsimile numbers of the Parties shall be as set out in the Quotation, the Order or the Acceptance (as the case may be). Notices may be sent in such other manner and may be confirmed in such manner as from time to time may be agreed by the Parties for the service of notices pursuant to a Contract. shall be effective:-

- (a) in the case of delivery by post when received at the recipient's address as aforesaid; or**
- (b) in the case of delivery by facsimile, on acknowledgement by the recipient Party's facsimile receiving equipment or as evidenced by the notifying Party's facsimile transmission report;**

- (c) in the case of email, at the time that the email enters the Information System of the intended recipient provided that no error message indicating failure to deliver has been received by the sender.

Provided always that a notice received after the expiry of Normal Working Hours shall be effective at 9 a.m. on the following Working Day.

- 18.2 For the avoidance of doubt, where a notice is given by facsimile (confirmed by the appropriate answerback) or by email and also confirmed in a notice delivered by first class mail, the date of receipt of the notice shall be the earlier of the dates of valid receipt of the two notices.

19 CONFIDENTIALITY (AUTHORISATION AND CONNECTION CONTRACT)

- 19.1 A Party shall keep confidential and shall not disclose to any third party any information provided by the other Party in connection with the Authorisation or the negotiation or performance of the Connection Contract. Provided that;

- (i) This restriction will not apply 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 a Party of its obligations under this Condition.
- (ii) nothing in the Authorisation or the Connection Contract shall prevent the disclosure of information to any government department or any governmental or regulatory agency having jurisdiction over the Customer, or as required by law or any lawful subpoena or recognised stock exchange or other process in connection with any judicial arbitration or administration proceeding, or where reasonably necessary to effect the purpose of the Authorisation or the Connection Contract;
- iii) in the event disclosure to any third party is necessary and permissible under this Condition, the disclosing Party shall use all reasonable endeavours to ensure that such third party shall respect the confidentiality of such information and be bound by the terms of this Condition as if a party thereto;
- iv) Either Party may notify the Registered User of the proposed Works

20 INTELLECTUAL PROPERTY (AUTHORISATION AND CONNECTION CONTRACT)

- 20.1 All patents, copyright and other intellectual property rights (including but not limited to trademarks, registered designs, designs, know-how, inventions and valuable concepts) and, to the extent that intellectual property is embodied therein, documents (including but not limited to drawings, transparencies, prints, photographs, negatives, tapes, discs, working notes and reports), software or other items created or supplied by one Party to the other Party in connection with the Authorisation or the Connection Works shall be owned by the creating Party and at

the request (oral or written) of Cadent on completion of the Connection Works the Company shall return to Cadent all copies of such documents, software or other items which are the subject of such request.

- 20.2 The Customer by virtue of the Connection Contract grants Cadent an irrevocable royalty-free, non-exclusive licence (with power to sub-licence) for the purposes only of designing, constructing, commissioning, testing, operating and maintaining the Equipment in conjunction with any part of the Cadent Gas Transportation Network from time to time, in respect of any such intellectual property forms part of any invention or development made by Cadent under or in connection with the Connection Contract, and the Customer warrants that it is entitled to grant such a licence in respect of any such intellectual property.

21 ENTIRETY OF CONNECTION CONTRACT AND AMENDMENTS

The documents forming the Connection Contract shall be read as one and shall save in respect of fraud constitute the entire express agreement between the Parties with respect to the Connection Contract and shall prevail and supersede all prior agreements, understandings, statements, representations, commitments, warranties and communications between the Parties hereto with respect to the Connection Works and neither Party shall rely on or be bound by any of the foregoing not appearing in or incorporated by specific reference into the Connection Contract and save as aforesaid any liability in respect thereof is excluded.

22 PROCUREMENT (CONNECTION CONTRACT)

- 22.1 Cadent shall be entitled to sub-contract the whole or any part of the Connection Works. Any such sub-contracting by Cadent shall not relieve Cadent from any liability or obligation under the Connection Contract.
- 22.2 The Customer shall be entitled to sub-contract the whole or any part of its obligations under Condition 8. Any such sub-contracting by the Customer shall not relieve the Customer from any liability or obligation under the Connection Contract.

23 OWNERSHIP (CONNECTION CONTRACT)

23.1 Without prejudice to Condition 16.6, Cadent shall own outright:

- (i) at all times the Equipment up to the Connection Point; and
- (ii) upon Connection the Customer Works.

23.2 The Customer shall continue to own the Customer Works until Cadent Connects and Takes Ownership

24 WAIVER AND MODIFICATION (CONNECTION CONTRACT)

- 24.1 None of the provisions of the Connection Contract shall be considered waived by a Party unless such waiver is given in writing and signed by a duly authorised representative of the Party making the waiver. No such waiver shall be a waiver of any past or future default or breach or modification of any other term, provision, condition or covenant of the Connection Contract unless expressly set forth in such waiver.
- 24.2 No amendments to the Connection Contract shall be valid unless made in writing and agreed and signed by the duly authorised representatives of the Parties hereto.

25 CADENT'S WARRANTIES (CONNECTION CONTRACT)

- 25.1 Cadent warrants subject to Condition 25.2 that the Connection Works shall be free from defects for a period of one (1) year from Connection or for a period beginning with Connection and expiring upon Cadent Taking Ownership, whichever period is shorter. Provided that this warranty shall not extend to, and provided further Cadent shall not be liable to the Customer for any defect arising as a result of incorrect or misleading information supplied by or on behalf of the Customer or any other misleading information in relation to the Site or in relation to any equipment supplied by the Customer reasonably relied upon by Cadent in performing the Connection Works, or as a result of any defect, unsuitability or inadequacy in the Customer Works.
- 25.2 Cadent warrants that permanent reinstatement (where included in the Quotation) will be free from defect (excepting fair wear and tear and any damage arising from user abuse) for one (1) year from the date of Completion.
- 25.3 The carrying out of the warranty of the Connection Works on the Customer's or third party premises is subject to the Customer facilitating access to those premises.

26 THE CUSTOMER'S WARRANTIES (CONNECTION CONTRACT)

The Customer warrants that:

- (i) That it has entered into the contract on its own behalf and not as an agent for the Consumer or any other third party.
- (ii) That it will fully and completely comply with its obligations under the Authorisation both before as well as after the Completion of the Connection Works.
- (iii) That the Customer Works will be free from defect (except user abuse and improper operation) for three (3) years from the date of Substantial Completion of the Connection Works. The Customer shall indemnify and hold Cadent harmless from and against:

- (a) all reasonable costs and expenses of repairing and making good such defects;
- (b) all costs, claims and expenses howsoever arising (whether directly or indirectly) from such defects.

27 ASSIGNMENT (AUTHORISATION AND CONNECTION CONTRACT)

27.1 Neither Party shall assign the Connection Contract or any part thereof or any benefit or interest thereunder without the prior written consent of the other Party, which shall not be unreasonably withheld;

Provided that notice of any such assignment must be served, by the assigning Party on the other Party as soon as reasonably possible after assignment and in any event within ten (10) Days.

27.2 The Customer shall not assign the Authorisation or any part thereof or any benefit or interest thereunder without the prior written consent of the Cadent which shall not be unreasonably withheld.

28 SURVIVAL (CONNECTION CONTRACT)

The provisions of the Connection Contract which by their nature or from their context are intended to, or would naturally, continue to have effect after termination of such Connection Contract shall survive after termination.

29 DISPUTES PROCEDURE (CONNECTION CONTRACT)

29.1 Either Party may unilaterally refer a Dispute for adjudication pursuant to the Cadent Siteworks Disputes Procedure.

29.2 The decision of the Adjudicator concerning such Dispute shall be binding upon the Parties in their performance of the Connection Contract until the Dispute is finally determined by legal proceedings or otherwise.

30 GOVERNING LAW (AUTHORISATION AND CONNECTION CONTRACT)

This Authorisation and the Connection Contract shall be governed by and construed in accordance with English law and the Parties hereby will submit to the exclusive jurisdiction of the English courts in respect thereof.

31 GAS TRANSPORTATION (AUTHORISATION AND CONNECTION CONTRACT)

Nothing in the Authorisation or the Connection Contract shall confer on the Customer or the Consumer any right or entitlement in respect of the transportation of gas to any Supply Meter Point (as such term is defined in the Network Code).

APPENDIX 1 – REQUIREMENTS OF CERTIFICATION/COMPLETION FILES.

Certification File

The Certification File for each project shall include the following documents:

- Completed pressure test certification for pipe to be adopted by National Grid (such certificate to be in accordance with recognised gas industry standards and to be available prior to the Connection occurring).
- Records of materials certification * (not required in respect of works which are less than or equal to 2 bar).
- As-laid plans (draft)
- Easement, Agreement or Form of Consent (where required)
- Planning permission (Excluding for below ground pipe)
- NRSWA opening notices *
- Quality control records *
- Butt fusion printouts *
- Certification of the Customer Works (in form set out in Schedule A hereto) *
- Certification of the Transfer Rights (in form set out in Schedule B hereto) *
- Consumer permission letter (in form set out in Schedule C hereto), but only where the works are not carried out by or on behalf of an IGT *
- Operatives Qualifications *
- GL/5 documentation (Where applicable)
- Variations from validated submission
- Relevant Supply Meter Point Reference Number(s) (MPRN) *

Additional contents may be required and shall be notified to the Customer at least 7 calendar days prior to Substantial Completion.

NB: Items marked * are not required where the Customer is GIRS registered for Construction/Commissioning/Connections (Routine) AND Connections (Non-Routine, Basic) providing that where the Customer does not hold a combined Design and Construction/Commissioning/Connections (Routine) GIRS registration, the Customer shall be GIRS registered for Project Management and use GIRS registered subcontractors, otherwise all items above are required.

Completion File:

The Completion File for each project shall include the following documents:-

- Completed pressure test certificate(s)
- As-laid plans (final)
- Materials guarantees/warranty **
- Cathodic protection details **
- Correspondence details to – customer/local authority/public/utility/legal **
- Details of street furniture damage **
- Details of damage to other utilities plant with locations (photos if possible) **
- Video/photo evidence (before/after as appropriate) **

- NRSWA closing notices *
- Relevant Supply Meter Point Reference Number(s) (MPRN)

Additional contents may be required and shall be notified to the Customer at least 7 calendar days prior to Substantial Completion.

NB: Items marked * are not required where the Customer is GIRS registered for Construction/Commissioning/Connections (Routine) and Connections (Non-Routine, Basic) providing that where the Customer does not hold a combined Design and Construction/Commissioning/Connections (Routine) GIRS registration, the Customer shall be GIRS registered for Project Management and use GIRS registered subcontractors, otherwise all items above are required.

Items marked with ** are only required where applicable

Schedule A to Appendix 1

Form of Certification of the Customer Works and Connection

Cadent Quotation Ref: [_____]

I [insert name] of [insert address] a [insert status in company] in [insert name and address of company] do hereby certify that I am ~~a~~the Competent Person named in the Authorisation dated [insert date] issued by Cadent to [insert name of Customer] and who designed and supervised the construction of the Customer Works and Connection therein described.

I hereby certify that:

- (i) the Customer Works have been designed and constructed in full accordance and compliance with the Authorisation and all relevant statutory and other requirements;
- (ii) the Customer Works are at the date of this certification fit for the proposed purpose of operation as part of National Grid’s gas transmission system for the purpose described in the Authorisation;
- (iii) Cadent may rely on this certification;
- (iv) I supervised the construction of the Customer Works as required by the Authorisation; and
- (v) Attached hereto is the Record of Supervision of Construction of the Customer Works as required by the Certification File requirements of the relevant contract.

(* Delete as appropriate)

Date the _____ day of _____ 20[]

Signed:	
Witnessed by:	
Name:	
Address:	
Occupation:	

Schedule B to Appendix 1

Form of Certification of Transfer Rights

Cadent Quotation Ref: [_____]

Date:

Issued by: Cadent Gas Ltd

Cadent office: Ashbrook Court, Prologis Park, Central Boulevard, Coventry CV7 8PE

Concerning Works at:

I/We* do hereby certify that:

1. I/We* are the only/all* persons having any proprietary interest in the Works (or relevant part thereof) described in the above Authorisation and are fully entitled on Connection of the Works to transfer full ownership of the Works and Ancillary Rights to Cadent Gas Limited pursuant to the terms and conditions of the Authorisation and Contract free of any charge, lien or other incumbrance of whatsoever nature or type.
2. Cadent may rely on this certification
3. I/We* hereby agree and confirm that in consideration of Cadent Gas Ltd Taking Ownership of the Works that on Connection of the Works:
 - a) Full ownership of the Works and Ancillary Rights will transfer to Cadent Gas Ltd in accordance with the Contract; and
 - b) That at our own expense we will do all that is practicable to transfer or procure the transfer of ownership of the Works and the Ancillary Rights to Cadent Gas Ltd

I/We* do hereby jointly and severally indemnify and hold harmless Cadent against all costs, claims, charges, expenses and causes of actions of whatsoever kind arising whether directly or indirectly from our individual or collective failure to transfer full ownership as aforesaid to Cadent on Connection of the Works.

(* Delete as appropriate)

Dated the _____ day of _____ 20[]

Signed by:	Insert name
Of:	Insert address
On behalf of:	Insert name and address

