

GENERAL CONDITIONS OF CONTRACT
FOR
A SELF LAY [SYSTEM] NOT EXCEEDING 2,196,000 KWH
AND
CUSTOMER CONNECTION OF SERVICES

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These Conditions apply to the connection of self lay pipes and pipe systems by Cadent to its gas transportation system pursuant to Section 10 of the Gas Act. Cadent may withdraw or amend these Conditions by giving three (3) months notice expiring at any time.

1. DEFINITIONS

For the purposes of any Contract made pursuant thereto or any Authorisation issued to the Customer by Cadent, 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 **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.
- 1.2 **Authorisation** shall mean the document(s) or letter(s) in which Cadent confirms the terms upon which the Customer is entitled to have the Customer Works connected to the Cadent gas transportation system or to have the Service Connections made by the installer notified to Cadent as the Competent Person.
- 1.3 **Authorised Work** shall mean the Customer Works and the Service Connections notified as such in the Authorisation.
- 1.4 **Completion** shall mean as appropriate that either the Works or the Authorised Works or the Service Connections are completed and in the case of the Works that all surplus Cadent material has been removed from the site.
- 1.5 **Certification File** shall mean the file of documents to be provided by the Customer to Cadent in accordance with the Contract, the details of which are set out in Appendix 1.
- 1.6 **Competent Person** means the person named as such in the Authorisation or notified to Cadent as the installer making a Service Connection.
- 1.7 **Completion File** shall mean the file of documents to be provided by the Customer to Cadent in accordance with the Contract, the details of which are set out in Appendix 1.
- 1.8 **Connection** shall mean (unless varied by the Quotation) the connection as a single operation of the Customer Works to Cadent's gas transportation system and **Connect** and **Connected** shall be construed accordingly.
- 1.9 **Connection Fee** shall mean the fee payable by the Customer in accordance with a scale of fees to be issued by Cadent from time to time on acceptance of the Authorisation by the placing of an Order.

- 1.10 **Consequential Loss** shall mean all losses damages costs or expenses incurred in respect of failure to take, receive or deliver gas and indirect costs and special loss (including loss of revenue, profit, contract and production) increased costs of working and business interruption howsoever caused arising out of or in connection with the Contract and whether or not foreseeable at the date of the Contract irrespective of whether caused by the negligence of Cadent and/or the Customer or by any other tortuous act or omission or breach of the Contract by Cadent and/or the Customer.
- 1.11 **Consumer** shall mean the person or persons who consume(s) or it is intended shall consume gas offtaken from the Authorised Works.
- 1.12 **Contract** shall mean these General Conditions of Contract and subject to Condition 2, the Quotation, the Order and the Authorisation together with such drawings as are annexed to the Quotation and Authorisation.
- 1.13 **Customer** shall mean the company or other person placing the Order and to whom the Authorisation has been granted for the connection of the Customer Works and the Service Connections.
- 1.14 **Customer Works** shall mean the works specified as such in the Authorisation and intended to be connected to the Cadent gas transportation system by the Works.
- 1.15 **Day** shall mean in relation to any period of time in these General Conditions of Contract a day other than a Saturday, a Sunday or a bank holiday in England or Wales and a **day** shall mean a calendar day.
- 1.16 **Daily Liquidated Damages 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, then "**Daily Liquidated Damages**" shall mean the sum published as such by Cadent from time to time.
- 1.17 **Gas Act** shall mean the Gas Act 1986 and any Regulations issued thereunder as such Act and Regulations are amended from time to time.
- 1.18 **Highway** shall mean in respect of Works being conducted in Scotland "road" and in respect of 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.
- 1.19 **Installation Pipework** 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).
- 1.20 **Licence** shall mean the licence issued to the Customer pursuant to Section 50 of the Act of 1991 authorising as appropriate the placing and retaining of the Customer Works and/or Service Connection(s) in the Highway.



- 1.21 **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.
- 1.22 **Main** shall mean any pipe which constitutes part of the Cadent gas transportation system and is a relevant main for the purposes of Section 10 of the Gas Act.
- 1.23 **Normal Working Hours** shall mean the hours between 8.00am and 5.00pm on any Day.
- 1.24 **Order** shall mean the order form prepared by Cadent and signed by the Customer requesting Cadent to carry out the Works.
- 1.25 **Parties** shall mean either Cadent or the Customer.
- 1.26 **Quotation** shall mean the quotation for the cost of the Works issued by Cadent to the Customer.
- 1.27 **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 shall be construed accordingly.
- 1.28 **Pipe** shall mean as appropriate either the pipe or a pipe forming part of a pipe system and being the whole or part of the Customer Works.
- 1.29 **Quotation Works** shall mean Works that are the subject of a Quotation.
- 1.30 **Self Quotation Request Form** shall mean the offer submitted by the Customer for the conduct of the Works being in a form as published by Cadent from time to time (or such other form 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 2) be deemed to be a reference to the SQRF where the context so requires.
- 1.31 **Self Quotation Works** shall mean Works that are the subject of a Self Quotation
- 1.32 **Service Connection** shall mean the service pipe(s) (as such terms defined in the Gas Act) to be laid on behalf of the Customer by the Competent Person

from the premises identified in the Authorisation to the Pipe identified in the Authorisation following connection of the pipe by Cadent to the Cadent gas

Your Gas Network

transportation system. Such Service Connection(s) shall not exceed 2" nominal diameter.

- 1.33 **Standard Costs** shall mean scales of costs to be issued by Cadent from time to time in respect of Works.
- 1.34 **Substantial Completion** shall mean in relation to the Works that the Customer Works have been laid, tested and certified in accordance with the Authorisation and have been Connected by Cadent and are ready for use and able to pass gas. Provided that where Substantial Completion has been achieved save only that the Customer Work or part thereof have been left in a disabled condition (that is unable to pass gas) because the Customer does not have appropriate meter or meters or a valid gas supply contract or contracts with a licensed gas supplier then Substantial Completion shall be deemed to have been achieved in any event.
- 1.35 **Supply Meter** shall mean the device comprised in the Supply Meter Installation to record the volume of natural gas passing or intended to pass gas through the Supply Meter Point.
- 1.36 **Supply Meter Installation** shall mean the nearest emergency control valve upstream of the meter incorporated in the Supply Meter Installation.
- 1.37 **Supply Meter Point** shall mean the nearest emergency control valve upstream of the meter incorporated into the Supply Meter Installation.
- 1.38 **Cadent** shall mean Cadent Gas Distribution Limited acting in its capacity as owner and operator of its gas transportation network, its successors and assigns.
- 1.39 **Works** shall have the meaning ascribed to it in Condition 3.

2. THE CONTRACT

- 2.1 The Contract shall come into effect on receipt by Cadent of:
- i) The Order signed by the Customer accepting the Quotation without addition to or amendment of the General Conditions, the Authorisation and quotation unless such additions or amendments have been agreed in writing by Cadent and
 - ii) Payment in accordance with Condition 7

2.2 A Customer may accept a quotation by placing an Order at any time upto **60 days** from the date of the Quotation provided that:

- i) Cadent has not previously by notice in writing withdrawn or amended the Quotation or Authorisation.

- ii) The Authorisation has not expired.
 - iii) Cadent has not previously agreed to carry out works in respect of the same premises of a substantially similar nature for a third party.
- 2.3 If by agreement between the Parties the Works are not commenced within 30 days of Acceptance then the Contract shall come to an end (unless the Parties agree in writing and extension to such period) and the Parties shall be under no further obligation to each other in respect of the Contract. Provided that the Customer shall reimburse Cadent on the basis set out in condition 10.3.
- 2.4 Subject to Condition 2.3 an Authorisation is valid for 90 days from the date thereof or such other period as may be specified in the Authorisation and thereafter Cadent reserves the right to exercise its statutory rights to refuse the connection or to require a financial contribution pursuant to Sections 10(7) and 10(9) to (11) of the Gas Act.

3 THE WORKS

- 3.1 The Works shall comprise unless varied by a Quotation issued by Cadent accepted by the Customer
- i) The purging, check pressure testing and Connection of the Customer Works
 - ii) The supply of all materials necessary for 3.1(i) above

3.2 Exclusions

Without prejudice to the generality of 3.1 above the following are excluded from the Works unless expressly included in a Quotation by Cadent:

- i) Excavation, backfill and permanent reinstatement of any trench required for the Works.
 - ii) Any work outside of Normal Working Hours
 - iii) Any work (including cross bonding) downstream of the gas outlet of the Customer Works
 - iv) Connection of Service Pipes downstream of the Works
 - v) Supply and fitting of Supply Meters.
- 3.3 Nothing in this Condition shall operate so as to absolve Cadent from its obligations under the Act of 1991
- 3.4 Nothing in the Contract shall oblige Cadent to connect the Customer Works if they are not fit for purpose or the Customer has otherwise not complied with Cadent's requirements for the connection of the Customer Works to its gas

transportation system as set out or referred to in the Authorisation and these Conditions.

4 CADENT'S OBLIGATIONS

- 4.1 To complete the Works by the date specified in the Quotation in the manner provided for in the Contract subject always to its obligations as a public gas transporter.
- 4.2 To provide without additional cost to the Customer such natural gas as is required for the purging and testing of the Customer Works.
- 4.3 To carry out the Works exercising skill and care in accordance with relevant statutory regulations and to the standard of an RPO.
- 4.4 Acting as an RPO not to cause a breach of any permission, authority or easement obtained by the Customer pursuant to Condition 5.4, 5.5 and 5.6 provided that Cadent has been provided with a copy of the same.
- 4.5 To comply with site rules and regulations reasonably imposed in the course of the Works or agreed by Cadent with the Customer prior to receipt of the Order.

5 THE CUSTOMER OBLIGATIONS

- 5.1 To pay in accordance with Condition 7
- 5.2 To provide Cadent with a fully and accurate completed Order
- 5.3 To provide Cadent with full details of any relevant health and safety policies, permit to work procedures or other similar matters likely to impact upon the carrying out of the Works on the Customer's or any third party premises.
- 5.4 In so far as the Works are not in the public highway:
 - i) To procure or obtain the appropriate permissions or authorisations necessary to enable Cadent to lawfully carry out the Works to the date specified in the Quotation.
 - ii) To procure or provide land necessary for above ground installations in all respects to the reasonable satisfaction of Cadent,
- 5.5 In so far as the Customer Works or the Service Connection(s) are crossing property not forming part of a highway to provide or procure a written consent from the appropriate landowner(s) in favour of the Customer or Cadent as appropriate and in such form as Cadent may advise or in such other comparable form as is reasonable and appropriate in the particular circumstances.

- 5.6 In so far as the Customer Works are in the public highway to procure and comply with the appropriate streetworks licence.
- 5.7 To ensure that the Customer Works are carried out with the consent of the owner of the premises affected by the Customer Works.
- 5.8 To ensure that the Customer Works have been designed and constructed in full accordance and compliance with the Authorisation issued by Cadent and all relevant statutory and other requirements.
- 5.9 To 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.
- 5.10 To ensure that the Customer Works are supervised by a suitably competent person
- 5.11 To provide to Cadent copies of the documents referred to in Conditions 5.3 to 5.5 (other than Condition 5.4(i)) not later than five (5) Days prior to the commencement of the Works.
- 5.12 Prior to the commencement of the Works to provide Cadent with a plan of the Customer Works as laid, such plan to be in accordance with the relevant HSE Approved Code of Practice and Guidance Notes.
- 5.13 To comply with the provisions and requirements of the Cadent document "The capture of pipe asset records by UIP/GT organisations vesting plant in Cadent"
- 5.14 To 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. The Customer confirms that it has received a copy of the said procedure.
- 5.15 To 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.
- 5.16 To provide the Completion File to Cadent not more than five (5) Days after the Connection taking place.
- 5.17 In the discharge of its obligations under Conditions 5.2 to 5.16 to act as an RPO

Provided that the Customer acting as an RPO shall not be in breach of any provision of the Conditions 5.2 to 5.16 in circumstances where such breach would not have occurred but for a failure by Cadent to comply with any provision of Condition 4.

6 TIMESCALES

The Works

- 6.1 Cadent will, acting as an RPO and subject to unavoidable or unforeseeable operational restraints commence the installation phase of the Works within fifteen (15) Days of receipt of the Order except when a different date;
- i) Is stated in the Quotation; or
 - ii) Is requested in the Order;
 - iii) Is necessitated by the terms of any statutory licence or permission issued pursuant to the 1991 Act or other relevant legislation; or
 - iv) Because any necessary permission, authority or easement has not been procured by the Customer pursuant to Condition 5.
- 6.2 Cadent will notify the Customer of the proposed commencement date or any amended commencement date at least two (2) Days prior to such date.
- 6.3 Cadent will acting as an RPO seek to complete the Works within two (2) Days of the commencement date of the Works or on such other later date as is specified in the Quotation subject to unavoidable or unforeseeable operational restraints and its obligation as a public gas transporter.
- 6.4 Cadent will with regard to its obligations under Condition 4.1 be entitled to reasonable extensions of time beyond that date where any delay is beyond the immediate control of Cadent and is due to; exceptionally adverse weather, the discovery of items of historical, archaeological, or special scientific interest, industrial action involving or affecting the Customer, the requirements of statutory authorities, the imposition of stringent or unreasonable site rules or working procedures by the Customer or a third party, unforeseeable unavailability of materials, unforeseeable ground conditions, any breach by the Customer of its obligations under Condition 5 and, additional works not included in the Quotation and not reasonably foreseeable by Cadent. Cadent will notify the Customer of the reasons for any such delay.

7 PAYMENT

- 7.1 Cadent will upon receipt of an Order issue a VAT invoice for the cost of the Works and the Connection Fee plus VAT addressed to the Customer address specified in the Order.
- 7.2 The Customer will pay to Cadent within thirty (30) Days of receipt of the VAT invoice or prior to the proposed commencement date of the Works if earlier.

7.3 Subject to Cadent providing sufficient evidence to enable the Customer to verify such additional costs of the Customer will pay to Cadent additional costs plus VAT incurred as a result of:

- i) Changes to the Order requested by the Customer such as the carrying out of the Works outside of Normal Working Hours
- ii) Unforeseeable ground conditions
- iii) The Customer works not being ready and accessible for Connection when Cadent commences the Works.
- iv) Failure or delay of the Customer in carrying out any of its obligations under the provisions of the Contract.

7.4 All payments to Cadent shall be made in pounds sterling and to the address stated on the invoice.

8 LIABILITY AND LIQUIDATED DAMAGES

8.1 Subject only to Conditions 8.2, 8.3, 8.4, 8.6, 8.7 and 8.8, the Parties shall not be liable to each other at all for any consequential loss in respect of the Contract and howsoever arising whether such loss is of the Parties, the Customer or any other party having a relationship to the Customer

8.2 If Cadent does not complete the Works by the date determined in accordance with Condition 6 above then Cadent shall pay to the Customer an amount equal to the 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.

8.3 If as a result of the Customer's failure to fulfil its obligations under Condition 5 Cadent is unable to commence the installation of the Works on the notified date (the Customer not having cancelled the said date no later than one Day prior thereto) then the Customer shall pay to Cadent such reasonable costs and disbursements as Cadent acting as an RPO is unable to avoid occurring.

8.4 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.

8.5 Nothing in this clause shall operate so as to relieve Cadent of any liability for death, personal injury, or physical damage to property caused by negligence or defective workmanship of Cadent.



- 8.6 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 16.
- 8.7 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 Conditions 5.6 to 5.10.
- 8.8 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.

9 FORCE MAJEUR

- 9.1 Subject to Condition 9.2 "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 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.
- 9.2 Without prejudice to the generality of Condition 9.1 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.

9.3 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 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 9.4 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 9 shall not affect the existence of that obligation for the purposes of any other provision of the Contract.

- 9.4 A Party relieved from liability for the non-performance of any obligations under the 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.

10 TERMINATION

- 10.1 The Customer may terminate a Contract by giving two (2) Days notice in writing expiring at any time. Such termination shall be without prejudice to the rights of the respective Parties which have accrued prior to such termination.

10.2 Cadent may terminate the Contract immediately where:

- i) Information given by the Customer is incorrect and significantly affects the price quoted for the Works; or
- ii) The Customer Works do not comply with the Customers obligations under Condition 5 in any significant respect.
- iii) The Works have not been commenced and the Authorisation for the Works has expired
- iv) Forthwith in the event that the Customer has not complied with its obligations under Conditions 5.13 to 5.16.

- 10.3 Where termination initiated by the Customer pursuant to 10.1 or 10.2 occurs after the commencement of the Works then the Customer shall reimburse Cadent for all costs reasonably incurred before the termination and any further costs plus VAT (if applicable) reasonably incurred in restoration of land premises and public highway. For the avoidance of doubt any items specially purchased by Cadent for the Works shall be paid for by the Customer and shall thereupon become the Customer's property and available for collection by the Customer.

- 10.4 Either Party may terminate a Contract forthwith by notice in writing if the other Party shall convene a meeting of its creditors or propose a voluntary arrangement with its creditors or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee receiver or administrative receiver or similar officer is appointed in respect of all or any part of its business or other steps are taken for the winding up of the Party or the making of an administration order.

10.5 In the event that the Customer is in breach of:-

- i) any of the payment provisions of the Connection Contract or any of its obligations under Conditions 5.13 to 5.16 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
- ii) any of its obligations under Conditions 5.13 to 5.16 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
- iii) any of its obligations under Conditions 5.13 to 5.16 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

11 CHANGES TO THE ORDER

11.1 Either Party by notice in writing to the other propose changes to the Order and the Parties shall in good faith enter into discussions to amend or modify the Order as may be necessary or desirable in the circumstances provided that nothing in this Condition shall oblige either Party to agree such changes.

11.2 Cadent may following the commencement of the Works propose in writing or otherwise changes to the Order reasonably necessary in consequence of ground conditions not reasonably foreseeable prior to the Quotation. If the Customer does not accept such changes within a reasonable period of time in the circumstances of the proposal then the Contract shall come to an end and both Parties shall be excused from further performance save that the Customer shall reimburse Cadent for all costs reasonable incurred before the termination and any further costs plus VAT (if applicable) reasonably incurred in restoration of land premises and the public highway.

11.3 Once agreed by the Parties any change shall be implemented forthwith if the Works have commenced and the change is necessary because of site conditions.

12 CONFIDENTIALITY

The Parties undertake to keep confidential and not to disclose to any third party the terms of the Contract and any information provided by the other Party in connection with the Contract except to the extent that:

- i) Such information is already in the public domain through no fault of the disclosing Party; or
- ii) Disclosure of such information is necessary for the purposes of implementing the Contract; or
- iii) Disclosure is permitted or required by rule of law.

13 SUB-CONTRACTING

Cadent shall be entitled to sub-contract the whole or any part of the Works to sub-contractors.

14 CADENT'S WARRANTIES

14.1 Cadent warrants subject to Condition 14.2 that the Works shall be free from defects for a period of one (1) year or for a period expiring when the Customer Works is first used in connection with any agreement for the conveyance of natural gas, 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 Works, or as a result of any defect, unsuitability or inadequacy in the Customer Works.

14.2 Cadent warrants that permanent reinstatement (where included in the Order) 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 and in the Highway two (2) years or such other period as may be applicable.

14.3 The carrying out of the warranty of the Works on the Customer's or third party premises is subject to the Customer facilitating access to those premises.

15 THE CUSTOMER'S WARRANTIES

The Customer warrants:

- i) That it has entered into the contract on its own behalf and not as an agent for any third party.



- ii) That it will fully and completely comply with its obligations under the Authorisation and the Licence both before as well as after the Completion of the Works.
- iii) That the Customer Works shall be free from defect (except user abuse and improper operation) for one (1) year from the date of Substantial Completion of the Works.

16 OWNERSHIP

- 16.1 Ownership of the Customer Works shall vest in Cadent upon Substantial Completion of the Works.
- 16.2 Ownership of the Works shall vest in Cadent upon Substantial Completion of the Works.
- 16.3 In consideration of Cadent taking ownership of the Customer Works as set out in Clause 16.1, 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
- 16.4 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, 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.

17 PROHIBITION OF ASSIGNMENT

- 17.1 Neither Party shall assign the whole or any part of the Contract without the prior written consent of the other.

17.2 The Customer shall not assign the whole or any part of his rights under the Authorisation without the prior written consent of Cadent.

18 ENTIREITY OF AGREEMENT AND AMENDMENTS

The documents forming the 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 Works and shall prevail and supersede all prior agreements, understandings, statements, representations, commitments, warranties and communications between the Parties with respect to the 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 Contract and save as aforesaid any liability in respect thereof is excluded.

19 WAIVER AND MODIFICATION

19.1 None of the provisions of this 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 this Contract unless expressly set forth in such waiver.

19.2 No amendments to the Contract made thereunder shall be valid unless made in writing and agreed and signed by the duly authorised representatives of the Parties hereto.

20 SERVICE OF NOTICES

All notices delivered or sent in accordance with these conditions 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 acknowledgment 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.

16.1 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.

21 SURVIVAL

The terms and conditions of the Contract which by their nature or their context are intended to have effect after termination shall do so.

22 GOVERNING LAW

This Contract shall be governed by and construed in accordance with English law and the Parties will submit any dispute to the exclusive jurisdiction of the English courts.

23 GAS TRANSPORTATION

Nothing in the Contract shall confer on the Customer or the Consumer any entitlement in respect of the transportation of gas to any Supply Meter Point.

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) *
- 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) 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) 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 Gas Distribution Limited 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 Cadent'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 Distribution
 Limited Cadent office:
 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 Distribution 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 Gas Distribution Limited may rely on this certification
3. I/We* hereby agree and confirm that in consideration of Cadent 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 Distribution Limited 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 Distribution Limited

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
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