

## Terms and Conditions

### **Terms and conditions for the installation of a gas service pipe - domestic premises**

#### **August 2017 version 17**

The contract (the "Contract") is made on receipt by Cadent of (i) an acceptance (the "Acceptance") from the customer (the "Customer") of a quotation from Cadent for the installation of a new gas service pipe (the "Quotation") and (ii) payment in full for the Works (as defined below).

#### **1 THE WORKS**

**1.1** Subject to the terms and conditions set out below, Cadent shall carry out the following as set out in the Quotation and (if applicable) as varied in accordance with clauses 6.1 and 7.2 below (the "Works"):

- (a) design, install, test, commission and connect to Cadent gas network a service pipe suitable for the premises specified in the Quotation (the "Premises") and;
- (b) supply and fit a meter box (other than a built-in cavity meter box) at the Premises; and
- (c) the permanent reinstatement of drives, paths and other surfaces disturbed during the Works; and
- (d) carry out any other works included in the Quotation; and
- (e) supply all necessary materials in respect of the above.

#### **2 EXCLUSIONS**

**2.1** The following are not included in the Works, unless the Quotation expressly states otherwise:

- (a) the fitting of a built-in cavity meter box, which must be carried out by the Customer prior to commencement of the Works if the Customer has indicated to Cadent that the Customer wishes to have a built-in cavity meter box;
- (b) the supply or fitting of the meter installation;
- (c) the matching of any permanent reinstatement of drives, paths and other surfaces to the existing surface, colour or materials;
- (d) the reinstatement of fences, walls, landscaping, drainage or special surface finishes of any kind;
- (e) any work (including cross bonding) on the outlet side of the meter; and
- (f) the making good of plasterwork, cosmetic surfaces, decorative finishes and the like other than damage caused by negligent or defective workmanship of Cadent which shall be made good by Cadent at no additional cost to the Customer.

### **3 LIABILITIES**

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

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

**3.3** In respect of all other loss or damage suffered by the Customer under this Contract, where the cause of the loss or damage is the fault of Cadent, Cadent's liability shall, subject to clause 3.4, be limited to an amount not exceeding the amount payable by the Customer under clause 7.1 less any amount paid by Cadent to the Customer in accordance with the compensation scheme relating to its Standards of Service as may apply from time to time.

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

### **4 TIME SCALES**

**4.1** Cadent shall:

(a) advise the Customer, following (i) receipt of the Acceptance or (ii) any survey (if deemed necessary by Cadent) or (iii) the acceptance of the Customer of any variation in accordance with clause 6.1 below (whichever is the later), of the proposed commencement date of the Works;

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

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

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

### **5 INFORMATION AND ACCESS**

**5.1** The Customer shall:

(a) provide accurate information in its request for a quotation and in the Acceptance;

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

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

(d) ensure that any built-in cavity meter box has been fully installed prior to commencement of the Works if the Customer has indicated to Cadent that the Customer wishes to have a built-in cavity meter box.

## **5.2 Cadent will assume:**

(a) that the service pipe will not cross third party land (other than a public highway);

(b) that the service pipe can follow, without any obstruction and without crossing bridges, tunnels or other such similar civil engineering works the shortest direct route from the Premises to an appropriate main immediately adjacent to those Premises.

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

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

(e) in the event that the Customer indicates to Cadent that it will carry out excavation works itself prior to Cadent arriving at the Premises, that such excavations works will be carried out in accordance with the Quotation; and in accordance with Cadent's published "Pre Excavation and Ducting" document

(f) the person or organization you appoint to carry out the excavation is also responsible for ensuring that the excavation site is safely guarded. This should be done through the use of an appropriate, protective barrier and offers sufficient protection to any person who may have access to your property. Failure to adhere to any of the requirements set out in the Self Excavation and Guidance documents may result in the works being delayed, stopped or the discount applied reviewed.

(g) the location of the termination of the service pipe as requested by the Customer complies with all relevant laws and regulations.

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

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

## **6 VARIATIONS**

**6.1** In the event that, following a site visit (if deemed necessary by Cadent) or an inspection pursuant to clause 5.3, Cadent deems that variations are required to the Works and/or the price of the Works as set out in the Quotation, such variations shall be deemed to be Additional Work and the provisions of clause 7.2 shall apply.

## **7 PAYMENT**

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

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

(a) an event which is not reasonably foreseeable; or

(b) the Customer altering the requirements that it originally set out in its request for a quotation or in the Acceptance; or

(c) incorrect or incomplete information provided by the Customer,

then Cadent shall be entitled to make additional charges ("Additional Charges") to the Customer in respect of the Additional Work. Cadent shall explain to the Customer the purpose and content of the Additional Works. The Additional Charges shall be agreed with the Customer in advance of the Additional Work being carried out, and shall be the additional cost to Cadent (plus VAT where applicable) incurred as a result of carrying out the Additional Work. Payment for the Additional Charges must be made by the Customer within 30 days of the date of the invoice. In the event that the Customer fails to agree to the Additional Charges, Cadent shall not be obliged to carry out the Additional Work, nor complete the Works, and the Customer shall be deemed to have terminated the Contract and the provisions of clause 8.1 below shall apply.

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

(a) Used reasonable endeavours to avoid or minimise that extra charge, and

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

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

## **8 TERMINATION**

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

**8.2** Cadent may terminate the Contract:

(a) immediately if the information given by the Customer is incorrect and significantly affects the Quotation. Cadent will refund to the Customer any part of the payment made which has not been expended or committed in relation to the Works at the time of termination.

(b) by giving five (5) working days written notice if the works are not completed within one hundred and twenty (120) calendar days from the date of the quotation where the delay is not due to the fault or default of Cadent. Where Cadent terminates under this clause 8.2 (b) it will refund any part of the payment made which was not reasonably incurred at the time of termination.

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

(a) the Premises cannot be connected to a relevant gas main belonging to Cadent and operating at a pressure of 2 barg or less, by laying 23m or less of pipe; or

(b) the Works meet the definition of “Sufficiently Complex” in that there are special engineering difficulties as defined by the Condition 4B charging statement as published by Cadent on its website, at the time the Quotation was given (see <https://cadentgas.com/home>)

(c) If Cadent is entitled to recover a contribution towards the cost of laying a the relevant gas main pursuant to the Gas Connections (Charges) Regulations 2002, see <https://www.legislation.gov.uk/>

## **9 USE OF CONTRACTORS**

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

## **10 WARRANTY**

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

## **11 OWNERSHIP OF SERVICE PIPE**

**11.1** The service pipe shall at all times belong to Cadent.

## **12 DISPUTE RESOLUTIONS**

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

**12.2** If a dispute arises between the Customer and Cadent regarding goods or services which the Customer has bought online, then if the Customer is a consumer (being an individual acting for a purpose which is wholly or mainly outside that individual’s trade, business, craft or profession) it is possible for the Customer to use the online dispute resolution platform set up by the European Commission to resolve the dispute. The Customer can access the platform by this link: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

## **13 CONFLICT, NOTICES AND JURISDICTION**

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

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

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

## **14 YOUR PERSONAL INFORMATION**

**14.1** You may provide us with your personal information when using our Website(s) or accessing our services. Please see our Privacy Policy at <https://cadentgas.com/privacy-and-terms/privacy-policy> which explains how we will use the personal information you provide to us.

## **QUOTATION CHARGE TERMS AND CONDITIONS**

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

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

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

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

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

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