# UIP CONNECTION, SERVICE DISCONNECTION AND SERVICE ALTERATION AGREEMENT

# BETWEEN

NORTHERN GAS NETWORKS LIMITED

AND

[NAME OF UIP]

INDEV
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#### THIS AGREEMENT is made the XX day of XX

## **BETWEEN:**

- (1) **Northern Gas Networks Limited**, (Registered No 05167070) whose registered office is at 1100 Century Way, Thorpe Park Business Park, Colton, Leeds, LS15 8TU (**NGN**); and
- (2) **[INSERT NAME OF UIP ]** (Registered No. XX) whose registered office is at XXX (the "Customer").

#### WHEREAS:

- (A) NGN is the owner of a gas transportation network and is prepared to allow a Utility Infrastructure Provider ("UIP") to carry out Connections, Service Disconnections and Service Alterations in accordance with this Agreement.
- (B) The Customer is a UIP and wishes to carry out Connections, Service Disconnections and Service Alterations and agrees to do so in accordance with the terms of this Agreement and the Pre-Existing Contracts relating to such Connections, Service Disconnections and Service Alterations.
- (C) This Agreement sets out the terms and conditions on which NGN will allow the Customer to carry out Connections, Service Disconnections and Service Alterations.

#### NOW IT IS HEREBY AGREED

#### 1. INTERPRETATION

1.1 Except as is otherwise expressly provided herein or unless the context otherwise requires, the terms defined in this Clause shall have the following meanings and derivative expressions shall be construed accordingly:-

Acceptance shall have the same meaning as defined in the Pre-Existing Contract.

Ancillary Rights shall mean all easements, servitudes, leases, conveyances and

other property rights necessary for:

- the proper, lawful and efficient construction, retention, operation, maintenance, repair and replacement of the Works as part of the System; and
- (ii) compliance with the Authorisation, this Agreement and the Pre Existing Contract.

**Authorisation** shall mean the document(s) or letter(s) in which NGN confirms the terms upon which the Customer is entitled to perform the Connection Works, Service Alteration Works or Service Disconnection Works specified therein, and by which NGN confirms (if appropriate) that it will take ownership of such Connection Works, Service Alteration Works or Service Disconnection Works, subject to full compliance by the Customer with the terms and conditions of such Authorisation.

Authorising Engineer shall mean as defined in the SCO Process.

**Certification File** shall mean the file of documents to be provided by the Customer to NGN in accordance with this Agreement, the details of which are set out in Appendix 2.

**Completion** shall mean, in relation to each of the Works, that such Works are completed and the Completion File in respect thereof has been received by NGN.

**Completion File** shall mean the file of documents to be provided by the Customer to NGN in accordance with this Agreement, the details of which are set out in Appendix 2.

Competent Person shall mean as defined in the SCO Process.

**Commissioning** shall mean the purging to natural gas of those elements of the Works that are designed to convey or contain natural gas, and its pressurisation so as to create a pressure of natural gas to the extent set out in the Pre-Existing Contract (if applicable) or as otherwise notified by NGN to the Customer.

**Connection** shall mean the connection as a single operation of any of the Connection Works to NGN's System and **Connect** and **Connected** shall be construed accordingly.

**Connection Works** shall mean those works defined in the Customer's design submission in relation to a Connection (as authorised by NGN in accordance with this Agreement) but shall be limited to the activities set out in Appendix 1. For the avoidance of doubt, the Works under this Agreement shall form part of the "Customer Works" under the relevant Pre-Existing Contract.

**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 cost of working and business interruption howsoever caused arising out of or in connection with the Agreement and whether or not foreseeable at the date of this Agreement, irrespective of whether caused by the negligence of NGN and/or the

Customer or by any other tortious act or omission or breach of the Agreement by NGN and/or the Customer.

**Consumer** shall mean the person or persons who consume(s) or it is intended shall consume gas offtaken from any of the Connection Works, Service Disconnection Works or Service Alteration Works.

**Equipment** shall mean such regulators, pipework and associated apparatus to be installed pursuant to any Connection Works, Service Disconnection Works or Service Alteration Works at or upstream of a Supply Meter Point.

**Fit for Purpose** shall mean that the Works are fit for operation as part of NGN's System and such fitness being judged on the basis of design, materials and construction by the Customer and complies with the provisions of the Authorisation. The Works shall not be deemed Fit for Purpose until Completion.

**Highway** shall mean in respect of Works being conducted in Scotland "road" and in respect of Works being concluded in England and Wales "street" as such term is defined in the glossary in the Code of Practice to the New Roads and Street Works Act 1991 and any Regulation issued thereunder as such Act and Regulations and Code of Practice are amended from time to time.

Individual System Exit Point / ISEP shall mean as defined in the Network Code.

**Intellectual Property** shall mean any patent, registered design, copyright, design right, database right, topography right, trade mark, surface mark, application to register any of the aforementioned rights, trade secret, right in unpatented know how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.

**Main(s)** shall mean any pipe specified as such in the Quotation which constitutes or will constitute part of the System.

**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.

**Network Code** shall mean the network code prepared by NGN in accordance with its gas transporter's licence issued (or deemed to be issued) pursuant to section 7 of the Gas Act 1986 (as amended).

Network Controller shall mean as defined in the SCO Process.

**NGN Nominated Observer** shall mean a person appointed by NGN from time to time who may attend a Connection, Service Disconnection or Service Alteration.

Non Routine Operations or NRO shall mean as defined in SCO Process.

**Operator** shall mean Northern Gas Networks Operations Limited, a company incorporated in England and Wales under registration number 03528783 or any successor.

Order shall have the same meaning as the definition in the Pre-Existing Contract.

**Parties** shall mean NGN and the Customer and **Party** shall mean either of them as the context so requires.

**Pre-Existing Contract** shall mean the contract entered into by the Parties, or to be entered into by the Parties in relation to each of the Connection Works and the corresponding Connection pursuant to the acceptance of a quotation issued to the Customer by NGN, where such quotation is issued pursuant to (a) NGN's General Conditions of Contract for Self Lay Pipe (System) Not Exceeding 2,196,000 kWh, or (b) NGN's Authorisation and Connection Conditions for Self Lay Pipe Above 2,196,000 kWh.

Quotation shall have the same meaning as defined in the Pre-Existing Contract.

**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.

**Responsible Engineer** shall mean as defined in the SCO Process.

Routine Operations or RO shall mean as defined in the SCO Process.

**SCO Process** shall mean the procedures as defined in NGN's "Safe Control of Operations" suite of documents, as such suite of documents may be amended from time to time by NGN.

**Service Alteration** shall mean a modification to an existing gas service pipe that is connected to the NGN System.

**Service Alteration Works** shall mean those works defined in the Customer's design submission in relation to a Service Alteration (as authorised by NGN in accordance with this Agreement) but shall be limited to the activities set out in Appendix 1.

**Service Decommissioning** shall mean the depressurisation and purging of a gas service pipe to air.

**Service Disconnection** shall mean the physical disconnection of a gas service pipe from the NGN System.

Service Disconnection Works shall mean those works defined in the Customer's design submission in relation to a Service Disconnection (as authorised by NGN in accordance with this Agreement) but shall be limited to the activities set out in Appendix 1.

**Service Recommissioning** shall mean the connection and purging to natural gas of an altered gas service pipe.

**Site** shall mean any premises or land in or which the Works are constructed and whether owned or occupied by the Customer or a Third Party.

Substantial Completion shall mean:-

- in the case of Connection Works, the Connection and Commissioning of the Works;
- (b) in the case of Service Disconnection Works, the Service Disconnection and Service Decommissioning of the Works; and
- (c) in the case of Service Alteration Works, the Service Alteration and Commissioning of the Works.

**Supply Meter** shall mean the device comprised in the Supply Meter Installation to record the volume of natural gas passing or intended to pass through the Supply Meter Point.

**Supply Meter Installation** shall mean any meter and associated equipment installed at a Consumer's premises, including associated pipework, regulator, filters, valves, seals, housings, mountings and earthing equipment

**Supply Meter Point** shall mean the nearest emergency control valve upstream of the meter incorporated into the Supply Meter Installation.

**Supply Meter Point Reference Number** shall mean the distinctive registration number allocated by NGN to the Supply Meter Point in accordance with the Network Code.

**System** shall mean the gas pipeline system operated by NGN the conveyance of gas through which is authorised by the NGN public gas transporter's licence.

Third Party shall mean any person who is not NGN or the Customer.

**Working Day** shall mean any day (other than a Saturday, Sunday or bank holiday) during which the clearing banks in the City of London are open for business.

**Works** shall mean Connection Works, Service Disconnection Works and/or Service Alteration Works (as the case may be).

Note that any references in this Agreement to NGN's or any other organisation's technical requirement procedural documents (the terms of which the Customer is required to comply with under this Agreement) are references to those documents as are in force (as may be amended) from time to time, in addition to any supplementary technical requirement documents as are cross referenced in such documents (as may be amended from time to time).

Note that in addition a reference in this Agreement to a statute or statutory provision includes a reference to that provision as modified, replaced, amended and/or re-enacted from time to time and any prior or subsequent subordinate legislation made under it after the date of this Agreement.

## 2. THE AGREEMENT

- 2.1 This Agreement shall commence on the date that it has been executed or, if Works have already commenced, the date upon which the Customer commenced the Works provided that the Works were commenced in accordance with the duties and obligations set out in this Agreement.
- 2.2 In respect of:-
  - (a) Connections, this Agreement is in addition, and supplemental, to each Pre-Existing Contract; and
  - (b) Service Disconnections and Service Alterations, there is no Pre-Existing Contract, and the terms of this Agreement are the only terms that apply in relation to Service Disconnections and Service Alterations.

However, the Customer acknowledges that where there is a conflict between the terms of a Pre-Existing Contract and this Agreement, this Agreement shall take precedence unless NGN has provided the Customer with prior written notice that any term within such Pre-Existing Contract shall take precedence.

- 2.3 Works in respect of any above 7 barg pipeline are expressly excluded from, and do not form part of, this Agreement and the Customer shall not be permitted to carry out works in relation to any such pipeline.
- 2.4 The Customer shall only be entitled to carry out Works under this Agreement where either:-
  - (a) in respect of Connections:-
    - (i) the Quotation forming part of the relevant Pre-Existing Contract provides that the Customer is to carry out the Connection; or
    - (ii) the Quotation forming part of the relevant Pre-Existing Contract provides that NGN is to carry out the Connection, but the Customer has advised NGN in writing within five (5) Working Days of the date of NGN's notice (in accordance with the Pre-Existing Contract) confirming the date of Acceptance that the Customer wishes to carry out the Connection under this Agreement; or
    - the Customer has submitted a valid self-quotation acceptance form in accordance with the relevant business rules published by NGN from time to time and has received an acceptance thereof from NGN;
  - (b) in respect of Service Disconnections and Service Alterations, the Customer has submitted a design submission to NGN in respect of the Service Disconnection or Service Alteration and has received an Authorisation from NGN in respect of such Service Disconnection or Service Alteration.
- 2.5 Where, in respect of a Connection, the Quotation forming part of the relevant Pre-Existing Contract provides that NGN is to carry out the Connection but the Customer fails to advise NGN in writing within five (5) Working Days of the date of NGN's notice (in accordance with the Pre-Existing Contract) confirming the date of Acceptance that the Customer wishes to carry out the Connection under this Agreement, then in order for the Customer to be able to carry out the Connection, (rather than have NGN perform the Connection under the Pre-Existing Contract), the Customer will be required to cancel the relevant Pre-Existing Contract in accordance with the terms thereof and enter into a new Pre-Existing Contract in relation to the Connection in

question. The Customer shall be liable to pay NGN any sums due in accordance with the terms of the cancelled Pre-Existing Contract.

- 2.6 The Customer acknowledges, by its signature hereof, that it has received a copy of the SCO Process and any other documents, processes, policies and procedures referred to in this Agreement and/or the SCO Process.
- 2.7 The Customer shall only be entitled to carry out a Connection, Service Disconnection or Service Alteration (as the case may be) under this Agreement where it (or a contractor acting on behalf of the Customer) has obtained and maintains all necessary accreditation under the Gas Industry Registration Scheme. For the purposes of this Agreement, "necessary accreditation" shall mean:-
  - (a) for Routine Operations (RO), accreditation must be obtained for Design and Construction/Commissioning/Connections (Routine) activities in respect of Works not covered by IGE/GL/6; and
  - (b) for Non Routine Operations (NRO), accreditation must be obtained for Design, Construction/Commissioning/Connections (Non-Routine) activities in respect of Works covered by IGE/GL/6;

provided that, where the Customer is a UIP and is not accredited for Design and Construction/Commissioning/Connections activities, the Customer must be accredited for Project Management, and the contractor employed by the Customer to perform the Works must have the necessary accreditation as set out above.

## 3. NORTHERN GAS NETWORK'S OBLIGATIONS

- 3.1 The Parties agree that:-
  - (a) in respect of Connections:-
    - (i) where the Pre-Existing Contract incorporates NGN's General Conditions of Contract for Self Lay Pipe (System) Not Exceeding 2,196,000 kWh, then NGN shall be released from all of its obligations and liabilities (insofar as such obligations and liabilities relate to the Connections and Works covered by this Agreement) pursuant to Clauses 4.1, 4.3, 4.4, 4.5, 6, 8 and 14 of such General Conditions of Contract in relation to the Pre-Existing Contract and shall have no liability arising out of any of those obligations or liabilities;
    - (ii) where the Pre-Existing Contract incorporates NGN's Authorisation and Connection Conditions for Self Lay Pipes Above 2,196,000 kWh and Maximum 7 Bar, then NGN shall be released from all of its

obligations and liabilities (insofar as such obligations and liabilities relate to the Connections and Works covered by this Agreement) pursuant to Clauses 4, 7.6(i) and (ii), 7.7, 9, 14.1, 14.3, 14.7, 17 and 25 of such Authorisation and Connection Conditions in relation to the Pre-Existing Contract and shall have no liability arising out of any of those obligations or liabilities; and

- (b) In respect of Service Disconnections or Service Alterations, NGN's obligations shall be as set out in this Agreement.
- 3.2 NGN may (at its sole discretion) require a NGN Nominated Observer to attend the Site for the purpose of monitoring and/or auditing a Connection, Service Disconnection or Service Alteration (as the case may be). The NGN Nominated Observer shall not supervise the Customer. Any such monitoring and/or auditing of a Connection, Service Disconnection or Service Alteration (as the case may be) shall not relieve the Customer of its obligations under this Agreement or the Pre-Existing Contract. The Customer shall permit the NGN Nominated Observer access to the Site, the Works and the Connection, Service Disconnection or Service Alteration (as the case may be) at all reasonable times.
- 3.3 NGN shall perform its duties set out in this Agreement as a RPO.
- 3.4 NGN shall procure and provide, without cost to the Customer, such natural gas as is required for Commissioning and Service Recommissioning. All other gases, together with any consumables associated with the Connection, Service Disconnection or Service Alteration (as the case may be) shall remain the responsibility of the Customer.
- 3.5 NGN shall, by any of its Responsible Engineer, Authorising Engineer, Competent Person, Network Controller or NGN Nominated Observer (at NGN's option), liaise with the Customer in accordance with the duties set out in this Agreement.
- 3.6 In the event that this Agreement is terminated, NGN shall have the right to take over and complete any Works that are in progress at the time of such termination. The Customer shall reimburse NGN all costs and expenses incurred or expended by NGN in taking over and completing such Works. The payment terms of the relevant Pre-Existing Contract (if applicable) or as otherwise notified by NGN to the Customer shall apply to such reimbursement.
- 3.7 NGN shall provide the Customer with such information, drawings and specifications (including a plan of that point on the System at which the Connection is to be made if applicable) within the possession or reasonable control of NGN as the Customer may

reasonably request in order to fulfill its obligations under the Agreement. Any information, data, drawings, plans or maps produced or provided by NGN to the Customer in relation to existing parts of the NGN System and/or parts of the NGN System under construction are NGN's best estimate only and the Customer relies on such information, data, drawings, plans or maps entirely at its own risk. NGN 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 NGN 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, then NGN shall:

- (a) where the error is such that the System is not in the place indicated by the information, data, drawings, plans or maps provided by NGN, either (in its sole discretion):-
  - perform (at its own cost) the additional works required to extend the System to the proposed point of Connection (if applicable) 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 the System to the proposed point of Connection as shown on the plan; or
    - (B) NGN's best estimate (acting as a Reasonable and Prudent Operator) of the costs that NGN would have incurred in performing the additional works required to extend the System to the proposed point of Connection (if applicable) as shown on the plan;
- (b) where the error is such that the System is of a different diameter or material to that indicated by the information, data, drawings, plans or maps provided by NGN, pay to the Customer an amount equal to the lesser of:-
  - the reasonable costs directly incurred by the Customer in performing the additional works required to carry out the Works as a result of the System being of a different diameter or material to that indicated by the information, data, drawings, plans or maps provided by NGN; or

(ii) NGN's best estimate (acting as a Reasonable and Prudent Operator) of the costs that NGN would have incurred in performing the additional works required to carry out the Works as a result of the System being of a different diameter or material to that indicated by the information, data, drawings, plans or maps provided by NGN;

### Provided in each case that

- (a) where the Customer performs such additional works, NGN 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 NGN's "Authorisation and Connection Conditions for New Self Lay Pipes Above 2,196,000kWh and Maximum 7 Bar", and that the pipe(s) comprised in such additional works are adopted by NGN after such additional works have been completed; and
- (b) the provisions of this Clause 3.7 shall be NGN's sole liability to the Customer in the event of an inaccuracy of the information, data, drawings, plans or maps provided by NGN to the Customer, and the Customer waives any other rights it may have against NGN in respect thereof.
- 3.8 Where, in respect of a Connection, Service Disconnection or Service Alteration, the Customer has not complied with its obligations in Clauses 4.10.1, 4.10.2 and/or 4.16, then NGN shall be entitled to withdraw permission for the Customer to proceed with the Connection, Service Disconnection or Service Alteration. Where NGN does so withdraw permission, the Customer shall re-programme the Connection, Service Disconnection in co-ordination with NGN once the Customer has complied with its obligations in Clauses 4.10.1, 4.10.2 and/or 4.16.
- 3.9 Without prejudice to Clause 3.8, where, in respect of a Connection, Service Disconnection or Service Alteration, the Customer has not complied with its obligations in Clauses 4.10.1, 4.10.2 and/or 4.16, then NGN shall be entitled to withdraw or refuse to grant (as the case may be) permission to the Customer to proceed with any other Connection, Service Disconnection or Service Alteration under this Agreement until such time as the Customer has complied with its obligations in Clauses 4.10.1, 4.10.2 and/or 4.16 in respect of the Connection, Service Disconnection or Service Alteration under the Customer to complication or Service Alteration under the Customer to the Customer has complied with its obligations in Clauses 4.10.1, 4.10.2 and/or 4.16 in respect of the Connection, Service Disconnection or Service Alteration in question.

## 4. THE CUSTOMER'S OBLIGATIONS

4.1 The Customer shall carry out the Works as a RPO and shall ensure that the Works carried out by the Customer are Fit for Purpose.

- 4.2 The Customer shall perform the duties (as may be amended from time to time) set out in this Agreement and the SCO Process as an RPO. In addition, and in respect of:
- 4.2.1 Service Disconnections and Service Alterations only, the Customer shall comply with NGN's technical requirements for Service Alterations and Service Disconnections detailed in NGN's procedural document entitled NGN/PR/SER9 "UIP Requirements for Service Alterations and Disconnections" and NGN's specification document entitled NGN/SP/SER/8 "Specification for Service Terminations". ;
- 4.2.2 Connections only, the Customer shall comply with NGN's technical requirements as set out in NGN's procedural document entitled NGN/PR/SER10 "UIP Requirements For The Labelling of Gas Services"; NGN/SP/NP/14/E "Specification For The Design Of System Extensions, Connections And Services To Below 7 Bar NGN Systems"; and NGN's specification document entitled NGN/SP/SER/8 "Specification for Service Terminations".
- 4.3 In relation to Connections, the Customer shall not be released from any obligation or liability arising from the Pre-Existing Contract and shall continue to comply with all such obligations.
- 4.4 The Customer shall at all times, and without prejudice to any other Clause in this Agreement or the Pre-Existing Contract (if applicable), immediately comply with any instruction, order or request for information liaison or co-operation, from the NGN Network Controller or NGN's Nominated Observer whether such instruction, order or request is given orally or in writing.
- 4.5 The Customer shall at all times comply with the SCO Process.
- 4.6 The Customer shall not be permitted to carry out any of the Works if, for any reason, a Competent Person is not on site throughout the construction of the Works on a full time basis.
- 4.7 The Customer shall not allow any person to carry out any Connection, Service Disconnection or Service Alteration activity relating to the Works unless a Customer Authorising Engineer or a Customer Competent Person has been registered by the NGN Responsible Engineer.
- 4.8 The Customer shall at all times comply with the obligations set out in Appendix 1.
- 4.9 The Customer shall provide the following prior notification to the NGN Network Controller of the proposed commencement dates for the following operations:-

- 4.9.1 equal to or less than sixty-three (63) mm low pressure Connection, ServiceDisconnection or a Service Alteration three (3) Working Days;
- 4.9.2 Routine Operations five (5) Working Days, with a copy of the draft RO;
- 4.9.3 Non-Routine Operations, without NGN system control involvement five (5)Working Days with a copy of the draft NRO;
- 4.9.4 Non-Routine Operations, with NGN system control involvement thirty (30) calendar days notice with a copy of the draft NRO;
- 4.10 The Customer shall provide NGN with:
  - 4.10.1 in relation to each Connection and Service Alteration, the completed pressure test certificate (such certificate to be in accordance with recognised gas industry standards) which must be available on site on the day of Connection or Service Alteration (as the case may be) prior to the Connection or Service Alteration (as the case may be) occurring and shall be included in the Completion File;
  - 4.10.2 in relation to each Connection, Service Disconnection and Service Alteration, the Certification File not less than three (3) Working Days prior to the Connection, Service Disconnection or Service Alteration (as the case may be) where the Connection, Service Disconnection or Service Alteration (as the case may be) relates to pipes not exceeding seventy five millibars (75mbar), or not less than five (5) Working Days prior to the Connection, Service Disconnection (as the case may be) where the Connection or Service Alteration (as the case may be) where the Connection or Service Alteration (as the case may be) where the Connection relates to pipes exceeding seventy five millibars (75mbar) but not exceeding seven (7) barg; and
  - 4.10.3 in relation to each Connection, Service Disconnection and Service Alteration, the Completion File within fifteen (15) Working Days of Substantial Completion of the Connection, Service Disconnection or Service Alteration (as the case may be).
- 4.11 The Customer shall procure all necessary permissions, rights and interests in and over any land required for the carrying out of the Works. This obligation will be in addition to any other obligation that the Customer may have in the Pre-Existing Contract.
- 4.12 The Customer shall submit to NGN a design submission (which complies with NGN's requirements for such design submissions, as such requirements may be notified to the Customer from time to time) in respect of each Connection, Service

Disconnection or Service Alteration (as the case may be). The Customer shall not carry out the Connection, Service Disconnection or Service Alteration (as the case may be) in question until NGN has provided in writing an Authorisation relating to such Connection, Service Disconnection or Service Alteration (as the case may be). Where NGN rejects the design submission in respect of a Connection, Service Disconnection or Service Alteration (as the case may be), it shall give its reasons for such rejection and the Customer shall amend the design submission accordingly and submit the amended design submission to NGN for approval in accordance with the foregoing. Any approval of, or comment on, a design submission by NGN shall not impose any obligations or liabilities on NGN and shall not relieve the Customer of its obligations under this Agreement or the Pre-Existing Contract.

- 4.13 If, as a result of any proposed Connection or Service Alteration, reinforcement of the NGN system is required in order to support the increased loads, NGN will provide a quotation to the Customer under the relevant terms and conditions in respect of such reinforcement works. The Customer will not commence the Connection or Service Alteration in question unless and until NGN has completed the necessary reinforcement works. For the avoidance of doubt, any such reinforcement works shall be performed by NGN under the relevant terms of the Quotation, and shall not be performed by the Customer under this Agreement.
- 4.14 Where the Works involve the connection, exchange or disconnection of a Supply Meter Installation, the Customer shall provide to NGN the notices required under the Gas Meters (Information on Connection and Service Disconnection) Regulations 1996 (or any amendment or replacement thereof), and shall otherwise comply with any obligations contained in such regulations.
- 4.15 In respect of each Service Disconnection, the Customer warrants that it is lawfully entitled to carry out the Service Disconnection, and is doing so at the request of the Consumer, the supplier of gas to the premises in question or some other Third Party who has a legal right to have the Service Disconnection carried out. The Customer acknowledges and agrees that NGN may rely on the accuracy of such declaration in granting the Authorisation. For the avoidance of doubt the Customer shall not be entitled to rely on NGN's rights of disconnection in performing any Service Disconnection Works.
- 4.16 The Customer shall, in respect of each Connection, comply with the provisions and requirements of the NGN procedural document entitled NGN/PM/DR/8, "The capture of pipe asset records by UIP/GT organisations vesting plant in NGN".
- 4.17 The Customer shall:-

- in so far as the Works are in a Highway, procure and comply with the appropriate streetworks licence;
- (b) where the Works involve connection of individual premises, ensure that all works are carried out with the consent of the owner of the premises;
- (c) ensure that the Works have been designed and constructed in full accordance and compliance with the Authorisation issued by NGN and all relevant statutory and other requirements;
- (d) ensure that the Works are fit for the proposed purpose of operation as part of NGN's System for the purpose described in the Authorisation; and
- (e) ensure that the Works are supervised by a suitably Competent Person.
- 4.18 The Customer shall indemnify and hold NGN 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 NGN'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 Clause 4.17.
- 4.19 The Customer shall indemnify and hold NGN 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 NGN's Network Code and statutory standards of service) arising out of or relating to any breach by the Customer of its obligations under the Pre-Existing Contract with regards to allocation and registration of a Supply Meter Point Reference Number.

#### 5. CONSIDERATION

The consideration for this Agreement is the benefit conferred on the Customer by NGN in allowing the Customer to carry out Connections, Service Disconnections and Service Alterations in respect of the NGN System as set out in this Agreement.

## 6. INSURANCE

6.1 The Customer shall effect and maintain employer's liability insurance for a minimum limit of five million pounds sterling (£5,000,000) per occurrence or series of occurrences arising from any one event or for a higher minimum limit as required to comply with current legislation.

- 6.2 The Customer or its contractor shall by such existing or new policies as he sees fit effect and maintain, in relation to each of the Works, for the period from the date of commencement of such Works until Completion thereof:
  - (i) "all risks" insurance against loss of or damage to the Works and/or materials for which the Customer is responsible under this Agreement and/or the Pre-Existing Contract (where applicable) for an amount not less than one million pound sterling (£1,000,000) per occurrence or series of occurrences arising from any one event; and
  - (ii) public liability insurance against legal liability for personal injury to any persons and loss or damage to property arising from or in connection with the Works not covered by employer's liability insurance under Clause 6.1 or by insurance against loss or damage to the Works and/or materials for an amount not less than ten million pound sterling (£10,000,000) per occurrence or series of occurrences arising from any one event.
- 6.3 The Customer shall procure that, in respect of all insurances required to be effected or maintained under Clause 6.2:
  - (i) the policy contains either:-
    - (a) a waiver of subrogation rights against NGN or any of its subcontractors that reflects the content of Clause 7; or
    - (b) an indemnity to principal clause that reflects the wording in Clause 7;
  - the carrying out of the Works be notified generally to insurers as is normally required by way of disclosure in procuring such insurances;
  - (iii) the policy extends to cover loss or damage which the Customer is responsible for making good under any provisions of this Agreement and/or the Pre-Existing Contract (where applicable) or which occurs while the Customer is making good defects in the Works pursuant to such provisions; and
  - (iv) the Customer will notify NGN within one (1) Working Day of termination, lapse or withdrawal of, or reduction of cover under, any insurance policy to which this Clause 6 relates.
- 6.4 NGN shall have the right to receive, on request, confirmation of the insurances required to be effected or maintained by the Customer under this Clause 6. The Customer shall, within seven calendar days of being requested to do so, provide NGN with a letter from the Customer's insurers or insurance brokers confirming that

the Customer has effected the insurances specified in this Clause 6 and that the Customer has paid in full the premiums relating to such insurances. Such letter shall also include a summary of the cover given by such insurances and any relevant exclusions from cover contained in such insurances.

- 6.5 All insurance's required to be effected or maintained by the Customer under this Clause 6 shall be with reputable insurers, to whom NGN has no reasonable objection, lawfully carrying on such insurance business in the United Kingdom, and upon customary and usual conditions prevailing for the time being in the insurance market.
- 6.6 In the event that the Customer fails to comply with its obligations under this Clause 6, NGN shall be entitled to:-
  - (a) withdraw permission for the Customer to proceed with any Connection, Service Disconnection or Service Alteration for which permission had previously been given by NGN; and
  - (b) refuse to grant permission to the Customer to proceed with any other Connection, Service Disconnection or Service Alteration under this Agreement;

until such time as the Customer has complied with its obligations in this Clause 6.

Where NGN does so withdraw permission, the Customer shall re-programme any Connection, Service Disconnection or Service Alteration for which permission had previously been given by NGN in co-ordination with NGN once the Customer has complied with its obligations in this Clause 6.

## 7. LIABILITIES

- 7.1 The Customer shall indemnify and hold NGN harmless from and against all claims and causes of action for loss of or damage to the real and personal property of the Customer, Consumer or any Third Party and injury to or death of the Customer or Consumer or their employees, directors, servants or agent arising out of or in connection with the Agreement except to the extent that such loss, damage, injury or death is attributable to the negligence of NGN, its contractors and its or their directors, officers and employees.
- 7.2 The Customer shall indemnify and hold NGN 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 NGN's Network Code and statutory standards of service) arising out of or relating to this Agreement in

connection with loss of or damage to the real or personal property of NGN, its contractors and its or their directors, officers and employees, except to the extent that such loss or damage is attributable to the negligence of NGN, its contractors and its or their directors, officers and employees.

- 7.3 NGN shall not be liable for any and all Consequential Loss of the Customer, Consumer or any Third Party. The Customer shall indemnify and hold NGN harmless from and against any and all Consequential Loss of the Customer, Consumer or any Third Party.
- 7.4 The Customer shall indemnify and hold NGN harmless from and against all claims and causes of action for any breach of any statutory approval, licence or regulation or any permission, right or interest in land granted to or held by NGN except to the extent that such breach is attributable to the negligence of NGN, its contractors and its or their directors, officers and employees.
- 7.5 Subject to Clause 7.6, the Customer's liability to NGN under Clauses 7.2 and 7.4 shall not exceed ten million pound sterling (£10,000,000) per occurrence or series of occurrences arising from any one event.
- 7.6 Clause 7.5 shall not apply where such 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 NGN's Network Code and statutory standards of service) arose as a result of, or was contributed to by, negligence on the part of the Customer, its contractors and its or their directors, officers and employees.
- 7.7 Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury resulting from the negligence of such Party.

## 8. TERMINATION

- 8.1 This Agreement shall continue unless and until:
- 8.1.1 either Party gives to the other not less than twenty eight (28) calendar days' notice in writing notifying of its wish to terminate the Agreement for convenience;
- 8.1.2 or the Agreement is terminated pursuant to clause 8.2;

whichever is the earlier.

8.2 NGN may terminate this Agreement:

- 8.2.1 forthwith, either orally or in writing, if NGN acting as a RPO considers there are circumstances which may lead to the endangerment of life or property. If such notice is given orally, NGN shall provide written confirmation of the termination within forty-eight (48) hours of such termination.
- 8.2.2 forthwith on written notice if the Customer goes into liquidation (either voluntary or compulsory) or if any administrator or administrative receiver shall be appointed in respect of the whole or any part of its assets; or if it shall make or offer to make any arrangement or composition for the benefit of creditors generally or if it shall become subject to a change in control as defined by Section 840 of the Income and Corporation Taxes Act 1988;
- 8.2.3 by giving seven (7) calendar days' prior notice in writing if the Customer does not comply with its obligations in respect of Clause 4 of this Agreement.
- 8.3 If the Agreement is terminated under any provision of this Clause 8, NGN shall be entitled to receive;
  - 8.3.1 any cost or expense reasonably incurred or for which NGN is liable and is unable lawfully or contractually to avoid or recover from a Third Party in connection with the completion of Works under this Agreement including, without limitation, forfeited deposit, cancellation fees and legal expenses; and
  - 8.3.2 any and all reasonable costs incurred or expended in the restoration and/or reinstatement of land or buildings and removal of plant apparatus and equipment which in the opinion of NGN is necessary as a result of the termination of the Agreement including, without limitation, environmental considerations and contractual commitments.
- 8.4 Without prejudice to Clause 14.1, NGN shall have the right (but not the obligation) to take all ownership in and rights over any partly completed Works after termination of this Agreement under this Clause 8. NGN shall advise the Customer when giving notice of termination pursuant to Clause 8.1.1 or Clause 8.2, or when the Customer gives notice of termination pursuant to Clause 8.1.1 of which partly completed Works (if any) NGN wishes to take all ownership in and rights over after termination of this Agreement.

### 9. COMPLETION

- 9.1 Substantial Completion of Works in progress shall be achieved prior to termination of this Agreement unless NGN has given its written consent for an extension of time and such extension shall be given at the sole discretion of NGN.
- 9.2 Completion of each of the Works shall be achieved as soon as the Customer has provided the information pursuant to Clause 4.10 in relation to such Works. Should Completion of Works not be achieved within seven (7) Working Days of Substantial Completion of the same Works, NGN shall be entitled to terminate in accordance with Clause 8.

### 10. CONFIDENTIALITY

- 10.1 The Customer shall keep confidential and shall not disclose to any Third Party any information provided by NGN in connection with the negotiation or performance of this Agreement, provided that this restriction shall 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 the Customer of its obligations under this Clause 10.1. Provided further that nothing in this Agreement 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 this Agreement. Provided further that in the event disclosure to any Third Party is necessary and permissible under this Clause, the Customer 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 Clause 10.1 as if a party thereto.
- 10.2 NGN shall keep confidential and shall not disclose to any Third Party any information provided by the Customer in connection with the negotiation or performance of this Agreement, provided that this restriction shall not apply to any information which at the time of the disclosure is in the public domain or thereafter becomes part of the public domain otherwise than as a consequence of a breach by NGN of its obligations under this Clause 10.2. Provided further that nothing in this Agreement shall prevent the disclosure of information to any government department or any governmental or regulatory agency having jurisdiction over NGN, 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 a this Agreement. Provided further that in the event disclosure

to any Third Party is necessary and permissible under this Clause, NGN 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 Clause 10.2 as if a party thereto.

### 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Customer hereby assigns or agrees to assign to NGN, with full title guarantee, all rights in and to any Intellectual Property created or which will be created and arising from and/or in each of the Works for the full duration of such rights, wherever in the world enforceable, and shall procure such an assignment from any employee of the Customer and any Third Party engaged in each of the Works.
- 11.2 The Customer agrees to (in the case of any employee or Third Party it shall engage in the Works to procure that they shall) execute all further documents and assignments and do all such further things as being necessary to perfect NGN's title to the Intellectual Property in each of the Works or to register NGN as owner of registrable rights.
- 11.3 The Customer agrees that the assignment of rights under this Clause 11 shall in no way impose upon NGN an obligation to protect, enforce, exploit or make use of any such rights.
- 11.4 To the full extent permissible by the applicable laws, the Customer shall procure waivers of moral rights arising as a result of each of the Works from any employee or Third Party it shall engage in the Works.
- 11.5 For the avoidance of doubt NGN shall have the right to sub-licence, assign and otherwise transfer its rights under Clause 11.1.
- 11.6 The Customer shall refrain from any action prejudicial to the subsistence of Intellectual Property created or arising from each of the Works and from action prejudicial to the assignments in Clause 11.1.

### 12. EMERGENCIES

- 12.1 In the event of an emergency situation arising in relation to any of the Works or any part thereof at any time, the Customer shall, notwithstanding any other Clause in this Agreement or the Pre-Existing Contract carry out the following actions:
- 12.1.1 cease all Works immediately (and if an NGN Nominated Observer is in attendance at the Site at the time of the emergency situation arising the Customer shall immediately pass over all control over such Works to the NGN Nominated Observer and shall

provide all assistance to and shall follow all instructions that may be given by the NGN Nominated Observer);

- 12.1.2 immediately thereafter notify the National Gas Emergency Helpline of the emergency situation and follow all instructions and directions (whether oral or written) given by the call attendants at the National Gas Emergency Helpline;
- 12.1.3 immediately thereafter notify the Network Controller of the emergency situation and the Customer shall provide such details and assistance as the Network Controller shall request; and
- 12.1.4 pass over all control over such Works to the NGN emergency response team personnel at such time as they arrive at Site (unless the Customer has already passed over control over the Works to the NGN Nominated Observer in accordance with clause 12.1.1) and provide all such assistance to the NGN emergency response team personnel as they may require.

At all times during an emergency situation the Customer shall take all action, as an RPO, to safeguard life and property, and shall ensure that its employees, servants or agents remain on site at the disposal of the NGN Nominated Observer and / or the NGN emergency response team personnel until released by the NGN Nominated Observer and / or the NGN emergency response team personnel.

#### 13. THE CUSTOMER'S WARRANTIES

- 13.1 The Customer warrants that each of the Works (including all materials and Equipment) shall be free from defects for a period of two (2) years from Completion of such Works.
- 13.2 The Customer warrants that on Completion, each of the Works shall have been designed and constructed in accordance with the parameters agreed with NGN.
- 13.3 The Customer warrants that on Completion of the relevant Works, any permanent reinstatement conducted in any Highway or , shall be free from defects for a period of two (2) years, or in the case of excavations deeper than 1.5 metres, three (3) years from Completion of the relevant Works.
- 13.4 The Customer warrants that it has entered into this Agreement on its own behalf.

#### 14. OWNERSHIP

- 14.1 NGN shall take ownership of the Equipment upon Completion of the relevant Works.
- 14.2 The extent of the Equipment upon which NGN shall take ownership of shall be agreed between the Parties prior to Substantial Completion of the relevant Works and are to be based upon the scope of the Customer's design application for the Connection, Service Disconnection or Service Alteration (as the case may be) set out in the Customer's request to be permitted to carry out the Works. Should no agreement be reached, the NGN Responsible Engineer shall determine the extent of the Works that shall pass into NGN's ownership.
- 14.3 In consideration of NGN taking ownership of the Works as set out in Clause 14.1, the Customer confirms that on Completion of the Works:
  - (a) full ownership of the Works and the Ancillary Rights relating thereto will transfer to NGN; 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 Works and the Ancillary Rights relating thereto to NGN.
- 14.4 The Customer shall indemnify and hold NGN 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 NGN'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 NGN on Completion of the Works.

## 15. ASSIGNMENT

The Assignment of this Agreement is prohibited. The Customer acknowledges that the Operator has been appointed as the agent of NGN to administer, manage and deliver (where relevant) the obligations of NGN under this Agreement for and on behalf of NGN.

### 16. WAIVER AND MODIFICATION

16.1 None of the provisions of this Agreement 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 Agreement unless expressly set forth in such waiver.

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

# 17. SERVICE OF NOTICES

Any notice required to be served under this Agreement by NGN or the Customer shall be sufficiently served if sent by prepaid first class post or facsimile transmission to the address shown in the request for Authorisation, or the Order or the Quotation respectively, provided that facsimile transmissions shall be confirmed by prepaid post or other appropriate means.

## 18. SURVIVAL

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

### **19. THIRD PARTY RIGHTS**

Subject to any rights which may accrue to any successor or permitted assign of the Parties, no provision of this Agreement shall or may be construed as creating any rights enforceable by a Third Party and all third party rights as may be implied by law are hereby excluded to the fullest extent permitted by law from this Agreement.

### 20. GOVERNING LAW

This Agreement 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.

**IN WITNESS WHEREOF** the duly authorised representatives of Northern Gas Networks Limited and the Customer have executed this Agreement the day and year first before written

Signed for a	and on behalf of	Signed for and on behalf of	
Northern G	as Networks Limited	[ XX	1
Signature:		Signature:	
Name:		Name:	
Position:		Position:	
In the presence of:		In the presence of:	
Signature:		Signature:	
Name:		Name:	
Position:		Position:	

### **APPENDIX 1 - THE WORKS**

Parts A of this Appendix 1 applies in respect of Connections. Part B of this Appendix 1 applies in respect of Service Disconnections. Part C of this Appendix 1 applies in respect of Service Alterations.

## PART A

Where the Pre-Existing Contract incorporates NGN's General Conditions of Contract for Self Lay Pipe (System) not exceeding 2,196,000 kWh, or NGN's Authorisation and Connection Conditions for New Self Lay Pipes above 2,196,000 kWh up to 7 bar, the following shall apply:-

- 1. Each of the Works shall comprise the following:-
  - 1.1 the design of the Connection so as to be capable of meeting the capacity and pressure requirements of such Works at the time of Commissioning;
  - 1.2 the procurement of all items and materials that are to be incorporated into the Connection;
  - 1.3 the provision, installation and testing of the Connection such that it meets the criteria set out in paragraph 1.1;
  - 1.4 any variation to such Works agreed in writing by the Parties;
- 2. Each of the Works shall include (where necessary):
  - 2.1 the design, procurement or installation of the Supply Meter Installation or the Meter Housing;
  - 2.2 making good cosmetic surfaces, plasterwork and decoration;
  - 2.3 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);
  - 2.4 the commissioning of any Supply Meter Installation or the provision of gas for that activity;
  - 2.5 the excavation, backfill and temporary or permanent reinstatement of any trench required in connection with the Works whether in a Highway, on Site or at any other location whatsoever;
  - 2.6 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 NGN upstream of the Connection in the course of the Connection.

### PART B

In respect of Service Disconnections, the following shall apply:-

- 1. Each of the Works shall comprise the following:-
  - 1.1 the design of the Service Disconnection so as to be capable of meeting the capacity and pressure requirements of such Works at the time of Commissioning;
  - 1.2 the procurement of all items and materials that are to be utilised in or incorporated into the Service Disconnection;
  - 1.3 the provision, installation and testing of the Service Disconnection such that it meets the criteria set out in paragraph 1.1;
  - 1.4 any variation to such Works agreed in writing by the Parties;
- 2. Each of the Works shall include (where necessary):
  - 2.1 the removal of the Supply Meter Installation or the Meter Housing;
  - 2.2 making good cosmetic surfaces, plasterwork and decoration;
  - 2.3 the excavation, backfill and temporary or permanent reinstatement of any trench required for carrying out a Service Disconnection in respect of the Works whether in a Highway, on Site or at any other location whatsoever.

#### PART C

In respect of Service Alterations, the following shall apply:-

- 1. Each of the Works shall comprise the following:-
  - 1.1 the design of the Service Alteration so as to be capable of meeting the capacity and pressure requirements of such Works at the time of Commissioning;
  - 1.2 the procurement of all items and materials that are to be incorporated into the Service Alteration;
  - 1.3 the provision, installation and testing of the Service Alteration such that it meets the criteria set out in paragraph 1.1;
  - 1.4 any variation to such Works agreed in writing by the Parties;
- 2. Each of the Works shall include (where necessary):

- 2.1 the design, procurement or installation of the Supply Meter Installation or the Meter Housing (if necessary);
- 2.2 making good cosmetic surfaces, plasterwork and decoration;
- 2.3 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);
- 2.4 the commissioning of any Supply Meter Installation or the provision of gas for that activity;
- 2.5 the excavation, backfill and temporary or permanent reinstatement of any trench required in carrying out a Service Alteration in respect of the Works whether in a Highway, on Site or at any other location whatsoever;
- 2.6 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 NGN upstream of the Service Alteration in the course of the Service Alteration.

# **APPENDIX 2 - INFORMATION TO BE PROVIDED BY CUSTOMER**

## **Certification File:**

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

- Completed pressure test certification for pipe to be adopted by NGN (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 below ground pipe)
- GL/5 documentation (Where applicable)
- Variations from validated submission

Note that these contents may be amended from time to time in accordance with NGN's procedural document entitled NGN/PM/AV/1 "Management Procedure for The Assessment and Validation of Data and Information Provided by Utility Infrastructure Providers for new Mains and Services (Including Service Alterations and Disconnections) Below 7 Bar to be Adopted by NGN". Additional contents may be required and shall be notified to the Customer at least 7 calendar days prior to Substantial Completion.

#### **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) \*\*
- Relevant Supply Meter Point Reference Number(s) (MPRN)

Note that these contents may be amended from time to time in accordance with NGN's procedural document entitled NGN/PM/AV/1 "Management Procedure for The Assessment and Validation of Data and Information Provided by Utility Infrastructure Providers for new Mains and Services (Including Service Alterations and Disconnections) Below 7 Bar to be Adopted by NGN". Additional contents may be required and shall be notified to the Customer at least 7 calendar days prior to Substantial Competition.

NB: Items marked \*\* are only required where applicable