

# Terms and conditions for the alteration of a service pipe and/or meter installation

The contract (the 'Contract') is made on receipt by Northern Gas Networks Limited ('Northern Gas Networks') of (i) an acceptance (the 'Acceptance') from the customer (the 'Customer') of a quotation from Northern Gas Networks for the alteration of the position of a service pipe and/or a meter installation (the 'Quotation'), and (ii) payment in full for the Works (as defined below). The contract shall comprise the Quotation, the Acceptance and the following terms and conditions.

## 1. THE WORKS

- 1.1 Subject to the terms and conditions set out below, Northern Gas Networks 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');
- Alter the location of the service pipe to the premises specified in the Quotation (the 'Premises') and commission the altered service pipe; and / or
  - Remove and re-fix the meter installation at the Premises, provided that the existing meter installation at the Premises is suitable for re-fixing at the proposed location; and / or
  - Where Northern Gas Networks has re-fixed the meter installation, cap meter outlet or re-connect meter outlet to existing installation pipework at the Premises, provided that 2 metres or less of copper pipe are required to effect the re-connection; and / or
  - supply and fit a meter box (other than a built-in cavity meter box) at the premises if required; and / or
  - the permanent reinstatement of drives, paths and other surfaces disturbed during the works; and
  - Carry out any other works included in the Quotation; and
  - 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:
- When the Works involve the removing and re-fixing of a meter installation at the Premises and the Customer wishes to have a built in cavity meter box fitted, the fitting of a built-in cavity meter box must be carried out by the Customer prior to the commencement of the Works;
  - re-fixing of the meter installation where the existing meter installation at the premises is not suitable for re-fixing at the proposed location;
  - capping of the meter outlet or re-connecting the meter outlet to existing installation pipework where Northern Gas Networks has not re-fixed the meter installation;
  - the matching of any permanent reinstatement of drives, paths and other surfaces to the existing surface, colour or materials;
  - the reinstatement of fences, walls, landscaping, drainage or special surface finishes of any kind;
  - any work (including cross bonding) on the outlet side of the meter, other than as specified in clause 1.1 (c) above; and
  - the making good of plasterwork, cosmetic surfaces, decorative finishes and the like other than damage caused by negligent or defective workmanship of Northern Gas Networks which shall be made good by Northern Gas Networks at no additional cost to the Customer

## 3. LIABILITIES

- 3.1 Notwithstanding any other provision in this Contract, Northern Gas Networks accepts all liability if something Northern Gas Networks 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 Northern Gas Networks, Northern Gas Networks liability shall, subject to clause 3.4, be limited to an amount not exceeding the amount payable by the customer under clause 6.1 less any amount paid by Northern Gas Networks 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 Northern Gas Networks 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 Northern Gas Networks breach of the Contract or Northern Gas Networks negligence or otherwise.

## 4. TIMESCALES

- 4.1 Northern Gas Networks shall;
- advise the Customer, within 7 working days of (i) receipt of the Customer's Acceptance or (ii) any site visit (if deemed necessary by Northern Gas Networks) or (iii) the acceptance of the Customer of any variation in accordance with clause 6.1 below (whichever is later), of the proposed commencement date of the works.
  - use reasonable endeavours to complete the Works by the date specified in the Customer Quotation
  - carry out the Works on Northern Gas Networks normal working days between the hours of 08.00 and 17.00;
  - give the Customer at least 2 days prior notice of the proposed commencement date or any amended commencement date of the Works; and
  - having commenced the Works, complete the Works without undue delay (normally within 2 days) 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 Northern Gas Networks terminates the Contract pursuant to this clause 4.1 (e), Northern Gas Networks shall refund the Customer all payments made by the Customer under this Contract.

## 5. INFORMATION AND ACCESS

- 5.1 The Customer shall:
- provide accurate information in its request or a Quotation and in the Acceptance;
  - obtain any necessary consents for the service pipe to cross land or property not belonging to the Customer (other than public highways). Northern Gas Networks will on request provide without charge an acceptable form of consent. In carrying out the Works, Northern Gas Networks shall be entitled to rely upon the Customer's confirmation that such consents have been obtained;
  - provide access as necessary to the Premises and third party property for the works; and ensure that any built-in cavity meter box has been fully installed prior to commencement of the Works if the Customer has indicated to Northern Gas Networks that the Customer wishes to have a built-in cavity meter box.

## 5.2 Northern Gas Networks will assume:

- that, where the Works involve the alteration of the existing service pipe to the Premises, the existing service pipe to the Premises does not cross third party land (other than a public highway) and that the altered route of the service pipe to the Premises will not cross third party land (other than a public highway)
  - that, where the Works involve the alteration of the existing service pipe to the Premises, the altered 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 location of the existing service pipe (immediately prior to the point of alteration) to the termination point of the altered service pipe.
  - that, unless the Customer indicates to the contrary, the Premises does not form part of multi-storey property;
  - that the Works do not form part of a request for an increased load;
  - in the event that the Customer indicates to Northern Gas Networks that it will carry out the excavation works itself prior to Northern Gas Networks arriving at the Premises, that such excavations works will be carried out in accordance with the Quotation;
  - that the new location of the meter (if any) as requested by the Customer complies with all relevant laws and regulations; and
  - that the existing meter installation at the premises is suitable for the re-fixing at the proposed location
- 5.3 Upon arrival at the Premises, Northern Gas Networks 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 Northern Gas Networks attention at the time of submitting the Acceptance, then Northern Gas Networks 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 Northern Gas Networks 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 (d), then Northern Gas Networks 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 Northern Gas Networks 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 Northern Gas Networks) or an inspection pursuant to clause 5.3, Northern Gas Networks 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. Any variations to the Contract offered by Northern Gas Networks will only be open for acceptance for a maximum of 30 days from the date the variations were offered.

## 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:
- an event which is not reasonably foreseeable; or
  - the Customer altering the requirements this it originally set out in its request for a Quotation or in the Acceptance; or
  - Incorrect or incomplete information provided by the Customer then Northern Gas Networks shall be entitled to make additional charges ('Additional Charges') to the Customer in respect of the Additional Work. Northern Gas Networks shall explain to the Customer the purpose and context of the Additional Work. The Customer must make payment for the additional Charges within 30 days of the date of the invoice. In the event that the Customer fails to agree to the Additional Charges, Northern Gas Networks 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

## 8. TERMINATION

- 8.1 The Customer may terminate this Contract at any time by giving at least one full working days' notice but must pay to Northern Gas Networks all costs (including VAT when applicable) reasonably incurred by Northern Gas Networks directly and foreseeably up to or as a result of the Customer's termination except where the Contract is terminated pursuant to Northern Gas Networks breach of the Contract.
- 8.2 Northern Gas Networks may terminate the contract immediately if the information given by the Customer is incorrect and significantly affects the Quotation. Northern Gas Networks will refund to the Customer any part of the payments made which has not been expended or committed to the Works at the time of termination.
- 8.3 Northern Gas Networks Limited may terminate any Contract by giving five (5) working days' notice in writing if substantial completion of all the works (including those of the works compromised in stages which have not commenced) has not occurred within two hundred and seventy (270) calendar days (or such longer period as may have been agreed by the parties in writing) of the date of the quotation (unless due to Northern Gas Networks breach of its obligations under the contract)

## 9. USE OF CONTRACTORS

- 9.1 Northern Gas Networks is entitled to sub-contract the whole or any part of the Works

## 10. WARRANTY

- 10.1 Northern Gas Networks 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 Works.

## 11. OWNERSHIP OF SERVICE PIPE

- 11.1 The altered service pipe shall at all times belong to Northern Gas Networks.

## 12. CONFLICT, NOTICES AND JURISDICTION

- 12.1 In the event of any conflict or any ambiguity between the Quotation and these terms and conditions, these terms and conditions shall take precedence.
- 12.2 Any notice must be served by pre-paid post or fax at the relevant Northern Gas Networks or Customer address shown on the Quotation
- 12.3 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 Scottish Courts where the Works are carried out in Scotland