

Amendments to standard terms and conditions for use with National Grid's below 7 barg T&C's to be incorporated where a quotation is provided via the Internet

14/10/2008

SPECIAL TERMS

The following terms in the Siteworks Terms shall be amended as follows:

1) Clause 1.1 definition of Contract:

“ **Contract** shall have the meaning given Clause 2.2;“

shall be deleted and replaced with:

“ **Contract** shall mean the following documents:

(i) Special Terms;

(ii) National Grid's privacy policy <http://www.nationalgrid.com/corporate/legal/privacy/>;

(iii) National Grid's web site terms and conditions <http://www.nationalgrid.com/corporate/legal/tandc.htm>;

(iv) Siteworks Terms for Below 7 Barg Infrastructure Works as amended by Schedule 1; together with the process and documents at clause 2.2 of the Sitework Terms.”

2) The following shall be added in as a new sub-clause 13.1(m):

13.1 (m) Where a quotation has been provided by National Grid through its web portal, over the Internet, then at any time up to seven Working Days after Acceptance by Customer of the Order, National Grid may terminate the Order by written notice to the Customer if any of the following apply:

(a) the Premises cannot be connected to a relevant gas main belonging to National Grid, and operating at a pressure of 2barg or less by laying 23 metres or less of pipe.

(b) the job meets the definition of “Sufficiently Complex “, as defined in Condition 4B of the Methodology Statement as published by National Grid on its website, at the time the quotation was given.

(c) if National Grid is entitled to recover a contribution from the Customer towards the cost of laying the relevant main pursuant to the Gas Connections (Charges) Regulations 2001.

3) The Customer consents to any payment related details, including credit card information, being sent by National Grid's payment card processor to the United States of America for verification and processing purposes