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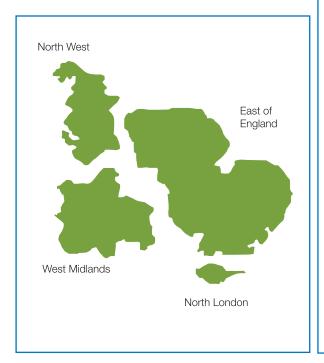
What we do

At National Grid our job is to connect people to the energy they use. Our Gas Distribution business owns and operates four networks. These networks distribute gas to around 11 million businesses, schools and homes in the East of England, London, North West and the West Midlands.

We lay the pipe that connects your property to our gas network and we keep it working properly. We lay new services, move and alter existing services and disconnect services when you no longer need them.

Our Gas Customer Ordered Sales Department can help connect the gas supply to your property, move your meter, or remove your gas supply. We can also repair your existing meter box or provide spare parts.

Although we provide the pipes for you to get gas, gas suppliers own and supply the gas.





(2)

Our charges

2a Standard charging

We believe a standard approach allows us to provide a more efficient service. As a regulated organisation, our charges need to reflect the costs that we reasonably expect to pay for the type of job you are asking for. This is in line with our published method for charging, approved by our regulator, Ofgem (the Office of Gas and Electricity Markets).

We work out standard charges to reflect the average cost of the type and size of the work you ask for. Although the actual work content of a particular job may vary, using standard charging helps to keep customer costs low since we can avoid individual design costs for similar jobs.

Our standard charges cover these typical services.

- Getting a skilled, fully equipped team to and from the site.
- Labour, including any digging needed.
- Reinstatement or other techniques (for example, moling – a method of laying pipes underground without digging a trench) on the land along the route of the existing gas pipe.
- Materials.
- Overheads (both general business and administration costs) to process your order and complete your work to regulatory standards.

2b Payment

We ask you to send full payment with your acceptance of the quotation to avoid any delays in planning the work we'll do for you, buying materials and committing resources for the work. This also allows us to keep charges competitive.

2c Permission from the highways authority and lane rental schemes Permission from the highways authority

When we provide a new gas connection, disconnect a service or alter an existing service, we usually need to dig in a public street or footpath maintained by the local highways authority.

In the past, except where we needed to close a road, suspend a parking bay or where the highways authority had just resurfaced the road, we could carry out our work just by giving notice. This is changing as more highways authorities bring in permit schemes. This means we have to get a permit before we can start any work.

There is normally a charge for applying for a permit or asking for one to be varied. The amount of the charge is set by the local highways authority.

Where necessary, we'll serve the notices or apply for the permits. The cost will appear as a separate item on your quotation. If you make any changes to the work after we've been given a permit and we need to reapply or ask for a permit variation, we may charge you for the extra costs.

Lane rental schemes

On some major transport routes in London, local traffic authorities are trialling 'lane rental schemes'. Where these schemes are being used, we not only have to get a permit, we also have to pay a fixed cost for each day we work in the street.

As the highways authority can place conditions around how we do the work, it is not possible for us to know beforehand what the final costs will be. If your work is in a street covered by a lane rental scheme, you will see the cost is marked as an estimate on the quotation.

You will have to pay the estimated cost when you pay for the work, but we may need to make adjustments to the lane rental charge, either during the work or after we complete it. There is a cap on how much extra we can charge – please see the payment section in our terms and conditions for more information.

You have to pay Value Added Tax (VAT) on any streetworks scheme charges at the same rate that applies to the job itself.

If you ask to change the date work is carried out – If you ask us to change your planned date and we need to get a new or revised permit from the highways authority or have to pay further lane rental charges, we'll need you to pay those extra costs plus VAT, when you ask for the new date.

Accurate information – It's really important for us to have accurate and up-to-date information to be able to carry out your work. Let us know if there are any changes to your initial application as this may result in changes to the streetworks charge in your quotation.

(3) Help with paying

We offer help in paying our charges if you qualify. We're currently operating an Affordable Warmth scheme to provide eligible customers with a voucher toward the cost of their new gas connection. These are the conditions to qualify which are set by Ofgem:

- You live in one of the top 20% most deprived areas in England.
- You spend more than 10% of your disposable income to heat your property to an adequate level.
- You receive certain income-related benefits.
- You are aged 70 years or over.

If you live within one of the top 20% of the most deprived areas, our online and manual application process uses the postcode of your address to automatically apply the voucher to the cost of your quotation.

In most cases, the voucher will cover the full cost of providing you with a new gas service pipe. We'll say on our quotation if you are responsible for any charges.

You cannot get the voucher if you live in a newly built property, a property conversion or a redevelopment. If you believe you qualify under any of the other qualifying conditions above, please contact our partner, Affordable Warmth Solutions.

Phone: **0121 623 2052** or visit **www.affordablewarmthsolutions.org.uk**

If we find that you qualify but you have already paid for your connection, we will refund your payment.

4

Our assumptions

Your quotation depends on the following assumptions.

4a Standard conditions

You must meet all of the following conditions for you to be eligible for a standard charge.

- The new connection must be for an individual property within 23 metres of one of our relevant mains, which needs only a standard domestic load (at a pressure equal to or less than 2 barg), with no engineering difficulties or other obstacles that would result in more than 23 metres of pipe being laid to the property boundary.
- No more than 40 metres of service pipe must be laid on land you own or occupy.
- You must be using (or planning to use) the property mainly or totally for domestic purposes (and it must be separate from a commercial premises).
- The individual property must not form part of a multiple development, or the individual property must form part of a multiple development where we can identify each person who owns or occupies each property.
- The meter point must be no more than three metres above the ground surface level outside.
- You or your agent must own or occupy the property.
- There must not already be a gas supply to the property.
- The property must not be within a 'live' infill scheme

 this is where we already have work in progress to
 introduce gas mains and services to an area that
 did not previously have gas.

Any individual property meeting the above conditions is eligible. If you cannot meet these conditions, we'll give you a bespoke quotation for new connection work that you need. We do charge to produce a bespoke quotation.

4b Meter size and working out the load

You need to provide accurate and correct supply loadings.

A Gas Safe registered gas installer will be able to advise you on this. For details about registered gas installers, visit the Gas Safe Register website: www.gassaferegister.co.uk

4c Permission from the owner

If you don't own the property, you must get permission from the owner before we can carry out the work. The owner of the property must give their permission before we can carry out works.

4d Permission from the landowner

We cannot lay the pipe within someone else's land without their written permission or the private road owner's permission (if the highways authority does not own the road).

To download a consent form, please visit www2.nationalgrid.com/uk/services/gas-distribution-connections/.

- 1. From the options on the left hand side of the screen, select your chosen work type.
- 2. Next, select the 'Help' option for your chosen work type.
- 3. Select the consent form and download.

If you would prefer us to post you a consent form, please call 0870 903 9999 or email us at: gasconnections@asknationalgrid.com.

Easements

An easement is legal permission from the owner of any land that you or the highways authority does not own.

If we decide that you need an easement before we can carry out the work, we'll negotiate with the landowner and add any related costs to your quotation. The negotiations for an easement can prolong the time taken to complete the works.

4e Changes to the quotation

The offer we are making is based on the assumptions set out above. If any of our assumptions is not correct, please tell us as soon as possible so we can give you a fresh quotation and reduce, as far as possible, any delay to carrying out the work. If, before the work starts or at any time during the work, we find that any assumption is not correct, we may change the quotation or withdraw it.

If we decide that we need to change the quotation, we will give you a new quote which you must agree to in writing before we can start or continue the work. If we cannot agree a new quote with you, we will end the contract and charge you for any work we've already carried out. We'll refund any extra money you've paid.

(5)

Your responsibilities

Please make sure the following apply on the day of your appointment to avoid any unnecessary delays.

- The site is clear (no scaffolding, skips or other obstructions).
- A trench has been dug and if you need to backfill, ducting is provided
- The site is ready (a suitable wall has been built for the meter and meter housing to be fitted).
- You can provide access to the property when we arrive.
- There is somebody at the property to agree changes.

5a Digging work

If you choose the self-excavation option, you are responsible for arranging to carry out the work.

The trench you dig must be for the full length of the new service pipe route from the boundary of your property to the position of the meter.

You are responsible for making sure the digging work and any associated work meets the 'Guidance for groundwork' set out in the following points.

- Underground services, particularly gas and electricity can be dangerous. Damage resulting from digging or incorrect reinstatement can lead to injury or even death.
- You must make sure that you keep to all relevant health-and-safety regulations and guidance including:
- HSE document HSG 47, Avoiding Danger from Underground Services;

- HSE document HSG 185, Health and Safety in Excavations;
- The Pipe Safety Regulations 1996 and Approved Code of Practice and Guidance; and
- Any reasonable advice or guidance given by our staff.

You can get the documents shown above from Her Majesty's Stationary Office (HMSO) outlets.

5b Trench and ducting guide

If you have chosen to carry out the digging work (for a reduced charge)

- You can only dig on your own property (private land).
- We will dig on any public highways, roads and footpaths.
- You cannot dig if you own a flat, maisonette or other shared residency buildings.
- The trench must be suitable and meet current laws.

General

Before digging, you will need to read and understand the safe digging practices in Health and Safety document HS (G) 47 Avoiding Danger from Underground Services.

You can download this document for free, or you can buy a hard copy from the HSE website http://www.hse.gov.uk/pubns/books/hsg47.htm or HSE Books, PO Box 1999, Sudbury, Suffolk, CO10 2WA. The guide is also available from other retailers. You must keep to all stated terms and conditions in the document.

The route for the service pipe

To get the discount, you must dig the full length of the supply route within your property boundary. If we need to dig any further to install the supply, we will charge you at the appropriate rate.

You are responsible for making sure that the excavation site is safe and offers adequate protection to any person who may have access to your property. We cannot accept responsibility for making sure the site is left in a safe condition for other property users.

Specification for the trench

- Dig the trench from the property wall at the point of the position for the new meter and end it at the edge of your property boundary.
- Do not lay the pipe indoors or underneath any building, including garages, sheds, porches, conservatories and so on.
- Make sure the pipe route is away from drains, manhole covers and other obstructions.
- Lay the pipe route in a straight line (if the nature of the work does not allow this, make any change of direction at right angles).
- Dig the trench to a depth of 425mm (17 inches) and between 200 and 300 mm wide (8 and 12 inches).
- Make sure the bottom of the trench is level and free from all sharp materials that may damage the service pipe. In any ground containing sharp stones, you will need to dig a further 75mm (3 inches) and fill this space with fine material, for example, sand or stone dust to lay the new pipe on.
- Do not use cement-based materials as a fill material around the pipe. You can find more information on fill materials and grading in BS (British Standard) EN 12620: 2002. The soil you have removed through digging must be at least 300mm (12 inches) away from the side of the trench.

- Lay gas pipes at least 300mm (12 inches) from electricity cables and 250mm (10 inches) from other utilities apparatus (for example, water, BT, TV cables, drains, and so on). These clearance distances apply along the entire length of the service pipe and must be taken into account when you are digging the trench.
- If you are using scaffolding or similar temporary structures, the trench must be as far away from any of the vertical supports to reduce, as far as possible, the risk of a collapse. Ideally, you should install ducting and reinstate the ground before putting up any scaffolding, see below.
- We will **not** work beneath any scaffold or similar temporary structures if the trench is too close to any vertical supports or if other personnel are working overhead.

Specification for backfilling and reinstating the trench

You are responsible for:

- backfilling the trench, compacting the material, levelling and reinstating the surface materials and removing any spare material;
- restoring the trench and any associated surfaces, such as driveways, paths, lawns, flowerbeds and specialist or ornate tiling and so on;
- installing a 'gas pipe below' warning tape at least 75mm above the crown (top) of the gas service pipe during the backfill process; and
- making sure you do not use any mechanical compaction equipment within 200mm (8 inches) of the crown of the gas service pipe. Compact the layers of backfill material by hand until you have achieved this depth of cover.

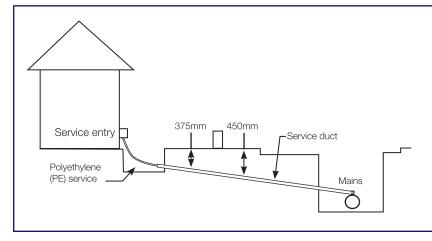
Specification for installing ducting (if this applies)

- Buy the ducting and install it yourself.
- You may use a pre-laid service duct PE service pipe laid outside the property. Under normal domestic situations this allows you to continue with any associated ground work before completing the service work. However, you will need to allow access for the service termination and connection points.
- The service ducting specification is currently BS 4962 'Specification for plastic pipes and fittings for use as sub soil field drains'. As a result, you need to overlay it with gas caution tape to allow it to be identified in the future. The duct should be perforated to allow for any potential gas to disperse and not track to a nearby property.

Installation requirements

- Use yellow service pipe ducting for domestic properties and gas marker tape. Install it at least 75mm above the duct over its entire length to avoid damage to gas pipes.
- Do not use PE (Polyethylene) gas or water pipes as a duct.
- Whenever possible, lay the ducting perpendicular (to maintain a predictable route) in a straight line to the meter position. Do not let it bend more than the allowed degrees shown in Table D8 and Figure D3.
- The inside diameter of the duct should be wide enough to allow the PE pipe to be inserted without damage.
- End the external ducting next to the service entry point, allowing at least one metre of ground which has been dug up to assemble the entry fittings.

- Leave the mains connection excavation open (whenever reasonably practical), with enough ducting to receive the service pipe.
- Check to make sure that the proposed finish levels, to allow the ducting and PE service, are at the correct depths. Give this information to the developer or builder.
- Lay the ducting on a prepared bed or soft ground and backfill the first 75mm with suitable or imported fine fill.
- To avoid injury to the engineers, insert a break in the ducting length about every 20 metres. This will cut down the resistance of pushing long lengths of piping through.



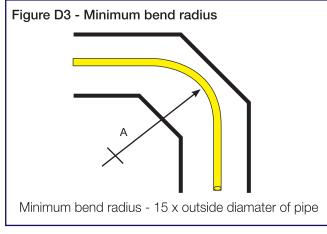
Pipe diameter	Minimum duct sizes	
25 -32 millimetres (mm)	60 millimetres (mm) for services	
63 millimetres (mm)	100 millimetres (mm) services and mains	
Table D7 - Minimum duct sizes		

You can buy PVC ducting around 200mm diameter from suppliers. However, it may be more practical to lay a length of PE pipe (for larger diameters) which is capped and has a positive air pressure to suit site conditions.

If you need to lay pipe or ducting around bends, follow Table D8 and D7 to make sure that you do not bend them more than the dimensions we allow.

Make sure that the PE pipe does not bend more than the minimum bend radius (15x external diameter) see table D8 and figure D3.

The minimum bend radii for pipes larger than 63mm diameter must not be more than 15 x diameter.



Pipe diameter	Minimum bend radius	
20 millimetres (mm)	0.3 metres (m)	
25 millimetres (mm)	0.4 metres (m)	
32 millimetres (mm)	0.5 metres (m)	
63 millimetres (mm)	0.1 metres (m)	
Table D8 - Minimum bend radius		

Access

You must provide access to sites and to our apparatus at all times. Please do not place any temporary structures (portakabins, portable toilets, silos and so on) or spoil heaps over our pipes as this may block access and cause too much loading on the pipes. For more advice, contact our gas plant protection team on 0800 688 588.

Crossing our apparatus

You cannot place heavy construction plant, equipment, materials or allow heavy vehicles to pass over our apparatus unless you use specially agreed protective measures (in other words, you build reinforced crossing points). This is particularly important if you're planning to reduce side support or ground cover around the pipes by removing the surrounding earth, as this could damage the newly laid pipe (or pipes).

For free downloads of our 'Safe Excavation' film and other safety publications, please visit

http://www.nationalgrid.com/dialbeforeyoudig.

5c Providing a built-in box or meter box

We include providing and installing a surface-mounted (bolt-on) or semi-concealed (ground box) in the cost of your quotation.

If you have chosen a built-in (wall recess) box, you'll need to buy and install it yourself before we start our work.

Install the base of this box between 500mm and 1000mm above the finished ground level and above the damp-proof course.

A built-in meter box is designed to fit in the cavity wall as an air-tight fit into the brick work. Do not secure it with any fixing screws (as shown on the information label within the box), as this could break the air-tight seal. If gas escapes, this could leak into your property. Incorrectly fitting this type of box (for example, using fixing screws) will result in a delay to the work until you install a replacement box.

If you need a built-in (wall recess) meter box, there are currently two products which are approved for use on our gas distribution network. See details of these products in the following table and contact the product manufacturers for more information about local stockists.

Product name	Built in meter box	"Built in" (flush fitted) gas meter box
Product code	MB4WH	G01024
Manufacturer	Hepworth Buidling Products	Mitras Composites (UK) Ltd
Phone	01282 683444	01782 375450
Fax	01282 683445	01782 522652
Email	compositsales@hepworth.co.uk	sales@mitras-compsites.co.uk
Website	www.hepworthcomposites.co.uk	www.meterboxes.co.uk

5d Plants

Please move or protect growing plants. We cannot replace any plants we accidentally damage while working.

5e Make sure somebody is on site while we're working

We'll need access to your property and in some situations we may need to agree changes while we're working. If you cannot be home, please authorise somebody else to agree changes on your behalf and avoid unnecessary delays.

We normally have to delay work when we cannot access the property and this can add to the cost of the work (for example, new permit charges).

5f Arranging a gas meter at your property

Before you can use gas at the property, a gas supplier will need to install a meter and connect your appliances. Here are some easy steps to get started.

Step 1

Get your meter point reference number (MPRN). We will provide this to you in writing after we have agreed your start date for the work to begin.

Step 2

Choose a gas supplier (the company you'll pay your bills to). You can find a list of gas suppliers at **www.adviceguide.org.uk** – select your region, enter 'gas supplier' in the search box, and follow the link to 'Choosing a gas or electricity supplier'; or, phone: **0845 404 0506**.

Step 3

Arrange a meter installation with your chosen gas supplier for after the service works are completed.

Step 4

Arrange to connect your appliances with either your chosen gas supplier or a Gas Safe registered engineer. You can find a list of local engineers at

www.gassaferegister.co.uk or by calling 0800 408 5500

6 The time needed to carry out the work

Although we always aim to keep delays to a minimum, it can take six to eight weeks from when you accept our quotation and send your payment before we can start work. This is because of the planning and permission we need. In some cases (for example, if we have to arrange to close a road) it can take longer. Please bear these timescales in mind.

7) Reinstatement and specialist surfaces

At the end of the job, we'll arrange for a separate team to fill in holes and tidy up after any digging work (if you have asked for this and paid for it). We'll complete this work within five working days of your gas supply. We'll finish top surfaces with tarmac, concrete, or with your existing slabs or bricks. However, we cannot guarantee the colour if any are broken during digging and need replacing. If you need any other top surface, you should arrange to dig the pipe route and refill the holes and top surface once we have finished the work on our pipes.

We cannot fully reinstate specialist surfaces, for example, mosaic tiles or coloured flagstones. In these cases, we recommend that you hire your own specialist contractor to replace the final surface.

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The small print

If you accept this quotation, you also accept the assumptions shown in it and the terms and conditions stated as follows:

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

September 2013 (version 9)

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

The Contract shall comprise of the Quotation and accompanying "everything you need to know about your quotation" booklet, the Acceptance and the following terms and conditions.

1. THE WORKS

- 1.1 Subject to the terms and conditions set out below, National Grid 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 National Grid's 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 National Grid 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 National Grid which shall be made good by National Grid at no additional cost to the Customer.

3. LIABILITIES

- 3.1 Notwithstanding any other provision in this Contract, National Grid accepts all liability if something National Grid 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 National Grid, National Grid'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 National Grid 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 National Grid 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 National Grid's breach of the Contract or National Grid's negligence or otherwise.

4. TIME SCALES

- 4.1 National Grid shall:
- (a) advise the Customer, following (i) receipt of the Acceptance or (ii) any survey (if deemed necessary by National Grid) 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 National Grid'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 National Grid terminates the Contract pursuant to this clause 4.1(d), National Grid 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). National Grid will on request provide without charge an acceptable standard form of consent. In carrying out the Works, National Grid 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 National Grid that the Customer wishes to have a built-in cavity meter box.
- 5.2 National Grid 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 National Grid that it will carry out excavation works itself prior to National Grid arriving at the Premises, that such excavations works will be carried out in accordance with the Quotation; and
- (f) 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, National Grid 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 National Grid's attention at the time of submitting the Acceptance, then National Grid 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 National Grid 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 National Grid 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 National Grid 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 National Grid) or an inspection pursuant to clause 5.3, National Grid 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 National Grid shall be entitled to make additional charges ("Additional Charges") to the Customer in respect of the Additional Work. National Grid 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 National Grid (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, National Grid 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 National Grid 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 National Grid 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 National Grid is less than the estimated amount paid by the Customer, National Grid 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 National Grid all costs (including VAT when applicable) reasonably incurred by National Grid directly and foreseeable up to or as a result of the Customer's termination except where the Contract is terminated pursuant to National Grid's breach of the Contract.
- 8.2 National Grid may terminate the Contract:
- (a) immediately if the information given by the Customer is incorrect and significantly affects the Quotation. National Grid 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 six (6) months from the date of the quotation where the delay is not due to the fault or default of National Grid. Where National Grid 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 National Grid 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, National Grid 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 National Grid and operating at a pressure of 2barg 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 National Grid on its website, at the time the Quotation was given (see http://www.nationalgrid.com/uk/Gas/Charges/statements/ ConnectionCharges Distribution section, document "Gas Distribution Connection Standard Charges"; or.
- (c) If National Grid is entitled to recover a contribution towards the cost of laying the relevant gas main pursuant to the Gas Connections (Charges) Regulations 2002, see http://www.statutelaw.gov.uk/

9. USE OF CONTRACTORS

9.1 National Grid is entitled to sub-contract the whole or any part of the Works.

10. WARRANTY

10.1 National Grid 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 National Grid.

12. CONFLICT, NOTICES AND JURISDICTION

- 12.1 In the event of any conflict or ambiguity between the Quotation and these terms and conditions, these terms and conditions shall take precedence.
- 12.2 Any written notice must be served by prepaid post, fax or email to the relevant National Grid contact details shown on the Quotation or Customer contact details provided at the time of placing the Order.
- 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 the Scottish Courts where the Works are carried out in Scotland.

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 National Grid's Connections Business Rules and paying the Quotation Charge as set out in National Grid's Gas Distribution Connection Service Charges, published from time to time on the internet. National Grid 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. National Grid will provide a quotation within the time scales set out in National Grid's Connections Business Rules.

In the event that National Grid 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 Courts where the Works are carried out in Scotland.

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