

Southern New Supply

This contract (the 'Contract') is made on receipt by Southern Gas Networks plc, a Company incorporated under the Companies Act 1985 (Company No. 05167021) and having its registered office at St. Lawrence House, Station Approach, Horley, Surrey RH6 9HJ ('SGN') of (i) an acceptance (the 'Acceptance') from the customer (the 'Customer') of a quotation from SGN Connections Limited (acting as agent for SGN) for the installation of a new gas service pipe (the 'Quotation') and (ii) payment in full for the Works (as defined below) and any associated legal fees and outlays. The Contract shall comprise the Quotation, the Acceptance and the following terms and conditions.

1. THE WORKS

- 1.1. SGN shall carry out the works set out in the Quotation and (if applicable) as varied in accordance with Clause 5.1 below (the 'Works').
- 1.2. The Works shall include but are not limited to:
 - (a) design, install, test commission and connect to SGN's gas distribution network a service pipe suitable for the Site specified in the Quotation (the 'Site');
 - (b) supply and fit a meter box (other than a built-in cavity meter box) at the Site;
 - (c) carry out any other works included in the Quotation; and
 - (d) 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 SGN 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 SGN which shall be made good by SGN at no additional cost to the Customer.

3. INFORMATION AND ACCESS

- 3.1. The Customer shall:
 - (a) provide accurate information in its request for a quotation and in the Acceptance;
 - (b) provide access as necessary to the Site and third party property for the Works; and
 - (c) ensure that any built-in cavity meter box has been fully installed prior to commencement of the Works if the Customer has indicated to SGN that the Customer wishes to have a built-in cavity meter box.
- 3.2. SGN shall assume:
 - (a) that the service pipe will not cross third party land (other than a public highway) or if it does, that the appropriate consents have been obtained prior to commencement of the Works;
 - (b) no easement is required to carry out the Works;

- (c) 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 Site to an appropriate main immediately adjacent to those Site;
 - (d) that, unless the Customer indicates to the contrary, the Site does not form part of a multi-storey property;
 - (e) that the Works do not form part of a request for an increased load;
 - (f) in the event that the Customer indicates to SGN that it will carry out excavation works itself prior to SGN arriving at the Site, that such excavation works will be carried out in accordance with the Quotation; and
 - (g) the location of the termination of the service pipe as requested by the Customer complies with all relevant laws and regulations;
- 3.3. Upon arrival at the Site, SGN shall carry out an inspection to confirm, so far as practicable, that the assumptions set out in Clause 3.2 and the information provided by the Customer are correct before carrying out the Works. In the event that:
- (a) the Customer fails to comply with any part of Clause 3.1; or
 - (b) any one or more of the assumptions in Clause 3.2 are not correct and the Customer did not draw this to SGN's attention at the time of submitting the Acceptance;

then SGN shall be entitled to terminate the Contract immediately under Clause 14.4 and will refund the Customer any part of the payment made which has not been reasonably incurred by SGN in relation to the Works at the time of termination.

4. TIME SCALES

4.1. SGN shall:

- (a) complete the works within 60 Working Days (as defined in Clause 4.1(b) below) of receipt of the Acceptance and payment in full subject to:
 - (i) fulfilment of any legal requirements;
 - (ii) the inspection under Clause 3.3; and
 - (iii) and an Event Outside Of SGN's Control under Clause 15.

This lead time may vary due to workload and notices that SGN are required to give to the Highway Authority.

- (b) carry out the Works on SGN normal working days (Monday-Friday) between the hours of 08.00 and 17.00 ("Working Days"); unless otherwise arranged;
 - (c) give the Customer at least 2 days prior notice of the proposed commencement date or 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 Outside Of SGN's Control 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 SGN terminates the Contract pursuant to this Clause 4.1(d), SGN shall refund the Customer all payments made by the Customer under this Contract subject to the deduction of such liabilities as SGN has reasonably incurred as at the date of termination.
- 4.2. Where the completion of the Works is delayed by the Customer, any charges (including the cost of any additional permits) shall be deemed Additional Charges under Clause 5.2 and SGN shall be entitled to reasonably extend the period under Clause 4.1(a) within which the Works must be completed.

5. VARIATIONS

- 5.1. In the event that, following a site visit (if deemed necessary by SGN) or an inspection pursuant to Clause 3.3 SGN determine that that additional work is necessary to complete the Works ("Additional Work") due to:

- (a) an event which is not reasonably foreseeable;
- (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,

such variations shall be deemed to be Additional Work and the provisions of this Clause 5 shall apply.

- 5.2. SGN shall be entitled to make additional charges ('Additional Charges') to the Customer in respect of the Additional Work. SGN shall explain to the Customer the purpose and content of the Additional Works.
- 5.3. 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 SGN (plus VAT where applicable) incurred as a result of carrying out the Additional Work.
- 5.4. In the event that the Customer fails to make payment to SGN for the Additional Charges and return to SGN a signed variation acceptance form within 30 Working Days of receiving the variation acceptance form, SGN shall not be obliged to carry out the Additional Work.

6. PAYMENT

- 6.1. The Customer shall make payment (including VAT when applicable) in full with the Acceptance.
- 6.2. Where the customer requests a specialist contractor make good the driveway after works, this is to be paid for by the Customer.
- 6.3. SGN will only accept payment by cheque or debit or credit card using one of the following:
 - (a) Visa;
 - (b) Visa Electron;
 - (c) Mastercard;
 - (d) JCB cards; or
 - (e) Switch;
- 6.4. Payment for the Works is made upon submission of the signed Acceptance in advance of the Works being undertaken.

7. YOUR CONSUMER RIGHT OF CANCELLATION AND REFUND

This Clause 7 only applies if you are an individual consumer

- 7.1. If the Customer is a consumer, the Customer has a legal right to cancel a Contract (under the Consumer Protection (Distance Selling) Regulations 2000) during the period set out below in Clause 7.2. If the Customer decides that they no longer require SGN to undertake the Works, the Customer can notify SGN of their decision to cancel the Contract and receive a refund. The Customer can receive advice about their legal right to cancel the Contract under these regulations from their local Citizens' Advice Bureau or Trading Standards office.
- 7.2. The Customer's legal right to cancel a Contract starts for a 7 calendar day period from the day after the date of the Acceptance, which is when the Contract between the parties was formed.
- 7.3. Where the Works commence within 7 calendar days of the date of Acceptance, the Customer shall be entitled to cancel the Contract up until 17.00 on the day prior to the date the Works were due to commence.
- 7.4. To cancel a Contract, please contact SGN in writing by sending an e-mail to domesticsales@sgn.co.uk or by sending a letter to SGN Connections, St Lawrence House, Station Approach, Horley, Surrey RH6 9HJ or please contact SGN Customer Services telephone line 0845 070 1431. If the Customer sends their cancellation notice

to SGN by e-mail or by post, then the cancellation is effective from the date of the e-mail or letter sent to SGN. If the Customer notifies SGN of their cancellation by telephone, then the cancellation is effective from the date of the telephone call.

- 7.5. Where the Customer cancels the contract within the periods stated in Clauses 7.2 and 7.3 the Customer will receive a full refund of the price of the Works. SGN will process the refund due to the Customer as soon as possible and, in any case, within 30 calendar days of the day on which the Customer gave SGN notice of cancellation as described in Clause 7.3.
- 7.6. Where possible SGN shall refund the Customer by the same payment method used by the Customer to pay.

8. AUTHORITY

This Clause 8 only applies if you are a business

If the Customer is a business, the individual entering into the Contract on behalf of the Customer confirms that they have authority to bind the Customer into this Contract

9. SGN'S LIABILITIES TO INDIVIDUAL CUSTOMERS

This Clause 9 only applies if you are an individual

- 9.1. If SGN fails to satisfy its obligations under this Contract, then subject to Clause 9.4 SGN is responsible for loss or damage suffered by the Customer that is a foreseeable result of SGN's breach of this Contract or SGN's negligence. For the avoidance of doubt loss or damage is foreseeable if they were an obvious consequence of SGN's breach or if they were contemplated by the Customer and SGN at the time we entered into the Contract.
- 9.2. SGN only supply the Works for domestic and private use. The Customer agrees not to use the product for any commercial, business or re-sale purposes, and SGN has no liability to the Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.3. Nothing in this Contract limits or excludes or limits SGN's liability for:
 - (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of the terms implied by section 13 to 15 of the Sale of Goods and Services Act 1982 (care and skill, time for performance and consideration); or
 - (d) defective products under the Consumer Protection Act 1987.
- 9.4. Subject to Clause 9.3, SGN's liability to the Customer under this Contract shall not exceed 100% of the price paid to SGN by the Customer.

10. SGN'S LIABILITIES TO BUSINESS CUSTOMERS

This Clause 10 only applies if you are a business

- 10.1. SGN only supplies the Works for internal use by the Customer's business, and the Customer agrees not to use the Works for any re-sale purposes.
- 10.2. Nothing in this Contract limits or excludes SGN's liability for:
 - (a) death or personal injury caused by its negligence; or
 - (b) fraud or fraudulent misrepresentation;
- 10.3. Subject to Clause 9.3 in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price paid to SGN by the Customer.

11. WARRANTY

- 11.1. Subject to Clause 9.2 SGN shall provide a warranty that on completion of the Works and for a period of 12 months from the date the Works were completed, the Works shall be free from material defects.
- 11.2. The warranty in Clause 11.1 does not apply to any defect in the Works arising from:
- (a) fair wear and tear;
 - (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party; or
 - (c) any alteration or repair by you or by a third party who is not one of SGN's authorised repairers;
- 11.3. This warranty is in addition to the Customer's legal rights in relation to the Works that are faulty or not as described.

12. REMEDIES

Where the Works are found to be in breach of Clause 11.1, SGN shall seek to remedy the defective Works as soon as reasonably possible after being made aware.

13. OWNERSHIP OF SERVICE PIPE

The service pipe shall at all times belong to SGN.

14. TERMINATION

- 14.1. The Customer may terminate this Contract at any time by giving at least three full working day's notice.
- 14.2. Where the Customer gives less than the notice period required under Clause 14.1 SGN reserves the right to charge a reasonable cancellation fee.
- 14.3. Where the Customer terminates the Contract under Clause 14.1 SGN shall refund any monies owed to the Customer once it has deducted all costs (including VAT when applicable) reasonably incurred by SGN directly and foreseeable up to or as a result of the Customer's termination except where the Contract is terminated pursuant to SGN's material breach of contract.
- 14.4. SGN may terminate the Contract immediately if the information given by the Customer is incorrect and significantly affects the Quotation. SGN 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.

15. EVENTS OUTSIDE OF SGN'S CONTROL

- 15.1. SGN will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under a Contract that is caused by an Event Outside Of SGN's Control. An Event Outside Of SGN's Control is defined below in Clause 15.2.
- 15.2. An "Event Outside Of SGN's Control" (also known as a force majeure event) means any act or event beyond SGN reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 15.3. If an Event Outside Of SGN's Control takes place that affects the performance of SGN's obligations under a Contract
- (a) SGN will contact the Customer as soon as reasonably possible to notify the Customer; and
 - (b) SGN obligations under a Contract will be suspended and the time for performance of SGN's obligations will be extended for the duration of the Event Outside Of SGN's Control. Where the Event Outside Of SGN's Control affects SGN's delivery of the Works, SGN will arrange a new delivery date with the Customer after the Event Outside Of SGN's Control is over.

16. DATA PROTECTION

The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of SGN in connection with the Works.

17. COMPLAINTS

17.1. If the Customer is not satisfied with the performance of the Works by SGN then they shall be entitled to submit a complaint in accordance with SGN's Complaint Procedure which can be found at www.sgn.co.uk/Publications/

17.2. SGN will send paper copies of its Complaints Procedure should the Customer request.

17.3. All complaints should be sent to:

SGN Connections
2nd Floor
Inveralmond House
200 Dunkeld Road
Perth
PH1 3AQ

18. USE OF CONTRACTORS

SGN is entitled to sub-contract the whole or any part of the Works.

19. GENERAL PROVISIONS

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

19.2. Any notice must be served on the relevant party in writing by prepaid post fax or email at the relevant address shown on the Quotation.

19.3. This Contract is made solely and specifically between and for the benefit of the Parties, and is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this Contract as a Party to it, under the Contracts (Rights of Third Parties) Act 1999 or otherwise and neither Party can declare itself as a trustee of the rights under it for the benefit of any third party.

19.4. This Contract, any document referred to in this Contract or incorporated by reference in any such document constitutes the entire agreement, and supersedes any previous agreement, arrangements, proposals and undertakings, between the Parties relating to the subject matter of this Contract (whether written or oral) except in respect of any fraudulent misrepresentation made by a Party.

19.5. The Customer shall not, without the prior written consent of SGN, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this agreement.

19.6. Each provision of this Contract shall be construed separately and (save as otherwise expressly provided herein) none of the provisions hereof shall limit or govern the extent, application or construction of any of them and notwithstanding that any provision of this Contract may prove to be illegal or unenforceable the remaining provisions of this Contract shall continue in full force and effect.

19.7. The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of SGN in connection with the Services.

19.8. The Contract is governed by laws of England and Wales and subject to the exclusive jurisdiction of the Courts of England and Wales.