



MULTI UTILITY GENERAL TERMS & CONDITIONS

Applicable to the

**DESIGN, INSTALLATION, CONNECTION, DISCONNECTION,
ALTERATION & DIVERSION OF UTILITY MAINS & SERVICES**

UTILITY INSTALLATION TERMS AND CONDITIONS

1. General

This document forms part of the Quotation and Acceptance for the installation of utility apparatus and, together with other documents, comprise the Agreement between “us”, UKGas Supply Limited and/or their appointed 3rd Party, and “you”, our customer/The Client and supersedes all agreements, representations, understandings or discussions that may have occurred prior to receipt of the signed Acceptance.

The Contract constitutes the entire Agreement between the parties, supersedes any previous agreement or understanding and may not be varied except by agreement in writing between the parties.

Each party warrants and undertakes that it has full power and authority to enter into and perform its obligations under the Agreement. Except as expressly stated in this Agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

Communication regarding contractual issues between the parties shall be in writing, dated and signed by an authorised person and can be by post, facsimile or email.

2. Obligations

UKGas Supply Limited and/or their appointed 3rd Party will provide and undertake the Scope of Works as set out in Quotation (‘the Service’). We will perform the Service with all due reasonable endeavours and care and use reasonable endeavours to complete the Service within a reasonable timescale subject to any outside or 3rd party constraints.

You will grant unhindered access to us and any nominated contractors or 3rd parties to the site in order to provide the Service and fulfil our obligations under this Agreement.

You will undertake the Client’s Responsibilities and obligations as set out in the Quotation in a timely manner to enable us to provide the service unhindered and without delay and accept liability for any losses or costs that UKGas Supply Limited and/or their appointed 3rd Party or their appointed 3rd Party might incur as a result of any failure on your part to comply with your responsibilities and obligations under this Agreement.

You acknowledge that the Quotation is based on the information provided at time of tender and will notify us immediately of any changes to the pre-tender or pre-construction information which will have any effect on the quoting or undertaking of the Works.

UKGas Supply Limited and/or their appointed 3rd Party have not included for acting as Principal Contractor under the 2015 Construction (Design & Management) Regulations.

3. Price, Payment and Acceptance

Your Acceptance of the Quotation, Scope of Works, Payment Schedule and these Terms & Conditions as outlined in the Quotation will be deemed to form a contract between the two parties.

UKGas Supply Limited and/or their appointed 3rd Party will undertake the scope of the works as identified in the Quotation and you, the Client, will pay to us the charges as set out in The Payment Schedule (‘the Price’) at the times specified. In addition, you will reimburse us for any changes or amendments to the service that you request or for any delays caused by you, your consultants or sub-contractors.

If you fail to pay us any sum due within the 30 days specified, interest shall accrue on the sum outstanding at

the quoted rate until the date of actual payment. VAT, where appropriate, will be added at the rate current at the time of invoice. Failure to pay a due sum within the 30-day timescale may result in termination of the Agreement as well as re-mobilisation and additional accrued costs which will be invoiced as a variation to the Agreement.

UKGas Supply Limited and/or their appointed 3rd Party will not enter into, or consider any contracts with retention or damage clauses.

4. Relevant Facts

We have provided our Quotation and Quotation in good faith based on the information provided and assume these are correct. Failure to communicate any salient facts which will affect the Quotation will result in delay, variations and additional costs.

Before we can commence the Service, you shall notify us and provide all the relevant facts and documents requested which may be connected with or affect the delivery of the Service including, but without limitation such matters as potential hazards, adverse or restrictive working conditions, areas of contamination, reduced access rights and of any steps which are necessary to deal with such facts.

5. Termination

No party shall be liable for any failure or delay in performance of the Agreement which is caused by circumstances beyond the reasonable control of that party.

If either party fails or delays its performance for more than ninety (90) days due to such circumstances, either party may terminate the Agreement by written notice with immediate effect to the other party.

Either party may terminate the Agreement immediately by written notice if the other party commits an act of bankruptcy or goes into liquidation or is put into liquidation (other than for a proper commercial purpose and whilst solvent) or a receiver is appointed or an administration order is made in respect of it.

If either party is in breach of the Agreement and fails to remedy such breach within thirty (30) days from receipt of written notice by the other party specifying such breach, the other party may terminate this agreement by written notice with immediate effect.

Should you fail to make payment within 30 days of the due dates as identified in the Payment Schedule, UKGas Supply Limited and/or their appointed 3rd Party reserves the right to terminate the performance of this Agreement and the undertaking of the Works and will notify you in writing.

6. Limit of Liability

Our total liability in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the value of contestable element of the contract Agreement (excluding non-contestable costs).

The Client and UKGas Supply Limited and/or their appointed 3rd Party Ltd intend that their respective rights, obligations and liabilities as provided for in the Agreement shall be exhaustive of the rights, obligations and liabilities of each of them to the other arising out of, under connection with the Contract or Service, whether such rights, obligations and liabilities arise in respect or in consequence of a breach of contract or of statutory duty or negligent act or omission which gives rise to a remedy at common law. Accordingly, except as specifically provided for in the Conditions of Contract, neither party shall be obligated or liable to the other in respect of any damages or losses suffered by the other which arise out of, under or in connection with the Agreement or Service, whether by reason or in consequence of any breach of contract or of statutory duty or neglect act or omission.

We shall not be liable for any loss of profit, revenue or goodwill or any other indirect or consequential loss or damage suffered by you and you will indemnify us from any claim by any third party which may arise out of, or in connection with, the Service.

Nothing in the Agreement excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation. Nothing in the Agreement shall operate to limit or exclude any liability for fraud.

7. Health & Safety

You will provide to us the name and contact details of the Planning Supervisor, CDM Officer or Safety Consultant appointed by you for the purposes of the Construction (Design & Management) Regulations 2015 (where applicable) together with a copy of the relevant Health & safety Plan and HSE F10 Notice before we commence the Service. You undertake to have notified us fully of all hazards and risks associated with the site at time of tender which would impact on the Quotation. You agree to carry out any required inductions in a timely manner so as not to delay the delivery of the Service.

8. Schedules

In event of any conflict between these Terms and Conditions and the Agreement, the Terms and Conditions shall take precedence.

9. No Waiver

No failure, delay or indulgence by either party in exercising any power or right under the Agreement shall operate as a waiver of that power or right.

10. Severability

If any provision of the Agreement is held to be invalid or unenforceable, that part shall be severed and the remaining provision shall continue to be valid and enforceable as if the Agreement had been executed with the invalid provision omitted.

11. Third Party Rights & Data Protection

Third parties have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce the terms of this

agreement but this does not affect any right or remedy of a third party which exists or is available otherwise than pursuant to that Act.

In requesting a quotation for utility installation (regardless of whether or not it is accepted), you give due consent that we may store such data provided by you for the preparation of the Quotation and the subsequent delivery of the Works and may share such data as is necessary with the relevant stakeholders who will need to be involved in preparing the Quotation and delivery of the Works.

12. Legal Wayleaves and Easements

With regard to legal agreements for wayleaves and easements, the responsibility of UKGas Supply Limited and/or their appointed 3rd Party Ltd as a Lloyds accredited multi utility provider is solely concerned with the administration and completion of any Adoption Agreement between us, you and the relevant Adopting Utility Company(s) in order to install the Works. Any further Project Management, drawings, communication or legal costs regarding rights, wayleaves, easements, legal agreements or land transfers between you and any other parties remain with the Client or his appointed legal representative.

The Client shall, before the commencement of the Service, obtain all legal consents, wayleaves, licences, authorisations and approvals in connection with the regulations, requirements or bye- laws of party or competent authority which shall be applicable to the Service on site or as required in pursuant to the terms of the Adoption Agreement relative to the site. The Client shall confirm to UKGas Supply Limited and/or their appointed 3rd Party Ltd and provide evidence when requested when the same have been obtained and agreed with the relevant third party.

13. No Assignment

Neither party may assign the benefit or burden of the Agreement without the written consent of the other.

14. Applicable Law

The Agreement shall be construed in accordance with the laws of England and Wales and be subject to the exclusive jurisdiction of the English Courts.

15. Design Responsibility and Approval

All designs are procured based on the information provided by the Client at tender stage. Any subsequent amendment or alteration will require a variation for the additional costs, may increase the Quotation and Quotation and will delay the service. All designs are undertaken by Lloyds accredited designers or the Adopting Utility based on the tender documentation and approved by the Adopting Utility Company(s) coordinated by UKGas Supply Limited and/or their appointed 3rd Party Ltd. All quotations are subject to design approval by the relevant adopting utility company.

No work on site can commence until the appropriate design approvals and consent to construct have been received in writing from the relevant AUCs. Installation must comply with the approved design and designs can only be amended by reference back to the designer and AUCs at additional cost and delay to installation.

16. Variations, Amendments and Changes

The Client shall be responsible for the validity and any errors, omissions or discrepancies in the drawings and written information supplied by him and provided to UKGas Supply Limited and/or their appointed 3rd Party Ltd in order to procure approved utility designs and carry out the Scope of Work outlined in the Quotation. The Client shall pay to UKGas Supply Limited and/or their appointed 3rd Party Ltd the additional costs as invoiced for any delay and costs incurred by us for carrying out such alterations or remedial work so necessitated to enable completion of the Service and any costs (and uplift) incurred where reasonable for rectifying such errors, omissions, discrepancies, amendments or variations.

17. Conditions of Contract

The Agreement will be defined by the ICE Conditions of Contract edition current at the date of issue and will be administered under the requirements of the Reform of Housing Grants, Construction and Regeneration Act 1996 and as amended by The Local Democracy, Economic Development and Construction Act 2009.

18. Title

UKGas Supply Limited and/or their appointed 3rd Party Ltd will retain title and ownership of the utility apparatus installation until such times as they are transferred to the relevant Adopting Utility Company under the terms of the relevant Adoption Agreement, or to the Client upon commission as appropriate. The security and condition of all materials delivered to, or installed, on site shall be the responsibility of the Client and shall be insured by him where necessary until adoption.

19. Force Majeure

If either party is prevented or delayed from undertaking or performing any of his obligations under the Agreement by Force Majeure, then he may notify the other party of the circumstances constituting the Force Majeure and of the implication to his obligations of which is thereby delayed or prevented, and the party giving notice shall thereupon be excused the performance or such obligation for so long as the circumstances of prevention or delay may continue.

20. Applicable VAT

Value Added Tax and any other relevant statutory payments will be applied to our rates and prices as required where applicable. VAT will only be omitted on 'new build' projects where applicable and when stated in writing with the relevant HMRC certificate that the project is exempt from VAT by the Client prior to invoicing.

- a) The development demand applied for and included in our Quotation is based on the house type, number of bedrooms at each or other information provided by the Client.
- b) The design or connection to any gas compressor, booster apparatus or CHP plant is excluded unless specifically identified in the Quotation.
- c) Meter outlet pipework is excluded unless specifically identified in the Quotation.
- d) Breaking or drilling through the building fabric (walls, footings, floors etc.) is excluded unless specifically identified in the Quotation. Installation of factory entry tees through walls exceeding 600mm thickness is excluded unless specifically identified in the Quotation.
- e) Where the Client is installing the gas meter box, it must be installed correctly and to specification prior to the service installation. Meter boxes must be installed as per design and on the front face of each building, or not more than 2m from the front of a property if on a gable wall.
- f) Where the gas meter is proposed to be located somewhere other than a standard meter box, a survey of the area and report must be prepared to ensure sufficient ventilation is available. UKGas Supply Limited and/or their appointed 3rd Party have not included for this additional cost unless specifically included in the Quotation.
- g) The provision of, or design incorporating Smart metering is excluded unless specifically identified in the Quotation.
- h) The provision of gas meters is excluded unless specifically identified in the Quotation.
- i) The Client must have established an agreement with an energy provider before MPRNs can be applied for and issued.
- j) Service ducting must be installed by others to the correct depth of cover and specification before service installation unless specifically included in the Quotation.
- k) Pipework at height, in or on multi-storey buildings is excluded unless specifically identified in the Quotation.
- l) Electrical earth cross-bonding must be available before meter installation.

22. Water installations

- a) The Client must supply a Soil Investigation report and completed water company Risk Assessment before the design process can commence.
- b) UKGas Supply Limited and/or their appointed 3rd Party has made no allowance for design or installation of water networks in contaminated ground or made provision for barrier pipe unless notified by the Client and specifically identified in the Quotation.
- c) The Quotation excludes installation of internal pipework, meter adaptor manifolds or insulated bends.
- d) The Quotation excludes any additional Fire Hydrants not identified at time of tender and subsequently required by the Fire and Rescue services during design approval.
- e) The inspection of services and provision of WIAPS (or WaterSafe, WaterMark or similar) certificates is excluded unless specifically included in the Quotation.
- f) Water mains and connections for fire-fighting or sprinkler purposes are excluded unless specifically included in the Quotation.

23. Electric installations

- a) The development demand applied for and included in our Quotation is based on the house type, number of bedrooms at each or other information provided by the Client.
- b) UKGas Supply Limited and/or their appointed 3rd Party has not allowed for any on-site generation as this will affect the installation costs unless notified by the Client and specifically included in the Quotation.
- c) UKGas Supply Limited and/or their appointed 3rd Party has not allowed for any disturbing loads or harmonic emitting apparatus unless notified by the Client and specifically included in the Quotation.
- d) The provision of electric meters, Smart metering, CT chambers or CT metering units is excluded unless specifically included in the Quotation.
- e) Service ducting must be installed by others to the correct depth of cover and specification before service installation unless specifically included in the Quotation.
- f) An electrical wiring completion certificate must be provided by the Client for each service prior to connection.

24. General Utility Installation, Excavation and Construction

- a) All on-site utility road crossings to be pre-ducted to specification using approved rigid ducts by others prior to utility apparatus installation with the correct depth of cover and physically marked for ease of location. Each utility and service will require a separateduct.
- b) The Client must provide written confirmation from the local Street Naming department of addresses and postcodes before services can be installed or connected.
- c) The Quotation does not include for excavation in or through voids, rock or concrete or across SSSIs, tree roots, bridges or in areas of engineering or environmental difficulties.
- d) Excavation carried out by others for utility installation by UKGas Supply Limited and/or their appointed 3rd Party must be suitable and to the required specification. Trenches and excavations with excessive widths, depths or in an unacceptable condition will delay the delivery of the service and additional costs will constitute a variation and will be charged accordingly.
- e) Additional costs incurred due to additional reinstatement of any specialist surfaces, increased areas due to poor quality existing surfaces, cobblestones, setts or decorative flags will constitute a variation and be charged accordingly.
- f) After the placing of apparatus surround and the appropriate marker tape, excavations on-site will be backfilled with excavated material. We have not allowed for the removal of spoil and no excavated material will be removed from site.
- g) The importation of aggregates to backfill on-site excavations is not included in theQuotation.
- h) Double-handling of excavated material is not included on the Quotation.

25. Statutory Undertaker Non-contestable costs

The utility asset operators (Statutory Undertakers) have fixed and variable costs which will be payable for the development regardless of who installs and connects the services and these are termed Non-Contestable costs. They do not form part of the quoted contestable work in our Quotation but are listed separately where known and are included in the payment schedule.

Non-contestable costs are not always fixed and can be varied after completion. Any additional Non-contestable costs, additions or amendments subsequently identified and not known at time of tender will be invoiced as a variation which must be paid before utilities are connected.