

**UIP/IGT CONNECTION, SERVICE DISCONNECTION
AND SERVICE ALTERATION AGREEMENT**

BETWEEN

NATIONAL GRID GAS PLC

AND

[]



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INDEX

CLAUSES	PAGE
1. INTERPRETATION	1
2. THE AGREEMENT	5
3. NATIONAL GRID 'S OBLIGATIONS	7
4. THE CUSTOMER'S OBLIGATIONS	11
5. CONSIDERATION.....	15
6. INSURANCE	15
7. LIABILITIES	16
8. TERMINATION.....	18
9. COMPLETION.....	19
10. CONFIDENTIALITY.....	19
11. INTELLECTUAL PROPERTY RIGHTS	20
12. EMERGENCIES.....	20
13. THE CUSTOMER'S WARRANTIES.....	21
14. OWNERSHIP	21
15. ASSIGNMENT.....	22
16. WAIVER AND MODIFICATION	22
17. SERVICE OF NOTICES	23
18. SURVIVAL	23
19. THIRD PARTY RIGHTS	23
20. GOVERNING LAW	23
Appendix 1 - The Works	25
Appendix 2 - Information to be provided by Customer.....	30

THIS AGREEMENT is made the _____ day of _____

BETWEEN:

- (1) **National Grid Gas plc**, (Registered No.2006000) whose registered office is at 1-3 Strand, London WC2N 5EH; ("**National Grid** ")
- (2) **[Name of Customer]** (Registered No. [_____]) whose registered office is at
[_____] (the "**Customer**").

WHEREAS:

- (A) National Grid is the owner of a gas transportation network and is prepared to allow a Utility Infrastructure Provider ("**UIP**") or an Independent Gas Transporter ("**IGT**") to carry out Connections, Service Disconnections and Service Alterations in accordance with this Agreement.
- (B) The Customer is a UIP or IGT and wishes to carry out Connections, Service Disconnections and Service Alterations and agrees to do so in accordance with the terms of this Agreement and the Pre-Existing Contracts relating to such Connections, Service Disconnections and Service Alterations.
- (C) This Agreement sets out the terms and conditions on which National Grid will allow the Customer to carry out Connections, Service Disconnections and Service Alterations.

NOW IT IS HEREBY AGREED

1. INTERPRETATION

- 1.1 Except as is otherwise expressly provided herein or unless the context otherwise requires, the terms defined in this Clause shall have the following meanings and derivative expressions shall be construed accordingly:-

Acceptance shall have the same meaning as defined in the Pre-Existing Contract.

Authorisation shall mean the document(s) or letter(s) in which National Grid confirms the terms upon which the Customer is entitled to perform the Connection Works, Service Alteration Works or Service Disconnection Works specified therein, and by which National Grid confirms (if appropriate) that it will take ownership of such Connection Works, Service Alteration Works or Service Disconnection Works, subject to full compliance by the Customer with the terms and conditions of such Authorisation..

Authorising Engineer shall mean as defined in the SCO Process.

Certification File shall mean the file of documents to be provided by the Customer to National Grid in accordance with this Agreement, the details of which are set out in Appendix 2.

Completion shall mean, in relation to each of the Works, that such Works are completed and the Completion File in respect thereof has been received by National Grid.

Completion File shall mean the file of documents to be provided by the Customer to National Grid in accordance with this Agreement, the details of which are set out in Appendix 2.

Competent Person shall mean as defined in the SCO Process.

Commissioning shall mean the purging to natural gas of those elements of the Works that are designed to convey or contain natural gas, and its pressurisation so as to create a pressure of natural gas to the extent set out in the Pre-Existing Contract.

Connection shall mean the connection as a single operation of any of the Connection Works to National Grid's gas transportation system and **Connect** and **Connected** shall be construed accordingly.

Connection Works shall mean those works defined in the Customer's design submission in relation to a Connection (as authorised by National Grid in accordance with this Agreement) but shall be limited to the activities set out in Appendix 1. For the avoidance of doubt, the Works under this Agreement shall form part of the "Customer Works" under the relevant Pre-Existing Contract.

Consumer shall mean the person or persons who consume(s) or it is intended shall consume gas offtaken from any of the Connection Works, Service Disconnection Works or Service Alteration Works.

Equipment shall mean such regulators, pipework and associated apparatus to be installed pursuant to any Connection Works, Service Disconnection Works or Service Alteration Works at or upstream of a Supply Meter Point.

Fit for Purpose shall mean that the Works are fit for operation as part of the National Grid network and such fitness being judged on the basis of design, materials and construction by the Customer and complies with the provisions of the Authorisation. The Works shall not be deemed Fit for Purpose until Completion.

Highway shall mean in respect of Works being conducted in Scotland "road" and in respect of Works being concluded in England and Wales "street" as such term is

defined in the glossary in the Code of Practice to the New Roads and Street Works Act 1991 and any Regulation issued there under as such Act and Regulations are amended from time to time.

Individual System Exit Point shall mean as defined in the Network Code.

Intellectual Property shall mean any patent, registered design, copyright, design right, database right, topography right, trade mark, surface mark, application to registered any of the afore mentioned rights, trade secret, right in unpatented know how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.

Meter Housing shall mean such protective housing for the Supply Meter Installation as shall conform with the relevant standard adopted from time to time by the Institute of Gas Engineers.

Non Routine Operations or NRO shall mean as defined in SCO Process.

Network Code shall mean the network code prepared by National Grid in accordance with its gas transporter's licence issued (or deemed to be issued) pursuant to section 7 of the Gas Act 1986 (as amended).

Network Controller shall mean as defined in the SCO Process.

Order shall have the same meaning as the definition in the Pre-Existing Contract.

Parties shall mean National Grid and the Customer and **Party** shall mean either of them as the context so requires.

Pre-Existing Contract shall mean the contract entered into by the parties, or to be entered into by the parties in relation to each of the Connection Works and the corresponding Connection pursuant to the acceptance of a quotation issued to the Customer by National Grid , where such quotation is issued pursuant to (a) National Grid 's General Conditions of Contract for Self Lay Pipe (System) Not Exceeding 2,196,000 kWh, (b) National Grid 's Authorisation and Connection Conditions for Self Lay Pipe Above 2,196,000 kWh, or (c) National Grid 's General Conditions of Contract for Site Engineering Works for Connected Offtake Systems.

Quotation shall have the same meaning as defined in the Pre-Existing Contract.

Reasonable and Prudent Operator and **RPO** shall mean a person seeking in good faith to perform its contractual obligations, and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with applicable law engaged in the same type of undertaking in

the same or similar circumstances and conditions, and any reference to the standard of a Reasonable and Prudent Operator or RPO shall be construed accordingly.

Responsible Engineer shall mean as defined in the SCO Process.

Routine Operations or RO shall mean as defined in the SCO Process.

SCO Process shall mean the procedures as defined in National Grid's "Safe Control of Operations" suite of documents, as such suite of documents may be amended from time to time by National Grid.

Service Alteration shall mean a modification to an existing gas service pipe that is connected to the National Grid network.

Service Alteration Works shall mean those works defined in the Customer's design submission in relation to a Service Alteration (as authorised by National Grid in accordance with this Agreement) but shall be limited to the activities set out in Appendix 1. For the avoidance of doubt, the Works under this Agreement shall form part of the "Customer Works" under the relevant Pre-Existing Contract.

Service Decommissioning shall mean the depressurisation and purging of a gas service pipe to air.

Service Disconnection shall mean the physical disconnection of a gas service pipe from the National Grid network.

Service Disconnection Works shall mean those works defined in the Customer's design submission in relation to a Service Disconnection (as authorised by National Grid in accordance with this Agreement) but shall be limited to the activities set out in Appendix 1. For the avoidance of doubt, the Works under this Agreement shall form part of the "Customer Works" under the relevant Pre-Existing Contract.

Service Recommissioning shall mean the connection and purging to natural gas of an altered gas service pipe.

Site shall mean any premises or land in or which the Works are constructed and whether owned or occupied by the Customer or a Third Party.

Substantial Completion shall mean:-

- (a) in the case of Connection Works, the Connection and Commissioning of the Works;
- (b) in the case of Service Disconnection Works, the Service Disconnection and Service Decommissioning of the Works; and

- (c) in the case of Service Alteration Works, the Service Alteration and Commissioning of the Works.

Supply Meter shall mean the device comprised in the Supply Meter Installation to record the volume of natural gas passing or intended to pass through the Supply Meter Point.

Supply Meter Installation shall mean any meter and associated equipment installed at a Consumer's premises, including associated pipework, regulator, filters, valves, seals, housings, mountings and earthing equipment

Supply Meter Point shall mean the nearest emergency control valve upstream of the meter incorporated into the Supply Meter Installation.

Supply Meter Point Reference Number shall mean the distinctive registration number allocated by National Grid to the Supply Meter Point in accordance with the Network Code.

Third Party shall mean any person who is not National Grid or the Customer.

National Grid Nominated Observer shall mean a person appointed by National Grid from time to time who may attend a Connection, Service Disconnection or Service Alteration.

Working Day shall mean any day (other than a Saturday, Sunday or bank holiday) during which the clearing banks in the City of London are open for business.

Works shall mean Connection Works, Service Disconnection Works and/or Service Alteration Works (as the case may be)

2. THE AGREEMENT

2.1 This Agreement shall commence on the date that it has been executed or, if Works have already commenced, the date upon which the Customer commenced the Works provided that the Works were commenced in accordance with the duties and obligations set out in this Agreement.

2.2 In respect of:-

- (a) Connections, this Agreement is in addition, and supplemental, to each Pre-Existing Contract; and
- (b) Service Disconnections and Service Alterations, there is no Pre-Existing Contract, and the terms of this Agreement are the only terms that apply in relation to Service Disconnections and Service Alterations.

However, the Customer acknowledges that where there is a conflict between the terms of a Pre-Existing Contract and this Agreement, this Agreement shall take precedence unless National Grid has provided the Customer with prior written notice that any term within such Pre-Existing Contract shall take precedence.

- 2.3 Works in respect of any above 7 barg pipeline are expressly excluded from, and do not form part of, this Agreement and the Customer shall not be permitted to carry outworks in relation to any such pipeline.
- 2.4 The Customer shall only be entitled to carry out Works under this Agreement where either:-
- (a) in respect of Connections:-
- (i) the Quotation forming part of the relevant Pre-Existing Contract provides that the Customer is to carry out the Connection; or
 - (ii) the Quotation forming part of the relevant Pre-Existing Contract provides that National Grid is to carry out the Connection, but the Customer has advised National Grid in writing within five (5) Working Days of the date of National Grid's notice (in accordance with the Pre-Existing Contract) confirming the date of Acceptance that the Customer wishes to carry out the Connection under this Agreement; or
 - (iii) the Customer has submitted a valid self-quotation acceptance form in accordance with the relevant business rules published by National Grid from time to time and has received an acceptance thereof from National Grid ;
- (b) in respect of Service Disconnections and Service Alterations, the Customer has submitted a design submission to National Grid in respect of the Service Disconnection or Service Alteration and has received an Authorisation from National Grid in respect of such Service Disconnection or Service Alteration.
- 2.5 Where, in respect of s Connection, the Quotation forming part of the relevant Pre-Existing Contract provides that National Grid is to carry out the Connection but the Customer fails to advise National Grid in writing within five (5) Working Days of the date of National Grid 's notice (in accordance with the Pre-Existing Contract) confirming the date of Acceptance that the Customer wishes to carry out the Connection under this Agreement, then in order for the Customer to be able to carry out the Connection, (rather than have National Grid perform the Connection under the Pre-Existing Contract), the Customer will be required to cancel the relevant Pre-Existing Contract in accordance with the terms thereof and enter into a new Pre-Existing Contract in relation to the Connection in question. The Customer shall be

liable to pay National Grid any sums due in accordance with the terms of the cancelled Pre-Existing Contract.

- 2.6 The Customer acknowledges, by its signature hereof, that it has received a copy of the SCO Process and any other documents, processes, policies and procedures referred to in this Agreement and/or the SCO Process.
- 2.7 The Customer shall only be entitled to carry out a Connection, Service Disconnection or Service Alteration (as the case may be) under this Agreement where it (or a contractor acting on behalf of the Customer) has obtained and maintains all necessary accreditation under the Gas Industry Registration Scheme. For the purposes of this Agreement, "necessary accreditation" shall mean:-
- (a) for Routine Operations (RO), accreditation must be obtained for Design and Construction/Commissioning/Connections (Routine) activities in respect of Works not covered by IGE/GL/6; and
 - (b) for Non Routine Operations (NRO), accreditation must be obtained for Design, Construction/Commissioning/Connections (Non-Routine) activities in respect of Works covered by IGE/GL/6;

provided that, where the Customer is a UIP and is not accredited for Design and Construction/Commissioning/Connections activities, the Customer must be accredited for Project Management, and the contractor employed by the Customer to perform the Works must have the necessary accreditation as set out above.

3. NATIONAL GRID 'S OBLIGATIONS

- 3.1 The Parties agree that:-
- (a) in respect of Connections:-
 - (i) where the Pre-Existing Contract incorporates National Grid 's General Conditions of Contract for Self Lay Pipe (System) Not Exceeding 2,196,000 kWh, then National Grid shall be released from all of its obligations and liabilities (insofar as such obligations and liabilities relate to the Connections and Works covered by this Agreement) pursuant to Clauses 4.1, 4.3, 4.4, 4.5, 6, 8 and 14 of such General Conditions of Contract in relation to the Pre-Existing Contract and shall have no liability arising out of any of those obligations or liabilities;
 - (ii) where the Pre-Existing Contract incorporates National Grid 's Authorisation and Connection Conditions for Self Lay Pipes Above

2,196,000 kWh and Maximum 7 Bar, then National Grid shall be released from all of its obligations and liabilities (insofar as such obligations and liabilities relate to the Connections and Works covered by this Agreement) pursuant to Clauses 4, 7.6(i) and (ii), 7.7, 9, 14.1, 14.3, 14.7, 17 and 25 of such Authorisation and Connection Conditions in relation to the Pre-Existing Contract and shall have no liability arising out of any of those obligations or liabilities;

(iii) where the Pre-Existing Contract incorporates National Grid's General Conditions of Contract for Site Engineering Works for Connected Offtake Systems, then National Grid shall be released from all of its obligations and liabilities (insofar as such obligations and liabilities relate to the Connections and Works covered by this Agreement) pursuant to Clauses 2.5, 2.6 (except in relation to notification of the date of Acceptance), 2.7, 4.1, 4.2, 4.3, 4.5, 4.6, 9 and 18 of such General Conditions of Contract in relation to the Pre-Existing Contract and shall have no liability arising out of any of those obligations or liabilities; and

(b) In respect of Service Disconnections or Service Alterations, National Grid's obligations shall be as set out in this Agreement.

3.2 National Grid may (at its sole discretion) require a National Grid Nominated Observer to attend the Site for the purpose of monitoring and/or auditing a Connection, Service Disconnection or Service Alteration (as the case may be). The National Grid Nominated Observer shall not supervise the Customer. Any such monitoring and/or auditing of a Connection, Service Disconnection or Service Alteration (as the case may be) shall not relieve the Customer of its obligations under this Agreement or the Pre-Existing Contract. The Customer shall permit the National Grid Nominated Observer access to the Site, the Works and the Connection, Service Disconnection or Service Alteration (as the case may be) at all reasonable times.

3.3 National Grid shall perform its duties set out in this Agreement as a RPO.

3.4 National Grid shall procure and provide, without cost to the Customer, such Natural Gas as is required for Commissioning and Service Recommissioning. All other gases, together with any consumables associated with the Connection, Service Disconnection or Service Alteration (as the case may be) shall remain the responsibility of the Customer.

3.5 National Grid shall, by any of its Responsible Engineer, Authorising Engineer, Competent Person, Network Controller or National Grid Nominated Observer (at

National Grid 's option), liaise with the Customer in accordance with the duties set out in this Agreement.

- 3.6 In the event that this Agreement is terminated, National Grid shall have the right to take over and complete any Works that are in progress at the time of such termination. The Customer shall reimburse National Grid all costs and expenses incurred or expended by National Grid in taking over and completing such Works. The payment terms of the relevant Pre-Existing Contract shall apply to such reimbursement.
- 3.7 National Grid shall provide the Customer with such information, drawings and specifications (including a plan of that point on the System at which the Connection is to be made) within the possession or reasonable control of National Grid as the Customer may reasonably request in order to fulfill its obligations under the Contract. Any information, data, drawings, plans or maps produced or provided by National Grid to the Customer in relation to existing parts of the National Grid System and/or parts of the National Grid System under construction are National Grid's best estimate only and the Customer relies on such information, data, drawings, plans or maps entirely at its own risk. National Grid shall, subject to it having acted as a Reasonable Prudent Operator in producing or providing any such information, data, drawings, plans or maps, have no liability to the Customer in the event that such information, data, drawings, plans or maps prove to be incorrect or inaccurate: provided that, should it be shown that National Grid has failed to act as a Reasonable and Prudent Operator in producing or providing any information, data, drawings, plans or maps to the Customer to facilitate the Works, then National Grid shall:
- (a) where the error is such that the System is not in the place indicated by the information, data, drawings, plans or maps provided by National Grid , either (in its sole discretion):-
- (i) perform (at its own cost) the additional works required to extend the System to the proposed point of Connection as shown on the plan; or
- (ii) pay to the Customer an amount equal to the lesser of:-
- (A) the reasonable costs directly incurred by the Customer in performing the additional works required to extend the System to the proposed point of Connection as shown on the plan; and
- (B) National Grid 's best estimate (acting as a Reasonable and Prudent Operator) of the costs that National Grid would have incurred in performing the additional works required to

extend the System to the proposed point of Connection as shown on the plan;

- (b) where the error is such that the System is of a different diameter or material to that indicated by the information, data, drawings, plans or maps provided by National Grid, pay to the Customer an amount equal to the lesser of:-
- (i) the reasonable costs directly incurred by the Customer in performing the additional works required to carry out the Works as a result of the System being of a different diameter or material to that indicated by the information, data, drawings, plans or maps provided by National Grid; and
 - (ii) National Grid's best estimate (acting as a Reasonable and Prudent Operator) of the costs that National Grid would have incurred in performing the additional works required to carry out the Works as a result of the System being of a different diameter or material to that indicated by the information, data, drawings, plans or maps provided by National Grid;

Provided in each case that

- (a) where the Customer performs such additional works, National Grid shall only be obliged to make a payment in accordance with paragraph (a) or (b) above where such additional works are carried out by the Customer in accordance with National Grid's "Authorisation and Connection Conditions for New Self Lay Pipes Above 2,196,000kWh and Maximum 7 Bar", and that the pipe(s) comprised in such additional works is adopted by National Grid after such additional works have been completed; and
- (b) the provisions of this Clause 3.7 shall be National Grid's sole liability to the Customer in the event of an inaccuracy of the information, data, drawings, plans or maps provided by National Grid to the Customer, and the Customer waives any other rights it may have against National Grid in respect thereof.

- 3.8 Where, in respect of a Connection, Service Disconnection or Service Alteration, the Customer has not complied with its obligations in Clauses 4.10.1, 4.10.2 and/or 4.17, then National Grid shall be entitled to withdraw permission for the Customer to proceed with the Connection, Service Disconnection or Service Alteration. Where National Grid does so withdraw permission, the Customer shall re-programme the Connection, Service Disconnection or Service Alteration in co-ordination with National Grid once the Customer has complied with its obligations in Clauses 4.10.1, 4.10.2 and/or 4.17.

- 3.9 Without prejudice to Clause 3.8, where, in respect of a Connection, Service Disconnection or Service Alteration, the Customer has not complied with its obligations in Clauses 4.10.1, 4.10.2 and/or 4.17, then National Grid shall be entitled to withdraw or refuse to grant (as the case may be) permission to the Customer to proceed with any other Connection, Service Disconnection or Service Alteration under this Agreement until such time as the Customer has complied with its obligations in Clauses 4.10.1, 4.10.2 and/or 4.17 in respect of the Connection, Service Disconnection or Service Alteration in question.

4. THE CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall carry out the Works as a RPO and shall ensure that the Works carried out by the Customer are Fit for Purpose.
- 4.2 The Customer shall perform the duties (as may be amended from time to time) set out in this Agreement and the SCO Process as a RPO. In addition, and in respect of Service Disconnections and Service Alterations only, the Customer shall comply with National Grid 's technical requirements for Service Alterations and Service Disconnections detailed in National Grid 's "Third Party Engineering Bulletin 3EB/1 "Service Alterations and Disconnections"".
- 4.3 in relation to Connections, the Customer shall not be released from any obligation or liability arising from the Pre-Existing Contract and shall continue to comply with all such obligations.
- 4.4 The Customer shall at all times, and without prejudice to any other Clause in this Agreement or the Pre-Existing Contract (if applicable), immediately comply with any instruction, order or request for information liaison or co-operation, from the National Grid Network Controller or National Grid Nominated Observer whether such instruction, order or request is given orally or in writing.
- 4.5 The Customer shall at all times comply with the SCO Process.
- 4.6 The Customer shall not be permitted to carry out any of the Works if, for any reason, a Competent Person is not on site throughout the construction of the Works on a full time basis.
- 4.7 The Customer shall not allow any person to carry out any Connection, Service Disconnection or Service Alteration activity relating to the Works unless a Customer Authorising Engineer or a Customer Competent Person has been registered by the National Grid Responsible Engineer.
- 4.8 The Customer shall at all times comply with the obligations set out in Appendix 1.

- 4.9 The Customer shall provide the following prior notification to the National Grid Network Controller of the proposed commencement dates for the following operations:-
- 4.9.1 equal to or less than sixty-three (63) mm low pressure Connection, Service Disconnection or a Service Alteration – three (3) Working Days;
- 4.9.2 Routine Operations – five (5) Working Days, with a copy of the draft RO;
- 4.9.3 Non-Routine Operations, without National Grid system control involvement – five (5) Working Days with a copy of the draft NRO;
- 4.9.4 Non-Routine Operations, with National Grid system control involvement - thirty (30) calendar days notice with a copy of the draft NRO;
- 4.10 The Customer shall provide National Grid with:
- 4.10.1 in relation to each Connection and Service Alteration, the completed pressure test certificate (such certificate to be in accordance with recognised gas industry standards) must be available on site on the day of Connection or Service Alteration (as the case may be) prior to the Connection or Service Alteration (as the case may be) occurring and shall be included in the Completion File;
- 4.10.2 in relation to each Connection, Service Disconnection and Service Alteration, the Certification File not less than three (3) Working Days prior to the Connection, Service Disconnection or Service Alteration (as the case may be) where the Connection, Service Disconnection or Service Alteration (as the case may be) relates to pipes not exceeding seventy five millibars (75mbar), or not less than five (5) Working Days prior to the Connection, Service Disconnection or Service Alteration (as the case may be) where the Connection relates to pipes exceeding seventy five millibars (75mbar) but not exceeding seven (7) barg; and
- 4.10.3 in relation to each Connection, Service Disconnection and Service Alteration, the Completion File within five (5) Working Days of Substantial Completion of the Connection, Service Disconnection or Service Alteration (as the case may be).
- 4.12 The Customer shall procure all necessary permissions, rights and interests in and over any land required for the carrying out of the Works. This obligation will be in

addition to any other obligation that the Customer may have in the Pre-Existing Contract.

- 4.13 The Customer shall submit to National Grid a design submission (which complies with National Grid 's requirements for such design submissions, as such requirements may be notified to the Company from time to time) in respect of each Connection, Service Disconnection or Service Alteration (as the case may be). The Customer shall not carry out the Connection, Service Disconnection or Service Alteration (as the case may be) in question until National Grid has provided in writing an Authorisation relating to such Connection, Service Disconnection or Service Alteration (as the case may be). Where National Grid rejects the design submission in respect of a Connection, Service Disconnection or Service Alteration (as the case may be), it shall give its reasons for such rejection and the Customer shall amend the design submission accordingly and submit the amended design submission to National Grid for approval in accordance with the foregoing. Any approval of, or comment on, a design submission by National Grid shall not impose any obligations or liabilities on National Grid and shall not relieve the Customer of its obligations under this Agreement or the Pre-Existing Contract.
- 4.14 If, as a result of any proposed Connection or Service Alteration, reinforcement of the National Grid system is required in order to support the increased loads, National Grid will provide a quotation to the Customer under the relevant terms and conditions in respect of such reinforcement works. The Customer will not commence the Connection or Service Alteration in question unless and until National Grid has completed the necessary reinforcement works. For the avoidance of doubt, any such reinforcement works shall be performed by National Grid under the relevant terms of the Quotation, and shall not be performed by the Customer under this Agreement.
- 4.15 Where the Works involve the connection, exchange or disconnection of a Supply Meter Installation, the Customer shall provide to National Grid the notices required under the Gas Meters (Information on Connection and Service Disconnection) Regulations 1996 (or any amendment or replacement thereof), and shall otherwise comply with any obligations contained in such regulations.
- 4.16 In respect of each Service Disconnection, the Customer warrants that it is lawfully entitled to carry out the Service Disconnection, and is doing so at the request of the consumer, the supplier of gas to the premises in question or some other third party who has a legal right to have the Service Disconnection carried out. The Customer acknowledges and agrees that National Grid may rely on the accuracy of such declaration in granting the Authorisation. For the avoidance of doubt the Customer shall not be entitled to rely on National Grid's rights of disconnection in performing any Service Disconnection Works.

- 4.17 The Customer shall, in respect of each Connection, comply with the provisions and requirements of the National Grid document, "The capture of pipe asset records by UIP/GT organisations vesting plant in National Grid".
- 4.18 The Customer shall:-
- (a) in so far as the Works are in public highway, procure and comply with the appropriate streetworks licence;
 - (b) where the Works involve connection of individual premises, ensure that all works are carried out with the consent of the owner of the premises;
 - (c) ensure that the Works have been designed and constructed in full accordance and compliance with the Authorisation issued by National Grid and all relevant statutory and other requirements;
 - (d) ensure that the Works are fit for the proposed purpose of operation as part of National Grid 's gas transmission and distribution system for the purpose described in the Authorisation; and
 - (e) ensure that the Works are supervised by a suitably competent person.
- 4.19 The Customer shall indemnify and hold National Grid harmless from and against all claims, losses, liabilities, causes of action, damages, fines, penalties, costs (including but not limited to legal costs) and expenses (including but not limited to any such claims, losses, liabilities, causes of action, damages, fines, penalties, costs (including but not limited to legal costs) and expenses arising pursuant to National Grid 's network code and statutory standards of service) arising out of or relating to any breach by the Customer of any of its obligations under Clause 4.18.
- 4.20 The Customer shall indemnify and hold National Grid harmless from and against all claims, losses, liabilities, causes of action, damages, fines, penalties, costs (including but not limited to legal costs) and expenses (including but not limited to any such claims, losses, liabilities, causes of action, damages, fines, penalties, costs (including but not limited to legal costs) and expenses arising pursuant to National Grid 's network code and statutory standards of service) arising out of or relating to any breach by the Customer of its legal costs) and expenses arising pursuant to National Grid 's network code and statutory standards of service) arising out of or relating to any breach by the Customer of its obligations under the Pre-Existing Contract with regards to allocation and registration of a Supply Meter Point Reference Number.

5. CONSIDERATION

The consideration for this Agreement is the benefit conferred on the Customer by National Grid in allowing the Customer to carry out Connections, Service Disconnections and Service Alterations in respect of the National Grid network as set out in this Agreement.

6. INSURANCE

6.1 The Customer shall effect and maintain employers liability insurance for a minimum limit of five million pound sterling (£5,000,000) per occurrence or series of occurrences arising from any one event or for a higher minimum limit as required to comply with current legislation.

6.2 The Customer or its contractor shall by such existing or new policies as he sees fit effect and maintain, in relation to each of the Works, for the period from the date of commencement of such Works until Completion thereof,:

- (i) "all risks" insurance against loss of or damage to the Works and/or materials for which the Customer is responsible under this Agreement and/or the Pre-Existing Contract (where applicable) for an amount not less than one million pound sterling (£1,000,000) per occurrence or series of occurrences arising from any one event; and
- (ii) public liability insurance against legal liability for personal injury to any persons and loss or damage to property arising from or in connection with the Works not covered by employer's liability insurance under Clause 6.1 or by insurance against loss or damage to the Works and/or materials for an amount not less than ten million pound sterling (£10,000,000) per occurrence or series of occurrences arising from any one event.

6.3 The Customer shall procure that, in respect of all insurances required to be effected or maintained under Clause 6.2:

- (i) the policy contains either:-
 - (a) a waiver of subrogation rights against National Grid or any of its sub-contractors that reflects the content of Clause 7; or
 - (b) an indemnity to principal clause that reflects the wording in Clause 7;
- (ii) the carrying out of the Works be notified generally to insurers as is normally required by way of disclosure in procuring such insurances;
- (iii) the policy extends to cover loss or damage which the Customer is responsible for making good under any provisions of this Agreement and/or

the Pre-Existing Contract (where applicable) or which occurs while the Customer is making good defects in the Works pursuant to such provisions; and

- (iv) the Customer will notify National Grid within one (1) Working Day of termination, lapse or withdrawal of, or reduction of cover under, any insurance policy to which this Clause 6 relates.

6.4 National Grid shall have the right to receive, on request, confirmation of the insurances required to be effected or maintained by the Customer under this Clause 6. The Customer shall, within seven calendar days of being requested to do so, provide National Grid with a letter from the Customer's insurers or insurance brokers confirming that the Customer has effected the insurances specified in this Clause 6 and that the Customer has paid in full the premiums relating to such insurances. Such letter shall also include a summary of the cover given by such insurances and any relevant exclusions from cover contained in such insurances.

6.5 All insurance's required to be effected or maintained by the Customer under this Clause 6 shall be with reputable insurers, to whom National Grid has no reasonable objection, lawfully carrying on such insurance business in the United Kingdom, and upon customary and usual conditions prevailing for the time being in the insurance market.

6.6 In the event that the Customer fails to comply with its obligations under this Clause 6, National Grid shall be entitled to:-

- (a) withdraw permission for the Customer to proceed with any Connection for which permission had previously been given by National Grid; and
- (b) refuse to grant permission to the Customer to proceed with any other Connections under this agreement;

until such time as the Customer has complied with its obligations in this Clause 6.

Where National Grid does so withdraw permission, the Customer shall re-programme any Connection for which permission had previously been given by National Grid in co-ordination with National Grid once the Customer has complied with its obligations in this Clause 6.

7. LIABILITIES

7.1 The Customer shall indemnify and hold National Grid harmless from and against all claims and causes of action for loss of or damage to the real and personal property of the Customer, Consumer or any Third Party and injury to or death of the Customer or

Consumer or their employees, directors, servants or agent arising out of or in connection with the Agreement except to the extent that such loss, damage, injury or death is attributable to the negligence of National Grid , its contractors and its or their directors, officers and employees.

- 7.2 The Customer shall indemnify and hold National Grid harmless from and against all claims, losses, liabilities, causes of action, damages, fines, penalties, costs (including but not limited to legal costs) and expenses (including but not limited to any such claims, losses, liabilities, causes of action, damages, fines, penalties, costs (including but not limited to legal costs) and expenses arising pursuant to National Grid 's network code and statutory standards of service) arising out of or relating to the Agreement in connection with loss of or damage to the real or personal property of National Grid , its contractors and its or their directors, officers and employees, except to the extent that such loss or damage is attributable to the negligence of National Grid , its contractors and its or their directors, officers and employees.
- 7.3 National Grid shall not be liable for any and all Consequential Loss of the Customer, Consumer or any Third Party. The Customer shall indemnify and hold National Grid harmless from and against any and all Consequential Loss of the Customer, Consumer or any Third Party except to the extent that such Consequential Loss is attributable to the negligence of National Grid , its contractors and its or their directors, officers and employees.
- 7.4 The Customer shall indemnify and hold National Grid harmless from and against all claims and causes of action for any breach of any statutory approval, licence or regulation or any permission, right or interest in land granted to or held by National Grid except to the extent that such breach is attributable to the negligence of National Grid, its contractors and its or their directors, officers and employees..
- 7.5 Subject to Clause 7.6, the Customer's liability to National Grid under Clauses 7.2 and 7.4 shall not exceed ten million pound sterling (£10,000,000) per occurrence or series of occurrences arising from any one event.
- 7.6 Clause 7.5 shall not apply where such claims, losses, liabilities, causes of action, damages, fines, penalties, costs (including but not limited to legal costs) and expenses (including but not limited to any such claims, losses, liabilities, causes of action, damages, fines, penalties, costs (including but not limited to legal costs) and expenses arising pursuant to National Grid 's network code and statutory standards of service) arose as a result of, or was contributed to by, negligence on the part of the Customer, its contractors and its or their directors, officers and employees.
- 7.7 Nothing in the Contract shall exclude or limit the liability of either Party for death or personal injury resulting from the negligence of such Party.

8. TERMINATION

- 8.1 This Agreement shall automatically terminate on 30th June 2008, unless terminated earlier pursuant to Clause 8.2.
- 8.2 National Grid may terminate this Agreement:
- 8.2.1 forthwith, either orally or in writing, if National Grid acting as a RPO considers there are circumstances which may lead to the endangerment of life or property. If such notice is give orally, National Grid shall provide written confirmation of the termination within forty-eight hours of such termination.
- 8.2.2 forthwith on written notice if the Customer goes into liquidation (either voluntary or compulsory) or if any administrator or administrative receiver shall be appointed in respect of the whole or any part of its assets; or if it shall make or offer to make any arrangement or composition for the benefit of creditors generally if it shall become subject to a change in control as defined by Section 840 of the Income and Corporation Taxes Act 1988;
- 8.2.3 by giving (7) calendar days prior notice in writing if the Customer does not comply with its obligations in respect of Clause 4; or
- 8.2.4 by giving twenty eight (28) calendar days prior notice in writing to the Customer.
- 8.3 If the Agreement is terminated under any provision of this Clause 8, National Grid shall be entitled to receive;
- 8.3.1 any cost or expense reasonably incurred or for which National Grid is liable and is unable lawfully or contractually to avoid or recover from a Third Party in connection with the completion of Works under this Agreement including, without limitation, forfeited deposit, cancellation fees and legal expenses; and
- 8.3.2 any and all reasonable costs incurred or expended in the restoration and/or reinstatement of land or buildings and removal of plant apparatus and equipment which in the opinion of National Grid is necessary as a result of the termination of the Agreement including, without limitation, environmental considerations and contractual commitments.
- 8.4 Without prejudice to Clause 14.1, National Grid shall have the right (but not the obligation) to take all ownership in and rights over any partly completed Works after termination of this Agreement under this Clause 8. National Grid shall advise the Customer when giving notice of termination pursuant to Clause 8.2, or prior to the

date set out in Clause 8.1, of which partly completed Works (if any) National Grid wishes to take all ownership in and rights over after termination of this Agreement.

9. COMPLETION

- 9.1 Substantial Completion of Works in progress shall be achieved prior to termination of this Agreement unless National Grid has given its written consent for an extension of time and such extension shall be given at the sole discretion of National Grid.
- 9.2 Completion of each of the Works shall be achieved as soon as the Customer has provided the information pursuant to Clause 4.10 in relation to such Works. Should Completion of Works not be achieved within seven (7) Working Days of Substantial Completion of the same Works, National Grid shall be entitled to terminate in accordance with Clause 8.

10. CONFIDENTIALITY

- 10.1 The Customer shall keep confidential and shall not disclose to any Third Party any information provided by National Grid in connection with the negotiation or performance of this Agreement, provided that this restriction shall not apply to any information which at the time of disclosure is in the public domain or thereafter becomes part of the public domain otherwise than as a consequence of a breach by the Customer of its obligations under this Clause 10.1. Provided further that nothing in this Agreement shall prevent the disclosure of information to any government department or any governmental or regulatory agency having jurisdiction over the Customer, or as required by law or any lawful subpoena or recognised stock exchange or other process in connection with any judicial arbitration or administration proceeding, or where reasonably necessary to effect the purpose of this Agreement. Provided further that in the event disclosure to any Third Party is necessary and permissible under this Clause, the Customer shall use all reasonable endeavours to ensure that such Third Party shall respect the confidentiality of such information and be bound by the terms of this Clause 10.1 as if a party thereto.
- 10.2 National Grid shall keep confidential and shall not disclose to any Third Party any information provided by the Customer in connection with the negotiation or performance of a this Agreement, provided that this restriction shall not apply to any information which at the time of the disclosure is in the public domain or thereafter becomes part of the public domain otherwise than as a consequence of a breach by National Grid of its obligations under this Clause 10.2. Provided further that nothing in this Agreement shall prevent the disclosure of information to any government department or any governmental or regulatory agency having jurisdiction over National Grid, or as required by law or any lawful subpoena or recognised stock exchange or other process in connection with any judicial arbitration or administration

proceeding, or where reasonably necessary to effect the purpose of a this Agreement. Provided further that in the event disclosure to any Third Party is necessary and permissible under this Clause, National Grid shall use all reasonable endeavours to ensure that such Third Party shall respect the confidentiality of such information and be bound by the terms of this Clause 10.2 as if a party thereto.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Customer hereby assigns or agrees to assign to National Grid, with full title guarantee, all rights in and to any Intellectual Property created or which will be created and arising from and/or in each of the Works for the full duration of such rights, wherever in the world enforceable, and shall procure such an assignment from any employee of the Customer and any Third Party engaged in each of the Works.
- 11.2 The Customer agrees to (in the case of any employee or Third Party it shall engage in the Works to procure that they shall) execute all further documents and assignments and do all such further things as being necessary to perfect National Grid's title to the Intellectual Property in each of the Works or to register National Grid as owner of registrable rights.
- 11.3 The Customer agrees that the assignment of rights under this Clause 11 shall in no way impose upon National Grid an obligation to protect, enforce, exploit or make use of any such rights.
- 11.4 To the full extent permissible by the applicable laws, the Customer shall procure waivers of moral rights arising as a result of each of the Works from any employee or Third Party it shall engage in the work.
- 11.5 For the avoidance of doubt National Grid shall have the right to sub-licence, assign and otherwise transfer its rights under Clause 11.1.
- 11.6 The Customer shall refrain from any action prejudicial to the subsistence of Intellectual Property created or arising from each of the Works and from action prejudicial to the assignments in Clause 11.1.

12. EMERGENCIES

- 12.1 In the event of an emergency situation arising in relation to any of the Works or any part thereof at a time when a National Grid Nominated Observer is in attendance, the Customer shall, notwithstanding any other Clause in this Agreement or the Pre-Existing Contract, pass over all control over such Works to the National Grid Nominated Observer. The Customer shall take all action, as a RPO, to safeguard life and property, shall notify the Network Controller of the emergency situation and shall ensure that its employees, servants or agents remain on site at the disposal of the

National Grid Nominated Observer until released by the National Grid Nominated Observer. The Customer shall follow all instructions and directions (whether oral or written) given by the National Grid Nominated Observer.

- 12.2 In the event of an emergency situation arising in relation to the Works or any part thereof at a time when a National Grid Nominated Observer is not in attendance, the Customer shall contact the National Grid national emergency telephone helpline, shall cease all Works immediately and shall follow all instructions and directions (whether oral or written) given by National Grid personnel. In addition, Customer shall take all action, as a RPO, to safeguard life and property and shall ensure that its employees, servants or agents remain on site at the disposal of the National Grid emergency personnel until released by the National Grid emergency personnel.

13. THE CUSTOMER'S WARRANTIES

- 13.1 The Customer warrants that each of the Works (including all materials and Equipment) shall be free from defects for a period of two (2) years from Completion of such Works.
- 13.2 The Customer warrants that on Completion, each of the Works shall have been designed and constructed in accordance with the parameters agreed with National Grid.
- 13.3 The Customer warrants that on Completion of the relevant Works, any permanent reinstatement conducted in any Highway or (where the Pre-Existing Contract incorporates National Grid 's General Conditions of Contract for Site Engineering Works for Connected Offtake Systems) any permanent reinstated conducted in accordance with any permission, right of interest in land acquired to or pursuant to paragraph 1.7 of Part A of Appendix 1, shall be free from defects for a period of two (2) years, or in the case of excavations deeper than 1.5 metres, three (3) years from Completion of the relevant Works.
- 13.4 The Customer warrants that it has entered into this Agreement on its own behalf.

14. OWNERSHIP

- 14.1 National Grid shall take ownership of the Equipment upon Completion of the relevant Works.
- 14.2 The extent of the Equipment upon which National Grid shall take ownership of shall be agreed between the Parties prior to Substantial Completion of the relevant Works and are to be based upon the scope of the Customer's design application for the Connection, Service Disconnection or Service Alteration (as the case may be) set out in the Customer's request to be permitted to carry out the Works. Should no

agreement be reached the National Grid Responsible Engineer shall determine the extent of the Works that shall pass into National Grid's ownership. Where the Pre-Existing Contract incorporates National Grid's General Conditions of Contract for Site Engineering Works for Connected Offtake Systems, the extent of the Equipment of which National Grid shall take ownership shall be the minimum necessary to permit National Grid's system to be isolated from the connected system.

- 14.3 In consideration of National Grid taking ownership of the Works as set out in Clause 14.1, the Customer confirms that on completion of the Works:
- (a) full ownership of the Works and the Ancillary Rights relating thereto will transfer to National Grid; and
 - (b) at its own expense the Customer will do all that is practicable to transfer or procure the transfer of full ownership of the Works and the Ancillary Rights relating thereto to National Grid.
- 14.4 The Customer shall indemnify and hold National Grid harmless from and against all claims, losses, liabilities, causes of action, damages, fines, penalties, costs (including but not limited to legal costs) and expenses (including but not limited to any such claims, losses, liabilities, causes of action, damages, fines, penalties, costs (including but not limited to legal costs) and expenses arising pursuant to National Grid 's network code and statutory standards of service) arising out of or relating to any failure by the Customer to transfer full ownership as aforesaid to National Grid on completion of the Works.

15. ASSIGNMENT

The Assignment of this Agreement is prohibited.

16. WAIVER AND MODIFICATION

- 16.1 None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing and signed by a duly authorised representative of the Party making the waiver. No such waiver shall be a waiver of any past or future default or breach or modification of any other term, provision, condition or covenant of this Agreement unless expressly set forth in such waiver.
- 16.2 No amendments to this Agreement made there under shall be valid unless made in writing and agreed and signed by the duly authorised representatives of the Parties hereto.

17. SERVICE OF NOTICES

Any notice required to be served under these conditions by National Grid or the Customer shall be sufficiently served if sent by prepaid first class post or facsimile transmission to the address shown in the request for Authorisation, or the Order or the Quotation respectively provided that facsimile transmissions shall be confirmed by prepaid post or other appropriate means.

18. SURVIVAL

The terms and conditions of this Agreement which by their nature or their context are intended to have effect after termination shall do so.

19. THIRD PARTY RIGHTS

Subject to any rights which may accrue to any successor or permitted assign of the Parties, no provision of this Agreement shall or may be construed as creating any rights enforceable by a third party and all third party rights as may be implied by law are hereby excluded to the fullest extent permitted by law from the Contract.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English law and the Parties will submit any dispute to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF the duly authorised representatives of National Grid and the Customer have executed this Agreement the day and year first before written

Signed for and on behalf of

Signed for and on behalf of

National Grid Gas plc

[Customer]

Signature:

Signature:

Name:

Name:

Position:

Position:

In the presence of:

In the presence of:

Signature:

Signature:

Name:

Name:

Position:

Position:

APPENDIX 1 - THE WORKS

Parts A to C of this Appendix 1 applies in respect of Connections. Part D of this Appendix 1 applies in respect of Service Disconnections. Part E of this Appendix 1 applies in respect of Service Alterations.

PART A

Where the Pre-Existing Contract incorporates National Grid 's General Conditions of Contract for Site Engineering Works for Connected Offtake Systems, the following shall apply:-

1. Each of the Works shall comprise the following:-
 - 1.1 the design of the Connection so as to be capable of providing the capacity and pressure specified in the Quotation;
 - 1.2 the procurement of all items and materials that are to be incorporated into the Connection;
 - 1.3 the provision, installation and Commissioning of the Connection and such that it meets the criteria set out in 1.1;
 - 1.4 any variation to such Works agreed in writing by the Parties;
 - 1.5 the excavation, backfill and permanent reinstatement of any trench excavated in the course of such Works on a Highway or at any location other than on the Site;
 - 1.6 the excavation backfill and permanent reinstatement of any trench in a Highway required for the performance of such Works on the Site;
 - 1.7 the procurement of all necessary permissions, rights and interests in land required for the construction of structures to be constructed or installed other than on the Site in the course of such Works and such Mains as are to be constructed in the course of such Works (other than Mains to be constructed on the Site).
 - 1.8 any additional activities for which a price is specified in the Quotation.
2. Each of the Works on the Site shall include (where necessary):-
 - 2.1 the inspection, installation and testing of Pipework;
 - 2.2 making good soft and/or hard landscape and/or decorative finishes unless part of a Highway;
 - 2.3 final connection from the Individual System Exit Point to the Pipework;

- 2.4 the excavation, backfill, temporary or permanent reinstatement of any trench required on the Site in connection with the Works other than trenches required in any Highway;
- 2.5 the design of the Connection so as to avoid interruption to the conveyance of natural gas to the downstream Supply Meter Installation in the course of future maintenance of the Connection.

PART B

Where the Pre-Existing Contract incorporates National Grid 's General Conditions of Contract for Self Lay Pipe (System) not exceeding 2,196,000 kWh, the following shall apply:-

1. Each of the Works shall comprise the following:-
 - 1.1 the design of the Connection so as to be capable of meeting the capacity and pressure requirements of such Works at the time of Commissioning;
 - 1.2 the procurement of all items and materials that are to be incorporated into the Connection;
 - 1.3 the provision, installation and testing of the Connection such that it meets the criteria set out in paragraph 1.1;
 - 1.4 any variation to such Works agreed in writing by the Parties;
2. Each of the Works shall include (where necessary):
 - 2.1 the design, procurement or installation of the Supply Meter Installation or the Meter Housing;
 - 2.2 making good cosmetic surfaces, plasterwork and decoration;
 - 2.3 the design, procurement or installation of Equipment so as to avoid interruption to the conveyance of natural gas to the Supply Meter Point in the course of future maintenance of the Equipment and the Supply Meter Installation (if any);
 - 2.4 the commissioning of any Supply Meter Installation or the provision of gas for that activity;
 - 2.5 the excavation, backfill and temporary or permanent reinstatement of any trench required in connection with the Works whether in a Highway, on Site or at any other location whatsoever;
 - 2.6 the procurement of necessary permissions, rights and interests in land required for the construction of such structures and Mains as are to be constructed or installed by National Grid upstream of the Connection in the course of the Connection.

PART C

Where the Pre-Existing Contract incorporates National Grid 's Authorisation and Connection Conditions for New Self Lay Pipes above 2,196,000 kWh up to 7 bar, the following shall apply:-

1. Each of the Works shall comprise the following:-
 - 1.1 the design of the Connection so as to be capable of meeting the capacity and pressure requirements of such Works at the time of Commissioning;
 - 1.2 the procurement of all items and materials that are to be incorporated into the Connection;
 - 1.3 the provision, installation and testing of the Connection such that it meets the criteria set out in paragraph 1.1;
 - 1.4 any variation to such Works agreed in writing by the Parties;
2. Each of the Works shall include (where necessary):
 - 2.1 the design, procurement or installation of the Supply Meter Installation or the Meter Housing;
 - 2.2 making good cosmetic surfaces, plasterwork and decoration;
 - 2.3 the design, procurement or installation of Equipment so as to avoid interruption to the conveyance of natural gas to the Supply Meter Point in the course of future maintenance of the Equipment and the Supply Meter Installation (if any);
 - 2.4 the commissioning of any Supply Meter Installation or the provision of gas for that activity;
 - 2.5 the excavation, backfill and temporary or permanent reinstatement of any trench required in connection with the Works whether in a Highway, on Site or at any other location whatsoever;
 - 2.6 the procurement of necessary permissions, rights and interests in land required for the construction of such structures and Mains as are to be constructed or installed by National Grid upstream of the Connection in the course of the Connection.

PART D

In respect of Service Disconnections, the following shall apply:-

1. Each of the Works shall comprise the following:-

- 1.1 the design of the Service Disconnection so as to be capable of meeting the capacity and pressure requirements of such Works at the time of Commissioning;
 - 1.2 the procurement of all items and materials that are to be utilised in or incorporated into the Service Disconnection;
 - 1.3 the provision, installation and testing of the Service Disconnection such that it meets the criteria set out in paragraph 1.1;
 - 1.4 any variation to such Works agreed in writing by the Parties;
2. Each of the Works shall include (where necessary):
- 2.1 the removal of the Supply Meter Installation or the Meter Housing;
 - 2.2 making good cosmetic surfaces, plasterwork and decoration;
 - 2.3 the excavation, backfill and temporary or permanent reinstatement of any trench required in Service Disconnection with the Works whether in a Highway, on Site or at any other location whatsoever.

PART E

In respect of Service Alterations, the following shall apply:-

1. Each of the Works shall comprise the following:-
 - 1.1 the design of the Service Alteration so as to be capable of meeting the capacity and pressure requirements of such Works at the time of Commissioning;
 - 1.2 the procurement of all items and materials that are to be incorporated into the Service Alteration;
 - 1.3 the provision, installation and testing of the Service Alteration such that it meets the criteria set out in paragraph 1.1;
 - 1.4 any variation to such Works agreed in writing by the Parties;
2. Each of the Works shall include (where necessary):
 - 2.1 the design, procurement or installation of the Supply Meter Installation or the Meter Housing (if necessary);
 - 2.2 making good cosmetic surfaces, plasterwork and decoration;
 - 2.3 the design, procurement or installation of Equipment so as to avoid interruption to the conveyance of natural gas to the Supply Meter Point in the course of future maintenance of the Equipment and the Supply Meter Installation (if any);

- 2.4 the commissioning of any Supply Meter Installation or the provision of gas for that activity;
- 2.5 the excavation, backfill and temporary or permanent reinstatement of any trench required in Service Alteration with the Works whether in a Highway, on Site or at any other location whatsoever;
- 2.6 the procurement of necessary permissions, rights and interests in land required for the construction of such structures and Mains as are to be constructed or installed by National Grid upstream of the Service Alteration in the course of the Service Alteration.

APPENDIX 2 - INFORMATION TO BE PROVIDED BY CUSTOMER**Certification File:**

The Certification File for each project shall include the following documents:

- Completed pressure test certification for pipe to be adopted by National Grid (such certificate to be in accordance with recognised gas industry standards and to be available prior to the Connection occurring)
- Records of materials certification (not required in respect of works which are less than or equal to 2 bar)
- As-laid plans (draft)
- Easement, Agreement or Form of Consent (where required)
- Planning permission (Excluding below ground pipe)
- GL/5 documentation (Where applicable)
- Variations from validated submission

Additional contents may be required and shall be notified to the Customer at least 7 calendar days prior to Substantial Completion.

Completion File:

The Completion File for each project shall include the following documents:-

- Completed pressure test certificate(s)
- As-laid plans (final)
- Materials guarantees/warranty **
- Cathodic protection details **
- Correspondence details to – customer/local authority/public/utility/legal **
- Details of street furniture damage **
- Details of damage to other utilities plant with locations (photos if possible) **
- Video/photo evidence (before/after as appropriate) **
- Relevant Supply Meter Point Reference Number(s) (MPRN)

Additional contents may be required and shall be notified to the Customer at least 7 calendar days prior to Substantial Competition.

NB: Items marked ** are only required where applicable