

Terms and Conditions for the Alteration of a Service Pipe and/or Meter Installation for Standard Domestic Premises - U6 Meters and Service Pipes

The Customer wishes to instruct SSE Enterprise Utilities ('SSEEU') to carry out the works identified in SSEEU's quotation and SSEEU agrees to carry out the works on these terms & conditions. SSEEU's quotation is valid for one month, provided that it has not been previously withdrawn. All quotations are given on the basis that any work performed by SSEEU is carried out in accordance with this Contract and the current edition of the SSEEU booklet titled "Application for the Alteration for a Domestic Gas Supply" (the 'Order'). It is agreed that this Contract prevails over any inconsistent terms or conditions and that the Contract may not be altered without SSEEU's written consent. In the case of conflict between this Contract and the quotation, this Contract has precedence. The Customer agrees to pay SSEEU for the Works payment in full (as defined below).

The Contract shall comprise the Order and the following terms and conditions:

1 The Works

1.1 Subject to the terms and conditions set out below, SSEEU shall use reasonable skill and care to carry out the work set out below; and / or in the Order; and, if applicable, as varied in accordance with clause 7.1 below (the 'Works'):

- (a) alter the location of the service pipe to the premises specified in the Order (the 'Premises') and commission the altered service pipe; and / or
- (b) remove and re-fix the meter installation at the Premises, provided that the existing meter installation at the premises is suitable for fixing at the proposed location; and / or,
- (c) where SSEEU has re-fixed the meter installation, and where the Customer has requested it, re-locate and re-connect the meter to the existing installation pipe provided that the length of pipe required does not exceed 20 metres; and / or,
- (d) carry out any other works included in the Order; and / or
- (e) supply all necessary materials in respect of the above; and / or,
- (f) the Customer agrees that the permanent reinstatement of drives, paths and other surfaces disturbed during the Works will only be undertaken where a bespoke quotation has been requested and provided it includes excavation and reinstatement by SSEEU.

2 Exclusions

2.1 The following are not included in the Works:

- (a) the fitting and/or supply of an approved meter box. It is agreed that this must be carried out by the Customer prior to the commencement of the Works where the Works involve removing and re-fixing the meter installation at the Premises.
- (b) re-connecting a meter and / or meter outlet to the existing installation pipework where the Customer has not requested nor agreed to pay for such re-connection; or where the length of new pipe exceeds the maximum permissible length of 20 metres;
- (c) the matching of any permanent reinstatement used for drives, paths, other surfaces to existing surface, colour or materials, etc.;
- (d) the reinstatement of specialist surface finishes of any kind including, but not limited to, coloured tarmac, tiles, mosaic or embossed concrete surfaces, etc., or of walls, fences, landscaping, drainage, etc.;
- (e) any work (including main equipotential bonding) on the outlet side of the meter, other than specified in clause 1.1 (c) above; and
- (f) the making good of builders' work, plasterwork, cosmetic surfaces, decorative finishes and the like other than damage caused by negligent or defective workmanship of SSEEU which shall be made good by SSEEU at no additional cost to the Customer.

3 Liabilities

- 3.1 Notwithstanding any other provision in this Contract, SSEEU accepts liability if it negligently causes death or personal injury, or physical damage to property.
- 3.2 For the avoidance of doubt, nothing contained within these terms and conditions affects the Customer's statutory rights.
- 3.3 In respect of all other loss or damage, SSEEU's total liability shall, subject to clause 3.4, be limited to an amount not exceeding the amount payable to SSEEU under clause 8.1 less, if applicable, any amount paid by SSEEU to the Customer in accordance with the compensation scheme relating to its Standards of Service as may apply from time to time.
- 3.4 Subject to clause 3.1, the parties agree that, under no circumstances, SSEEU is not liable for indirect or consequential losses (which includes without limitation, loss of contracts, loss of profits, loss of revenue, or loss of anticipated savings in expenditure) which arise as a result of SSEEU's breach of the Contract; negligence; or otherwise.

4 Timescales

4.1 On receipt of the Customer's Order, SSEEU shall:

- (a) advise the Customer of the proposed commencement date for the Works and, if deemed necessary by SSEEU, the date for any survey(s);
- (b) carry out the works on SSEEU's normal working days (i.e. Monday to Friday) between the hours of 8.00 and 17.00;
- (c) give the Customer a minimum of 2 working days prior notice of any amendment to the commencement date of the Works; and
- (d) having commenced the Works, use reasonable endeavours to complete the Works by the date specified in the Customer's Order. In the event that SSEEU is delayed or prevented by events or circumstances beyond its reasonable control, SSEEU shall be entitled to additional time to complete its Works or entitled to terminate the Contract, and in the event that SSEEU terminates the Contract, SSEEU shall refund payments made by the Customer under this Contract.

5 Information and Access

5.1 The Customer agrees to:

- (a) provide accurate information to SSEEU including, but not limited to, in the Order and its Acceptance;
- (b) obtain the necessary consents for the service pipe to cross land or property not belonging to the Customer (other than Public Highways). SSEEU will, on request, provide without charge an acceptable standard form of consent. In carrying out the Works, SSEEU shall be entitled to rely upon the Customer's confirmation that such consents have been obtained;
- (c) provide access to the premises and third-party property (*by responsible adult*) necessary to complete the Works; and
- (d) ensure that any meter box (when the Works involve the removing and re-fixing of a meter installation at the Premises) has been fully installed prior to the commencement of the Works.

5.2 The parties agree that:

- (a) where the Works involve the alteration of the existing service pipe to the Premises, the existing service pipe does not cross third party land (other than a public highway) and the altered route of the service pipe to the Premises will not cross third-party land (other than Public Highway);
- (b) where the Works involve the alteration of the existing service pipe to the Premises, the altered service pipe can follow, without any obstruction and without crossing bridges, tunnels or other similar civil engineering works, the shortest route from the existing service pipe (immediately prior to the point of alteration) to the termination point of the altered service pipe;
- (c) unless the Order indicates to the contrary, the Premises does not form part of a multi-storey property or involve handling or dealing with any hazardous materials;
- (d) the Works do not form part of a request for an increased load;
- (e) in the event that the Customer indicates that it will excavate trenches, then such excavations will be carried out in accordance with SSEEU's requirements;
- (f) if appropriate, the new location of a meter complies with all relevant laws and regulations and the existing meter installation is suitable for the re-fixing at the proposed location; and
- (g) that the Works relate to a premise that has a maximum gas consumption rate of 6 cubic metres per hour.

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5.3 Before commencing any Works, SSEEU shall carry out an inspection to confirm, so far as practicable, that the matters set out in clause 5.2, and the information provided by the Customer in the Order, are correct. In the event that the information, or any one or more of the assumptions are not correct, and the Customer did not draw this to SSEEU's attention at the time of placing the Order, then SSEEU shall be entitled to terminate the Contract immediately and will refund the Customer any part of the payment made which has not been reasonably incurred by SSEEU in relation to the Works at the time of termination.

5.4 In the event that the Customer fails to comply with any part of clause 5.1(b) to 5.1(d), then SSEEU shall be entitled to terminate the Contract immediately and will refund the Customer any part of the payment made which has not been reasonably incurred by SSEEU in relation to the Works at the time of termination.

6 Multi-Storey Properties

6.1 If the Premises is a part of a multi-storey property (i.e. if there are separate dwellings above or below the Premises in the same building), then SSEEU may terminate the Contract if SSEEU determines (in its sole discretion) that the Premises that the gas supply are not suitable for alteration due to the construction of the building or the layout or configuration of the gas supply to the Premises.

6.2 In the event that SSEEU decides to terminate the Contract, then SSEEU will refund the Customer the full amount of any payment made by the Customer before the date of the termination.

7 Variations

7.1 In the event that, following a survey (if deemed necessary by SSEEU), or an inspection pursuant to clause 5.3, SSEEU deems that variations are required to the Works and/or the price of the Works as set out in the Order, such variations shall be deemed to be Additional Work and the provisions of clause 8.2 shall apply.

8 Payment

8.1 The Customer agrees to pay SSEEU for Works (including any VAT, where applicable) in full with the Order.

8.2 In the event that additional work is necessary to complete the Works ('Additional Work') either due to:

- an event which is not reasonably foreseeable; or
- the Customer altering the requirements that it originally set out in the Order; or

(c) incorrect or incomplete information provide by the Customer, then SSEEU shall be entitled to additional charges ('Additional Charges') to the Customer in respect of the Additional Work. SSEEU shall advise the Customer of the reason why Additional Works apply, and the value of the Additional Charges shall be agreed with the Customer. The Customer agrees to pay the Additional Charges within 30 days of the date of SSEEU's invoice. In the event that the Customer fails to agree to the Additional Charges, SSEEU shall not be obliged to carry out the Additional Work, nor complete the Works, and the Customer shall be deemed to have terminated the Contract and the provisions of clause 9.1 below shall apply.

9 Termination

9.1 The Customer may terminate this Contract at any time giving at least 5 working days' notice and agrees to pay to SSEEU reasonable costs (including VAT when applicable) incurred up to the date of termination, except where the Contract is terminated pursuant to SSEEU's breach of the contract.

9.2 SSEEU may terminate the Contract:

- immediately if the information given by the Customer is incorrect and significantly affects the Order. SSEEU 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. SSEEU may also terminate the contract in accordance with clause 8.2.
- by giving 5 working days written notice if the Works are not completed within 6 months from the date of the quotation where the delay is not due to the fault or default of SSEEU. Where SSEEU terminates under this clause it will refund any part of the payment made which has not reasonably incurred by SSEEU at the time of termination.

10 Use of Contractors

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

11 Warranty & Liability

11.1 SSEEU agrees to use reasonable skill and care to carry out the Works and agrees to provide a warranty (save for incorrect use; user abuse; etc.) for one year from the completion of the Works.

11.2 The parties agree that SSEEU is not liable for any delay costs and / or it has no liability for late completion of its Works.

12 Ownership of Service Pipe

12.1 The altered service pipe shall at all times belong to Indigo Pipelines Ltd.

13 Disputes, Notices and Jurisdiction

13.1 Any dispute or difference of opinion shall, in the first instance, be referred to senior management of SSEEU for resolution.

13.2 Any notice must be served by prepaid post, email or fax at the relevant SSEEU or Customer address shown on the Order.

13.3 The Contract and all Works under it are governed by the laws of England and subject to the exclusive jurisdiction of the English Courts.

Quotation Charge Terms and Conditions

For work requests that are subject to Quotation Charges the following Terms and Conditions apply.

In consideration for the Customer providing the necessary information and paying the Quotation Charge as set out in SSEEU's Domestic Service Alteration Pack, published from time to time on the internet. SSEEU will prepare and issue a quotation to meet the Customer's requested requirements to either supply a new gas service connection or an alteration to an existing service connection.

SSEEU will provide a quotation within the timescales set out on SSEEU's Domestic Service Alteration Pack.

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