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DATED

2011

AGREEMENT
for
THE CONNECTION OF
AMR EQUIPMENT TO
METERING EQUIPMENT

between

National Grid Metering Ltd

and

XXXXXXXXXXXX

SUBJECT TO CONTRACT

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THIS AGREEMENT is made the [] day of [] 2011

BETWEEN

- (1) **National Grid Metering Ltd** (company no 3705992) a registered Meter Asset Manager whose registered office is at 1-3 Strand London, WC2N 5EH (“the MAM”); and
- (2) **XXXXXXXXXXXX** (company no XXXXX) whose registered office is at XXXXXXXXXXXXXXX (“the Company”).

WHEREAS

- (A) The Company wishes to undertake connection of AMR Equipment, directly or indirectly, to Metering Equipment owned or managed by the MAM and located at various premises of Consumers in Great Britain.
- (B) Such connection is for the purpose of enabling the Company, or a third party, to operate such AMR Equipment.
- (C) The MAM is the Meter Asset Manager for such Metering Equipment and duly authorised by the MAP to enter into this Agreement, and as such is willing to permit the connection of AMR Equipment, directly or indirectly, to such Metering Equipment, and the operation of AMR Equipment, upon the terms set out in this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS

1. DEFINITIONS AND INTERPRETATIONS

1.1 Except as otherwise provided herein or unless the context otherwise requires, the following terms shall have the meanings set out respectively below:

“Act of Insolvency”

shall mean one or more of:

- (1) a notice being issued to propose a resolution for winding up or dissolution, or such a resolution being passed; or
 - (2) a petition for winding up or an administration or bankruptcy order being presented, or such an order being made; or
 - (3) any steps being taken with a view to a voluntary arrangement or other assignment, composition or arrangement with all or any creditors or any moratorium, readjustment, rescheduling, forgiveness or deferral of all or any indebtedness; or
 - (4) suspension of payments to all or any creditors and/or ceasing business; or
 - (5) an encumbrancer taking possession of all or any assets of a Party; or
 - (6) an administrator or receiver being appointed over a Party or all or any of its assets; or
 - (7) any action anywhere similar or analogous to any of the foregoing; or
 - (8) the other Party having reasonable grounds for believing that any of the foregoing is imminent,
- and for the avoidance of doubt if any of the foregoing occur in relation to a partner in any of the Parties then it shall be deemed to have occurred in relation to that Party;

“Agreement”

shall mean this Agreement and the Schedules hereto;

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“Affiliate”

shall mean any holding company or subsidiary company of a Party or any company which is a subsidiary of such a holding company and the expressions “holding company” and “subsidiary” shall have the meanings specified in Section 1159 of the Companies Act 2006 as amended from time to time;

“AMR Equipment”

shall mean equipment attached or to be attached to Relevant Metering Equipment in accordance with IGEM/GM/7, including without limitation building management systems and any other equipment used to obtain information from the Metering Equipment;

“AMR Works”

shall mean all and any works required for connection of AMR Equipment, directly or indirectly, to Relevant Metering Equipment, and the disconnection of such AMR Equipment, including without limitation to the extent necessary the dismantling or opening up of Relevant Metering Equipment for the purposes of such connection or disconnection;

“Ancillary Equipment”

shall mean associated valves, filters, pressure regulators, pre heaters, flexible connectors, meter by pass, interconnecting pipework fittings, cables and necessary supports;

“Authority”

shall mean the Gas and Electricity Markets Authority;

“Competent Authority”

shall mean the Authority, or any local, national or supranational agency, authority, department, inspectorate, minister, official, court, tribunal or public or statutory person (whether autonomous or not) of the United Kingdom (or the government thereof) or the European Union which has jurisdiction over MAMs or the Company or the subject matter of the Agreement;

“Confidential Information”

shall mean any secret or confidential information (in whatever form) relating to the affairs of either Party which is obtained by the other Party (or a third party acting on its behalf) pursuant to or in the course of the negotiation, implementation or performance of this Agreement;

“Connection Certificate”

shall mean a notification by the Company to the MAM of a connection of AMR Equipment to Relevant Metering Equipment by the Company in the format set out in Schedule 2;

“Consumer”

shall mean the person being supplied (or capable of being supplied) with natural gas at a Meter;

“Consequential Loss”

shall mean:

- (1) all losses, costs, damages and expenses incurred in respect of failure to receive or deliver readings from Metering Equipment;
- (2) indirect, special or consequential loss;
- (3) loss of use, revenue, profit, business, goodwill, data, anticipated savings or production; and
- (4) increased cost of working and business interruption,

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in each case howsoever caused arising out of or in connection with the subject matter of this Agreement (whether or not foreseeable at the date of this Agreement and irrespective of whether caused by any tortious act or omission or breach of any obligation contained herein;

“Conversion Device” or “Convertor”

shall have the same meaning as such term is defined in the Institution of Gas Engineers and Managers publication (IGEM/GM/5) being an instrument owned by the MAM for calculating the volume of gas at a predefined standard temperature and pressure which is equivalent to the volume of gas at actual temperature and pressures recorded as passing through a Meter;

“Day”

shall mean a calendar day;

“Disconnection Certificate”

shall mean a notification by the Company to the MAM of a disconnection of AMR Equipment to Relevant Metering Equipment by the Company in the applicable format set out in Schedule 2;

“Excluded Metering Equipment”

shall mean Relevant Metering Equipment which is excluded from the scope of this Agreement as identified in a document published by the MAM from time to time;

□ **“Flow Computer”** □ shall mean a device that utilises a high frequency (HF) signal from gas meter and calculates a standard cumulative flow of gas based on this signal, preprogrammed parameters and other gas properties determined by suitable transducers;

“Force Majeure”

shall mean any event or circumstance, or any combination of events and/or circumstances, the occurrence of which is beyond the reasonable control of, and could not have been avoided by steps which might reasonably be expected to have been taken by, a Party, and which causes or results in the failure of that Party to perform or its delay in performing any of its obligations owed to the other Party under this Agreement, including but not limited to:

- (1) war declared or undeclared, threat of war, act of public enemy, terrorist act, blockade, revolution, riot, insurrection, civil commotion or sabotage;
- (2) act of God;

provided always that a lack of funds shall not constitute an event or circumstance of Force Majeure;

“Gas Act”

shall mean the Gas Act 1986 as amended from time to time and the regulations made under it;

“Incoming Operator”

has the meaning set out in clause 7.2;

“Industry Guidelines”

shall mean those standards and guidelines applicable to a Reasonable and Prudent Operator engaged in connection and/or operation of AMR Equipment including without limitation those guidelines and standards set out in Schedule 1;

“MAM Code of Practice”

shall mean the document entitled “Code of Practice for Gas Meter Asset Managers” issued by the Authority as modified or replaced from time to time;

“Meter Output Port”

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shall mean an output connection on a meter as described in IGEM/GM/7 as published from time to time by the Institution of Gas Engineers and Managers;

“Meter”

shall mean a device together with any associated Conversion Device to measure the volume of natural gas supplied, with a specific badge capacity that is in accordance with Schedule 2B of the Gas Act;

“Meter Asset Manager”

shall mean a person authorised to manage Metering Equipment as more particularly described in the MAM Code of Practice;

“Meter Asset Provider”

shall mean the owner of Metering Equipment or such other party responsible for its ongoing provision as more particularly described in the MAM Code of Practice, and “MAP” shall be construed accordingly;

“Metering Agreement”

shall mean all and any agreements for the provision of Metering Services with respect to Relevant Metering Equipment;

“Metering Equipment”

shall mean a Meter and Ancillary Equipment and/or where appropriate Conversion Device, Flow Computer, temperature, pressure or density transducers;

“Metering Services”

shall mean the provision, installation, exchange, commissioning, inspection, repairing, alteration, re-positioning, removal, renewal and maintenance of Metering Equipment together with related services and activities;

“New Operator Certificate”

shall mean a notification to the MAM in the form specified in Schedule 3;

“Outgoing Operator”

has the meaning set out in clause 7.4;

“Parties”

shall mean the MAM and the Company and their permitted successors and assigns and “Party” shall be construed accordingly;

“Reasonable and Prudent Operator”

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 Reasonable and Prudent Operator, and “RPO” shall be construed accordingly;

“Relevant Metering Equipment”

shall mean Metering Equipment for which the MAM is, at the relevant time, the Meter Asset Manager;

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“Supply Meter Point”

shall mean the point at which gas can be taken from the gas transportation system to which the Meter Equipment is or is to be affixed;

“Supplier”

shall mean, a gas supplier licensed under section 7A(1) of the Gas Act;

“Working Day”

shall mean a day other than a Saturday, Sunday, Christmas Day, Good Friday or a Day which is a bank holiday within the meaning of the Banking and Financial Dealings Act 1971.

1.2 In this Agreement unless the context otherwise requires:

1.2.1 headings and sub-headings are for convenience only and shall not affect the interpretation of this Agreement;

1.2.2 all references to any:

(a) statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto; and

(b) technical procedure, technical standard and technical specification shall be deemed to include references to any technical procedure, technical standard and technical specification which amends, extends, consolidates or replaces the same;

1.2.3 reference to contractors shall be interpreted as referring to contractors and subcontractors of any tier;

1.2.4 reference to the word “includes” or “including” are to be construed without limitation;

1.2.5 reference to times of the Day in this Agreement are to official time in the United Kingdom and except where otherwise provided:

(a) where anything is to be done under this Agreement by or not later than a Day or any period under this Agreement is to run to a Day such thing may be done or such period shall run up to the end of such Day;

(b) where anything is to be done under this Agreement from or not earlier than a Day or any period under this Agreement is to run from a Day, such thing may be done or such period shall run from the start of such Day.

1.3 In the event of any conflict between Clauses 1 to 20 inclusive and the Schedules, unless expressly stated otherwise, the former shall prevail.

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2. **COMMENCEMENT AND SCOPE OF AGREEMENT**

2.1 This Agreement shall be effective on the date hereof.

2.2 Where and to the extent that the Company owns or operates AMR Equipment already connected to Relevant Metering Equipment at the date of commencement of this Agreement (whether pursuant to the terms of any agreement entered into between the Parties or otherwise), then the Parties hereby agree and acknowledge that, with effect from such date, the continued connection of such AMR Equipment to Relevant Metering Equipment shall be upon and subject to the terms of this Agreement which shall be read and construed accordingly (and any such agreement between the Parties subsisting as at the date of commencement of this Agreement shall (subject to all and any accrued breaches thereunder) terminate with respect to such AMR Equipment at such date).

2.3 Where after the coming into effect of this Agreement the MAM becomes Meter Asset Manager for Metering Equipment to which the Company's AMR Equipment is at that time connected, then with effect from the later of:-

2.3.1 such date the MAM becomes Meter Asset Manager; and

2.3.2 the date of written notification of the same by the MAM to the Company,

such Metering Equipment shall be treated as Relevant Metering Equipment for the purposes of this Agreement, and the terms and conditions of this Agreement shall apply with respect to the continued connection of the Company's AMR Equipment to such Relevant Metering Equipment.

3. **FUNCTIONALITY OF METERING EQUIPMENT**

3.1 For all purposes connected with this Agreement, it is hereby acknowledged by the Company that no warranty or representation is given or made by the MAM as to:

3.1.1 the presence, accuracy or physical functioning of a Meter Output Port with respect to Relevant Metering Equipment;

3.1.2 the continued availability of a Meter Pulse with respect to Relevant Metering Equipment;

3.1.3 the accuracy or timeliness of any information provided by the MAM in connection with Relevant Metering Equipment;

3.1.4 the suitability or fitness for purpose of any Relevant Metering Equipment with respect to the connection of AMR Equipment; and

3.1.5 the availability of access to Relevant Metering Equipment.

3.2 Without limiting clause 3.1, nothing in this Agreement shall oblige the MAM to provide Metering Equipment of a particular specification at the request of the Company (including the existence or otherwise of a Meter Output Port where it removes or replaces existing Metering Equipment) for any reason whatsoever.

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3.3 For the avoidance of doubt the MAM will consider reasonable requests from the relevant Supplier to take such action as may be agreed between the MAM and the Supplier to make available a functioning Meter Output Port.

4. **RIGHTS GRANTED AND RESERVATIONS**

4.1 Subject always to clauses 4.3 to 4.6 inclusive, the MAM hereby grants to the Company:-

4.1.1 a royalty free right to connect AMR Equipment to Relevant Metering Equipment; and

4.1.2 a right to continue to have its AMR Equipment connected until such rights cease in accordance with this Agreement,

in each case upon and subject to the terms of this Agreement.

4.2 The MAM warrants that it is duly authorised to enter into this Agreement.

4.3 Where the MAM becomes Meter Asset Manager in circumstances where Relevant Metering Equipment replaces a third party's Metering Equipment at a Supply Meter Point and it comes to the MAM's attention that the Company's AMR Equipment was connected to such third party's Metering Equipment immediately prior to its replacement, then the MAM will inform the relevant Supplier of the installation of such replacement Relevant Metering Equipment in the expectation that such Supplier will inform the Company as necessary. Any specific requests from the Company to the MAM with respect to such installed Relevant Metering Equipment will be treated as requests made under and for the purposes of clause 9.1.

4.4 Nothing in this Agreement shall confer on either Party any rights or obligations with respect to Excluded Metering Equipment.

4.5 The Company shall not at any time dismantle or open up Relevant Metering Equipment (including without limitation a Convertor) without the prior written consent of the MAM.

4.6 With respect to AMR Equipment that is not owned by the Company and is at any time connected to Relevant Metering Equipment, whilst there is a reasonable expectation on the part of the Parties that such AMR Equipment may have an output port available for use by the Company as envisaged by IGEM/GM/7, nothing in this Agreement shall be construed as conferring any permission or consent on the part of the owner of such AMR Equipment to the use of any such output port or the dismantling, opening up or other interference with such AMR Equipment.

5. **AMR WORKS BY THE COMPANY**

5.1 The Company warrants and undertakes to the MAM that:

5.1.1 its personnel are competent;

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- 5.1.2 its AMR Equipment is fit for purpose;
 - 5.1.3 the AMR Works will be carried out to the standard of an RPO and in accordance with Industry Guidelines and (subject thereto) best practice;
 - 5.1.4 without limiting clause 5.1.3, all AMR Equipment to be connected, directly or indirectly, to Relevant Metering Equipment will be labelled to the extent required by IGEM/GM/7 (including the provision of relevant contact information for the Company); and
 - 5.1.5 all AMR Equipment connected, directly or indirectly, to Relevant Metering Equipment will be maintained to the standard of an RPO and in accordance with Industry Guidelines and (subject thereto) best practice.
- 5.2 The Company acknowledges and agrees that nothing in the Agreement shall oblige the MAM to:-
- 5.2.1 undertake or carry out any on-site work associated with connection or disconnection of the Company's AMR Equipment to Relevant Metering Equipment (but without prejudice to the MAM's discretion to undertake AMR Works as referred to in clause 6); or
 - 5.2.2 procure the consent of the Consumer and/or the Supplier for the connection or disconnection of the Company's AMR Equipment to Relevant Metering Equipment; or
 - 5.2.3 maintain the connection of Relevant Metering Equipment to which the Company's AMR Equipment may at any time be connected.
- 5.3 Subject always to clause 5.4, the Company shall provide to the MAM a Connection Certificate or Disconnection Certificate (as applicable) for each and every connection or disconnection made to Relevant Metering Equipment within 10 Working Days of the connection or disconnection being made.
- 5.4 It is acknowledged by the Company that its compliance with clause 5.3 is required to enable the MAM to conform with the requirements of the MAM Code of Practice with respect to the identification of equipment connected to Relevant Metering Equipment.
- 5.5 In the event that the Company does not comply with any provision of this clause 5 the MAM may inspect the Relevant Metering Equipment and connected AMR Equipment whereupon the MAM may take such action (including without limitation disconnecting the relevant AMR Equipment) as it considers necessary or appropriate for safety or to protect the integrity of the Relevant Metering Equipment notwithstanding other connected AMR Equipment or to ensure conformity with this Agreement and/or Industry Guidelines.
- 5.6 Where the MAM disconnects the Company's AMR Equipment pursuant to clause 5.5, the MAM shall either (at its sole discretion) leave the AMR Equipment in situ or remove it and make the same available for collection by the Company (at the Company's cost), and the MAM shall use reasonable endeavours to notify the Company of the same as soon as reasonably practicable (which ordinarily shall be within 5 Working Days thereafter).

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- 5.7 The Company shall reimburse to the MAM on demand all its reasonable costs and expenses incurred in connection with the inspection, disconnection, removal and/or storage of the Company's AMR Equipment in the circumstances specified in clauses 5.5 and 5.6.
- 5.8 For the avoidance of doubt, nothing in this Agreement shall prejudice the MAM's entitlement to unrestricted access to any Relevant Metering Equipment where so required as a result of statute, regulation, order of a Competent Authority and/or requirements arising under the relevant Metering Agreement(s), including to disconnect Relevant Metering Equipment for safety or other reasons.
- 5.9 Where the MAM undertakes works to Relevant Metering Equipment in the circumstances referred to in clause 5.8 which results in the disconnection of such Relevant Metering Equipment and/or the disconnection of the Company's AMR Equipment which may be directly or indirectly connected to such Relevant Metering Equipment, then the MAM will inform the relevant Supplier of the nature of such works in the expectation that such Supplier will inform the Company as necessary. Any specific requests from the Company to the MAM with respect to such disconnections resulting from the MAM's works to Relevant Metering Equipment will be treated as requests made under and for the purposes of clause 9.1.

6 **AMR WORKS BY THE MAM**

- 6.1 Nothing in this Agreement shall prevent or restrict the Company from requesting the MAM to undertake or procure the carrying out of some or all of the AMR Works by the MAP, but (subject always to clause 6.2) the MAM may refuse any such request at its sole discretion.
- 6.2 Where the MAM refuses consent pursuant to clause 4.5 for the dismantling or opening up of Relevant Metering Equipment by the Company, then the Company may request pursuant to clause 6.1 that such dismantling and/or opening up of the Relevant Metering Equipment be undertaken by the MAM or that the MAM procures that such work is undertaken by the MAP and insofar as reasonably practicable the MAM shall not be entitled to refuse such request.
- 6.3 The Company agrees and accepts that any agreement pursuant to which the MAM or the MAP undertakes AMR Works shall be subject to and in accordance with such terms and conditions as may from time to time be specified by the MAM or the MAP as the case may be.

7. **CHANGE OF OPERATOR OF AMR EQUIPMENT**

- 7.1 Save in accordance with clause 7.2 the Company shall not assign, transfer, sub contract or charge its rights and responsibilities under this Agreement whether in whole or in part without the prior written consent of the MAM.
- 7.2 If at any time the Company wishes to confer the right to operate AMR Equipment connected to Relevant Metering Equipment to a new operator ("Incoming Operator"), it may do so provided that:

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7.2.1 the Incoming Operator has entered into an agreement with the MAM upon terms substantially the same as this Agreement; and

7.2.2 the MAM receives a New Operator Certificate, duly signed by or on behalf of the Company and the Incoming Operator, specifying the Company's AMR Equipment (and/or associated Supply Meter Point Number) in respect of which rights hereunder are to be transferred from the Company to the Incoming Operator.

7.3 The effect of receipt by the MAM of a duly signed New Operator Certificate pursuant to clause 7.2 shall be:

7.3.1 to relinquish the Company from all rights and obligations under this Agreement with respect to the AMR Equipment, and from the date, specified in such New Operator Certificate; and

7.3.2 for the Incoming Operator to assume all rights, obligations, responsibilities and liabilities of the Company with respect to such AMR Equipment and accrued as at such date; and

7.3.3 for such AMR Equipment, from such date, to be governed by the terms of the agreement between the MAM and the Incoming Operator referred to at clause 7.2.2.

7.4 If at any time the MAM receives a New Operator Certificate duly signed by or on behalf of the Company and a third party wishing to relinquish rights with respect to AMR Equipment connected to Relevant Metering Equipment ("Outgoing Operator"), then the effect of receipt by the MAM of such New Operator Certificate shall be for the AMR Equipment specified in such New Operator Certificate to be governed by the terms of this Agreement from the date specified therein.

8. **NEW INDUSTRY PROCESSES**

The Company undertakes to cooperate with the MAM with respect to any replacement industry wide systems and processes for the collection and storage of data related to equipment attached to Metering Equipment, and without limitation it is acknowledged by the Parties that, in lieu of:-

8.1 the submission of Connection Certificates and Disconnection Certificates; and

8.2 the submission by the MAM of notifications pursuant to any or all of clauses 2.3, 4.3 and 10.3,

such new systems and processes may require the submission of data electronically to a central database.

9. **PROVISION OF INFORMATION AND AUDIT RIGHTS**

9.1 The MAM will use its reasonable endeavours to respond to all reasonable requests from the Company for information in the MAM's possession with respect to Relevant

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Metering Equipment, and for the avoidance of doubt the Company acknowledges that the MAM's ability to respond to such requests will be dependent (inter alia) on the number of Supply Meter Points the subject of such request(s).

9.2 The Company will respond to all reasonable requests from the MAM for information with respect to its AMR Equipment connected or to be connected to Relevant Metering Equipment.

9.3 Without limiting clause 9.2, for all purposes related to the performance by the Company of its obligations hereunder and/or in connection with the investigation of any health and safety incident related to the Company or its personnel:

9.3.1 the MAM shall be entitled at reasonable hours and on reasonable notice to access all documents and records of the Company related thereto; and

9.3.2 the Company hereby grants to authorised personnel of the MAM reasonable access to its premises and the facility to accompany the Company's operatives on site visits to observe AMR Works.

10. **TERMINATION**

10.1 This Agreement may (at the sole discretion of the MAM) be terminated by the MAM in whole or part (and all rights conferred by the MAM hereunder shall cease) in the following circumstances:

10.1.1 forthwith by service of written notice on the Company upon an Act of Insolvency on the part of the Company;

10.1.2 forthwith by service of written notice on the Company upon a material breach of this Agreement by the Company which is incapable of remedy or, if capable of remedy, has not been remedied within 30 Days after service of notice requiring the remedy of such breach by the MAM on the Company;

10.1.3 upon expiry of not less than 28 Days prior written notice on the Company, not to be given until the period for discussion specified in clause 10.9 has elapsed.

10.2 Without prejudice to clause 10.1, the rights granted by the MAM to the Company hereunder with respect to any specific item of AMR Equipment connected to Relevant Metering Equipment may (at the sole discretion of the MAM) be terminated by the MAM forthwith by service of written notice on the Company in the following circumstances:

10.2.1 upon a breach by the Company of any of the warranties and undertakings in clause 5.1 with respect to such AMR Equipment;

10.2.2 upon a breach by the Company of clause 4.5 with respect to such Relevant Metering Equipment;

10.2.3 where in the reasonable opinion of the MAM the continued connection of that AMR Equipment to Relevant Metering Equipment:-

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- (a) is incompatible with Industry Guidelines or the MAM's obligations under statute, regulation, or any Metering Agreement; or
 - (b) may otherwise damage the Relevant Metering Equipment or interfere with readings from the Meter;
- 10.2.4 where in the reasonable opinion of the MAM the Company will be unable to meet its obligations under this Agreement with respect to that AMR Equipment;
- 10.2.5 in the circumstances set out in clause 12.2.
- 10.3 Without prejudice to clauses 10.1 and 10.2, the rights granted by the MAM to the Company hereunder shall terminate automatically with respect to any specific item of AMR Equipment connected to Relevant Metering Equipment if:
 - 10.3.1 the MAM ceases to be the Meter Asset Manager for such Metering Equipment in circumstances where such Metering Equipment remains connected at the relevant Supply Meter Point; or
 - 10.3.2 the MAM ceases to be Meter Asset Manager for such Metering Equipment in circumstances where such Metering Equipment is disconnected from the relevant Supply Meter Point for any reason whatsoever,and in the case of clause 10.3.1 the MAM shall provide notification to new Meter Asset Manager of the existence of the Company's AMR Equipment as soon as reasonably practicable.
- 10.4 Upon termination of the Company's rights pursuant to clauses 10.1 and 10.2, the Company shall as soon as reasonably practicable disconnect (in accordance with clause 5) and remove from site the relevant AMR Equipment and/or, where applicable, cease any ongoing AMR Works, and if the Company fails to do so the MAM shall be entitled to disconnect and/or remove from site the AMR Equipment (and make the same available for collection by the Company), and the Company shall reimburse to the MAM on demand all its reasonable costs and expenses incurred in connection therewith.
- 10.5 Notwithstanding clause 10.4, without prior notice to the Company the MAM may immediately disconnect and/or remove from the site the Company's AMR Equipment (and make the same available for collection by the Company), and the Company shall reimburse to the MAM on demand its reasonable costs and expenses incurred in connection therewith, where the rights granted by the MAM to the Company under this Agreement terminate with respect to that AMR Equipment pursuant to clause 10.2.
- 10.6 Upon termination of the Company's rights pursuant to clause 10.3.1 or pursuant to clause 10.3.2 where Relevant Metering Equipment is disconnected and replaced by a third party's Metering Equipment, it shall be the responsibility of the Company to seek consent from the new Meter Asset Manager for such Relevant Metering Equipment or

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replacement Metering Equipment (as the case may be) for the connection of AMR Equipment thereto.

10.7 The termination of rights granted by the MAM to the Company under this Agreement for whatever reason shall not affect any provision of this Agreement which is expressed to survive or operate in the event of such termination (including, without limitation, clauses 10.4 and 10.6), and shall not prejudice or affect the rights of either Party against the other in respect of any breach of this Agreement or in respect of monies payable by one Party to the other in relation to any period prior to such termination.

10.8 The Company may at any time by notice in writing to the MAM voluntarily terminate this Agreement provided always that:

10.8.1 all amounts payable or which may become payable by the Company to the MAM pursuant to any provision of this Agreement have been paid in full;

10.8.2 any outstanding breach of this Agreement by the Company shall have been remedied; and

10.8.3 no AMR Equipment the subject of this Agreement remains connected to Relevant Metering Equipment.

10.9 In the event that the MAM wishes to terminate the Agreement pursuant to clause 10.1.3, the MAM must first:

10.9.1 give written notice to the Company of its intention to terminate the Agreement; and

10.9.2 thereupon, at the request of the Company, enter into good faith discussions with the Company for such period as the MAM considers reasonable, which shall in any event be for not less than 150 Days, with respect to the terms and conditions upon which the MAM is prepared to allow the continued connection of the Company's AMR Equipment to the Relevant Metering Equipment.

11. **LIABILITY AND INDEMNITIES**

11.1 The Company shall indemnify and keep indemnified the MAM against:-

11.1.1 any claim, cost, loss or liability (including, for the avoidance of doubt, liability to the MAP) arising from the Company being in breach of its obligations set out in this Agreement; and

11.1.2 any cost, loss, claim, expense, damage or liability (including, for the avoidance of doubt, liability to the MAP, and whether arising under any Metering Agreement or otherwise) arising from or related to any damage to or error in operation or malfunction of Relevant Metering Equipment caused by the installation, connection, presence, operation or disconnection of the Company's AMR Equipment.

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- 11.2 Without prejudice to clause 11.1, the MAM may make good at the Company's expense any and all damage (including without limitation damage to Relevant Metering Equipment) arising out of or relating to the installation, connection, presence, operation, modification or disconnection of the AMR Equipment.
- 11.3 The MAM shall not be liable for any loss or damage to the Company's AMR Equipment howsoever caused except (subject to clauses 11.5 and 11.6) where such loss or damage was caused by the negligence of the MAM and/or its subcontractors in connection with AMR Works undertaken by the MAM.
- 11.4 The MAM hereby excludes to the fullest extent permitted by law all and any liability to the Company with respect to the matters specified in clause 3.1, and accordingly (but subject always to clauses 11.3 and 11.7) all and any AMR Works are undertaken by or on behalf of the Company, and the continued connection of the Company's AMR Equipment to Relevant Metering Equipment remains, at its sole risk.
- 11.5 Save in relation to any indemnity contained in this Agreement or as expressly set out in this Agreement, and subject always to clause 11.7, neither Party shall be liable to the other in respect of any breach of this Agreement for Consequential Loss.
- 11.6 Nothing in this Agreement shall exclude or limit the liability of any Party for death or personal injury resulting from the negligence of such Party, or with respect to fraudulent misrepresentation.
- 11.7 The Company shall maintain for the period of this Agreement public liability cover in an amount of not less than £3,000,000 for any one occurrence or series of occurrences arising from any one event against death and personal injury and loss or damage to property. The Company shall where requested by the MAM provide the MAM with a copy of its public liability policy (or evidence of the key terms thereof including insured risks and exclusions) together with evidence of payment of the premiums as soon as reasonably practicable after these payments have been made.

12. **FORCE MAJEURE**

- 12.1 If the performance by either Party of any of its obligations hereunder is affected by Force Majeure it will forthwith inform the other Party in writing of the matters constituting the Force Majeure and will keep that other Party fully informed of the continuance and of any change of circumstances whilst such Force Majeure continues.
- 12.2 If an event of Force Majeure affecting the Company continues for longer than 3 months the MAM may at any time whilst such Force Majeure continues by notice in writing to the Company, terminate this Agreement.
- 12.3 Save as provided in this clause 12, Force Majeure will not entitle either Party to terminate this Agreement and neither Party will be in breach of this Agreement, nor otherwise liable to the other Party, by reason of any delay in performance, or non-performance of any of its obligations hereunder due to Force Majeure.

13. **CONFIDENTIALITY**

□

13.1 Each Party undertakes that it shall not at any time whether during or at any time after this Agreement, disclose to any person any of the other Party's Confidential Information, except as permitted by clause 13.2.

13.2 The other Party's Confidential Information:

13.2.1 may be disclosed by either Party to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 13;

13.2.2 may be disclosed by either Party as may be required by law, court order or any governmental or regulatory authority or for the purposes of, or as required by, this Agreement;

13.2.3 may be disclosed by the MAM to the relevant MAP;

13.2.4 may be disclosed by the MAM to a third party, its agents and contractors where required in connection with the installation of that third party's AMR Equipment directly or indirectly to Relevant Metering Equipment;

13.2.5 may be disclosed by the MAM to the replacement Meter Asset Manager in the circumstances described in clause 10.3.1;

13.2.6 may be disclosed by the Company to the relevant Incoming Operator or Outgoing Operator in the circumstances specified respectively in clauses 7.2 and 7.4.

13.3 The obligations of confidentiality in this clause 13 shall not extend to any matter which is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in this Agreement or which either Party can show was in its written records prior to the date of disclosure of the same by the other Party under this Agreement or which it receives from a third party independently entitled to disclose it or which it is required by law or regulatory authority to disclose.

13.4 No Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

14. **DATA PROTECTION**

Where any information provided by either Party to the other under the Agreement constitutes personal data (as such term is defined in the Data Protection Act 1998) the Parties shall abide by the obligations set out in that Act and shall ensure that any agent, subcontractor or data processor employed or engaged by them is contractually bound to comply with such obligations to the extent required by law.

15. **NO LIEN**

□

The Company acknowledges that nothing in this Agreement shall be construed to give the Company any lien, charge, right or ownership in or over Metering Equipment managed by the MAM.

16. **MISCELLANEOUS**

16.1 If any term or provision in the Agreement shall be held to be illegal or unenforceable in whole or in part under any enactment or rule of law such term or provision or part to that extent be deemed not to form part of the Agreement but the validity and enforceability of the remainder of the Agreement shall not be affected.

16.2 The Agreement may not be varied or amended without the prior written agreement of a duly authorised representative of both Parties.

16.3 Nothing in the Agreement shall create or be deemed to create a relationship of agent and principal between the Parties under or in connection with the Agreement and neither Party may hold itself out as the agent of the other in any matter arising under or in connection with the Agreement.

16.4 No waiver by either Party of any default or defaults by the other in the performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character. Furthermore no waiver by either Party of any provision of the Agreement shall be binding unless made in writing.

16.5 Subject to any rights which may accrue to any successor or permitted assign of the Parties, no provision of this Agreement shall be 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 this Agreement.

16.6 This Agreement may be executed by the Parties on separate counterparts, each of which when executed and delivered shall constitute an original but the counterparts shall together constitute both one and the same instrument.

17. **ENTIRE AGREEMENT**

The Agreement contains the entire agreement between the parties and neither is relying on any representation, warranty, promise or assurance made or given by the other prior to the execution of the Agreement save that this shall not exclude the liability of either party to the other for any statements made fraudulently prior to the execution of the Agreement.

18. **ASSIGNMENT**

18.1 Subject always to clause 18.2, neither party will be entitled to assign, transfer, subcontract or charge its rights and responsibilities under this Agreement whether in whole or in part except pursuant to clause 7.

18.2 The MAM shall not require the consent of the Company to assign in whole or in part any of its rights or obligations under this Agreement to an Affiliate.

□

19. **NOTICES**

Except for the purposes of daily work requests and other procedural activities, any notice required or permitted to be given by either party to the other under the Agreement shall be in writing addressed to that other party at its address given above or such address as may at the relevant time have been notified pursuant to this clause to the party giving the notice. A notice by first class post shall be deemed served 48 hours after posting and a notice sent by facsimile shall be deemed to be served upon receipt of the appropriate facsimile report.

20. **GOVERNING LAW**

The Agreement shall be governed by the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

AS WITNESS WHEREOF the Parties by their duly authorised representatives have this day set their hand

SIGNED for and on behalf of

National Grid Metering Ltd

Signature:

Name:

Position:

Date:.....

SIGNED for and on behalf of

XXXXXXXXXX

Signature:

Name:

Position:

Date:.....

□

SCHEDULE 1
INDUSTRY GUIDELINES

1. The Institution of Gas Engineers and Managers publication: “Electrical connections for gas metering equipment” reference IGEM/GM/7
2. The MAM Code of Practice
3. HS&E Electrical Equipment Certification Service - Info Sheet PO71 - Issue 1:January 1999
4. British Standard Institution Publications:
BS 5345, BS 6400,BS 6651, BS 7430,
BS 7671, BS EN 41003, BS EN 61107,
BS EN 50081-1:1992, BS EN 50082-2:1995 BS EN 60079-xx series
BS EN 500 xx series BS EN 6100-6.3:2001 PD 60079-xx series

SCHEDULE 2

Appendix 1 – Connection and Disconnection Certificate

Appendix 1								
CONNECTION AND DISCONNECTION CERTIFICATE								
<p>To: National Grid Metering Limited MPU Administration Team 4 Abbots Lane Coventry CV1 4AY</p>								
<p>ASP Details: Company Name Address Registered Company Number Date of Agreement with MAM Contact Name Contact Phone Number Contact E-mail</p>	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>							
<p>Site Details: Site Name and Address Post Code</p>	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>							
<p>Meter Details: MPRN Meter Serial No Converter Serial No</p>	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>							
<p>AMR equipment details: AMR Equipment Make AMR Equipment Model AMR equipment Serial No Equipment connected/disconnected Date connection/disconnection work completed</p>	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>							
<p>Meter Read Information (not mandatory)</p>								
<p>Meter reading at start: Meter reading at end:</p>	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>							
<p>Uncorrected reading at start: Uncorrected reading at end: Corrected reading at start: Corrected reading at end:</p>	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>							

SCHEDULE 3

Appendix 3 - New Operator Certificate

Appendix 3								
NEW OPERATOR CERTIFICATE								
<p>To: National Grid Metering Limited MPU Administration Team 4 Abbots Lane Coventry CV1 4AY</p>								
<p>Outgoing ASP Details: Company Name Address Registered Company Number Date of Agreement with MAM Contact Name Contact Phone Number Contact E-mail</p>	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>							
<p>Incoming ASP Details: Company Name Address Registered Company Number Date of Agreement with MAM Contact Name Contact Phone Number Contact E-mail</p>	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td></tr> </table>							
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<p>Date of Transfer:</p> <table border="1" style="width: 100%; height: 15px; border-collapse: collapse;"> <tr><td style="width: 100%;"></td></tr> </table>								
<p>SIGNED for and on behalf of [Incoming operator]</p> <p>Signature:</p> <p>Name:</p> <p>Position:</p> <p>Date:</p>	<p>SIGNED for and on behalf of [Outgoing operator]</p> <p>Signature:</p> <p>Name:</p> <p>Position:</p> <p>Date:</p>							