

Version Number: NSMRW_1 _191005

NATIONAL GRID GAS PLC

GENERAL CONDITIONS OF CONTRACT

FOR NON-SUPPLIER METER REMOVAL WORKS

NOT EXCEEDING 7 BAR

INDEX

CLAUSE	PAGE NUMBER
1. DEFINITIONS AND INTERPRETATION	1
2. COMMENCEMENT, TERM AND REVISIONS	8
3. THE QUOTATION AND ACCEPTANCE	9
4. CUSTOMER WARRANTIES AND INDEMNITY	10
5. CUSTOMER'S OBLIGATIONS	10
6. NATIONAL GRID'S OBLIGATIONS	11
7. THE METER REMOVAL WORKS	12
8. COMPLETION	13
9. PAYMENT	13
10. LIABILITY	14
11. FORCE MAJEURE	15
12. TERMINATION	16
13. NOTICES AND COMMUNICATIONS	18
14. CONFIDENTIALITY	18
15. ENTIRETY OF AGREEMENT AND AMENDMENTS	19
16. PROCUREMENT	19
17. WAIVER AND MODIFICATION	19
18. ASSIGNMENT	20
19. SURVIVAL	20
20. THIRD PARTY RIGHTS	20
21. GOVERNING LAW	20

SCHEDULE 1	21
<i>QUOTATION REQUESTS FOR METER REMOVAL WORK</i>	
SCHEDULE 2	26
<i>METER REMOVAL WORKS</i>	
ANNEX 1	28
<i>SPECIMEN ACCEPTANCE FORM</i>	
ANNEX 2	30
<i>SPECIMEN QUOTATION REQUESTS FOR METR REMOVAL WORK</i>	

**GENERAL CONDITIONS OF CONTRACT FOR NON-SUPPLIER
METER REMOVAL WORKS NOT EXCEEDING 7 BAR**

1. DEFINITIONS AND INTERPRETATION

1.1 For the purposes of these General Conditions of Contract and any Contract made pursuant hereto, except as is otherwise expressly provided herein or unless the context otherwise requires, the terms defined in this Condition 1.1 shall have the following meanings and derivative expressions shall be construed accordingly:

"Acceptance": shall have the meaning ascribed to it in Condition 3;

"Acceptance Form": shall mean a copy of the proforma provided by National Grid to the Customer from time to time which proforma shall be substantially the same as the specimen contained in Annex 1 (or such replacement specimen as may be published from time to time by National Grid);

"Additional Emergency Control Valve": shall mean a valve (not being the Emergency Control Valve) for shutting off the supply of gas in an emergency, intended for use by a Consumer, which may be located within either the Metering Equipment or Installation Pipework and, as such, may not isolate all of the Installation Pipework or Metering Equipment;

"Ancillary Equipment": shall mean:

- (i) where it is attached to, or is to be attached to, a Meter with a badged capacity of less than 11 SCMH:
 - (a) a Meter Regulator;
 - (b) the flexible or rigid pipe (and any metal fittings and/or washers comprised in or attached to such pipe) connecting the Emergency Control Valve on the National Grid System to the Meter Regulator;
 - (c) the BS 746 fitting (and any metal fittings and/or washers attached to such fitting) connecting the Meter Regulator to the Meter;
 - (d) the Meter shelf or bracket (where fitted) unless such bracket comprises part of a Meter Housing; and

- (e) the flexible pipe connecting a semi concealed Meter installed in a semi concealed Meter Housing to the brass outlet fitting in the Meter Housing including any washers attached to it (where applicable);
- (ii) where it is attached to, or is to be attached to, a Meter with a badged capacity of 11 SCMH or above:
 - (a) any Meter Regulator;
 - (b) associated pre heaters connected to the Meter together with any associated valves, filters, flexible connectors, seals, meter bypass, interconnecting pipework, cables, fittings brackets and supports; and
 - (c) any Meter Housing owned by National Grid,

but it shall not include in the case of either (i) or (ii) any associated fittings, pipework, installation(s) or Meter Housing owned by the Customer or a Consumer, or any third party;

"Appointment Date": shall mean the date upon which the Meter Removal Works commences or is scheduled to commence;

"Authority": shall mean the Gas and Electricity Markets Authority;

"Bar": shall mean bar gauge which, for the avoidance of doubt, means pressure measured relative to atmospheric pressure;

"Consequential Loss": shall mean all losses, damages and expenses (including legal expenses) incurred in respect of failure to take, receive or deliver gas, and/or failure to have Metering Equipment installed at a Meter Point together with indirect or special loss (including loss of use, revenue, profit, contract and production) increased cost of working and business interruption howsoever caused arising out of or in connection with this Contract and whether or not foreseeable at the date of this Contract, irrespective of whether caused by the negligence of National Grid and/or the Customer or by any other tortious act or omission or breach of this Contract by National Grid and/or the Customer;

"Consumer": shall mean any person supplied or requiring to be supplied with natural gas at any premises by a Supplier and **"Consumer Premises"** shall be construed accordingly;

"Contract": shall mean these General Conditions of Contract and, subject to the provisions of Condition 3, the Acceptance and the Quotation to which such Acceptance relates, together with such drawings (where appropriate) as are annexed to the Quotation;

"Contract Sum": shall mean the sum(s) specified as such in the Quotation as such sum may be varied in accordance with these General Conditions of Contract;

"Convertor": shall have the same meaning as "conversion device" (as such term is defined in the Institution of Gas Engineers and Managers publication: IGE/GM/5 Edition 2) being an instrument for calculating the volume of gas at a pre-defined standard temperature and pressure which is equivalent to the volume of gas at actual temperature and pressures recorded as passing through a Meter;

"Customer": shall mean the person or entity, not being a Supplier, to whom or to which the Quotation is addressed in accordance with Condition 3;

"Day": shall mean a calendar day;

"Diaphragm Meter": shall mean a Meter that mechanically measures gas flow by the positive displacement of a discrete volume of gas contained inside the diaphragm contained in the Meter;

"Distribution Network": shall mean such part or parts of the National Grid System the ownership of which has at any time after 1st April 2005 been transferred by National Grid (Gas Transporter);

"Effective Date": shall mean 1st November 2005;

"Emergency Control Valve": shall mean a valve (not being an Additional Emergency Control Valve) for shutting off the supply of gas in an emergency, intended for use by a Consumer and being located at the end of the service or distribution main;

"Force Majeure": shall have the meaning ascribed to it in Condition 11;

"Gas Act": shall mean the Gas Act 1986;

"Gas Transporter's Licence": shall mean a licence granted under section 7(2) of the Gas Act (including standard and special conditions thereto) as modified from time to time;

"General Conditions of Contract": shall mean these General Conditions of Contract for Non-Supplier Meter Removal Works Not Exceeding 7 Bar (including Schedules and Annexures) as amended or novated from time to time;

"Installation Pipework": shall mean all pipe and gas consuming facilities installed or to be installed downstream of the Metering Equipment;

"Meter": shall mean a measuring instrument that measures the volume of natural gas passing through it, with a specific badged capacity that is in accordance with Schedule 2B of the Gas Act;

"Meter Housing": shall mean such protective housing and/or compound designed to accommodate the Metering Equipment to IGE/GM1 Edition 2 or to IGE/GM6 (where applicable) or such other superseding specifications as may be determined from time to time by the Institution of Gas Engineers for the Metering Equipment;

"Meter Point": shall mean a point at which gas may, by a single pipe, be offtaken from the National Grid System for the purpose of conveyance directly to one particular premises connected to the National Grid System (but not for conveyance to more than one premises or to any other pipeline system as well as to such premises);

"Meter Regulator": shall mean a device located in close proximity to a Meter which is used for the sole purpose of controlling the pressure of gas within the Meter and/or the Installation Pipework and which is not separated from the Meter by buried pipework, except for short lengths of pipework specifically included in the installation design for access purposes;

"Meter Removal Works": shall mean those activities described in Schedule 2;

"Metering Communication": means any communication to be given by the Customer or National Grid pursuant to these General Conditions of Contract including without limitation requests, notices, acceptance and invoices;

"Metering Equipment": shall mean the Meter and Ancillary Equipment and/or where appropriate the Converter installed at a Consumer Premises;

"Metering Services": shall mean the removal of Metering Equipment together with related services and activities;

"National Grid": shall mean National Grid Gas plc acting in its capacity as provider of Metering Services, its successors and permitted assigns;

"National Grid GT Licence": shall mean the Gas Transporter Licence treated as granted to National Grid Gas plc as modified from time to time;

"National Grid Metering Charges": shall mean the document containing, inter alia, those charges for the provision of Metering Services which is prepared and issued from time to time by National Grid pursuant to Standard Special Condition A43 of the National Grid GT Licence;

"National Grid System": shall mean the gas transportation pipeline system owned and operated by National Grid Gas plc for the conveyance of gas which is authorised by the National Grid GT Licence which for the purposes of this Agreement shall include all and any Distribution Networks;

"No Access Visit": shall have the meaning set out in Condition 7.5;

"Normal Working Hours": shall mean the hours of 8.00 am to 5.00 p.m. on any Working Day;

"Ofgem Approved Meter Installer": shall mean any such organisation as is registered by the Authority as an approved meter installer for the purposes of standard condition 34(5) of the Supplier Licence and **"OAMI"** shall be construed accordingly;

"Party": shall mean either National Grid of the one part or the Customer of the other part, and **"Parties"** shall be construed accordingly;

"Purging": shall mean the displacement of natural gas by air or inert gas, or the displacement of air or inert gas by natural gas and **"Purge"** and **"Purged"** shall be construed accordingly;

"Quotation": shall mean the form referring to these General Conditions of Contract addressed to the Customer containing inter alia details of the Meter Removal Works, and the Contract Sum, together with any other documents expressly incorporated therein;

"Quotation Request for Meter Removal Work": shall mean the request submitted by the Customer for the conduct of the Meter Removal Works being in a form substantially the same as the specimen contained in Annex 2 (or such replacement specimen as may be

published from time to time by National Grid) and to which request the Quotation constitutes a response;

"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;

"Relevant Supplier": shall mean, in respect of any Meter Point, such Supplier (if any) who has a contract with National Grid to provide Metering Equipment;

"SCMH": shall mean the flow rate of a standard cubic metre of gas per hour, a standard cubic metre of gas being that amount of gas which at a temperature of 15°C and an absolute pressure of 1.01325 bar and being free of water vapour occupies one cubic metre;

"Site": shall mean any premises or land owned or occupied by the Consumer to which National Grid reasonably requires access in connection with the Meter Removal Works;

"Substantial Completion": shall mean the completion of all Meter Removal Works and the clearance of all surplus National Grid material from the Site;

"Supplier": shall mean in relation to any premises, a gas supplier licensed under Section 7(A)(1) of the Gas Act (and acting in such capacity) supplying gas to such premises;

"Supplier Licence": shall mean a licence granted or treated as granted under Section 7(A)(1) of the Gas Act (including standard and special conditions thereto) as modified from time to time;

"Working Day": shall mean a Day other than a Saturday, a 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 Interpretation

In these General Conditions of Contract and any Contract unless the context otherwise requires:

- 1.2.1 headings and sub-headings are for convenience only and shall not affect the interpretation of these General Conditions of Contract or any Contract;
- 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 sub-contractors of any tier;
- 1.2.4 reference to the word "includes" or "including" are to be construed without limitation;
- 1.2.5 where general words are followed by specific examples, the nature of the specific examples shall not restrict or qualify the natural meaning of the general words and the rule that where particular words are followed by general words the general words are limited to the same kind as the particular words shall not apply;
- 1.2.6 reference to times of the Day in this Agreement and any Contract are to official time in the United Kingdom, and except where otherwise provided:
 - (a) where anything is to be done under this Agreement or any Contract by or not later than a Day or any period under this Agreement or any Contract is to run to a Day such thing may be done or such period shall run up to the end of such Day; and
 - (b) where anything is to be done under this Agreement or any Contract from or not earlier than a Day or any period under this Agreement or any Contract made pursuant hereto 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 these General Conditions of Contract and the Schedules and/or Annexures, these General Conditions of Contract shall prevail.

1.4 Unless the context otherwise requires, references to a Condition or Schedule are to a Condition or Schedule in this Agreement, and references in a Schedule or part of a Schedule to a paragraph or sub-paragraph are to a paragraph or sub-paragraph of that Schedule or that part of that Schedule.

2. COMMENCEMENT, TERM AND REVISIONS

2.1 The provisions of these General Conditions of Contract set out herein shall apply on and with effect from the Effective Date and subject always to Condition 2.2 shall continue in force and effect until terminated pursuant to the provisions of these General Conditions of Contract.

2.2 National Grid shall have a right to terminate or vary the terms of these General Conditions of Contract in accordance with the following provisions:

2.2.1 the latest version of these General Conditions of Contract shall be published by National Grid on its website and shall be identified by the date of publication;

2.2.2 these General Conditions of Contract shall be reviewed by National Grid from time to time and may be varied or terminated by National Grid at its sole discretion provided always that any revisions or notification of termination (as the case may be) are published by National Grid on its website not less than three calendar months prior to the date on which such revisions come into effect or termination is effective (as the case may be);

2.2.3 for the avoidance of doubt, any variation, re-issue and termination of these General Conditions of Contract shall not affect the rights and obligations of National Grid and the Customer under the terms of any extant Contract in respect of which, unless the Parties otherwise agree in writing, the version of these General Conditions of Contract current as at the date on which that Contract is formed shall continue to apply in accordance with its terms until expiry or termination of that Contract;

2.2.4 this Condition 2.2 shall not prejudice any other provisions of these General Conditions of Contract where the Parties may agree amendments and/or termination of a Contract.

3. THE QUOTATION AND ACCEPTANCE

3.1 Contract formation for Meter Removal Works shall be as set out below:

3.1.1 The Quotation:

- (i) shall only be issued by National Grid upon receipt from the Customer of a completed Quotation Request for Meter Removal Work;
- (ii) is issued subject to the provisions of this Condition 3 and Schedule 1;
- (iii) is personal to the Customer and may not be assigned without the consent of National Grid (such consent shall not be unreasonably withheld).

3.1.2 Formation of the Contract ("**Acceptance**") shall take effect:

- (i) subject to Condition 9.5, on the receipt by National Grid of the Acceptance Form duly completed by the Customer including a certification by the Customer that no further terms or conditions are required other than those set out in these General Conditions of Contract and those additional conditions incorporated in the Quotation; or
- (ii) in the event that the Customer specifies in the Acceptance Form that it requires terms and conditions in addition to those set out in these General Conditions of Contract and the Quotation or specifies variations to such General Conditions of Contract or Quotation, upon written acceptance (where applicable) of such additional or varied terms and conditions by National Grid (notification of acceptance or non-acceptance of such terms and conditions as the case may be to be given by National Grid as soon as reasonably practicable),

PROVIDED ALWAYS that Acceptance occurs within ninety (90) Days of the date of issue of the Quotation, or prior to the expiry of such other period as may be agreed in writing between the Parties and PROVIDED FURTHER THAT no acceptance of an offer made by National Grid in respect of the conduct of works of substantially the same nature at the same location has been received from a third party prior to the receipt by National Grid of such completed Acceptance Form.

3.1.3 Within five (5) Working Days of Acceptance (unless otherwise notified in writing), National Grid will notify the Customer of the Appointment Date. Any change to

such Appointment Date shall be agreed with the Customer or in the event that National Grid agrees to permit acceptance of the Quotation more than ninety (90) Days after its date of issue, such date shall be the date specified as such in the Quotation extended by the number of Days in excess of ninety (90) that have elapsed since the date of issue of the Quotation, save as may otherwise be agreed with the Customer.

General

3.2 The Customer shall not submit a Quotation Request for Meter Removal Work in respect of Metering Equipment that is not owned or leased by National Grid.

4. CUSTOMER WARRANTIES AND INDEMNITY

4.1 The Customer warrants:

4.1.1 that it has entered into the Contract on its own behalf and not as an agent for the Consumer or any other third party;

4.1.2 and undertakes that it will not at any time submit a Quotation Request for Meter Removal Work in respect of a Meter Point at which there is a Relevant Supplier.

4.2 The Customer shall fully indemnify National Grid against all claims, demands, actions, costs, expenses, losses and damages arising from or incurred by reason of any loss, damage or distress suffered by any person as a result of Meter Removal Works performed at a Meter Point at which there is a Relevant Supplier and where the Customer is in breach of Condition 4.1.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall, in accordance with the terms and conditions of the Contract:

(i) make all payments due from it under the Contract; and

(ii) as soon as reasonably practicable and in any event so as not to delay the works, obtain all necessary access rights required in connection with the Meter Removal Works.

5.2 Without cost to National Grid the Customer shall, to the standard of a Reasonable and Prudent Operator:

- 5.2.1 without undue delay, provide such information, drawings and specifications (including plans of services on or adjacent to the Site that may affect or be affected by the Meter Removal Works) within the possession or reasonable control of the Customer as National Grid may reasonably request;
- 5.2.2 subject to any reasonable site rules and regulations, provide free and unrestricted access for National Grid and its contractors to the Site during Normal Working Hours or at such other times as may be agreed between the Parties to the extent reasonably necessary to enable them to carry out the Meter Removal Works;
- 5.2.3 not interfere with or permit interference with the Metering Equipment or the materials of National Grid or its contractors without obtaining National Grid 's prior consent in writing;

PROVIDED THAT the Customer acting as an RPO shall not be in breach of any provision of this Condition 5.2 in circumstances where such breach would not have occurred but for a failure by National Grid to comply with any provision of Condition 6.

6. NATIONAL GRID'S OBLIGATIONS

- 6.1 National Grid shall, in accordance with the terms and conditions of the Contract and subject to Condition 6.2:
 - 6.1.1 without additional cost to the Customer provide without undue delay such information within the possession or control of National Grid as is reasonably required by the Customer for the performance of its obligations under Condition 5;
 - 6.1.2 undertake and perform the Meter Removal Works in accordance with Condition 7 exercising skill and care in the manner provided for in the Contract to the standard of a Reasonable and Prudent Operator subject always to its obligations under the National Grid GT Licence;
 - 6.1.3 in the course of the Meter Removal Works comply with site rules and regulations reasonably imposed in the course of the Meter Removal Works or agreed by the Parties prior to Acceptance; and
 - 6.1.4 perform the Meter Removal Works to the standard of an RPO.

6.2 National Grid acting as an RPO shall not be in breach of any provision of this Condition 6 in circumstances where such breach would not have occurred but for a failure by the Customer to comply with any provision of Condition 5.

7. THE METER REMOVAL WORKS

7.1 The Meter Removal Works shall comprise those activities specified in the Quotation and Accepted in accordance with Condition 3.1.

7.2 Without prejudice to Condition 7.1, the Meter Removal Works shall comprise the removal of Metering Equipment in accordance with applicable legal requirements and codes of practice (including without limitation the Gas Meters (Information on Connection and Disconnection) Regulations 1996), the Gas Safety (Installation and Use) Regulations 1998, the CDM Regulations, Ofgem Codes of Practice COP/1a, COP/1b and COP/1c and in accordance with National Grid's engineering, health, safety and environmental policies from time to time in force.

7.3 For the avoidance of doubt, unless a price for such Meter Removal Works is incorporated in the Quotation the Meter Removal Works shall not include:

7.3.1 the inspection, removal or alteration of Installation Pipework;

7.3.2 making good cosmetic surfaces, plasterwork and decoration;

7.3.3 the conduct of Meter Removal Works outside of Normal Working Hours.

7.4 National Grid shall commence the conduct of the Meter Removal Works on or (subject to the Customer's agreement) before the Appointment Date unless:

7.4.1 acting as an RPO, National Grid has been unable to secure or has not been granted any permissions required for the conduct of the Meter Removal Works; or

7.4.2 National Grid has not received payment from the Customer in accordance with Condition 9.5,

in which case National Grid shall commence the Meter Removal Works as soon as reasonably practicable after either the grant of such permissions (in the case of Condition 7.4.1) or payment of all such requested amounts (in the case of Condition 7.4.2 and as referred to therein).

7.5 Where, in respect of the attempted removal of a Meter, National Grid is for whatever reason unable to gain access to the Consumer's premises to carry out the Meter Removal Works ("**No Access Visit**") the Meter Removal Works will unless otherwise agreed by the Parties in writing be re-planned and carried out by National Grid as follows:

7.5.1 following the first No Access Visit and unless otherwise agreed between National Grid and the Consumer, National Grid will leave a card asking the Consumer to contact National Grid to make a new appointment. If the Consumer does not make contact a second visit will in any event be made by National Grid within ten (10) Working Days of the first No Access Visit;

7.5.2 following a second No Access Visit National Grid shall cancel and will not be obliged to proceed with the Meter Removal Works or to procure that Substantial Completion is achieved and, for the avoidance of doubt, the Contract in question shall be terminated.

7.6 National Grid will use its reasonable endeavours to notify the Customer of a No Access Visit or of cancellation within one Working Day of the relevant event.

8. COMPLETION

8.1 Subject to Condition 7.5.2 National Grid shall use all reasonable endeavours to procure that Substantial Completion is achieved on the Appointment Date, unless the Quotation specifies that more than one Day will be required for the Meter Removal Work.

8.2 Within five (5) Working Days of Substantial Completion, National Grid shall issue to the Customer a notification stating the date upon which Substantial Completion was achieved.

9. PAYMENT

9.1 In consideration of the performance by National Grid of its obligations under the Contract, the Customer agrees to pay National Grid as follows:

9.1.1 the Contract Sum within thirty (30) Days of receipt of invoice;

9.1.2 all VAT charges properly payable in connection with the amounts specified in this Condition 9.1 within thirty (30) Days of receipt of a VAT invoice; and

9.1.3 any other charges payable by the Customer to National Grid pursuant to the Contract.

- 9.2 National Grid shall provide the Customer with VAT invoices in respect of each payment due under the Contract.
- 9.3 The address for invoices under the Contract shall be the Customer's address as referred to in Condition 13.
- 9.4 All payments shall be made in Pounds Sterling (or any replacement thereof as legal tender of England and Wales).
- 9.5 National Grid may, in respect of any Acceptance Form submitted by the Customer, request payment from the Customer of some or all of the applicable payments falling due in respect of the Meter Removal Works detailed therein. National Grid shall not be obliged to perform the relevant Meter Removal Works and Acceptance shall not have occurred until National Grid has received such requested payment (with cleared funds) from the Customer.
- 9.6 Any amounts becoming due under the Contract shall bear interest (payable by the Customer) from the date on which payment of such amount becomes due at an annual rate of three (3) percent per annum above the Barclays Bank base rate in force from time to time, compounded annually, until the date of payment.

10. LIABILITY

- 10.1 Subject to the further provisions of this Condition 10 each Party acknowledges and agrees that:
- 10.1.1 neither Party shall be liable to the other Party for loss arising from breach of the Contract other than (but without prejudice to any other provisions of the Contract which exclude or limit liability in respect of any breach) for loss directly resulting from any such breach and which at the date of the Contract was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:
- (a) physical damage to the property of another Party; and/or
 - (b) the liability (in law) of any other such Party to any other such person for loss in respect of physical damage to the property of such person;
- 10.1.2 neither Party shall in any circumstances be liable in respect of any breach of the Contract to the other Party for any Consequential Loss howsoever arising whether

such loss is of the Parties, the Consumer or any other party having a relationship to the Customer or Consumer.

10.2 The amount or amounts for which a Party may be liable to the other Party pursuant to Condition 10.1 shall not exceed in aggregate £1,000,000 (one million pounds sterling).

10.3 Nothing in this Condition 10 shall operate so as to relieve National Grid or the Customer of any liability for death or, personal injury, caused by the negligence or defective workmanship of National Grid or the Customer respectively.

10.4 The rights and remedies of the Parties pursuant to the Contract exclude and are in place of any rights and remedies of any Party in tort (including negligence and nuisance) or misrepresentation (other than fraudulent misrepresentation) in respect of the subject matter of the Contract and accordingly (but without prejudice to Condition 10.3) each Party (to the fullest extent permitted by law):

10.4.1 waives such rights and remedies; and

10.4.2 releases the other Party from any duties or liabilities arising in tort or misrepresentation (but not fraudulent misrepresentation) in respect of the subject matter of the Contract.

11. FORCE MAJEURE

11.1 Subject to Condition 11.2, "**Force Majeure**" means any event or circumstance or combination of events or circumstances which is beyond the control of a Party acting and having acted as a Reasonable and Prudent Operator, and which prevents that Party from or causes hindrance, delay or impediment to that Party in fulfilling all or any of its obligations under the Contract other than the obligation to indemnify or pay money. For these purposes an event or circumstance shall not be treated as being beyond the control of a Party if it is within the control of any contractor of that Party acting as an RPO.

11.2 Without prejudice to the generality of Condition 11.1 either Party shall be entitled to claim relief through Force Majeure in the event of any failure to perform its obligations hereunder to the extent that such failure was caused by any change in the law or cancellation of any consent, approval or licence rendering it unlawful for a Party to comply with its obligations hereunder unless such change or cancellation would not have occurred except for any act or omission of the Party concerned in relation to such law, consent, approval or licence unless itself caused by Force Majeure.

- 11.3 If either Party is rendered unable wholly or in part by Force Majeure to carry out its obligations (other than payment of money) under the Contract it shall as soon as reasonably practicable after becoming aware of the occurrence of the event or circumstances of Force Majeure give written notice to the other Party giving full particulars of the event or circumstances constituting Force Majeure and of the obligations which cannot as a result be performed. The Party giving notice shall thereafter be excused from liability for non-performance of such obligations, subject to the provisions of Condition 11.4, to the extent and for so long as the inability to perform the obligations as a result of the event or circumstances of Force Majeure may continue. For the avoidance of doubt, the relief from liability for non-performance of any obligation under this Condition 11 shall not affect the existence of that obligation for the purposes of any other provision of the Contract.
- 11.4 A Party relieved from liability for the non-performance of any obligations under the Contract as a result of Force Majeure shall use all reasonable endeavours to overcome or circumvent such Force Majeure and shall on request in writing from the other Party give full details of the measures it is taking in that regard.

12. TERMINATION

- 12.1 Without prejudice to any of its antecedent rights or remedies, National Grid may terminate the Contract:
- 12.1.1 forthwith on written notice if the Customer goes into liquidation (either voluntary or compulsory) other than for the purposes of a solvent amalgamation or re-organisation or if any administrator or administrative receiver shall be appointed, or steps have been taken to appoint an administrative receiver or administrator, in respect of the whole or any material part of its assets or if it shall make or offer to make any arrangement or composition for the benefit of creditors generally; or
 - 12.1.2 by giving five (5) Working Days prior notice in writing if either Party is prevented by reason of Force Majeure from performing any of its obligations under the Contract for a period exceeding sixty (60) Days; or
 - 12.1.3 by giving twenty (20) Working Days notice in writing of a material breach of the Contract, provided that the Customer fails to take substantial steps to remedy the breach within that twenty (20) Working Day period of notice.
- 12.2 In the event that the Customer is in breach of any of the payment provisions of the Contract, National Grid shall be entitled to suspend all or any part of the Meter Removal

Works until the Customer has rectified such breach. In the event of such suspension the Customer shall in addition to all other amounts due reimburse National Grid on invoice for all reasonable sums paid by National Grid as a direct result of such suspension.

12.3 The Customer may terminate the Contract:

12.3.1 forthwith on written notice if National Grid goes into liquidation (either voluntary or compulsory) other than for the purposes of a solvent amalgamation or re-organisation or if any administrator or administrative receiver shall be appointed, or steps have been taken to appoint an administrative receiver or administrator, in respect of the whole or any material part of its assets; or if it shall make or offer to make any arrangement or composition for the benefit of creditors generally; or

12.3.2 by giving five (5) Working Days prior notice in writing if either Party is prevented by reason of Force Majeure from performing any of its obligations under the Contract for a period exceeding sixty (60) Days; or

12.3.3 by giving twenty (20) Working Days notice in writing of a material breach of the Contract by National Grid, provided that National Grid fails to take substantial steps to remedy the breach within the twenty (20) Working Day notice period; or

12.3.4 by giving National Grid five (5) Working Days notice in writing PROVIDED THAT National Grid shall be entitled to notify its receipt of such notice to the Consumer.

12.4 Where the Contract is terminated under Condition 7.5 or any provision of this Condition 12 other than Conditions 12.3.1 or 12.3.3, National Grid shall be entitled to receive:

12.4.1 reimbursement for all costs and expenses reasonably incurred by National Grid in respect of all work performed under the Contract at the effective date of termination;

12.4.2 subject to Condition 12.5, any cost or expense incurred, or for which National Grid is liable and is unable lawfully or contractually to avoid or recover from third parties in connection with any contracts placed in connection with the Contract (insofar as these have not already been paid by the Customer) including without limitation, forfeited deposits and cancellation fees.

12.5 Condition 12.4.2 shall be ignored for the purpose of calculating National Grid's entitlement to payment pursuant to Condition 12.4 in the event that the Contract is terminated pursuant

to Condition 12.1.2 or Condition 12.3.2 as a result of an event of or circumstance of Force Majeure suffered by National Grid.

13. NOTICES AND COMMUNICATIONS

13.1 Any Metering Communication to be given by one Party to the other under the Contract shall be delivered by first class mail or email or facsimile addressed to the other Party at such address or (as the case may be) such facsimile transmission number as the Party in question shall from time to time designate by written notice. Metering Communications may be sent in such other manner and may be confirmed in such manner as from time to time may be agreed by the Parties for the service of Metering Communications pursuant to these General Conditions of Contract.

13.2 All Metering Communications delivered or sent in accordance with Condition 13.1 shall be effective when received at the recipient's address as aforesaid or at 9:00 am on the following Working Day if received after the expiry of Normal Working Hours.

14. CONFIDENTIALITY

14.1 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 the Contract, 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 Condition 14.1. Provided further that nothing in the Contract 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 the Contract. Provided further that in the event disclosure to any third party is necessary and permissible under this Condition, 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 Condition 14.1 as if a party thereto.

14.2 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 the Contract, 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 Condition 14.2. Provided further that nothing in the Contract 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 the Contract. Provided further that in the event disclosure to any third party is necessary and permissible under this Condition, 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 Condition 14.2 as if a party thereto.

15. ENTIRETY OF AGREEMENT AND AMENDMENTS

The documents forming the Contract shall be read as one and shall save in respect of fraud constitute the entire express agreement between the Parties with respect to the Meter Removal Works and shall prevail and supersede all prior agreements, understandings, statements, representations, commitments, warranties and communications between the Parties hereto with respect to the Meter Removal Works and neither Party shall rely on or be bound by any of the foregoing not appearing in or incorporated by specific reference into the Contract and save as aforesaid any liability in respect thereof is excluded.

16. PROCUREMENT

16.1 National Grid shall be entitled to sub-contract the whole or any part of the Meter Removal Works. Any such sub-contracting by National Grid shall not relieve National Grid from any liability or obligation under the Contract.

16.2 The Customer shall be entitled to sub-contract the whole or any part of its obligations under Condition 5. Any such sub-contracting by the Customer shall not relieve the Customer from any liability or obligation under the Contract.

17. WAIVER AND MODIFICATION

17.1 None of the provisions of the Contract 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 the Contract unless expressly set forth in such waiver.

17.2 Subject to Condition 2, no amendments to the Contract shall be valid unless made in writing and agreed and signed by the duly authorised representatives of the Parties hereto.

18. ASSIGNMENT

Neither Party shall assign the Contract or any part thereof or any benefit or interest thereunder without the prior written consent of the other Party, which shall not be unreasonably withheld.

19. SURVIVAL

The provisions of the Contract which by their nature or from their context are intended to, or would naturally, continue to have effect after termination of the Contract shall survive after termination.

20. THIRD PARTY RIGHTS

Subject to any rights which may accrue to any successor or permitted assign of the Parties, no provision of the Contract 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.

21. GOVERNING LAW

The Contract shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales in respect thereof.

SCHEDULE 1
QUOTATION REQUESTS FOR METER REMOVAL WORK

1. Request for Quotation

The Customer shall submit a Quotation Request for Meter Removal Work, ensuring that all mandatory information is included.

National Grid will acknowledge receipt of the request within 1 Working Day, and will provide a Quotation as soon as reasonably practicable, unless mandatory information is not provided, in which case National Grid will contact the Customer to seek to obtain such information.

2. Acceptance

Subject to Condition 9.5, following receipt of a duly completed Acceptance Form from the Customer in accordance with Condition 3.1.2, National Grid will acknowledge receipt in writing within 1 Working Day, and will contact the Customer to agree an Appointment Date. The Appointment Date will normally be no earlier than as set out below:

	Appointment Date (from Acceptance) Purging may be requested
Meter Capacity up to and including	Meter Installation inlet pressure not exceeding 2Bar
Diaphragm Meters	
6 SCMH	D+5
25 SCMH	D+10
160 SCMH	D+15
Rotary and Turbine Meters	
Any size	D+15

Appointment dates in respect of Meter Installations with inlet pressure exceeding 2 Bar will be advised on an individual basis.

**SCHEDULE 2
METER REMOVAL WORKS**

1. General

1.1 The Customer can request Meter Removal Works as set out in this Schedule 2 that include:

- (i) Metering Equipment removal;
- (ii) Purging (Metering Equipment and Installation Pipework).

1.2 The following items are included in all Meter Removal Works except where expressly stated otherwise:

- (i) removal of a Meter and capping of the Emergency Control Valve;
- (ii) the removal of any surplus National Grid material from Site (including barriers and any hazardous substances), except where expressly stated otherwise.

1.3 Categories of Meter Removal Works

- (a) Type: Meter or Convertor Removal

Conditions:

- (1) The Customer will facilitate access to the Metering Equipment.
- (2) Making safe of the Installation Pipework to be the Customer's responsibility.
- (3) Meter is owned or leased by National Grid.

Save as expressly set out in the Quotation, National Grid shall not be obliged to undertake the Meter removal activities set out above save where the gas supply can be left in a safe condition and, where required, the Customer warrants that it has made arrangements to decommission the Installation Pipework (with consideration having been given to the standard of an RPO to any downstream attached appliances).

(b) Type: Purging Installation Pipework

Description: Purging of Installation Pipework during or immediately following the removal of a Meter.

Conditions:

- (1) National Grid may require to undertake a site visit prior to issuing a Quotation. The Customer is to facilitate access for National Grid to the Consumer's premises at least 4 Working Days in advance of the required date for Quotation.
- (2) Where the Customer cannot facilitate access in advance of the production of a Quotation or prior to the Meter Removal Works taking place, National Grid will undertake Purging on a time and materials basis (rates for time taken to be in accordance with the National Grid Metering Charges).

**ANNEX 1
SPECIMEN ACCEPTANCE FORM**

Form of Acceptance

NATIONAL GRID REFERENCE NO. > COMPANY REF: >

FAO:>

Job Address:>

Date> Contract Sum: £>

- * I confirm on behalf of my Company that I accept the above referenced Quotation for the conduct of Meter Removal Works as detailed therein, and hereby certify on behalf of my Company that no additional terms and conditions (other than those set out in the Quotation) are required.

- * I confirm on behalf of my Company that the above referenced Quotation for the conduct of Meter Removal Works as detailed therein is acceptable to my Company provided that (in addition to the conditions set out in the Quotation [if any]) the General Conditions of Contract for Non Supplier Meter Removal Works Not Exceeding 7 Bar in respect of the Meter Removal Works are modified by the incorporation of the terms and conditions annexed hereto. (*Delete as appropriate).

Save as set out above, I confirm that I have read the National Grid Gas plc General Conditions of Contract for Non Supplier Meter Removal Works Not Exceeding 7 Bar which can be found at www.nationalgrid.com/metering and agree that those National Grid Gas plc General Conditions of Contract for Non Supplier Meter Removal Works Not Exceeding 7 Bar form part of the Contract entered into between my Company and National Grid for the Meter Removal Works detailed above.

Commencement

Permission to organise directly with site contact: yes/no (delete as appropriate)

Earliest date site ready for work to commence /...../....

Site contact to whom Certificate of Completion should be provided:

>Name: Tel number: >.....

Address (if different from Job Address above)
.....

Signed on behalf of Company: > Name:>.....

Company:>.....

Position:>.....

Signature: >..... Date:>...../...../.....

ANNEX 2

SPECIMEN QUOTATION REQUEST FOR METER REMOVAL WORK

NSMR-01 NON SUPPLIER QUOTATION REQUEST FOR METER REMOVAL WORKS

Customer Reference Number		National Grid Reference Number	
---------------------------	--	--------------------------------	--

1. Requester Details			
Contact Name			Company Name
Address line 1			
Address line 2			
Post Code			Company Reference No.
Phone Number			Fax Number
Date of Request			Signature of Requester

2. Site Details (if different to above)			
Contact Name			Company Name
Address line 1			
Address line 2			
Post Code			Company Reference No.
Phone Number			Fax Number

3. Meter Point Details			
Meter Point Inlet Pressure, if known		Meter Point Reference Number if known	

NSMR-01 NON SUPPLIER QUOTATION REQUEST FOR METER REMOVAL WORKS

Customer Reference Number		National Grid Reference Number	
---------------------------	--	--------------------------------	--

4. Meter Removal Details			
Generic Meter Type (circle)	Diaphragm	Rotary	Turbine
Meter Serial Number			
PLEASE NOTE: A DETAILED SITE PLAN INCLUDING METER HOUSING IS REQUIRED WITH THE REQUEST			

5. Options to be included within the Quotation				
Twin Governor Streams Present?	Y / N	Meter By-Pass Present?	Y / N	Pressure/Temperature Converter will be removed with the meter
Purging required?	Y / N			

6. Additional Information			
Required Appointment Date	/ /		
Additional information, site rules or regulations attached	Y / N	Number of pages included	

7. NATIONAL GRID ONLY			
National Grid Contact		Date Request Received	
National Grid Contact Phone Number		Date Request Acknowledged	

NSMR-01 NON SUPPLIER QUOTATION REQUEST FOR METER REMOVAL WORKS

Customer Reference Number		National Grid Reference Number	
---------------------------	--	--------------------------------	--

Please send the completed Quotation Request for Meter Removal Work pro-forma by one of the

Email:	IC.CS.NGM@UK.ngrid.com
Fax:	02476 286146
Postal Address:	I&C Non-standard Work Request Team
	National Grid Metering
	Abbotts Lane
	Coventry
	CV1 4AY

following means:

Guidance Notes: All sections of the FORM marked in **BOLD** are mandatory fields

1. Requester Details

The Customer completes this section on behalf of the individual or organisation they are representing.

2. Site Details

The Customer completes this section where the site address is different to the Customers address.

3. Meter Point Details

Please include the meter point inlet pressure and reference number where known.

NSMR-01 NON SUPPLIER QUOTATION REQUEST FOR METER REMOVAL WORKS

Customer Reference Number		National Grid Reference Number	
---------------------------	--	--------------------------------	--

4. Meter Removal Details

Please specify meter type to be removed.

The Customer to provide a detailed site plan and any meter housing dimensions with this Quotation Request for Meter Removal Work. Where a full postal address is not available please provide an OS Map Reference.

5. Additional optional items, which need to be included in the quotation for meter removal, can be entered here.

6. Additional Information

Customer needs to give an Appointment Date for the work to commence.

Provide details of any information which may assist National Grid to produce an accurate quotation including any information regarding site rules or access requirements.

7. For National Grid records use only.