

GAS CONNECTION AGREEMENT: STANDARD TERMS AND CONDITIONS FOR THE AGREEMENT TO CONNECT PREMISES FOR THE PURPOSES OF SUPPLYING GAS

Introductory notes (this does not form part of the Agreement)

The following are the standard terms and conditions for the connection of a property to the System operated by Phoenix Natural Gas Ltd. These have been drawn up within the legislative and regulatory framework of Northern Ireland.

GAS CONNECTION AGREEMENT

Whereas:

- A. The property owner has requested that the Company connect the Connected Address to the System.
- B. The Parties have agreed to enter into this Agreement to set out the terms and conditions which govern connection to the System.
- C. The agreement will lapse after 180 days from the date of the applicant's signature if the property owner has not requested connection to the system.
- D. The agreement applies to the first connection of a domestic property only.
- E. The property owner can within 7 days of signing this Agreement request in writing its cancellation without incurring any penalty or liability for charges arising under the Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement:

- 1.1 'Agreement' means these standard terms and conditions, the Company Connection Policy and the Application Form for connection of the Connected Address to the System.
- 1.2 'Application Form' means the application form sent to us making an offer to be connected to the System.
- 1.3 'Authority' means the Northern Ireland Authority for Energy Regulation.
- 1.4 'Company', 'we', 'us', 'our', means Phoenix Natural Gas Limited or its successors or assigns.
- 1.5 'Connected Address', means the property owned or occupied by the property owner which the Company or property owner is seeking to connect to the System.
- 1.6 'Gas Safe' means organisation for Registered Gas Installers.
- 1.7 'Property owner', 'you', 'your', means the person or persons who enter into an Agreement with us to connect the Connected Address to the System. If more than one person enters into the Agreement, then each person will be jointly and severally liable under the Agreement.
- 1.8 'Department' means the Department of Enterprise, Trade and Investment.
- 1.9 'Enabling Legislation' means the Gas (Northern Ireland) Order 1996 and the Energy (Northern Ireland) Order 2003 as each may be amended or re-enacted from time to time and any other enabling legislation for the provision of natural gas in Northern Ireland.
- 1.10 'Licence' means the licence of the Company for the conveyance of gas in Northern Ireland.
- 1.11 'Network Emergency' means circumstances that in our opinion:
 - (a) the safety of the System or any part of the System is significantly at risk, or
 - (b) the safe conveyance of gas by the System is significantly at risk, or
 - (c) the gas conveyed by the System is at such a pressure or of such quality as to constitute, when supplied to premises, a danger to life or property, and that opinion is not manifestly unreasonable.
- 1.12 'Network User' means a gas supplier, licensed in accordance with the Gas (Northern Ireland) Order 1996, using the System to supply gas to final consumers.
- 1.13 "Our Side of the Meter" means the gas network up to the gas meter outlet connection.
- 1.14 'Party' means a party to the Agreement.

1.15 'System' means a suitable distribution pipeline system owned by us for the conveyance of gas as authorised in our Licence.

1.16 "Your Side of the Meter" means the pipework from the gas meter outlet connection in/into the property.

2. COMMENCEMENT OF CONNECTION

2.1 We shall not connect or arrange to connect the Connected Address until such time as we receive:

- (a) an instruction to supply you with gas from a Network User; and
- (b) payment in full in accordance with our Connection Policy.

2.2 Our obligation to connect the Connected Address to the System is conditional upon:

- (a) us having the requisite authorization under the enabling legislation; and
- (b) us agreeing to your offer set out in this Application Form.
- (c) there being a suitable distribution pipeline within 50m of the curtilage at the front of the property.

2.3 Subject to Clause 2.1 and 2.2 we shall arrange to connect the Connected Address to the System.

2.4 Reinstatement on private property is not included in the quoted cost of connection. For safety reasons we shall repair excavations with a suitable material but will not restore the excavated area to its original state and any reinstatement may remain visible.

3. WARRANTIES AND TITLE AND RISK IN GAS

3.1 The property owner warrants that he/she is the owner or occupier of the Connected Address and, inter alia, has the power and authority to permit, grant and provide the matters referred to or contemplated by the Agreement including, but not limited to, securing any required planning permissions or building warrants.

3.2 Ownership, risk and title in gas shall pass to the property owner in respect of the Connected Address at the outlet of the property owner's gas meter in relation to the Connected Address.

3.3 We give no warranty, express or implied, as to the adequacy, safety or other characteristics of any gas pipes and other apparatus, appliances or devices used or to be used in connection with the supply and use of gas on your side of the meter.

4. CHANGES TO THIS AGREEMENT

4.1 We may change the terms and conditions of this Agreement by giving you 21 days notice. Updated copies of this Agreement shall be provided to you upon request. If you do not wish to continue this agreement on the basis of the change, you must reply to this effect within 21 days. In this instance, the change will not take place, but the agreement will end 28 days from the receipt of your letter. If you do not respond within the 21 days' notice period, the change shall be effective without any further notice or confirmation.

5. TERMINATION OF CONNECTION AGREEMENT

5.1 The property owner may terminate this Agreement by giving us 7 days notice in writing. Failure by you to provide us with the requisite notice shall render your notice ineffective and you shall remain liable for all charges arising under the Agreement until the date of termination.

5.2 If you do not pay the bill for connection we may terminate this Agreement to connect you to the System with immediate effect. We may charge you interest on the unpaid balance on and from the due date for payment to the date of actual payment at a rate of 3% per year above Northern Bank Limited's base lending rate in force from time to time.

5.3 We may by written notice to you terminate this Agreement (in whole or in part) if:

- (i) you are in material breach of this Agreement; or
- (ii) we give you 7 days notice of our intention to so terminate this Agreement.

5.4 In the event that we terminate this Agreement pursuant to Clause 5.3 we shall be entitled to recover our reasonable charges incurred in discontinuing the supply and our debt recovery costs.

5.5 This Agreement may terminate (in whole or in part) with immediate effect if the relevant licence is revoked or our duties are restricted.

5.6 The expiry or termination of this Agreement shall not affect the accrued rights of either Party prior to such expiry or termination.

6. ACCESS TO YOUR PREMISES

6.1 You shall allow us or any duly empowered person, or our or their duly authorised officers or agents, safe access to your property where permitted or required by law or any relevant licence, code or Agreement (including this Agreement).

6.2 You shall allow us or any duly empowered person or our or their duly authorized officers or agents safe access, without charge, to enable us to operate the Agreement in accordance with its terms and conditions, including access for the following purposes:

- (a) when your property is being connected, for the installation of our equipment, meter, pipes and other apparatus which we consider necessary for you to be connected to a gas supply;
- (b) at any reasonable time, for the purposes of reading, inspecting, installing, operating, maintaining, repairing, replacing, testing, removing or carrying out any other services in relation to equipment which has been installed or is to be installed for the purpose of supplying gas to your property;
- (c) at any time, to disconnect the gas supply for the purpose of averting imminent danger to persons or property or securing the safety of the network or the safe conveyance of gas thereby, or where otherwise entitled to disconnect pursuant to this Agreement; and
- (d) to undertake maintenance and emergency works for the purpose of meeting our operational or legal requirements.

7. SAFETY & RESPONSIBILITY FOR EQUIPMENT SUPPLYING GAS TO YOUR PROPERTY

7.1 Escape of Gas

Where you suspect that there is any escape of gas (or any equipment is damaged which may result in an escape of gas) you shall immediately notify our emergency service whose telephone number is 0800 002 001 or such other number as is notified to you.

7.2 Misuse of Gas

You shall at all times use gas in a proper, sensible and safe way and you shall not do anything which interferes with the supply of gas to you or to any other person.

7.3 Abuse of Equipment or any other party

You or any other party with or without your knowledge shall not in any way tamper with, misuse or damage the meter or any other pipes or apparatus on our side of the meter (or any other equipment installed by us). You shall be responsible for the theft or damage of any equipment installed by us on or about your property. If you or any other party does so you shall be responsible for the costs incurred by us repairing or replacing it or them. The equipment we install shall belong to the Company. Should damage to our equipment compromise the integrity or safety of the meter apparatus the gas installation will be disconnected.

7.4 Building Alterations

The gas meter to be installed on your property will be sited in accordance with the Gas Safety (Installation and use) Regulations Northern Ireland 2004 and BS 6400:2006 Specification For Installation of Gas Meters. If you plan to extend your property or undertake construction work in close proximity of your gas meter or near or over the line of the gas supply route you must contact Phoenix Natural Gas to arrange a pre site survey and quotation for a gas supply alteration. If you ignore this advice and build over the gas installation you will be disconnected and charged an additional amount for the extra work undertaken to make the installation safe.

7.5 Maintenance of Equipment

You are responsible for any pipes, pipe work and appliances on your side of the gas meter and shall ensure that all such equipment is adequately maintained. You shall ensure that any company you

employ to carry out any work in relation to your side of the gas meter is Gas Safe qualified and registered. We give no warranty, express or implied, as to the adequacy, safety or other characteristics of any gas pipes and other apparatus, appliances or devices used or to be used in connection with the supply and use of gas on your side of the gas meter.

8.0 GAS SAFE INSTALLERS

8.1 You shall ensure that the company you employ to undertake any gas work in the Connected Address is Gas Safe qualified and registered.

8.2 We are not responsible in any way for the pipework or appliances on your side of the gas meter.

9.0 EMERGENCIES

9.1 The Parties acknowledge that the Company may be required, amongst others, by the Department or the Authority to disconnect or cease supply at the Connected Address or take such other action as required for any reason of System security or to comply with any requirement of applicable law or regulation and the Parties agree that the Company shall not have any liability in respect of any loss or damage arising as a result. Supply may be disconnected by us or any other duly empowered person, or by our or their duly authorized officers or agents where permitted or required by law or any relevant licence, code or agreement. We may make a charge to reconnect your supply.

9.2 Should we be required to disconnect or discontinue supply to the Connected Address you shall refrain from using gas immediately upon being notified by us that you should do so.

9.3 You shall comply with all requests by us for the purpose of :

- (a) averting or reducing danger to life or property; or
- (b) securing the safe transportation of gas through the System and for maintaining the safety of the System itself.

10. FORCE MAJEURE

10.1 In this Condition "Force Majeure" means any event or circumstance beyond the control of the Party concerned and which, notwithstanding the exercise by it of reasonable diligence and foresight, that Party was or would have been unable to prevent or overcome. Without limitation to the generality of this Condition

10.1 It is acknowledged that any event or circumstance that qualifies as Force Majeure under our transportation contract with another network operator shall be deemed to be Force Majeure hereunder.

10.2 If either Party is by reason of Force Majeure rendered unable wholly or in part to carry out any of its obligations under the Agreement, then the Party affected shall be released from its obligations hereunder to the extent to which they are affected by Force Majeure and for the period during which those circumstances exist, provided that:

- (a) the Party seeking relief under this Clause 10.2 shall advise the other Party as soon as practicable by notice in writing of the Force Majeure together with its estimate of the likely effect of the Force Majeure on its ability to perform its obligations and of the likely period of such Force Majeure having regard to the matters referred to in Clause 10.2(b);
- (b) the Party affected shall use all reasonable endeavours to terminate the circumstance of Force Majeure if and to the extent reasonably practicable and with all reasonable speed and at reasonable cost; but nothing in this proviso shall limit the absolute discretion of the Company in relation to the settlement of any labour dispute constituting circumstances of Force Majeure; and
- (c) the Parties acknowledge that Force Majeure shall not release any Party from any obligation to pay amounts due under the Agreement.

11. PRICE AND PAYMENT

11.1 The quotation we give you for connection costs, which may include an allowance, is valid for 28 days from the date of issue and applies only to the Connected Address. This period can be extended at the discretion of Phoenix Natural Gas.

11.2 We will arrange to connect your premises to the nearest suitable gas main and install all appropriate and standard equipment which will enable gas to be supplied. This will be up to and including the gas meter.

11.3 Works shall only commence once payment has been received by us in full.

11.4 You shall make payments for connection in accordance with the Connection Policy.

11.5 If you do not use any gas during the first 12 months after your property has been connected to a supply, we will require you to pay the full installation costs, including any allowance given in our original quotation, and the cost of disconnection. You shall pay the full amount on the bill we send you within 7 days of its issue. Any late payment will be charged interest in accordance with Clause 5.2

11.6 If we install or require access to equipment which is below the ground, we shall arrange reinstatement in order to maintain access to your property.

11.7 Any allowance is applicable for the first connection of a property only. Reconnection of a property is chargeable accordance with the connection policy.

12. DISCONNECTING YOUR GAS SUPPLY AND LIMITATION OF LIABILITY

12.1 Your supply of gas may be disconnected by us or any other duly empowered person, or by our or their duly authorised officers or agents where permitted or required by law or any relevant licence, code or Agreement (including this Agreement). We may make a charge to reconnect your gas supply.

12.2 The Parties acknowledge that the Company may be required to disconnect or cease supply at the Connected Address or take such other action as required for any reason of System security or to comply with any requirement of applicable law or regulation and the Parties agree that the Company shall not have any liability in respect of any loss or damage arising as a result.

12.3 Nothing in the Agreement:

- (a) excludes or limits our liability for death or personal injury resulting from our negligence; or
- (b) affects your legal rights as a consumer.

12.4 Each Party agrees and acknowledges that:

- (a) neither Party shall be liable to the other Party for loss arising from any breach of the Agreement, other than for loss directly resulting from such breach and which, at the date the Agreement was entered into, was reasonably foreseeable as not unlikely to occur in the ordinary course of events as a result of such breach in respect of physical damage to the property of either Party; and
- (b) neither Party shall, in any circumstances, be liable to in respect of any breach of the Agreement to the other for any loss of goodwill, or increased cost of working or any indirect or consequential loss or, except as expressly provided herein, loss resulting from the liability of any other Party to any other person howsoever and whensoever arising.

12.5 The amount or amounts for which one Party may be liable to the other pursuant to Clause 12.4(a) in respect of any event or circumstance or series of events constituting or resulting in a breach of a provision of the Agreement shall not exceed £10,000.

13. ASSIGNMENT

13.1 We shall be entitled to assign, transfer, charge or otherwise encumber all or part of our rights under the Agreement and shall be able to transfer our rights and obligations under the Agreement to a company who is entitled to convey gas to the Connected Address. You may not assign, transfer, charge or otherwise encumber all or part of your rights under the Agreement without our prior written consent.

14. NOTICES

14.1 Any notices we are required or wish to give you under the Agreement shall be accepted by you as properly given if delivered or sent to your Connected Address or such other address as you may notify us should be used. Any notices you are required or wish to give to us under the Agreement shall be accepted by us as properly given if delivered or sent to the address marked on the Application Form or such other address as we may notify you should be used.

15. WAIVER

15.1 No waiver of any default or delay in enforcing rights under this Agreement by us or by you shall be construed as a waiver of any rights or remedies.

16. USE OF INFORMATION

16.1 Information you provide or that we hold about you may be used by us, other group companies or our employees and / or agents:

- (a) in the ways described in the section of the Gas Connection Agreement headed "Your Data Protection Rights";
- (b) to help administer any account, service or product; or
- (c) to help us detect or prevent crime, fraud or loss.

16.2 We may monitor or record telephone calls for training purposes or to improve our customer standards of service.

17. COMPLAINTS

17.1 If you are dissatisfied with any aspect of our service please write to the Customer Services Manager, Phoenix Natural Gas Ltd, 197 Airport Road West, Belfast, BT3 9ED. Our aim is to resolve complaints to the satisfaction of our customers. However, if having followed our complaints procedures, you remain dissatisfied you may wish to contact the Consumer Council on 0845 601 6022.

18. LAW OF NORTHERN IRELAND

18.1 The Agreement will be governed by and construed in accordance with the law of Northern Ireland.