

Terms and Conditions for the Connection of a Gas Service to a Property

1. DEFINITIONS

In this agreement, the following words and expressions shall have the following meanings.

1.1 '**Applicant**' means the owner, being over 18 years of age, (or appointed 'legal representative') of the Property or, in the case of the owner being a Limited Company, a Director or Secretary of that Company with authority to act on its behalf. Also referred to as 'owner', 'you' and 'your'.

1.2 '**Legal Representative**' means one who represents or stands in place of the property owner under authority recognised by law especially with respect to the property owner's property or interest and includes a Barrister, Solicitor or an agent/relative having legal status acting under a Power of Attorney or an Enduring Power of Attorney within the Powers of Attorney Act (NI) 1971 and Enduring Powers of Attorney (NI) Order 1987 (as amended).

1.3 '**Property**' means a property whose postal address is in the area within which we are licensed by the Order to convey natural gas from the System and for which the Applicant has requested a first ever connection of the property to the System.

1.4 '**the Order**' means the Gas Order (Northern Ireland) 1996, Energy Act, Energy Order and any order or statute which replaces them.

1.5 '**Phoenix**' means Phoenix Natural Gas Limited, its successors, assigns and authorised agents, being the network operator having its Registered Office at 197 Airport Road West, Belfast, BT3 9ED also referred to as 'we', 'us' and 'our'.

1.6 '**Terms and Conditions**' means all of the terms and conditions detailed in this document relating to the first connection of the Property to the System and the obligations now, and in the future, of the Applicant, and any subsequent owner of the Property.

1.7 '**System**' comprises a Phoenix designated suitable gas distribution pipeline within 50 metres parallel to the Front Curtilage of the property and which is also located at the same postal address as the property.

1.8 '**Gas Apparatus**' comprises the gas service which is laid from the System to the Property, meter control valve (MCV), pressure regulator, gas meter and associated pipework from the MCV to the meter outlet connection.

1.9 '**Quotation**', also referred to as the 'offer', covers the allocation of applicable charges, detailed in our 2017 Connections Policy after any allowances, provided by us to you, have been deducted. .

1.10 '**Gas Safe**' means an organisation which provides a list of gas engineers who are qualified to work safely on gas appliances.

1.11 '**Gas User**' means the Applicant, or any tenant or occupier of the Property who contracts with a gas supplier to purchase gas.

1.12 **'Wayleave'** means any agreement (in writing) with the owner of any land/property traversed by our Gas Apparatus or System which enables the Property to be connected.

1.13 **'Gas Connection Application'** means the standard pro forma application form prepared by us.

1.14 **'Gas Supplier'**, means a company licensed in accordance with the Order to supply natural gas to Gas Users in properties connected to our System.

1.15 **'Acceptance'** means the Applicant's signature on the Gas Connection Application to be bound by the Terms and Conditions for the connection of the Property to our System.

1.16 The **'Contract'**, also referred to as the **'Agreement'**, shall comprise the Acceptance, the Payment and our agreement to connect the Property to our System.

1.17 **'Payment'** means 'the payment of the charges detailed in the Quotation to be paid by the Applicant, in advance of the Property being physically connected to our System.

1.18 **'Authority'** means the Northern Ireland Authority for Utility Regulation (or any organisation replacing it) and/or the Department of Enterprise, Trade and Investment.

1. 19 **'Party'** means any party to this agreement.

1.20 **'Connection Policy'** means the statement prepared by Phoenix in compliance with Condition 2.4.2 of its Conveyance Licence and which details the policies and charges relating to connections to the System and the installation and maintenance of our Gas Apparatus post connection.

1.21 The clause headings in this agreement do not form part of the Contract and shall not be taken into account in its construction or interpretation.

2. THE CONTRACT

2.1 A Gas Connection Application signed by the Applicant does not commit us or the Applicant to proceed with a connection. If the Applicant does not request a connection to the Property within 365 days of signing the Gas Connection Application the Contract/agreement will be automatically cancelled.

2.2 The Contract, which will be of indeterminate length, is formed when the following conditions of acceptance have been satisfied:

a) 'The Applicant' has signed the Gas Connection Application and this has been received, accepted and the property confirmed as readily connectable by Phoenix.

b) Where required by us a Wayleave is submitted by the Applicant.

c) A verbal or written request is made to us by the Applicant for a connection date/day and this date/day has been agreed by us. (Note: Where we require access inside your property to install our Gas Apparatus an AM or PM appointment will be offered, at which you must be present).

d) The Gas Supplier confirms that they are willing to supply the Gas User named on the Gas Connection Application on the understanding that the Gas User will be ready to start using gas immediately the property is connected to the System

e) The Applicant' confirms they have engaged a Gas Safe registered engineer or installer to fit all gas equipment and appliances that the Applicant intends to use on the Property.

f)) Payment of the Connection Quotation, as set out in 4 overleaf, to be received in advance of the connection date being agreed.

2.3 Once the Contract is formed the Applicant has 14 days, from the date a connection date is agreed with us, to request that the Contract be cancelled. There will be no penalty or liability for charges incurred if notice to cancel is served within that time unless work has already commenced, on your instruction, whereby you will be liable for any reasonable costs incurred by us in meeting your specified requirements.

2.4 If natural gas is not used at the Property' within the 1st 12 months of the actual connection date, you shall pay the cost of connecting the Property to the System. The amount charged will be as determined under 'Schedule 1 of our Connection Policy Charges'.

3. CHANGES TO THE TERMS AND CONDITIONS

3.1 We may from time to time vary, amend or replace the Terms and Conditions and the latest version will be posted on our website for a period of 21 days, with the specific changes highlighted, before the full terms and conditions are enacted. After the notification period has expired the full terms and conditions will be posted on our website showing the date of enactment. They will apply whether the Property is connected to the System or not.

3.2 The owner of the Property, whether they are the Applicant or any subsequent owner of the Property, shall be bound by the latest Terms and Conditions for as long as the Property' remains connected to the System.

4. THE WORKS

4.1 We will, wherever possible, use the least disruptive installation techniques to connect the Property to the System through to the installation of the Gas Apparatus. Some ground conditions and/or the presence of undetectable underground services/obstructions will necessitate a full excavation of your driveway along the complete length of the gas service route to the meter termination position.

4.2 Our standard installation method is to use a pneumatic mole to bore a hole underground. As a minimum, two excavations (each approximately 1metre long) will be undertaken to launch and receive the mole and expose underground apparatus. Even when we are able to use the mole it will be necessary to excavate every 6 to 10 metres to redirect the equipment.

4.3 Whilst we may supply a meter housing (box) at the point of connection to the Gas Apparatus, you shall own the meter housing thereafter as it will form part of the fabric of the Property. Repairs, maintenance and retention of the meter housing box are the responsibility of the owner.

4.4 A connection is deemed to be complete when our Gas Apparatus has been installed and commissioned.

4.5 Reinstatement of that part of the Property affected by any excavation, whether at the time of connection or subsequently, will not be restored to their original state under this agreement and shall also exclude clearing residual staining arising from the excavation and reinstatement process. For safety reasons we shall repair excavations with a suitable constituent, as determined by us, to blend in as appropriately as possible but any reinstatement will always remain visible on completion of the works. In particular on drives, paths and other surfaces we cannot guarantee to match, with permanent reinstatement materials, the existing surface texture, colour or exact material type used including tiled slabs or bricked paved areas as these are traditionally difficult to match. We shall not carry out the reinstatement of any fences, walls, landscaping, drainage or special surface finishes of any kind. The applicant can elect to undertake their own reinstatement on private property, at their expense, providing it is completed to an appropriate safe standard and they assume full liability for the work undertaken.

4.6 Where we install equipment below ground and require access in the future for maintenance purposes, we will arrange reinstatement in order to facilitate access.

4.7 Phoenix is responsible for the installation and maintenance of Gas Apparatus installed by us. Responsibility for the maintenance of the meter housing is detailed in clause 4.3.

5. WARRANTIES AND TITLE

5.1 The Applicant warrants that he/she is the owner of the Property, through which our Gas Apparatus will be laid and has the authority to permit the work specified in section 4 and will secure any planning permissions or building warrants that maybe required. Where requested by us you will also provide a Wayleave.

5.2 Phoenix is not responsible for the installation or maintenance of any gas pipes, apparatus or appliances installed and used by you on the Property after the meter outlet.

6. ACCESS

You or any gas user shall allow Phoenix safe and unrestricted access to the Property at all reasonable times during the Working Day or and at any time in the case of an emergency to;

a) Enable us to fully operate this agreement in accordance with the Terms and Conditions and as required or permitted by any Statute (including any Rules or Regulations made pursuant to any Statute) or any Code of Practice;

b) Install our Gas Apparatus and other items associated with the connection of the property to the System.

c) Post connection; undertake any inspection, repairs, maintenance, removal or replacement of our Gas Apparatus in accordance with our operational procedures and legal obligations. Where you request that calls are made other than during the Working Day these will be chargeable to you.

d) Disconnect the gas supply for the purpose of averting imminent danger to persons or property or securing the safety of the System;

(e) Connect any other Property to the Gas Apparatus or System installed on your property without requiring any further permission from you.

7. POST CONNECTION RESPONSIBILITIES

7.1 Misuse of Gas or Abuse of Gas Apparatus

7.1.1 You or any other Gas User (e.g. a tenant) shall not in any way:

a) Use, or allow others to use, gas in an inappropriate way and must therefore ensure that it is used sensibly and safely at all times.

b) Interfere with the integrity of the gas apparatus or compromise its safe operation.

c) Misuse, tamper with, steal or damage the meter, meter apparatus or any other pipes on our side of the meter (or any other equipment installed by us).

7.1.2 You shall be held liable for the theft or damage of our equipment installed on or about the property including that damaged by you or any third party, including the Gas User, and you must pay all resultant costs incurred by us repairing or replacing it or them. The equipment we replace shall belong to us.

7.1.3 Should interference or damage to our equipment compromise the integrity or safety of the meter apparatus, your meter housing or the downstream installation, the gas supply to the Property will, on discovery, be immediately disconnected and we shall be entitled to disconnect the Property without any requirement to give advance notice of our intention to do so. The property shall remain isolated until such time that we are satisfied that it is safe to reconnect and you have paid all appropriate charges.

7.2 Building Alterations

Our gas apparatus installed on the Property will be sited in accordance with the Gas Safety (Installation and use) Regulations Northern Ireland 2004 and BS 6400. If you plan to extend your property or undertake construction work in close proximity of the gas apparatus or near or over the line of the gas supply pipeline you must contact us to arrange a survey. If you build over the gas supply pipeline it will be immediately disconnected and you will be charged to make the installation safe.

8. EMERGENCIES

8.1 If there is a gas escape (or equipment is damaged which may result in an escape of gas) you must immediately notify our emergency service on 0800 002 001.

8.2 The Authority, and Phoenix, may require that we disconnect or cease the supply of gas to the Property or take other action to protect the System or to comply with any requirement of law or regulation. The parties agree that we shall not have any liability in respect of any loss or damage

arising as a result of any action taken by us. We may make a charge to reconnect your' Property to the System.

8.3 Should we be required to disconnect or discontinue supply to the Property, you or any other Gas User shall refrain from using gas immediately upon being notified by us that you should do so.

8.4 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.

9. FORCE MAJEURE

a) In this agreement "Force Majeure" means 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 Phoenix or the owner ('affected party') and which causes or results in the failure of the affected party to perform or delay in performing any of its obligations owed to the other Party under this agreement.

(b) The Parties acknowledge that "Force Majeure" shall not release any Party from any obligation to pay amounts due under this agreement.

10. PRICE AND PAYMENT

10.1 The Quotation, detailed in section 4 overleaf, is valid for 28 days from the date of issue, although this may be extended at our sole discretion.

10.2 Following payment' in full we shall agree a date to connect the Property to the System to enable gas to be conveyed and ultimately supplied to the Property.

10.3 Any allowance given against the cost of connecting the Property is applicable for the first connection of the Property only. Any reconnection of the Property to the System will be chargeable in accordance with the terms of our 2017 Connections Policy and a new Quotation.

11. DISCONNECTING YOUR GAS SUPPLY

11.1 The gas supply to the Property may be disconnected by us or our appointed agents without notice for any of the following reasons:

a) To maintain the security and safety of the System b) at the request of the Gas Supplier c) where there is no Gas Supplier assigned to the Property d) where access to the Property or any adjoining property over which we have a Wayleave is denied to undertake maintenance on our gas apparatus or e) in accordance with the requirements detailed in sections 6 and 8 above.

12. LIMITATION OF LIABILITY

12.1 Phoenix shall not have any liability in respect of any loss or damage arising as a result of an interruption of the gas supply or disconnection of the property.

12.2 Provided that and to the extent that the law permits you shall not be entitled to reimbursement of expenses or compensation in respect of any loss or damage in respect of any disruption or inconvenience, charges from any Gas Safe Installer or other third parties employed by you or any other associated costs resulting from the installation, repair, replacement or failure of our Gas Apparatus.

12.3 Nothing in the Contract 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 neither Party shall a) be liable to the other Party for loss arising from any breach of the Contract, other than for loss which was reasonably foreseeable as likely to occur at the time that the Contract was formed and b) neither party shall, in any circumstance, be liable to in respect of any breach of the Contract for any loss of goodwill, construction delay, increased cost of working or any indirect or consequential loss.

12.5 The amount for which one Party may be liable, in respect of any event or circumstance or series of events constituting or resulting in a breach of a provision of the Contract shall not exceed £5,000.

13. ASSIGNMENT AND TERMINATION

13.1 Phoenix shall be entitled to transfer all or part of our rights and obligations under the Contract to any person or company who is licensed to convey gas to the Property. Excluding the automatic transfer of title to a new owner, on sale of the Property, you may not amend, transfer or otherwise encumber all or part of your rights under the Contract without our prior written consent.

13.2 Should you wish to terminate this contract post connection to the System you will need to arrange for the disconnection of the gas supply and removal of our gas apparatus through your current gas supplier.

14. NOTICES

14.1 Any notices we are required to give you under the Contract, which is of indeterminate duration, shall be accepted by you as properly given if published on our website or delivered to the Property or to such other address as you may notify us. Any notices you are required or wish to give to us under the contract shall be accepted by us as properly given if posted or delivered to us at our registered office.

15. WAIVER

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

16. USE OF INFORMATION

16.1 The information you provide may only be used in the way described under section 10 of the Gas Connection Application form.

16.2 We may monitor or record telephone calls for training purposes or to improve our customer standards of service. Any recordings or transcripts will not be available to you.

17. COMPLAINTS AND GUARANTEED STANDARDS OF SERVICE

17.1 If you are dissatisfied with any aspect of our service you may initiate our complaints handling procedure by writing to the Customer Services Manager, Phoenix Natural Gas Ltd, 197 Airport Road West, Belfast, BT3 9ED. However, if you remain dissatisfied 'you' may wish to contact the Consumer Council, Floor 3 Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN. Telephone 0800 121 6022.

17.2 The Gas (Individual Standards of Performance) Regulations (Northern Ireland) 2014 requires us to offer compensation to you should we fail to meet the standards of service we are required to achieve under these regulations. Details of the compensation and refund arrangements applicable are detailed in our Notice of Rights which can be obtained from our website or provided to you upon request.

18. LAW OF NORTHERN IRELAND

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

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