

Terms and conditions for connections, metering and infrastructure works (‘standard conditions’)

August 2018

britishgas.co.uk/business


British Gas

British Gas Trading Limited cares about privacy and we protect your personal data. We want to be transparent about how we use your personal data, so before you read our terms and conditions, we want to point out that British Gas Trading Limited is the data controller of your personal data. During our relationship with business customers we may collect and use personal data. This can include personal data about yourself, your employees, workers, contractors, agents, clients, tenants or customers. Although the Privacy Notice does not form part of the contract between you and British Gas Trading Limited, we recommend that you read our Privacy Notice, to understand how we collect and use your personal data and your data protection rights. You can find our Privacy Notice here britishgas.co.uk/business/privacy.

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These terms and conditions for connections, metering and infrastructure works ('**standard conditions**'), as updated from time to time, apply to this **contract**. Our website shows the most up to date version of these **standard conditions** at britishgas.co.uk/business/cm. If you don't have access to the internet, please call us on 0330 100 0222*, or email us at businesscustomerservice@britishgas.co.uk and we will send you the latest version.

This **contract** is between British Gas Trading Limited ('**British Gas**', 'we' or 'us') and you, our **client** ('you').

This **contract** shall apply to all **sites** at which we provide the **works**.

1 Quotation and acceptance

- 1.1 We will send you a **quotation** for the **works**. All **quotations** and any acceptance by you of such **quotation(s)** are subject to these **standard conditions**.
- 1.2 If the **works** require separate **phases**, we will send you a separate **quotation** for each **phase**.
- 1.3 In the event of any conflict between these **standard conditions** and any other document, including a **quotation** or notice (issued as part of the **contract**), these **standard conditions** shall prevail, but only to the extent of the conflict, unless otherwise agreed in writing.
- 1.4 Any terms and conditions provided by you (whether verbally or in writing) shall be excluded unless expressly agreed by us in writing.
- 1.5 Each quotation shall remain open for acceptance for 28 (twenty-eight) days from the date of the **quotation**, although we may give notice to you that we are withdrawing the **quotation** at any time prior to acceptance.

2 Assumptions for our quotation

- 2.1 The **quoted price** is based on our estimate of our costs to complete the **works** at the date of the **quotation**.
- 2.2 By accepting a **quotation**, you confirm that you will fully cooperate with us to ensure that all **works** are completed within 120 (one hundred and twenty) **working days** of the date of each **quotation**, unless otherwise agreed in writing by us. If this condition is not complied with or if the **works** are not completed within this time, we shall have the right to amend the **quoted price** accordingly to include, for example, any increased costs which we incur.
- 2.3 Upon acceptance of your **quotation**, we will ask the adopting network to carry out a security of supply check on the network. If the adopting network identifies that any work is required to secure the supply, this may require a **variation**.
- 2.4 The **quotation** is based on assumptions, estimates and price bands based on various factors including time, depth of excavation and length of pipe work. Assumptions include, without limitation:
 - 2.4.1 the **works** will be completed in a single visit. Where the **works** take more than a single visit this may incur additional costs, as agreed in any **variation**;
 - 2.4.2 the building at the **site** is conventional and not timber framed or otherwise;
 - 2.4.3 road or lane closures will not be required;

- 2.4.4 no gas booster, compressor or combined heat and power plant is present, or will be installed;
 - 2.4.5 the cost of the **works** is based on the assumption that the **meter** shall not be removed from **site** prior to the end of your **energy contract**. If the **meter** is removed early in breach of this clause 2.4.5, we may recover from you any additional charges, costs or cancellation fees that we incur as a result of the **meter** having been removed;
 - 2.4.6 the connection designs or plans provided by the local network owner are accurate and up to date even when they are provided without guarantee or warranty. Should these designs or plans be found to be inaccurate this may result in a **variation**, a change to the design and/or an extension to the planned completion date of the **works**;
 - 2.4.7 the **works** will be carried out by us and we will be provided with free and unrestricted access to the **site** during **normal working hours**. If agreed by you and us in writing, we may carry out the **works** outside of our **normal working hours** at an additional cost to you.
- 2.5 Unless otherwise expressly stated in each **quotation**, the **works** shall not include (and the **quoted price** is exclusive of) any of the following:
- 2.5.1 **works** not reasonably foreseeable or anticipated from (a) a visual inspection during the **survey** or (b) any information provided from you or a third party to us;
 - 2.5.2 any additional **works** or charges that are required as a result of information, provided by you or a third party, which is inaccurate or requires subsequent changes;
 - 2.5.3 any unforeseen **traffic management** costs and associated charges (including any costs or charges incurred as a result of compliance with **NRSWA**);
 - 2.5.4 if there are any changes at **site** or in the scope of the **works**, which could change or impact the agreed method, equipment or materials of any of the **works** or **quotation**, such as engineering difficulties, **site** conditions or otherwise;
 - 2.5.5 any notifications or applications to the local authorities (or equivalent) or the landlord and any consents or permissions in respect to listed building requirements, planning permission or otherwise;
 - 2.5.6 boxing in of pipe work or painting and polishing of pipes;
 - 2.5.7 making good and/or decorative work post-completion of the **works**;
 - 2.5.8 cutting away or making holes;

- 2.5.9 provision and erection of scaffolding;
 - 2.5.10 unforeseen builders', joiners', blacksmiths', steelworkers', electricians' or other third party's work including rectification of any inherent fault at **site** in which the **works** are to be carried out or any foundations necessary to support and distribute the weight of any equipment or material including permanent reinstatement of trenches in private ground;
 - 2.5.11 any guards around any portion of the **site**;
 - 2.5.12 the provision and fitting of any sleeves, ducts or chambers which are required;
 - 2.5.13 **meter** boxes and other **meter** housing(s);
 - 2.5.14 measures required to protect equipment from adverse environmental conditions and/or harmful substances that were not previously notified to us or not visually apparent at the **survey** upon which each **quotation** is based;
 - 2.5.15 any work required as a result of any fault or failure of the electrical system at **site** or the public electricity, gas or water supply to the **works**; or
 - 2.5.16 any excavation work including costs and related charges.
- 2.6 A **variation** will be required if there is any proposed or necessary change which results in an increase in the **quoted price**. Subject to the **variation**, you are solely responsible for any costs increases.
- 2.7 You will reimburse us in respect of any costs and expenses which we incur as a result of you failing to carry out any of your obligations (including any act or omission by you) under the **contract**.

3 Our services

- 3.1 We will provide the **works** using reasonable skill and care and the **works** will be of a quality that keeps to generally accepted industry standards.
- 3.2 Save as required by law, regulation or as set out in this **contract**, we disclaim and you waive all other warranties with respect to the **works**, arising by law, regulation or otherwise, including any warranty of satisfactory quality or fitness for a particular purpose, whether express or implied by law, a course of dealing, course of performance, usage of trade or otherwise.
- 3.3 Where our **works** involve any existing parts, equipment or ancillary plant, we will not be liable or held responsible for any defects, design faults or the overall condition such as serviceability, effectiveness and checking they remain in a good safe working order. If the effectiveness of our **works** is directly affected by these existing parts, equipment or ancillary plant we may be required to replace them and such costs will be additional to the **quoted price**.

- 3.4 Where outside underground pipe work is involved and it is agreed as part of the **works**, unless otherwise agreed by us in writing:
- 3.4.1 we will backfill the trench with a suitable fine fill material, apply 'gas pipe below' and/or 'electricity below' warning tape if required, and restore the trench and associated surfaces to match or better the existing materials in compliance with **NRSWA**;
 - 3.4.2 if any flags are damaged upon executing the **works** these will be replaced with pre-cast grey flags (clause 3.4.1 and 3.4.2 together ('**reinstatement works**')).
- 3.5 Any **reinstatement works** shall not include any specific patterns, paving, bespoke designs, special reinstatement or otherwise. **Reinstatement works** (if agreed in writing) shall be completed by us after all of the **works** have been completed and confirmed as working as expected.
- 3.6 You accept and acknowledge that the **works** (including the removing or dismantling of existing fixtures and fittings) may cause damage and certain areas may need redecoration following completion of the **works**. When carrying out the **works**, we will exercise reasonable care to preserve decoration and avoid other damage to your **site**. We will make good unnecessary damage directly caused by our negligence. You are responsible for the final or permanent reinstatement of the **site** including the replacement of any flooring or tarmac and acknowledge this is not included in the **quoted price**, unless otherwise agreed in writing.
- 3.7 The existing gas supply may need to be isolated in order to enable the new gas connection. This will necessitate the completion of a gas tightness test on the whole gas installation. Whilst it is unlikely, our tests may reveal gas escapes, which legally must be repaired before the gas supply can be reinstated. We have not included any such work in our **quotation** and any work that arises from the failure of the gas supply will be additionally chargeable.
- 3.8 We shall use reasonable endeavours to provide the **works** in a timely manner. We will not be responsible for any **delays** including any additional costs to the **works** as a result of a **delay**. Time shall not be of the essence and where a **delay** arises we will have an extension of time as required to complete the **works**.
- 3.9 When we have completed the **works**, we will collect and remove all non-hazardous waste, packaging and equipment no longer needed from the **site** for recycling including your existing parts and equipment, unless otherwise agreed by you. We will inform you when we plan not to remove any materials or equipment within the **site**.
- 3.10 We will not start or continue doing any of the **works** if we believe there is a health and safety risk, for example: hazardous chemicals, pest infestations, verbal or physical abuse, or harassment. If any asbestos needs to be removed, you must arrange and pay for someone else to remove it and give you a Certificate of Reoccupation which you must show us before we commence or continue (as applicable) the **works**.

4 Consents, responsibilities and requirements

- 4.1 Unless we have otherwise agreed in writing with you, you shall be entirely responsible, at your sole cost and expense, for the following and if any of the following do arise this may result in a **variation**, a change to timing or the design of the **works** (including changes to working hours) or a **delay**:
- 4.1.1 removing any fixtures and fittings or growing items prior to us commencing **works** as we will not repair or replace them if they are destroyed or damaged;
 - 4.1.2 the design of the **works** is subject to network approval and/or **traffic management** approval, in compliance with **NRSWA**;
 - 4.1.3 obtaining any necessary easements, wayleaves, authorities, permissions, consents or licences which are necessary prior to undertaking the **works** including landlord consent, **traffic management** (in compliance with **NRSWA**), local authority notices, planning permission or listed building applications;
 - 4.1.4 you must let us know if your gas system includes a gas booster, compressor or combined heat and power plant;
 - 4.1.5 ensuring that all **outlet pipe work** has been disconnected and purged prior to the planned disconnection date (if there is an existing service and/or **meter on site**) and to reconnect all **outlet pipe work** after the **works** are completed (if applicable);
 - 4.1.6 providing an asbestos risk register and any information regarding asbestos that we may reasonably request;
 - 4.1.7 providing such information, drawings or specification within your possession or control as we may reasonably request;
 - 4.1.8 carrying out such requirements as we may reasonably request in order to assist us in carrying out the **works** including any preparatory **works** which we advise you are required and obtaining all necessary rights of access;
 - 4.1.9 providing details of the proposed finished ground level where it is intended that such level shall be altered (other than by us) in the course of the **works**, and providing such finished level of the area on which we place equipment in conjunction with the **works**;
 - 4.1.10 providing all reasonable assistance, adequate space and access to us to enable us to properly and effectively carry out the **works** (including excavations (if any)) at the **site** including a contact who can give instructions and is a person aged 18 (eighteen) and over at the **site** at all times;

- 4.1.11 providing suitable secure space for keeping tools, fittings and materials;
- 4.1.12 providing a safe working environment that is free of hazardous chemicals, pest infestations, verbal or physical abuse, or harassment;
- 4.1.13 making available suitable electrical power for the operation of tools and testing of equipment and any fuels (gas or oil) and water to be used in carrying out the **works**;
- 4.1.14 ensuring that the safety earthing arrangements at **site** meet the standards set out in the current Institute of Electrical Engineers regulations;
- 4.1.15 providing, on request, **meter** room layout floor plans and ventilation details regarding any internal termination, failure to do so could result in the network provider's rejection and a **delay**;
- 4.1.16 where the building may be glass fronted, a sand pit and/or suitable foundation wall sleeve may need to be provided by you;
- 4.1.17 unless otherwise included in the **quotation**, you are required to (a) arrange all excavations (including costs) and (b) provide a fine fill base and surround prior to backfilling the trench, compacting of suitable material, levelling and reinstating the surface finish and removing any surplus material or spoil. During the backfill process, you must ensure that 'gas pipe below' or 'electricity below' warning tape is installed at least 250mm above the crown of the pipe or cable;
- 4.1.18 making available any equipment or facilities required in each **quotation**;
- 4.1.19 providing and constructing suitable **meter** housing in accordance with clause 4.2;
- 4.1.20 providing temporary gas or electricity (as applicable) as there may be days where this is not available;
- 4.1.21 ensuring (a) health and safety (b) access at all times to a member of your staff familiar with the **site** and safety procedures when we are on **site** (c) all work areas are free from obstructions, scaffolding or any other hazards that you or others may have created prior to us commencing work on **site**;
- 4.1.22 ensuring that neither you nor any of your employees, agents or contractors interfere with any equipment or materials provided by us in connection with the **works**; and
- 4.1.23 if an **abortive site visit** occurs, we reserve the right to charge a reasonable fee to cover any costs that we may incur as a result of an **abortive site visit**.

4.2 You acknowledge and agree that:

- 4.2.1 any gas **meter** housing installed by you or on your behalf by a third party other than us must be in accordance with the guidance given in British Standard BS6400 (or equivalent); the Ofgem **metering** codes of practice and the Institution of Gas Engineers and Managers recommendations on gas **meter** installations, as amended or updated. Your attention is drawn to the special restrictions and provisions in the Gas Safety Management Regulations relating to the installation of gas **meters** on or near escape routes such as stairways;
- 4.2.2 any electricity **meter** housing/cupboard installed by you or on your behalf by a third party other than us must be manufactured in accordance with the guidance given in the Energy Networks Association Technical Specification document number 12-3 (ENATS 12-3), BS 476 Part 7 Class 2 for fire retardance, the Ofgem **metering** codes of practice as amended or updated. Meter cupboards, where fitted in domestic premises must be able to accommodate the Supply Industry's service termination equipment in particular cut outs to Energy Networks Association Technical Specification 12-10 (ENATS 12-10), **meters** to BS 5685, time switches to BEBS M3 (1973) and Radio Teleswitches;
- 4.2.3 internal **meter** locations must be adequately and naturally ventilated to the outside air to comply with IGE/GM8 requirements (the room of the **meter** must be a minimum of 3% of the total floor area and should be equally distributed and disposed (a split of 50/50) between high and low levels between the outside walls) and where the internal **meter** location contains any electrical equipment including lighting, then the room must be ventilated in accordance with IFE/GM7 requirements as it will be classified as a zone 2 hazardous area.

5 Variations

Variations to the contract

- 5.1 Except as set out in these **standard conditions**, no **variation** of the **contract** shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Variations to the scope of the works

- 5.2 We may refuse to agree to undertake any **variations** to the **works**:
 - 5.2.1 until we have received full payment for that **variation**; and/or

- 5.2.2 where the **variation** substantially changes the scope, amount or extent of the volume of the **works** to be carried out pursuant to the **contract**.
- 5.3 If we reasonably consider that the request for a **variation** is outside the scope of the **quotation** ('**new work(s)**'), notwithstanding that the **new work** to be carried out may be at the **site** or related **sites** where the **works** are being carried out, we may offer you a separate **quotation** for the **new works**.

6 Prices and payment

- 6.1 Unless otherwise agreed by us in writing, all goods and materials will remain our property until you have paid the **quoted price** in full.
- 6.2 The **quoted price** is inclusive of **VAT** at the appropriate current rate.
- 6.3 We reserve the right to:
- 6.3.1 require the full amount of the **quoted price**, or any proportion thereof, such as a security deposit, to be paid upon acceptance of the **quotation** before commencing the **works**;
 - 6.3.2 submit interim charges to you for the value of the **works** completed to date and any balance of the **quoted price** to be paid upon completion of the **works** (unless otherwise expressly agreed in writing by us or our recommended payment provider on behalf of us). Any payment plans are subject to credit status and may be amended or cancelled if your credit status changes during the **works**; and/or
 - 6.3.3 to ask you to pay any of the remaining amounts of the **quoted price** immediately and in any event within five **working days**, regardless of the payment plan previously agreed with you.
- 6.4 All charges shall be paid by the earlier of (a) 28 days from the date of our invoice or (b) the payment date specified in our invoice. If you fail to make any payment by the due date, we may charge:
- 6.4.1 fixed-sum charges to a maximum of £100 (in line with the Late Payment of Commercial Debts Regulations 2013);
 - 6.4.2 any other reasonable costs which we incur in recovering the debt;
 - 6.4.3 interest (on amounts you do not disagree with) at 4% above HSBC Bank's base rate from the day after the invoice was due, and we may suspend the **works** until payment is made and/or request you pay the remaining amount of the **quoted price** in full.

- 6.5 All amounts due under this **contract** shall be paid in full, without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.6 If we have concerns about your credit standing or we reasonably believe that you may not be able to pay any of your invoices on time, and in full, we will contact you to discuss this. If we remain concerned we may, at any time:
- 6.6.1 ask you to pay in a different way (for example, by direct debit instead of cash or cheque);
 - 6.6.2 ask you to pay us a security deposit or increase any security deposit that we already hold on your behalf;
 - 6.6.3 ask you to arrange a guarantee in the form we request from your parent company or from one or more directors, shareholders, or members, confirming that they will be responsible for any amounts due under this **contract**;
 - 6.6.4 ask you for any other form of security; or
 - 6.6.5 ask you to pay the remaining amount of the **quoted price** in full.

7 Assignment and sub-contracting

- 7.1 We may subcontract the whole or any part of the **works** to our **approved services providers**.
- 7.2 We may assign and/or novate our rights and obligations under this **contract**.
- 7.3 Each **quotation** and this **contract** is personal to you and may not be assigned or transferred without our prior written consent (such consent not to be unreasonably withheld or delayed).

8 Construction and Design Management Regulations 2015 ('CDM Regs')

- 8.1 We each agree that the **works** are likely to be covered by the **CDM Regs**. Each party undertakes to the other in relation to the **works** and the **site** that it shall duly comply with the **CDM Regs** (as appropriate).

- 8.2 Pursuant to the **CDM Regs**, we are required to satisfy ourselves that you are aware of your duties owed under the **CDM Regs**, before any **works** are carried out. The **CDM Regs** place specific duties on you and also on any consultants and/or third parties that you may employ in connection with the **contract**. The **CDM Regs** impose a duty on you to determine whether the **CDM Regs** apply to this **contract**. If the **CDM Regs** do apply to this contract, they require you to perform certain duties in relation to the **works**. More information can be obtained from [hse.gov.uk/construction/cdm/2015](https://www.hse.gov.uk/construction/cdm/2015).
- 8.3 We shall not be appointed as the principal designer (as defined in the **CDM Regs**) for any the **works**, unless otherwise expressly agreed in writing in the **quote**.

9 Equipment and intellectual property

- 9.1 Unless otherwise provided in each **quotation**:
- 9.1.1 in respect of **inlet service pipe work**, the **gas transporter**, the **distribution network operator**, the **appointed business** or **British Gas** (as appropriate) shall at all times own the equipment and materials installed by us in connection with the **works** up to and including the **supply point** (except for any **meter** provided by you); and
- 9.1.2 in respect of **outlet pipework** installed downstream of the primary **meter**, you shall at all times after completion of the **works**, own and be responsible for maintenance of the equipment and materials installed by us in connection with the **works** from the **meter** to the gas and electricity consuming facilities; or
- 9.1.3 risk of damage or loss of all equipment and materials (for both **inlet service pipe work** and **outlet pipe work**) shall be yours after delivery to the site and **British Gas** shall be entitled to charge you in respect of any necessary repair or replacement unless due to the wrongful act of the **British Gas** team).
- 9.2 All patents, copyright or other intellectual property rights in documents or items created or provided by us in connection with the **works** shall be owned by and vest in us. If requested by us or, in any event, on completion of the **works** or termination of the **contract**, you must return any copies of any such document or items.
- 9.3 You shall grant us a royalty-free non-exclusive licence to use any of your intellectual property required for the purpose of enabling us to carry out the **works** and you warrant to us that you are entitled to grant such licence without infringing the rights of any third party.

10 Termination

10.1 This **contract** may be terminated by written notice:

10.1.1 by us for any reason prior to the commencement of the **works**; or

10.1.2 by us at any time where there is a change to the scope of the **works** or where you do not carry out any of your obligations under the **contract**; or

10.1.3 by us immediately if:

10.1.3.1 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

10.1.3.2 you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

10.1.3.3 the **distribution network operator** or **gas transporter** (as appropriate), declines to enter in a **contract** with us for a supply of gas or electricity (as appropriate) to the **site** to commence immediately following completion of the **works**; or

10.1.3.4 you commit a material breach of any term or a breach of any material term of the **contract** (as determined by us) which is (a) irremediable or (b) where such breach is capable of remedy, you have failed to remedy the breach to our satisfaction within 7 (seven) **working days** of receiving written notice requiring it to do; or

10.1.4 as otherwise provided for in this **contract**.

10.2 Upon termination of this **contract**, we shall repay your security deposit (if applicable) minus any costs listed below and where you have not paid a deposit you shall pay us for any of the costs listed below:

10.2.1 full payment of all instalments already due at the date of termination for any of the **works**;

10.2.2 reimbursement of costs and expenses incurred by us up to the date of termination or for which we are unable contractually to avoid in relation to **contracts** placed in connection with carrying out the **works**, and

10.2.3 any costs incurred by us in reinstating the **site** and removing equipment and materials as a result of termination.

11 Additional conditions for consumers – waiver of right to cancel

- 11.1 If you are a consumer, you confirm that you require us to start work as soon as possible (and prior to the end of any fourteen (14) day cooling off period which may apply).

12 Force majeure and delay

- 12.1 A force majeure event is where an event occurs beyond our reasonable control.
- 12.2 If an event of force majeure arises at any time during the **works**, we may terminate the **contract** and the provisions of clause 10.2 shall apply.
- 12.3 Without prejudice to clause 12.1 and clause 12.2, we shall use our reasonable endeavours to avoid or minimise any **delay** in carrying out the **works**.
- 12.4 Subject to clause 12.2, we shall not be liable to you in respect of any **delay** in carrying out the **works**. Time is not of the essence.

13 Defects

- 13.1 Without prejudice to clause 16, the provisions of this clause 13 set out your sole and exclusive remedy against us for any defects, howsoever caused, and for any loss, damage or expense caused by or relating to any defect.
- 13.2 You must notify us in writing within a reasonable time of discovering any defects with the **works**. Upon receipt of the notice, we must be given a reasonable opportunity to examine the **works**.
- 13.3 Subject to clause 13.4, we shall, at our option, repair or replace any defective items or part of the **works**, and any parts removed automatically becomes our property. If, in our sole discretion, repair or replacement is not economically or technically feasible or effective, then we may offer you an appropriate partial or full credit or refund of amounts paid with respect to the defective **works**, save that, subject to clause 13.4 and without prejudice to clause 16, in no event shall we be liable for any amount in excess of the quoted price.
- 13.4 Without prejudice to clause 16.1, we accept no liability for any defect (or for its repair) which is caused directly or indirectly by your negligence, wilful act and/or default or by that of any third party.

14 Extra conditions relating to Gas Safety (Installation and Use) Regulations 1998

- 14.1 Where you have installation work carried out for you by a third party other than us (or our **approved service provider**), it is your responsibility to confirm that such work complies with the Gas Safety (Installation and Use) Regulations 1998, as amended or modified.

15 Extra conditions relating to electrical installations

- 15.1 You acknowledge and accept that, pursuant to the requirements of BS 7671:2008, The Requirements for Electrical Installations (The 17th Edition of the IEE Wiring Regulations), as amended or updated:
 - 15.1.1 Where an electrical installation relies on 'Automatic Disconnection of Supply' (ADS) for protection against electric shock, your electrical installation requires main protective bonding conductors to connect the installations main earthing terminal and extraneous conductive parts including the water and gas installation pipes. You must ensure that any protective equipotential bonding work is carried out by a competent person such as a qualified electrician, an approved electrical contractor or your electricity distributor. You are responsible for making arrangements for any protective equipotential bonding.
 - 15.1.2 Where a TN-C-S, Protective Multiple Earth (PME) connection is to be made, you must ensure that Protective Equipotential Bonding (in accordance with the requirements of BS 7671: 2008) is in place prior to the connection being made.

16 Liability

- 16.1 Nothing in the **contract** limits any liability which cannot legally be limited, including but not limited to liability for:
 - 16.1.1 death or personal injury caused by negligence;
 - 16.1.2 fraud or fraudulent misrepresentation; and
 - 16.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

- 16.2 Subject to clause 16.1, clause 16.3 and clause 16.4, our total liability to you in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the **contract** in relation to a particular **phase** shall be limited to the lower in value of (a) the **quoted price** for the **phase** to which the claim(s) relates or (b) £500,000.
- 16.3 Subject to clause 16.1, clause 16.2 and clause 16.4, our total liability to you in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the **contract** in respect of all claims across all **phases** shall be limited to the lower in value of: (a) the **quoted price** as set out in each **quotation** or (b) £1,000,000.
- 16.4 Subject to clause 16.1, clause 16.2, clause 16.3 and clause 16.5, if there are no **phases**, our total liability to you in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the **contract** shall be limited to the lower in value of (a) the **quoted price** as set out in the **quotation**, or (b) £500,000.
- 16.5 This clause 16.5 sets out specific heads of excluded loss. Subject to clause 16.1, the following types of loss are excluded by the parties:
- 16.5.1 loss of profits;
 - 16.5.2 loss of sales or business;
 - 16.5.3 loss of agreements or contracts;
 - 16.5.4 loss of anticipated savings;
 - 16.5.5 loss of use or corruption of software, data or information;
 - 16.5.6 loss of or damage to goodwill;
 - 16.5.7 indirect or consequential loss.

17 Insurance

- 17.1 We will take out and maintain suitable levels of insurance (as we deem appropriate, using our sole discretion) in the event of any claims which are directly associated with the **works** and which arise out of our liability to persons or property up to and including the date of issue of the practical completion certificate or the date of termination of our employment (whichever is earlier).
- 17.2 You shall take out and maintain a suitable joint names policy (which includes us) with your insurance provider to cover the period up to and including the date of issue of the practical completion certificate or the date of termination of our employment (whichever is earlier) for:

- 17.2.1 the existing structures, together with the contents thereof owned by you or for which you are responsible for the full cost of reinstatement; and
- 17.2.2 all risks insurance for the full reinstatement value of the **works**, and such cover shall include a waiver by the relevant insurances of any right of subrogation against us or any **approved service provider**.

18 Disputes

- 18.1 We occasionally make mistakes and when this happens, we want to deal with the problem straight away. You can find details of our complaints handling process on our website at britishgas.co.uk/business/complaints or call us on 0330 100 0550*.

19 Privacy

- 19.1 Where you provide us with, or allow us access to, personal data relating to any living individual (hereafter called '**data processing activities**'), including personal data of your employees, workers, contractors, agents, clients or customers, you agree that you will notify the individuals of these data processing activities and the existence of our Privacy Notice at britishgas.co.uk/business/privacy each time you provide them with your privacy notice.

20 Notices

- 20.1 Any notice which you send us must be in writing and must be delivered by post, courier or guaranteed or special delivery service.
- 20.2 We may send notices under this **contract** to you by post, courier or guaranteed or special delivery service, or by email address to the last known email address that you have provided to us. Notices may also be delivered by hand.
- 20.3 Notices will be considered to have been received as follows:
 - 20.3.1 if sent by post, it will be considered to have been received two working days after it was sent;
 - 20.3.2 if sent by courier or guaranteed or special delivery service, it will be considered to have been received on the date when it is recorded as having been delivered and signed for;

20.3.3 if sent by email, it will be considered to have been received that day;

20.3.4 if delivered by hand, it will be considered to have been received that day.

20.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

21 No waiver

21.1 If we delay or fail to exercise any right or remedy under this **contract**, this will not act as a waiver of that or any other right or remedy and it will not prevent or restrict us from exercising that or any other remedy.

22 Severance

22.1 If a court or other competent authority determines that any part, or parts, of this **contract** are illegal, invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it legal, valid and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the **contract**.

23 Entire agreement

23.1 The **contract** constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party acknowledges that in entering into the **contract** it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the **contract**. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the **contract**.

23.3 Nothing in this clause shall limit or exclude any liability for fraud.

24 Exclusion of third party rights

24.1 Unless it expressly states otherwise, the **contract** does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the **contract**.

25 Governing law and jurisdiction

25.1 The **contract**, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England.

25.2 The parties submit to the exclusive jurisdiction of the courts of England.

26 Glossary and interpretation

26.1 In these **standard conditions**, when the following words are shown in bold they have the meanings shown below:

abortive site visit

means a visit to **site** or other applicable location where we are prevented from starting or completing a job request due to: (a) you failing to keep an appointment on the agreed date and time (b) circumstances outside of our control which could not be reasonably anticipated by us including access issues, obstructions or the working environment or (c) where you cancel or materially amend a job request within twelve hours of the scheduled time of the appointment

appointed business

the business providing water (and sewerage services) and holding a licence to operate

approved service provider

means any commercial service provider selected and approved by **British Gas**, including any **contractors**, sub-contractors or agents which we appoint to carry out all or part of the **works**

British Gas

means British Gas Trading Limited (company number: 03078711), with registered office: Millstream, Maidenhead Road, Windsor, and referred to as **British Gas**, 'we' or 'us' in these **standard conditions**, including our employees

CDM Regs

means the Construction and Design Management Regulations 2015

client

means the company, partnership or person (acting in their capacity as a sole trader or a **consumer**) named in each **quotation** and **client** shall be referred to as **client** or 'you' in these **standard conditions**

consumer

has the same meaning as defined in the Consumer Rights Act 2015

contract

means these **standard terms**, each **quotation**, any **variation**, any applicable written notices issued in accordance with these **standard terms**

contractor	means any commercial service provider selected and approved by British Gas (each a contractor and together the contractors) to carry out the works and shall include any relevant subcontractors or agents
distribution network operator	means the company licensed to deliver electricity and run the electricity distribution network
delay	means where (a) the works are prolonged (b) the start date and/or the completion date of the works is amended or (c) an incident that affects the performance of a particular activity or programme arises
gas transporter	means the companies licensed as a gas transporter to deliver gas through pipes to the site
energy contract	means the contract between you and us for the supply of energy to sites which are the subject of the connections and metering infrastructure works installed pursuant to these standard conditions
inlet service pipe work	means all pipe work installed for gas and/or water (as appropriate and stated in each quotation) installed or to be installed upstream of any meter
meter	means any device(s) to record the volume of gas, electricity or water passing or intended to pass through the supply point and, in connection with such recording
normal working hours	means between the hours of 8am to 5.30pm on the working days
NRSWA	New Roads and Street Works Act 1991
outlet pipe work	means all pipe work and/or cabling and gas and electricity consuming facilities installed or to be installed downstream of any meter (but does not include the meter)
phase	means each separate stage of the works (if any) and shall be set out in each quotation in respect of that phase

quotation	means the form that is titled 'your quotation ' and includes a description of the works and costs of the works
quoted price	means the price (or prices) set out in each quotation
site	means the location and premises listed in the quotation where the works will be carried out
supply point	means (i) the nearest emergency control valve in the case of gas; (ii) the main fuse or service termination in the case of electricity; and (iii) the stopcock in the case of water, in each case installed upstream of the location at which a meter in respect of a service connection is installed or to be installed
standard conditions	means these terms and conditions
survey	means the initial survey carried out by British Gas
traffic management	means any costs in accordance with the Traffic Management Act 2004 or such other costs as deemed appropriate by us and shall include associated authority charges, council traffic management charges and any costs for specialist traffic management where alterations are required
variation	means an alteration or addition to the scope of works , in accordance with the terms of clause 5
VAT	means value added tax as described in the Value Added Tax Act 1994
works	means the works set out in each quotation , including any phases , if any
working day	means a weekday excluding any bank or public holidays in the United Kingdom

- 26.2 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 26.3 A reference in 'writing' or 'written' includes faxes and e-mails.
- 26.4 A reference to a statute, regulation or statutory/regulatory provision is a reference to it as it is in force for the time being, taking into account any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

*We may record calls to help improve our service to you. Calls to 0800 numbers may be included in your call package. For information about calls to 03 and regional numbers please contact your network provider as individual charges will vary.

Any concerns? You can access details of our complaints handling procedure at [britishgas.co.uk/business/complaints](https://www.britishgas.co.uk/business/complaints)

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