

Terms and Conditions

Definitions

Acceptance Form: Form completed by the Customer detailing acceptance of the Quotation and these Terms and Conditions.

Agreement: This contract as provided to the Customer by the Contractor and comprising the Quotation, the Acceptance Form and these Terms and Conditions.

Asset Value: means the financial contribution, rebate or capitalised value (if any) payable by a relevant IDNO or Network Owner to the Contractor in respect of the adoption of connection assets constructed, calculated in accordance with the adopting Network Owner's prevailing policies and methodologies and based upon the declared Authorised Supply Capacity, projected load, occupancy levels and other technical or commercial assumptions.

Authorised Supply Capacity (ASC): means the maximum electrical demand (expressed in kVA) authorised by the relevant Network Owner for connection to the Premises, as specified in the relevant Quotation or adoption documentation, and based upon the maximum demand declared by the Customer.

Commencement Date: The date proposed by the Contractor to start the works.

Confidential Information: Any information disclosed by one Party to the other in connection with this Agreement that is marked as confidential or would reasonably be considered confidential due to its nature or the circumstances of disclosure. This includes, but is not limited to, technical data, commercial information, pricing, customer details, business plans, and operational procedures.

Contractor: **Energ-Eyes Ltd** whose registered office is **56-58 High Street, Sutton, Surrey, SM1 1EZ**, or any entity who carries out the Works on the Contractor's behalf.

Customer: Persons and/or company identified on the Quotation or any entity including any person or company who appears to act with the Customer's authority.

Completion Date: The date for completion of the Works.

Data Controller: The party that determines the purposes and means of processing personal data.

Data Processor: The party that processes personal data on behalf of the Controller.

Data Protection Legislation: The UK GDPR, the Data Protection Act 2018, and any other applicable laws or regulations relating to the processing of personal data and privacy, including guidance issued by the Information Commissioner's Office (ICO).

DNO/IDNO: The distribution network operator (DNO) or independent distribution network operator (IDNO) is the company that owns and operates the power lines and infrastructure that connect the Network to the Customer's Premises.

Energy Supplier: means any licensed electricity or gas supplier authorised under the Electricity Act 1989 and/or the Gas Act 1986 that enters into a supply contract with the Customer or end user in respect of the Premises.

European Economic Area: means the area consisting of all Member States of the European Union and the three EEA EFTA States (Iceland, Liechtenstein and Norway), as such states may change from time to time.

Force Majeure: means any event or circumstance beyond the reasonable control of the Contractor which prevents or delays the performance of any of its obligations under this Agreement, including but not limited to acts of God, war, terrorism, civil unrest, governmental restrictions, pandemics, natural disasters, strikes, lockouts, or failure of suppliers or subcontractors due to any such event. For the avoidance of doubt, Force Majeure shall not excuse payment obligations under this Agreement.

Guidance Documents: Any documents issued by the Network Owner that set out the technical, procedural, safety, or operational requirements for carrying out new connections or associated works, including but not limited to manuals, specifications, instructions, standards, drawings, procedures, and any updates or revisions issued from time to time.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the rights to sue for passing off rights in designs, rights in computer software, database rights, rights to use, and

protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Network: The local distribution infrastructure for the utilities or services as applicable to the Premises specified in the Quotation (electricity, water, gas, drainage/sewer).

Network Owner: The entity which manages the local distribution infrastructure for the utilities or services as applicable to the Quotation.

Normal Working Hours: 08:30 – 16:30 Monday to Friday inclusive whereby the commercial banks are open for business in the City of London (excluding Bank or Public Holidays).

Parties / Party: “Parties” means collectively the Contractor and the Customer, and “Party” means either one of them individually.

Personal Data: Any information relating to an identified or identifiable natural person, as defined under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. This includes names, contact details, location data, and any other identifiers.

Point of Connection: The specific location on a utility network whether existing, newly constructed, temporary, or planned at which a new asset, service, main, pipe, cable, conduit, or installation is physically and electrically/mechanically connected to enable the provision, diversion, upgrade, reinforcement, or operation of any utility service, including but not limited to electricity, water, gas, telecommunications, fibre-optic, and drainage services. For the avoidance of doubt, the Point of Connection includes, without limitation, all equipment, apparatus, interfaces, fittings, chambers, ducts, valves, jointing materials, terminations, protection measures, structures, access provisions, and any other components or works required to establish a fully compliant connection in accordance with the relevant utility provider’s technical standards and approvals.

Premises: The location of the Works.

Price: The price payable by the Customer as detailed in the Quotation (or as otherwise varied by the Contractor pursuant to these Terms and Conditions).

Programme: The Contractor’s indicative schedule for planning and sequencing the Works, showing the anticipated order and duration of activities, milestones, and dependencies. The Programme is provided for guidance only and shall not constitute a guarantee, commitment, or obligation to meet any specific dates or durations, which are subject to change due to factors outside the Contractor’s control.

Quotation: Identifies the Works, the Price for completing the Works, payment methods and any particular items that are to be included/excluded in the Price.

Statutory Qualification Schemes: Certification schemes recognised for building regulation compliance, operated by authorised bodies such as NICEIC, SELECT, ECA, NAPIT, ELECSA, British Standards Institution (BSI), and BRE Certification.

Works: The services which are to be performed for the Customer as identified on the Quotation. The Works shall exclude all items in Schedule 1 attached hereto unless expressly set out in the Quotation as being included in the Works and the Price.

Where any term is used in this Agreement that is not expressly defined but is commonly used within the utilities, construction or civil engineering sectors, such term shall be interpreted in accordance with: (a) the Construction (Design and Management) Regulations 2015 (‘CDM Regulations’); (b) the Traffic Management Act 2004 and any associated regulations; (c) the New Roads and Street Works Act 1991 (‘NRSWA’); or (d) relevant industry standards and guidance published by the Health & Safety Executive (HSE), IET, or the Network Owner, as applicable.

The Agreement

It is hereby agreed that the Customer appoints the Contractor to provide the works as identified on the Quotation. The Contractor will use reasonable skill and care in completing the Works.

This Agreement commences on receipt by the Contractor of a completed Acceptance Form from the Customer and payment in accordance with specific terms set out in the Quotation. This Agreement shall comprise the Quotation, the Acceptance Form and the following Terms and Conditions.

The Quotation has been calculated on the basis of the information provided by the Customer in their application.

1. Obligations – Contractor

- 1.1.** The Contractor is to provide the Works using reasonable endeavours to complete the Works during Normal Working Hours by the Completion Date.
- 1.2.** The Contractor will advise the Customer of the Commencement Date after receipt of the Acceptance Form payment, a site visit if deemed necessary, upon confirmation of the final energization date from the Network Owner or upon confirmation of the requested permit dates from the council, whichever is the later. The Contractor will endeavour to give the Customer at least 1 day's notice of any proposed amendments to the Commencement Date.
- 1.3.** The Contractor intends to commence work within 6 months of the Agreement being executed unless expressly stated to the contrary in the Quotation. This is an indicative target provided for information purposes and is based on typical workload commitments which may increase or decrease.
- 1.4.** The Contractor having commenced the Works, will endeavour to complete the Works without undue delay unless delayed or prevented from doing so by events or circumstances beyond its control when it will be entitled as appropriate to either reasonable additional time to complete the Works or to terminate the Agreement.
- 1.5.** For the avoidance of doubt the Contractor has no liability under this Agreement if it is prevented or delayed from carrying out the Works by acts, events, omissions, or accidents beyond its reasonable control, including strikes, floods, fire, pandemics and any act of God. For the avoidance of doubt, Force Majeure shall not excuse payment obligations under this Agreement.
- 1.6.** The Contractor reserves the right to implement alternative engineering solutions/practices where it is deemed the inclusions, exclusions and assumptions of this quotation are found at any time to be to the detriment of the commercial, engineering and safety practices of the Contractor. Additional costs incurred will be fully chargeable to the Customer. The Contractor shall be at liberty to refuse to undertake any variation or variations which either alone or taken together alter the Works to be carried out pursuant to this Agreement.

2. Obligations – Customer

- 2.1.** The Customer shall provide accurate information in its request for a Quotation and in the Acceptance Form. The Contractor will not be liable for any loss resulting from inaccurate or incomplete information provided by the Customer.
- 2.2.** The Customer shall obtain any necessary consents to cross land or property not belonging to the Customer (other than public highways). The Contractor will on request provide without charge an acceptable standard form of consent and in carrying out the Works shall be entitled to rely upon the Customer's confirmation that such consents have been obtained.
- 2.3.** The Customer shall provide free and uninterrupted access and egress to the Premises and any third party property for the duration of the Works.
- 2.4.** The Customer shall ensure that all works to be undertaken by the Customer are completed to the required specifications and standards and are in accordance with the Quotation prior to the Contractor commencing works on site. If the Customer does elect to undertake excavation works they must extend the full length service route to the Premises and the Customer must ensure the excavation is safe and offers protection to any person who may have access to the property.
- 2.5.** The Customer shall arrange and supply a copy of the consent to connect from the Network Owner.
- 2.6.** The Customer is to provide lines and levels of the footways and carriageway on the Premises as required to facilitate the laying of the service pipe(s) or cable(s) or ducting or utility main(s).
- 2.7.** The Customer is responsible for all costs and supplementary charges associated with the Works.
- 2.8.** Unless notified to the contrary it is deemed that:
 - 2.8.1.** The route of the Works will not cross any third party land (other than a public highway).
 - 2.8.2.** The Premises do not form part of a multi-storey property.

- 2.8.3.** The Works are to be completed in no more than one visit, unless otherwise stated in the Quotation. In order to prevent abortive visits, the Customer will ensure the site is ready.
- 2.8.4.** All wayleave, easement agreements and consents are to be arranged by the Customer and be in place prior to commencement of the Works.
- 2.8.5.** Where the Works involve the alteration of any existing service pipe(s) or cable(s) or ducting or utility main(s), the Customer will be responsible for any alterations/diversions required.
- 2.9.** Upon arrival at the Premises, the Contractor may carry out an inspection to confirm so far as is practicable that the assumptions set out in Clause 2.8 and the information provided by the Customer are correct prior to commencing the works.
- 2.10.** In the event that the Works are not as described either in the Quotation or in accordance with these Terms and Conditions then the Contractor shall be entitled to terminate the Agreement immediately and will refund to the Customer any part of the payment which has not been expended by the Contractor in relation to the Works at the time of termination.
- 2.11.** Following a technical assessment by the Network Owner, it may be necessary to undertake work on the existing Network to ensure that a supply can be provided to site. This may result in additional cost.
- 2.12.** The Price is also dependent on the outcome of a final meeting with the appropriate Highways/Council Authorities regarding their Traffic Orders, Traffic Management Plans, Temporary Road Closures, Footpath Closures or Parking Bay Suspensions which may incur additional costs. If a Temporary Road Closure is required, the average period for a Local Authority to process the Temporary Closure Order can be up to 12 weeks.
- 2.13.** The Traffic Management Act 2004 includes a provision which allows local authorities to implement a permit scheme in their areas, and a number of these schemes are currently progressing through the relevant legal processes towards implementation. In effect this means that, rather than the Contractor notifying local authorities when it intends to excavate in the public highway, the connection provider will be required to apply for a permit to excavate in the highway. Associated with these new permit schemes will be additional charges from the local authorities to progress and grant permits; until these schemes have been approved, the Contractor will not know what these additional charges are. Any request by the Customer to halt or take over works in public shall render the Customer responsible for all local authority charges and penalties should the works not be completed within the permitted timescales of the street works licence or permit. This Quotation does not include any costs for a permit scheme; should a permit scheme be introduced by the local authority in this area, the Contractor reserves the right to request payment of the permit charges prior to undertaking any works within the public highway. Control of these schemes does not sit with the Contractor, and the Contractor can only include these charges once they have been finalised and the permit schemes are approved.
- 2.14.** The Customer must provide a full soil report should they believe any of the ground that the Contractor or the Customer are to excavate is contaminated.
- 2.15.** A suitable level substation site(s) complying with Network Owner's requirements shall be provided by the Customer and conveyed to the Contractor at the nominal price of £1. The Customer will meet their legal and other fees and expenses, the legal and other fees and expenses of the Contractor and the legal and other expenses of any consenter in connection with the conveyancing to follow hereon.
- 2.16.** The Customer will grant any wayleaves or cable easements required over the Customer's property, provide and install ducts for on site road crossings and for service cable entry and agree service terminations in a position acceptable to the Contractor, provide and install service tubes from the back of the footpath to the premises to which the Works are required terminating where possible in an external meter reading cabinet.
- 2.17.** The Customer will, at no cost to the Contractor and to a satisfactory standard reasonably specified by the Contractor, be responsible for carrying out all on site cable trenching for services, LV and HV mains cable, other than within substation sites and for backfilling and trench reinstatement once the Contractor has laid and covered the aforesaid cabling.
- 2.18.** The Customer will provide service termination facilities, in a position acceptable to the Contractor.
- 2.19.** The Offer is based on a minimum of 10m per day of excavation in Footway or Carriageway and a minimum of 15m per day of excavation in verge or unmade ground. If the Contractor is delayed and does not achieve the set meterage owing to factors outside of its control (including but not limited to existing utilities, concrete, council requirements, the need to wait for curing of concrete etc.) then the Price of the Works and Programme shall be increased accordingly with all costs to be paid on demand by the Customer.

2.20. The Equipment (the equipment, plant and/or apparatus the Contractor will supply as detailed in the Quotation) shall at all times remain the property of the Contractor. On completion of the Works and, with respect to any Works undertaken by the Customer, the Customer both satisfactorily completing any Works and an Adoption Agreement with the Contractor covering the Works, the whole of the Works, Equipment and the aforesaid Works shall become the property of the Contractor. The Customer shall protect the Equipment from any damage or interference between delivery to the site and completion of the Works and shall indemnify the Contractor for any loss or damage to the Equipment during such period.

2.21. The Quotation is net of any Cost Apportionment Contribution (a financial contribution made with respect to the costs of the Works from the Contractor in favour of the Customer) due to the Customer and no further contributions or allowances are applicable. The value of the Cost Apportionment Contribution has been calculated on the basis of, inter alia, the Equipment specified in the Quotation, the available capacity agreed for the development, the build rate and the electrical heating the Customer has declared will be installed. The value of Cost Apportionment Contribution made in favour of the Customer by the Contractor will be indicated in the attached Quotation and its value may be recalculated by the Contractor to reflect any alteration to the basis of the calculation and the Customer will refund any excess Cost Apportionment Contribution made by the Contractor upon demand. The Customer shall be liable to pay to the Contractor the full value of the Cost Apportionment Contribution received from the Contractor in the event the Agreement is terminated prior to the completion of the Works. In such event, the Customer shall be liable to pay to the Contractor a proportion (to be determined by the Contractor) of the Cost Apportionment Contribution.

2.22. Abortive Costs and Suspension of Work

2.22.1. The Contractor may suspend, delay, or discontinue the Works where performance is prevented, delayed, hindered, or materially affected by any act or omission of the Customer, any breach of this Agreement by the Customer, any regulatory or third-party delay, Force Majeure, or any matter beyond the Contractor's reasonable control.

2.22.2. Where the Works are suspended, delayed, disrupted, aborted, or rendered inefficient for any reason other than the Contractor's sole fault, the Customer shall be liable to pay all costs and expenses reasonably incurred or committed up to the date of suspension, delay, or discontinuance, including (without limitation) design, surveys, permits, materials, labour, third-party charges, mobilisation, administration, and any abortive or wasted visit ("**Abortive Costs**"). For the avoidance of doubt, Abortive Costs shall remain payable even where the suspension or abortive event arises from a Force Majeure event. Abortive Costs shall reflect the Contractor's actual costs incurred or committed, including labour time, third-party charges, internal resource costs, and standard overhead allocations.

2.22.3. The Contractor shall not be obliged to recommence or continue the Works until all outstanding Abortive Costs and other sums due have been paid in full, in cleared funds.

2.22.4. If any suspension continues for more than ninety (90) days, the Contractor may terminate the Agreement by written notice. The Customer shall remain liable for all Abortive Costs and all other costs incurred up to the date of termination.

2.22.5. The Contractor shall have no liability for any loss, delay, or additional cost arising out of or in connection with any suspension, delay, discontinuance, or termination made in accordance with this clause.

3. Specific Items

3.1.1. The following are not included in the Works unless the Quotation expressly states otherwise:

- (a) Excessive de-watering. Any de-watering will be deemed as additional costs.
- (b) The Quotation is based on good dry ground conditions only and free from any obstructions. Additional costs will apply.
- (c) Should any services stop the delivery of the Works, additional costs will apply.
- (d) Any change in scope of works due to unforeseen circumstances will be deemed as additional costs.

3.2. Sewer Connections

3.2.1. Works will be completed in accordance with Sewers for Adoption, 7th Edition.

3.3.

3.3.1. The Customer to provide electronic scale plans of the site layout. The preferred format is CAD.

3.4.

3.4.1. The Customer is responsible for all applications and fees to the respective Network Owner.

3.4.2. The Customer is to provide a soil condition report if the site is on redeveloped land. This will enable the Contractor to assess the nature of the land and thus the most appropriate pipework, cabling or ducting material.

3.5. Electrical Connections

3.5.1. General

A fully detailed specification of the Network Owner's requirements (including any necessary drawings) will be sent to the Customer on acceptance of the Quotation. It is essential that the Customer works in accordance with the Network Owner's drawings and programme requirements.

3.5.2. The Customer is required to provide safe access and a safe working environment for all parties working on behalf of the Contractor, on site, including making sure the site is free of obstructions and temporary structures (including scaffolding) within the working area.

3.5.3. The Contractor shall endeavour to provide the Customer with a minimum cost design scheme to facilitate the Works. If a higher design specification is to be used then any works carried out, which are above the proposed design scheme, shall be subject to additional charges.

3.5.4. All on site/off site work is based on the most practical route to the point of connection. The Contractor reserves the right to amend the Price should the Local Highways Authority or private landowners decline permissions.

3.5.5. The Contractor reserves the right to carry out a joint inspection to review if the site is suitable for the Works to commence, including inspections of any excavation, ducting or civil works.

3.5.6. The Contractor reserves the right to amend the Price should any unforeseen engineering difficulties arise.

3.5.7. If no one is on site to accept and sign for receipt of goods, our suppliers will leave the materials (including ducting) on site. This will qualify as delivery and the Contractor reserves the right to charge the Customer for any replacement order of materials lost, damaged or stolen in this case.

3.5.8. The Contractor reserves the right to charge for any abortive visits to site.

3.5.9. Any diversions due to the Customer altering existing cable routes or depth of cover will be determined after carrying out trial holes to establish cable position and depths. If additional work is required this will be fully chargeable to the Customer.

3.5.10. If any new work is being undertaken within the site area (including the Customer's proposed site entrance) the Customer must provide trial holes for measurements to be taken of the depth of the existing cables. If work is required to alter the cover of any existing cables the cost will be charged to the Customer.

3.5.11. The Quotation excludes any street lighting connections or temporary supplies.

3.5.12. The Quotation does not include any additional costs associated with Premium Rate Working (out of hours or weekend) associated with the provision of the Works. In the event that Premium Rate Working is required, the Contractor reserves the right to amend the Price and the Quotation to reflect any redesign.

3.5.13. The Quotation includes the cost of connection to the main. This is based on standard pressures and costs provided by the Network at the time of application. In some circumstances these pressures or costs may not be available or may be revised, and reinforcement by the Network or the Contractor to ensure security of supply may be required. Should this be the case, the Contractor reserves the right to adjust the price and programme accordingly.

3.5.14. Excavation

The Price is based on the assumption that all on-site work will be carried out in unmade/unfinished surfaces (unless otherwise specified). Should the surface/grounding of any of the cable route change before works are completed, the Customer may be required to pay for any extra associated excavation costs. The Quotation is based on desktop design and any excavation has been assumed as described in the scope of works. Should the route not be possible, or ground conditions are different to those quoted, upon attending site, the Contractor reserves the right to charge additional costs. Where specialist reinstatement is required by the council or third parties beyond our reasonable control, we reserve the right to recover from the Customer, on demand, all associated costs and delays (this may include but is not limited to sourcing specialist paving stones or slabs, including the additional cost of procurement and delays associated with the lead times and additional labour requirements on site).

3.5.15. In order to minimise the time any excavation undertaken by the Customer is open, the Customer is to liaise with the Contractor's representative to ensure that our necessary labour, plant, and materials will be available prior to commencement of the excavation.

3.5.16. All trenches excavated by the Customer must be carried out in accordance with the Network Owner's guidance document for completing new connections.

3.5.17. All on-site excavation, reinstatement, compaction and final landscaping will be the responsibility of the Customer unless otherwise specified by the Contractor.

3.5.18. All trenches will be back filled with suitable base material. Should the Contractor require any imported materials for back filling, additional charges will apply.

3.5.19. Should any excavation encounter unforeseen rock outbreaks, adverse ground, buried made surfaces, or should any dewatering be necessary, additional charges will apply. We have not included for any specialist works pertaining to any environmental issues, including but not limited to wildlife protection and contaminated ground.

3.5.20. As a means of safe working, all excavation should be carried out following the guidance of the HSG47 documents published by the Health and Safety Executive and via www.hsebooks.co.uk.

3.5.21. Any drawings enclosed with the Quotation are not suitable for locating cables on site. The Customer is responsible for obtaining underground service maps via the appropriate Network Owner. The Customer must excavate hand-dug trial holes to establish the actual positions of all services before any mechanical excavation works commence.

3.5.22. All offers assume that the client will provide a secure area for storage on site along with welfare facilities. Responsibility for all cable, plant and apparatus with respect to theft and damage will transfer to the customer on installation or on being stored on site. Should site storage and appropriate welfare facilities not be provided by the client, the Contractor will be entitled to additional costs and delays.

3.5.23. We have assumed that all waste will be inert waste. Inert waste means non-combustible, non-dangerous solid wastes that are likely to retain their physical and chemical structure under expected conditions of disposal, including resistance to biological attack and chemical attack from acidic rainwater. Should non-contaminated or contaminated waste require disposal, any additional cost will be the responsibility of the Customer.

3.5.24. It is the Customer's responsibility to establish all lines and levels on site and to set out the Works. Should the required depths for utilities not be obtained, the Customer will be responsible for all costs and delays associated with the remedial works. The Contractor accepts no liability whatsoever for incorrect levels or setting out.

3.5.25. Where a "Joint Bay" is included within our costs, unless otherwise specified, we have allowed for 2m x 2m of excavation to a maximum depth of 1m. Any additional excavation will be chargeable to the client. Where a Joint Bay is excavated and cable exposed but the Network requires additional excavation to identify additional cables or further expose the Point of Connection, all costs associated with the additional excavation and potential delays shall be recoverable from the Customer.

3.5.25A. Unless otherwise specified, the Price is based on a 1.5 tonne excavator and 3 tonne dumper. Should bigger/additional machinery be required to complete the Works, all additional costs shall be the responsibility of the Customer. We have assumed all excavation shall be undertaken by machine; where hand digging is required or there is a need for vacuum excavation, the Price of the Works shall be increased accordingly and recoverable from the Customer on demand.

3.5.26. Electrical

The Authorised Supply Capacity (ASC) is to be based upon the Customer's requested maximum demand (in kVA) and the Customer must not increase the maximum demand without obtaining approval from the Network Owner.

3.5.27. Any existing service may be disconnected and removed if a new exit point has been made available. The Customer must inform the Network Owner upon the changeover of their internal wiring to the new service position to allow them to remove the redundant service.

3.5.28. Any cable, plant, or equipment connected after the meter position is the responsibility of the Customer.

3.5.29. The supply quality and voltage at the exit point only will be in accordance with the Works as stated in the Quotation.

3.5.30. The supply arrangements offered to the Customer are Protective Multiple Earthing ("PME") unless system conditions dictate otherwise. The Customer is required to bring all their existing wiring up to the PME specification as per the current Institution of Electrical Engineers/Institution of Engineering and Technology ("IEE/IET") wiring regulations. Additional charges may apply for providing a PME connection.

3.5.31. The Quotation does not cover any additional electrical requirements relating to motors, welders, and other equipment likely to affect the supplies to other consumers, which must not be connected without prior approval from the Network Owner, including ground and air source heat pumps.

3.5.32. For all non-linear loads, it is the Customer's responsibility to ensure that the cumulative effect of any harmonic-generating equipment (e.g. rectifiers, invertors & variable speed motor drives) complies with industry standards. If complaints are received from other customers connected to the Network regarding supply disturbance, and these can be directly attributed to the Customer's equipment, then the Contractor or Network Owner reserves the right to insist that the Customer disconnect the offending equipment until remedial action is taken by the Customer, at the Customer's expense.

3.5.33. Metering

For a Meter Point Administration Number ("MPAN") to be issued by the Network Owner, the Customer must provide the full postal address, including postcode, for the property to be connected, together with confirmation of the end user's nominated electricity provider.

3.5.34. The Customer must ensure that all works on their own electrical installations are carried out by a qualified electrical contractor and comply with statutory requirements. Statutory qualification schemes for building regulation purposes are currently run by NICEIC, SELECT, ECA, NAPIT, ELECSA, British Standards Institution and BRE Certification. Protection against earth leakage is at all times the responsibility of the Customer.

3.5.35. Unless otherwise agreed, the Customer should contact their electricity supplier to request a meter to be installed. MPANs will be required to arrange an installation date with the supplier, and the Customer is to ensure all internal wiring is ready before the meter may be connected.

3.5.36. Where the Contractor arranges a supply contract on behalf of the Customer, the Contractor shall be remunerated by commission paid to it by the Energy Supplier as a result of the Contractor securing and finalising the Supply Contract between the Customer and the Energy Supplier. The Commission is paid on each kWh of electricity or gas procured for the Customer (on a pence to kWh basis); the Contractor reserves the right to add commission to the contract up to 1p/kWh and up to £20 per meter per day. The commission total depends on the estimated consumption of the Customer and will vary accordingly.

3.5.36A. Statutory Requirements

The Customer must transfer to the Contractor or Network Owner, free from chief or ground rent and indemnified against road charges, all lands and associated rights required for the cable route and/or substation for a single nominal payment of £1. If an agreement cannot be reached with regard to this matter for any reason, then it may be necessary to revise the Quotation for the provision of the Works.

3.5.37. The Customer will provide public footpaths / service strips, and associated rights required for the said cable route (for a single nominal payment of £1.00), to all units / properties.

3.5.38. Any client intending to carry out civil works for foundations of substations must provide the dimensions and also its accurate intended position in relation to the Customer's building on acceptance of the Quotation. No consents will be applied for until these dimensions have been provided and approved by the Network Owner.

3.5.39. The Customer will be liable for any inaccuracies in the information they provide (including the dimensions of civil works) and will therefore be liable for all associated costs, including any required demolition and diversion.

3.5.40. The Contractor will not energise any assets installed in connection with this quotation until all necessary consents have been legally completed.

3.5.41. The Quotation does not account for the costs associated with any crop loss or agricultural land damage and any land agents' fees in recovering these costs. The Contractor or Network Owner will need to recover these costs from the Customer where necessary.

3.5.42. If the Works require the siting of a substation whether brick built or GRP, the Customer must provide the Contractor with triangulated measurements from a fixed point (i.e. existing building) either by hand or a CAD-ed version. This will enable the Contractor to proceed with obtaining the necessary consents.

3.5.43. Where the Contractor or Network Owner is required to obtain legal consents, the Customer must provide a copy of the land registry documents outlining the ownership of the land.

3.5.44. The Quotation does not include any additional costs associated with the Contractor or Network Owner obtaining the appropriate permissions from a third party landowner in order to install a service cable across third party land for completion of the Works. In the event that an agreement between a third party landowner and the Contractor or Network Owner is required in order to complete the Works, the Contractor reserves the right to amend the Price and Quotation to reflect any redesign.

3.5.45. Three-Phase Connections (21–60kVA)

The maximum standard three-phase supply capacity shall be 60kVA (subject to availability).

3.5.46. For three-phase supplies the Customer will balance the load as best practicable over the three phases.

3.5.47. The service position and associated spatial requirements must adhere to the specifications identified in the Quotation or otherwise specified by the Contractor or Network Owner.

3.5.48. Cabling and Ducting

The Customer must adhere in accordance with the Network Owner's guidance document for completing new connections when installing any ducting.

3.5.49. The Customer will be responsible for all building costs associated with the supply intake and any meter cabinets.

3.5.50. The Customer will be responsible for the installation of all cable entry ducts into buildings.

3.5.51. The Customer is responsible for the purchase of all ducting materials and meter boxes and these must be manufactured to the Network Owner's specification.

3.5.52. Approved ducting and cable installation practices are to be found within the Network Owner's guidance document for completing new connections.

3.5.53. The Quotation serves as a counter notice under clause 16A(5) of the Electricity Act 1989. The Act allows for any unresolved disputes relating to the provision of the Quotation to be determined by the Gas and Electricity Markets Authority.

3.5.54. Earthing

The electrical installation must comply with statutory requirements. Protection against earth leakage is at all times the responsibility of the Customer. The Contractor can assist and will provide a SEN (TN-S) terminal at the meter position. The Contractor strongly recommends that you make use of this facility. The bonding of the electrical installation must meet the requirements of the current edition of the IET Wiring Regulations.

Substation Earthing

For integral substations, all earthing is the responsibility of the Customer. The Customer is responsible for achieving the required earth readings and providing the required certification. For GRP Substations, where standard substation earthing is included in our offer – this means 20m of 70mm HDC and 4 x three 1.2m 16mm earth rods. All additional/supplementary earthing is a Customer responsibility.

3.5.55. Removal of Network-owned equipment

Any equipment disconnected from the Network remains the property of the Network Owner. The Customer may not remove any disconnected plant or cables without prior agreement from the Network Owner.

3.5.56. Harmonic distortion limits

The complete installation must strictly comply with the requirements detailed in the Electricity Association Engineering Recommendation G5/4 "Planning levels for harmonic voltage distortion and the connection of non-linear equipment to transmission systems and distribution networks in the United Kingdom". The connection must comply with the Stage 1, Stage 2 or Stage 3 limits as specified by G5/4.

3.6. Water Connections

3.6.1. Any infrastructure charges and/or network charges included in the quotation are based upon the current charges imposed by the Network Owner. If the Works are not commenced during this financial year, the infrastructure charges and/or network charges payable will be those in force at the time of connection.

3.6.2. Connection charges must be paid in advance before the Contractor commences the Works. Applicable methods of payment are detailed in the Quotation.

3.6.3. In addition to the payment on the quotation, you will also be responsible for paying any additional costs which arise because you have not complied with these Terms and Conditions.

3.6.4. The Contractor does not accept conditions which may be contained in the Customer's own order forms or other documents and which are not consistent with these Terms and Conditions.

3.6.5. Unless otherwise agreed in writing by the Contractor, a separate service pipe must be provided for each house or building and for each part of a building that is separately occupied.

3.6.6. The Contractor will lay the portion of the service pipe from the water main to the street boundary and it is the Customer's responsibility to provide and pay for the portion of the service pipe from the boundary and into the property. The Contractor's part of the service pipe may include a meter and controlling stop-valve for each supply and this will normally be sited in the street as near as practicable to the property boundary.

3.6.7. If the quotation includes building supplies, no such supply may be connected permanently to a property unless the plumbing installation has been inspected and approved by the Network Owner, and the appropriate payment received.

3.6.8. The plumbing installations, both internally and externally within the premise boundary, must be in such a condition as to allow the fitting of a water meter. The Network Owner will normally visit the site in order to verify these requirements for all external pipe work installations and a random sample of internal pipe work installations. The Customer must ensure that external pipework is uncovered for this inspection.

3.6.9. The Contractor requires a minimum of 10 working days' notice in order to schedule the appropriate inspections. The Customer must correct any faults and request a re-inspection of the internal or external pipework from the Contractor before any water connections can be made.

3.6.10. Unless otherwise specified by the Contractor, each water supply connection shall be metered and the meter reading will be used by the Network Owner to determine their charges for water and sewerage services.

3.6.11. Unless otherwise specified by the Contractor, the Network Owner will normally install the meter at the location as indicated in clause 3.6.7. If for any reason it cannot be satisfactorily located underground in that position, the Contractor may require the Customer to install the meter on the Customer's pipe within the building in some instances. The need for an internal meter installation may only become apparent after the Contractor has commenced the Works in public.

3.6.12. Where more than one service pipe is laid by the point of connection, the pipes must be suitably spaced to facilitate ease of connection. The Customer must ensure each pipe is tagged to indicate which unit or dwelling it serves.

3.6.13. Where new supplies are laid on new sites before completion of the roads:

3.6.14.

I. The Customer must take all reasonable steps to safeguard the Contractor's apparatus against damage. You will be responsible for the cost of repair or replacement of any of the Contractor's apparatus found damaged on site.

II. The Customer's meter boxes will be placed in position as accurately as is practical at the time of installation. The Customer will keep these boxes clear of obstruction and adjust to suit finished levels. It must be considered that the meter boxes are integral, and only minimal vertical adjustment is possible. There is no provision for lateral adjustment.

III. Ducts laid by the Customer under new roads should be a minimum 100mm diameter UPVC, MDPE or salt glazed pipes only, and laid between 0.75m and 0.9m below finished road level. The line of the duct must be clearly marked on the curb at each side for ease of identification. If the Contractor cannot find the ducts, you will be charged for any additional work required.

3.6.15. The Quotation is valid for the period specified on the Quotation letter. Should the Customer wish to accept the Quotation after this period has expired, the Contractor may re-quote for the Works. An administration fee may apply which will be fully chargeable to the Customer.

3.6.16. The Customer will need to provide the full postal address and billing details for each plot to be connected before the Contractor will arrange the final connection to the network. Failure to provide this will result in the Works being delayed. Once the Works are complete the Customer will be responsible for paying all water and waste water service charges. These charges will continue to be levied until the water supplier is notified of a change in ownership. All billing and standing charges are the responsibility of the customer. At no point will the Contractor be responsible for any billing or standing charges associated with the Customer's Premises.

3.6.17. The Quotation includes the cost of connection to the main. This is based on standard pressures and costs provided by the Network at the time of application. In some circumstances these pressures or costs may not be available or may be revised, and reinforcement by the Network or the Contractor to ensure security of supply may be required. Should this be the case, the Contractor reserves the right to adjust the price and programme accordingly.

3.6.18. By agreeing to these Terms and Conditions the Customer is also deemed to have accepted the most recent Quotation, including any point of entry drawing. If the Quotation or point of entry is not acceptable, the Customer should request a further Quotation or point of entry. An administration fee may apply which will be fully chargeable to the Customer.

3.6.19. All offsite costs are based on assumed Traffic Management and are subject to change upon request of the local highway's authority.

3.6.20. All offsite costs are based on the assumption that any excavations required are no more than 1.2m deep.

3.6.21. All offsite costs are based on the assumption that no concrete is required at a reinstatement stage.

3.6.22. All offsite costs are based on fair digging conditions.

3.6.23. Any additional visits, audits, or inspections caused by site will be chargeable costs.

3.6.24. No service connections will be made without a valid WIAPS certificate and a new postal address (confirmed by the appropriate local council) for each plot. Energ-Eyes Limited reserves the right to cancel works if these have not been provided within 48 hours of the planned start date.

3.6.25. All costs are subject to designs issued by the local water authority.

3.6.26. No works will be planned in until a Self Lay Agreement has been signed by all relevant parties, where Self Lay Agreements are required.

3.6.27. Any infrastructure charges due will be paid to the local water authority directly by the Customer.

3.6.28. Any Asset Payment, if applicable, is to be paid directly to the Water Contractor.

3.6.29. If Asset Payment differs due to build rate from client not being kept to, Energ-Eyes Limited reserves the right to invoice any difference to the client.

3.6.30. If access to any specific documentation regarding the installation of the pipework (e.g. pressure testing certificate, fusion data etc.) is required, this must be highlighted to Energ-Eyes Limited prior to accepting the quotation. Failure to do so may result in required documentation not being produced.

3.7. Gas

3.7.1. Where service and meters are required, the Customer shall provide the Contractor with full postal addresses and chosen Gas supplier (unless the Contractor is arranging this aspect) on acceptance of the Quotation. Failure to do this may result in delays in the installation of gas services and meters.

3.7.2. The Customer will provide the Contractor with all the facilities reasonably necessary to enable it to complete the Works in the most economical manner, including the coordination of the Contractor's Works with other contractors and on-site personnel to ensure the health and safety of construction workers and others who may be affected by the work. This includes the provision of shared basic welfare facilities.

3.7.3. Where any changes to the Works are required, the Contractor shall notify the Customer of any additional costs; work will continue upon acceptance and payment of the variation to contract.

3.7.4. The Customer will provide and install ducts for on-site road crossings and for service pipes or pipe entry. The Customer will provide and install service tubes from the back of footpath to the premises and agree service terminations in a position acceptable to the Contractor and the chosen gas supplier and adopting network owner.

3.7.5. The Quotation assumes all plant and equipment will be placed in public highway or land owned or controlled by the Customer.

3.7.6. The Customer is to ensure that all existing mains and services on site are disconnected and cut back to the site boundary.

3.7.7. At no cost to the Contractor, the Customer will be responsible for carrying out, to a satisfactory standard specified by the Contractor, all on-site trenching, backfill and reinstatement for gas mains and services. The Customer will expose the gas main at the service connection point and provide a 600mm x 600mm excavation below the external meter cabinet where the service duct terminates.

3.7.8. The Customer will carry out the site work specified in the Quotation document and will also be responsible for all building costs associated with the supply intake, and meter cabinets. The Customer will provide meter reading facilities, in a position acceptable to the Contractor. Where this is achieved by installing standard external meter cabinets, the Contractor will provide these at no charge to the Customer. Where a Customer is unable to provide external meter reading facilities, additional charges will be made.

3.7.9. The Contractor will undertake all offsite excavation, backfill and reinstatement and traffic management, including the removal of offsite spoil. The offer assumes standard ground conditions and therefore excludes the cost of excavations in rock, breaking up large concrete or brick obstructions, or disposal of contaminated materials. Costs do not take into account or include for unidentified specialist works, e.g. bridge crossings.

3.7.10. Offsite works may be affected by the enforceable aspects of the Traffic Management Act 2004 with respect to lead-in time periods, lane rental and working times. No allowance has been made for road closures/lane rental or outside normal hours working, and if requested by the Local Authority/Traffic Management Companies (e.g. Transport for London)/the Customer/the police, additional costs and extended lead times will apply.

3.7.11. The Quotation is based on material and labour costs prevailing at the Agreement Date. The Contractor shall have the right to vary the Agreed Contract Price in accordance with any variations in the material or labour costs subsequent to the Agreement Date, upon submitting written details of the additional cost to the Customer.

3.7.12. The Customer agrees to undertake delivery on site and provide safe storage for the Equipment until such time as it is installed and operational as part of the Works.

3.7.13. The Equipment shall remain the property of the Contractor. The Customer shall protect the Equipment from any damage or interference between delivery to site and completion of the Works and shall indemnify the Contractor for any loss or damage to the Equipment during such period.

3.7.14. The Quotation is net of all allowances due and based on information provided by the Customer for the energy capacity requirements agreed for the development. Should the energy capacity be reduced (e.g. smaller or a lower number of properties requiring energy be constructed) or increased, the allowances may be recalculated to reflect the new required energy capacity, and the Customer will refund any overpayment due to the Contractor on demand.

3.7.15. The Quotation includes the cost of connection to the upstream Parent Gas Transporter's (PGT) gas network. This is based on standard pressures and costs provided by the PGT at the time of application. In some circumstances these pressures or costs may not be available or may be revised, and reinforcement by the PGT or the Contractor to ensure security of supply may be required. Should this be the case, the Contractor

reserves the right to adjust the price and programme accordingly. Where these extra costs are incurred, the Contractor will operate an open book policy with the Customer. It should be noted that this risk exists irrespective of who constructs the network.

3.7.16. Unless otherwise stated within the Quotation, all outlet pipework remains the responsibility of the Customer and will be provided by others at no cost to the Contractor.

3.8. Asbestos

3.8.1. The Price assumes that the site, including excavations, is free from asbestos. If asbestos is encountered, the Contractor will cease work immediately, until such time as suitable safe systems of work are in place which ensure the safety of our operatives and the general public. All associated costs, including delays, will be the Customer's responsibility.

3.9. Civils

3.9.1. The Contractor has based our rates on our Normal Working Hours, between the hours of 8:00am and 4:30pm, Monday to Friday. No allowance has been made for any overtime working.

3.9.2. This Quotation is based on the Contractor working as a sub-contractor to the principal contractor with respect to CDM arrangements.

3.9.3. The Contractor has assumed that the ground condition for all excavation work is free of obstruction; any costs associated with excavation around obstructions, through rock or contaminated ground, would be charged for as an extra to contract.

3.9.4. Our Quotation has no allowance for obtaining utility plans and it is assumed that the Customer will provide these details. Should the Contractor be required to obtain the utility plans, a variation will be charged to the Customer.

3.9.5. Our Quotation is based on the meterage requested by the Customer. Should any further excavation/reinstatement works be required, the Contractor reserves the right to charge a variation to the Customer.

3.9.6. No removal of shrubs, bushes or trees has been allowed for within the Quotation.

3.9.7. The Contractor has allowed standard traffic management within the Quotation. This does not include any road closures or moving of bus shelters/stops. Any charges for doing this will be charged to the Customer.

3.10. Miscellaneous

3.10.1. Customer to provide welfare facilities (including but not limited to a mess area with access to hot portable water, toilet and drying room) on site.

3.10.2. Customer to provide facilities to accept, store, and move materials.

3.10.3. Site to provide a machine and driver for the duration of works to assist Energ-Eyes Limited.

3.10.4. Customer to carry out all on-site excavations and bedding of trenches prior to Energ-Eyes Limited's arrival, and to provide evidence of this 24 hours before the planned works start date.

3.10.5. Any consequential work required for whatever reason must be excavated, backfilled, and reinstated by the Customer at their cost.

3.10.6. If trenches are found to be incorrect, Energ-Eyes Limited reserves the right to refuse to carry out works until this has been rectified, or the visit will be aborted.

3.10.7. Costs are based on the location of assets shown in drawings provided by utility companies. Energ-Eyes Limited reserves the right to vary costs if these drawings are found to be incorrect.

3.10.8. Quotations are issued based on the DWGs/site layouts provided by the Customer. If the site layout or design changes, it is the Customer's responsibility to update Energ-Eyes. Please note that charges may be incurred if the site layout changes.

3.10.9. All materials stored onsite are to be stored at the responsibility of the Customer to guard and secure. Any materials damaged or stolen by others will be charged to the client, potentially at an increased cost.

3.10.10. The Contractor will have based its Quotation and associated costs on the Point of Connection as provided by the Network Owner. In the event that this Point of Connection changes for any reason whatsoever, the Contractor will be entitled to any additional costs and extensions of time as required.

3.10.11. In the event the project is not complete within 365 days of the acceptance, the Contractor reserves the right to apply an increase to the Price of Works in line with the Retail Price Index (RPI). This will fall immediately due on the expiry of 365 days from the date of the signed acceptance and must be paid by the Customer ahead of works continuing. The Contractor will not be liable for any delays or issues resulting from non-payment of the additional costs in line with the RPI.

3.10.12. Any design changes requested by the Customer or required as a consequence of matters beyond the Contractor's reasonable control shall be chargeable at a cost not less than £1,500 per redesign. The Contractor shall not be liable for any delays associated with re-design or in respect of any delays caused by the Network Owner under or in connection with the required design approval.

3.10.13. The Price of Works may be based on an Asset Value being received from an IDNO. In the event the project is not completed (a) in the case of a HV project, within 12 months of acceptance, or (b) in the case of a LV project, within 6 months of acceptance, and this results in the IDNO refusing to pay or otherwise reducing the Asset Value payable to or received by the Contractor, then the Contractor will be entitled, upon written demand, to recover from the Client a sum equivalent to the reduction in Asset Value. The Client agrees to indemnify the Contractor against all losses incurred under or in connection with a breach of this clause 3.10.13.

3.10.13A. If, upon design submission, the Network Owner requires additional materials, works or designs in order to achieve the desired design approval, any associated costs and delays will be the responsibility of the Customer.

3.10.14. The client will arrange all metering within 60 days of energization of each supply by the Contractor. Failure to do so may result in a loss of Asset Value payable by an IDNO to the Contractor. The Client will be liable to pay to the Contractor, on demand, all losses incurred as a consequence of a breach of this clause 3.10.14. The Client agrees to indemnify the Contractor against all losses incurred under or in connection with a breach of this clause 3.10.14.

3.10.15. The Price of Works may be based on an Asset Value being received from an IDNO. In the event the project does not achieve full occupancy within 12 weeks of energization, or the information provided in respect of capacities (kVA) proves to be incorrect (with lower maximum demand/kVA than anticipated), this may result in the IDNO refusing to pay or otherwise reducing the Asset Value payable to or received by the Contractor. The Price of the Works is based on the Asset Value provided and therefore, in the event the monies received from the IDNO are lower than anticipated, the Contractor will be entitled, upon written demand, to recover from the Client a sum equivalent to the reduction in Asset Value. The Client agrees to indemnify the Contractor against all losses incurred under or in connection with a breach of this clause 3.10.15.

4. Variations

4.1. In the event that, following a site visit (if deemed necessary by the Contractor) or an inspection pursuant to clause 2.9, the Contractor deems that variations are required to the Works and/or the price of the Works as set out in the Quotation, such variations shall be deemed to be Additional Work and the provisions of clause 5.3 shall apply.

4.2. The Quotation is based on material and labour costs prevailing on the date of the Agreement. The Contractor shall have the right to vary the Price in accordance with any variations in the material or labour costs subsequent to the date of the Agreement (unless otherwise stated in the Quotation) upon submitting written details of the additional cost to the Customer, who shall be entitled to terminate the contract upon giving the Contractor written notice within 5 working days of the date of submission of such details. In the event of termination, the Customer shall pay the Contractor's reasonable charges for the work done or committed and materials purchased prior thereto and reimburse any costs or expenses incurred or committed by the Contractor in obtaining any wayleaves and consent.

5. Payment

5.1. The Customer shall make payment (including VAT when applicable) in full with the completed Acceptance Form, unless otherwise agreed in writing by the Contractor.

5.2. VAT is quoted at the current rate. Should there be a change in the rate applicable before payment is made, the Customer will be liable for VAT at the new rate.

5.3. In the event that additional work is necessary to complete the Works ("Additional Work") either due to:

- 5.3.1.** an event which is not reasonably foreseeable;
- 5.3.2.** specifically noted exclusions within the Quotation and this Agreement;
- 5.3.3.** the Customer altering the requirements that it originally set out in its request for a quotation or in the Acceptance Form;
- 5.3.4.** incorrect or incomplete information provided by the Customer;
- 5.3.5.** a change in the non-contestable costs or point of connection provided by the Network Owner; or
- 5.3.6.** third party works (including faults or leaks on existing assets or issues with existing utility assets) that affect our route, permits, programme or costs in any way,

then the Contractor shall be entitled to make additional charges ("Additional Charges") to the Customer in respect of the Additional Work. The Contractor shall explain to the Customer the purpose and content of the Additional Work. The Additional Charges shall be agreed with the Customer in advance of the Additional Work being carried out, and shall be the additional cost to the Contractor (plus VAT where applicable) incurred as a result of carrying out the Additional Work. Payment for the Additional Charges must be made by the Customer as per the payment terms specified on the invoice. In the event that the Customer fails to agree to the Additional Charges, the Contractor shall not be obliged to carry out the Additional Work, nor complete the Works, and the Customer shall be deemed to have terminated the Contract and the provisions of clause 6 below shall apply.

5.3.7. Energ-Eyes Limited may at any time, without notice to the client, set off any liability of the client to Energ-Eyes Limited against any liability of Energ-Eyes Limited to the client, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, Energ-Eyes Limited may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Energ-Eyes Limited of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

5.3.8. Where the client has outstanding liabilities to Energ-Eyes Limited, whether financial or otherwise, Energ-Eyes Limited reserves the right to suspend, cancel or otherwise delay works in respect of any of their other liabilities or obligations to the client.

5.3.9. The Contractor reserves the right to charge a reasonable margin, not less than 20%, on all materials, labour and subcontractor costs incurred by the Contractor in association with the Works. This margin shall be applied to all variations and additional charges levied by the Contractor to the Customer. Where overheads are individually identifiable and properly attributable to the Works, the Contractor shall be entitled to recover those overheads separately in addition to the margin.

5.3.10. All payments due to the Contractor under this Agreement shall be made in full without any set-off, counterclaim, withholding, or deduction of any kind by the Customer.

5.3.11. Where any payment or sum due under this Agreement remains unpaid for more than 7 days after its due date, the Contractor reserves the right, without liability and without prejudice to any other rights or remedies, to suspend the Works, withhold performance, or, where the supply has already been energised, to de-energise or temporarily disconnect the connection. Any such suspension, withholding of energisation or de-energisation shall not constitute a breach of this Agreement. The Contractor shall not be required to recommence the Works or re-energise the supply until all outstanding sums (including any interest, costs or charges) have been paid in full in cleared funds. All costs associated with any suspension, de-energisation and subsequent re-energisation (including any DNO/IDNO charges) shall be borne by the Customer and payable in full prior to recommencement of the Works or re-energisation. Any de-energisation or re-energisation shall be subject to the safety, operational and procedural requirements of the relevant Network Owner.

6. Termination

6.1. Once the Contractor receives the Acceptance Form signed by the Customer, the Offer and associated Agreement may not be cancelled or otherwise terminated without the prior written consent of the Contractor.

If, however, the Contractor agrees to a cancellation, the Customer shall be liable to pay to the Contractor on demand:

6.1.1. all costs (including VAT when applicable and the Contractor's margin of 30%) which, in the opinion of the Contractor, were reasonably incurred directly or in connection with the works as well as all costs reasonably foreseeably up to or as a result of the Customer's termination; and

6.1.2. all future losses incurred by the Contractor under or in connection with the cancellation including but not limited to loss of profits, loss of Asset Value and loss of business or good will.

6.2. The Contractor may terminate the Agreement:

6.2.1. Immediately if the information given by the Customer is incorrect and significantly affects the Quotation. The Contractor will refund to the Customer any part of the payment made which has not been expended or committed in relation to the Works at the time of termination.

6.2.2. By giving 5 working days' written notice if the works are not completed within 120 calendar days from the date of the quotation where the delay is not due to the fault or default of the Contractor. Where the Contractor terminates under this clause it will refund any part of the payment made which was not reasonably incurred at the time of termination.

6.2.3. At any time and for any other reason.

7. Use of Contractors

7.1. The Contractor is entitled to sub-contract the whole or any part of the Works.

7.2. The Customer shall not, without the prior written consent of Energ-Eyes Limited, at any time from the date of this agreement to the expiry of 12 months after the last date of supply of the Services, solicit or entice away from Energ-Eyes Limited or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of Energ-Eyes Limited in the provision of the Services.

7.3. Any consent given by Energ-Eyes Limited in accordance with clause 7.2 shall be subject to the Customer paying to Energ-Eyes Limited, on demand, without any set off or deduction, a sum equivalent to 100% of the then current annual remuneration of Energ-Eyes Limited's employee, consultant or subcontractor or, if higher, 100% of the annual remuneration to be paid by the Customer to that employee, consultant or subcontractor.

8. Warranty

When undertaking any design the Contractor shall use reasonable skill and care. The Contractor is not liable for any indirect or consequential loss (including but not limited to loss of profit, loss of business, loss of savings etc) or any other form of environmental loss (whether or not occurring in connection with physical damage) resulting from or arising out of or in connection with this Agreement and/or the Works. The Contractor's total liability under or in connection with this Agreement, the Quotation and/or the Works for any breach of contract, any delay, any equipment failure or any other reason whatsoever shall not exceed 1% of the original Price.

9. Ownership

The Works shall at all times belong to the Contractor until such time as the Works are adopted.

10. Conflict, Notices and Jurisdiction

10.1. In the event of any conflict or ambiguity between the Quotation and these Terms and Conditions, these Terms and Conditions shall take precedence.

10.2. In the event that the Contractor agrees to accept an order for the Works and in the event of any conflict or ambiguity between the Customer's order and these Terms and Conditions, these Terms and Conditions shall take precedence.

10.3. Any notice must be served by prepaid post or fax at the relevant Contractor or Customer address shown on the Quotation.

10.4. The Agreement is governed by the laws of England and subject to the exclusive jurisdiction of the English Courts.

10.5. This Agreement sets out the entire agreement between the parties in relation to its subject matter and supersedes any previous correspondence and anything previously said, done, agreed or implied which adds or conflicts with it.

10.6. The Terms and Conditions of this Agreement by their nature or context are intended to have effect after termination of this Agreement.

10.7. None of the provisions of this Agreement 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, breach or modification of any other provision unless expressly set out in such waiver.

10.8. Each and every clause or any part thereof appearing herein is a separate and severable provision and any found to be void, illegal or unenforceable shall be deemed deleted and the remaining provisions shall continue in full force and effect.

11. Conditions Precedent and Commencement

11.1. Notwithstanding any other provision of this Agreement, the Contractor shall have no obligation to:

- (a) Commence or continue to provide the Works; or
- (b) Procure or continue to procure any plants and materials or other goods and services required in connection with the Works; or
- (c) Schedule, seek agreement for or confirm to the Customer any of the planned dates at any time when any of the Conditions Precedent are not fulfilled.

11.2. The following are the Conditions Precedent:

- (a) The Contractor and the Gas Transporter have entered into the Gas Transporter Agreement relating to the Works and such agreement remains in full force and effect;
- (b) The Contractor and the Electricity Network Owner have entered into the Electricity Network Agreement relating to the Works and such agreement remains in full force and effect;
- (c) The Contractor's employment under the Gas Transporter Agreement has not been terminated for any reason;
- (d) The Customer has made payment in full (free from any set-off or deduction);
- (e) Any street works licence or consent required in connection with the Works has been obtained;
- (f) Execution of all or part of the Works is not prevented by any relevant legislation or guidelines;
- (g) Any approval, authorisation or consent required under the Gas Transporter Agreement has been given by the Gas Transporter;
- (h) The Customer has fulfilled all instructions in line with the quotation or any written requests made by the Contractor; and
- (i) No statutory, regulatory, technical or other matters has or may prevent/delay the commencement of works.

11.3. In no circumstances shall the Contractor be liable to the Customer or any third party for any failure or delay in the fulfilment of any of the Conditions Precedent. Should the Conditions Precedent result in additional cost for the Contractor, it reserves the right to pass this cost on to the Customer.

12. Intellectual Property Rights

12.1.1. All Intellectual Property Rights in or arising out of or in connection with the Works (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Contractor.

12.1.2. The Contractor grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract for the purpose of receiving and using the Works in its business.

12.1.3. The Customer shall not sub-license, assign or otherwise transfer the rights granted in Clause 12.1.2.

12.1.4. The Customer grants the Contractor a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to the Contractor for the purpose of providing the Works to the Customer.

13. Limitation of Liability

13.1.1. Nothing in the Agreement shall limit or exclude the Contractor's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

13.1.2. Subject to clause 13.1.1, the Contractor shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, for any claim arising under or in connection with any past, current or future contract between the parties or more generally in respect of the relationship between the parties for: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and any indirect or consequential loss whatsoever.

13.1.3. Subject to Clause 13.1.1, the Contractor's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement, shall be limited to 1% of the original Price.

13.1.4. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.

13.1.5. You agree not to bring any claim in respect of loss or damage suffered by the Customer or any third party whatsoever arising out of or in connection with this Agreement (including but not limited to delay or non-performance of our Works) against any of our directors, partners, employees or agents even where our directors, partners, employees or agents have been negligent. This restriction will not operate to exclude any liability that cannot be excluded at law. It is agreed that our directors, partners, employees and agents will have the right to enforce this paragraph pursuant to the Contracts (Rights of Third Parties) Act 1999. We reserve any right we may have to rescind or vary the Terms without having to seek the consent of our partners, employees or agents.

13.1.6. This clause 13 shall survive termination of the Agreement.

14. COVID-19 and associated

14.1.1. The Contractor shall not be in breach of the Agreement or liable for delay in performing, or failure to perform, any of its obligations under or in connection with the Agreement if such delay or failure results from events, circumstances or causes related to or in connection with the COVID-19 pandemic or any other associated variants.

15. Data Protection

15.1. Each Party shall comply with its respective obligations under the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and any other applicable data protection, privacy, or electronic communications legislation, whether of the United Kingdom or any other jurisdiction, including (but not limited to) the EU General Data Protection Regulation (EU GDPR), the UK International Data Transfer Agreement (IDTA), and any relevant guidance or codes of practice issued by competent supervisory authorities, as amended, supplemented, or replaced from time to time.

15.2. For the purposes of this Agreement:

15.2.1. The Customer shall act as the Data Controller in respect of any Personal Data it provides to the Contractor in the performance of the Works.

15.2.2. The Contractor shall act as the Data Processor, processing such Personal Data only on the Customer's documented instructions, unless otherwise required by law.

15.2.3. The Contractor may act as a separate Data Controller in respect of Personal Data it collects independently for its own operational, compliance, or legal purposes, such as internal record-keeping, regulatory reporting, or workforce management.

15.3. The Customer acknowledges that, in the course of providing services under this Agreement, the Contractor may engage personnel, contractors, or service providers located outside the United Kingdom and the European Economic Area. Where such resources are involved in the processing of Personal Data, the Customer authorises the Contractor to undertake such processing, provided that the Contractor ensures appropriate safeguards are in place in accordance with applicable Data Protection Legislation. These safeguards may include recognised mechanisms for international data transfers, such as the UK International Data Transfer Agreement (IDTA), the UK Addendum to the EU Standard Contractual Clauses, the EU Standard Contractual Clauses (SCCs), or other equivalent measures that comply with applicable UK or EU data protection laws. The Contractor shall ensure that any such processing is proportionate, limited to what is necessary for the performance of the Agreement, and is carried out in accordance with the Contractor's internal data protection policies and procedures.

16. Confidentiality Obligations

16.1. Each Party shall treat all Confidential Information as strictly confidential and shall not disclose it to any third party or use it for any purpose other than fulfilling its obligations under this Agreement, except where required by law or with the prior written consent of the Contractor.

16.2. Confidential Information may be disclosed to employees, agents, or subcontractors who need to know it for the purposes of this Agreement, provided they are subject to confidentiality obligations no less stringent than those set out in this clause.

16.3. A breach of this clause shall constitute a material breach of this Agreement and may entitle the Contractor to seek legal remedies, including injunctive relief and damages.

17. Assignment and Novation

17.1. The Contractor may at any time assign, novate, transfer, subcontract or otherwise deal with all or any of its rights or obligations under this Agreement without the consent of the Customer. The Customer shall do all things reasonably required (including executing any novation deed) to give effect to any such assignment or novation.

17.2. The Customer shall not assign, novate, transfer or otherwise deal with any of its rights or obligations under this Agreement (whether in whole or in part) without the prior written consent of the Contractor. Any purported assignment or novation by the Customer without such consent shall be void.

18. Dispute Resolution

18.1. If any dispute arises out of or in connection with this Agreement, the Parties shall first use reasonable endeavours to resolve the matter through good-faith discussions between their respective operational representatives.

18.2. If the dispute is not resolved within 10 working days, either Party may escalate the matter to senior management of each Party, who shall meet (in person or remotely) to attempt to resolve the dispute within a further 10 working days.

18.3. If the dispute is not resolved under clauses 18.1–18.2, the Contractor may (at its sole discretion) require that the dispute be submitted to mediation in accordance with the CEDR Model Mediation Procedure. Mediation shall not prejudice either Party's right to commence legal proceedings.

18.4. Nothing in this clause shall prevent the Contractor from commencing court proceedings at any time in respect of: (a) any unpaid sums due under this Agreement; or (b) any matter requiring urgent injunctive or other equitable relief.

Schedule 1

The following are not included in the Works unless the Quotation expressly states otherwise:

- (a) The matching of any permanent reinstatement of drives, paths and other surfaces to the existing surface, colour or materials.

- (b)** When a specialist surface (e.g. a mosaic, coloured tarmac, tiles etc.) is encountered within private land, the Contractor will as part of the works reinstate the excavated land with black tarmac or re-laid slabs or bricks (without any damaged slabs or bricks being replaced by new ones) in accordance with this Agreement applying to the Works.
- (c)** When carrying out works in a Customer's garden we request that the Customer re-locates plants that may be close to the working area to avoid damage. The Contractor will at all times take due care but will not be held responsible for any damage.
- (d)** The reinstatement of fences, walls, landscaping, drainage or special surface finishes of any kind.
- (e)** The making good of plasterwork, cosmetic surfaces, decorative finishes and the like other than damage caused by negligent or defective workmanship of the Contractor, which shall be made good by the Contractor at no additional cost to the Customer.
- (f)** Working in or around contaminated ground.
- (g)** Trench excavations >2m in depth.
- (h)** Trial holes outside original scope of work.
- (i)** Large or unidentified obstructions encountered including reinforced concrete or rock.
- (j)** Any phasing of the Works unless agreed.
- (k)** Any works outside original scope.
- (l)** Half width & full width carriageway reinstatement.
- (m)** Cancelled works by third parties.
- (n)** Any alteration to the existing Network's pipework or cable(s) or ducting or utility mains unless otherwise stated in the quotation.
- (o)** Any possible diversion of any utility apparatus.
- (p)** Excavations, backfill and reinstatement, unless otherwise included in the quotation.
- (q)** Any excessive de-watering.
- (r)** Any temporary works design, unless otherwise included in the Quotation. Should any design not be standard due to poor ground conditions, additional costs will apply.
- (s)** It is recommended that the connection be constructed before site drainage is commenced in order to avoid any discrepancy between the existing public sewer and proposed site drainage levels. In the event of site drainage already designed not complying with the sewer levels at the point of connection, the Customer will be responsible to cover the costs of any abortive or additional works to ensure the proper drainage of the Premises.
- (t)** Specialist reinstatement including but not limited to specialist paving stones or slabs or mosaic tiles.