

**Gas Notes**

**Minimum Proximity to Properties for PE mains**

External diameter of main (mm)	Minimum Building Proximity (m)			
	<75 mbar	>75 mbar ≤ 2 bar	>2 bar ≤ 5.5 bar	>5.5 bar ≤ 7 bar
Up to 125	0.25	2	4	6
126-355	1	2	4	6
356-500	1	2	4	8
501-1000	1	5	13	15

**Ducting Specification**

- Ducting for mains must be yellow and non-perforated and only used perpendicular to road crossings.
- Ducting for services must be yellow and perforated along its entire length.
- Only one pipe is allowed per duct.

Gas Pipe External Diameter	Duct Inside Diameter
25mm & 32mm	50mm
63mm	100mm
90mm	150mm
125mm	200mm
180mm & 250mm	300mm
315mm	400mm

**Recommended Positioning of Utility Apparatus in Footway (Not to Scale)**

**Typical Road and Verge Section Indicating Depth of Cover for Utility Apparatus (Not to Scale)**

**Drawing Key**

**Gas Infrastructure**

	Proposed	Laid
LP Pipe <75mbar	Red dashed line	Red solid line
MP Pipe 0.75 - 2bar	Blue dashed line	Blue solid line
IP Pipe 2bar - 7bar	Green dashed line	Green solid line
HP >7bar	Orange dashed line	Orange solid line

**Ducted Pipe**

**Connection Point** **End Cap**

**Pressure Reduction Station**

**Offsite Works**

	Proposed	Laid
Verge	Blue line	Blue line
Footpath	Green line	Green line
3/4 Road	Yellow line	Yellow line
1/2 Road	Pink line	Pink line

This plan shows apparatus owned by the BUUK Group. Any third party apparatus indicated on these drawings is shown for information only. The information shown on this plan is given without warranty, the accuracy cannot be guaranteed. No liability of any kind whatsoever is accepted by the BUUK Group for any loss or damage arising from the use of this plan. The plan is reproduced by the permission of Ordnance Survey on behalf of HMSO. Crown copyright and database right 2007. All rights reserved. Ordnance Survey Licence number 0100021063.

When apparatus have been laid it becomes the responsibility of the developer to ensure it is suitably protected, therefore backfilling should be carried out as soon as possible. Replacement and repair of damaged apparatus, including administrative costs will be fully charged to the developer. It will be the developer's responsibility to recover the costs from the third parties.

This gas network design has been carried out by:  
Design Engineer, GTC, Woodpit Business Park, Bury St Edmunds, Suffolk, IP39 9UP

All design work is completed in accordance with GTC's fully approved Lloyds Register GIRS accreditation. All pipe and fittings used on this design are to be in accordance with GTS/PL2, GTS/L2 and GTS/E7.

**Enquiry Number:**  
34106363

**Drawing Number:** 34106363-G-2

**Developer/Client:**  
BEC Consulting

**Development:**  
Birstall Community Hall,  
Hallam Fields Road,  
Birstall, LEICESTER.

**Last Edited By:** L. Kerrigan - 31-01-2018

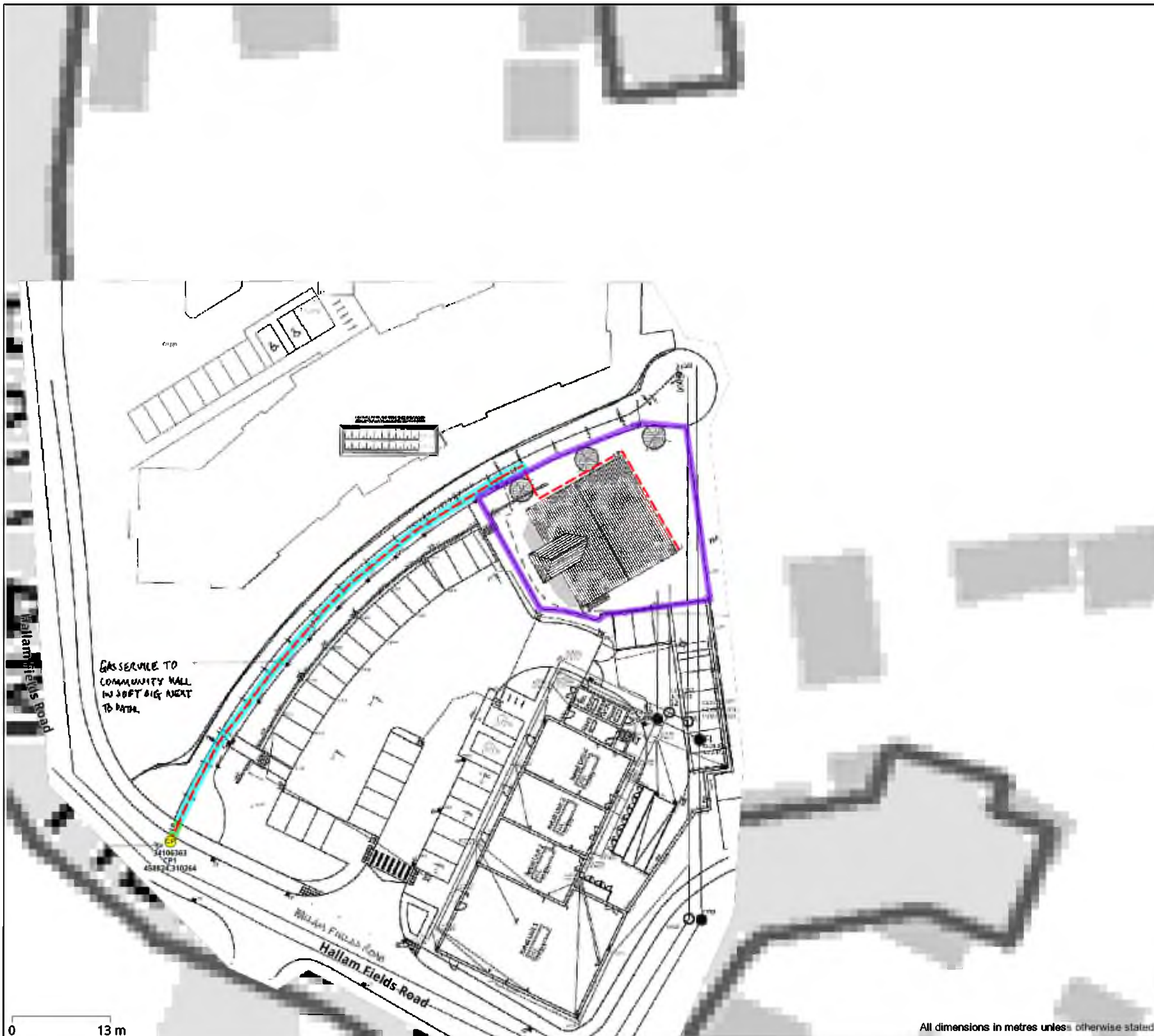
**Approved By:**

**OS Ref:** 458857,310290

**Scale:** 1:500 **Sheet Size:** A3

**NOT FOR CONSTRUCTION**





**Gas Notes**

**Minimum Proximity to Properties for PE mains**

External diameter of main (mm)	Minimum Building Proximity (m)			
	<75 mbar	>75 mbar ≤ 2 bar	>2 bar ≤ 5.5 bar	>5.5 bar ≤ 7 bar
Up to 125	0.25	2	4	6
126-355	1	2	4	6
356-500	1	2	4	8
501-1000	1	5	13	15

**Ducting Specification**

- Ducting for mains must be yellow and non-perforated and only used perpendicular carriageway crossings.
- Ducting for services must be yellow and perforated along its entire length.
- Only one pipe is allowed per duct.

Gas Pipe External Diameter	Duct Inside Diameter
25mm & 32mm	50mm
63mm	100mm
90mm	150mm
125mm	200mm
180mm & 250mm	300mm
315mm	400mm

**Recommended Positioning of Utility Apparatus in Footway (Not to Scale)**

**Typical Road and Verge Section Indicating Depth of Cover for Utility Apparatus (Not to Scale)**

**Drawing Key**

Gas Infrastructure	Proposed	Laid
LP Pipe <75mbar	Red dashed line	Red solid line
MP Pipe 0.75 - 2bar	Blue dashed line	Blue solid line
IP Pipe 2bar - 7bar	Green dashed line	Green solid line
HP >7bar	Orange dashed line	Orange solid line

Ducted Pipe: Yellow line with cross-hatching

Connection Point: Yellow circle with 'CP' inside

Pressure Reduction Station: Yellow circle with 'PRS' inside

End Cap: Yellow rectangle

**Offsite Works**

Verge	Blue line
Footpath	Green line
3/4 Road	Orange line
1/2 Road	Pink line

This plan shows apparatus owned by the BUUK Group. Any third party apparatus indicated on these drawings is shown for information only. The information shown on this plan is given without warranty, the accuracy cannot be guaranteed. No liability of any kind whatsoever is accepted by the company. Data shown is provided in accordance with HSG47, must be used to verify and establish the actual position of apparatus. This plan is reproduced by the permission of Ordnance Survey on behalf of HMSO. Crown copyright and database right 2007. All rights reserved Ordnance Survey Licence number 01188/1188.

When apparatus have been laid it becomes the responsibility of the developer to ensure it is suitably protected, therefore backfilling should be carried out as soon as possible. Replacement and repair of damaged apparatus including administrative costs will be fully recharged to the developer. It will be the developer's responsibility to recover the costs from the third parties.

This gas network design has been carried out by:  
Design Engineer, GTC, Woodpit Business Park, Bury St Edmunds, Suffolk, IP39 9UP

All design work is completed in accordance with GTC's fully approved Lloyds Register GRS accreditation. All pipe and fittings used on this design are to be in accordance with GSI/PL2, GSI/L2 and GSI/E7.

...leading utility networks

**Enquiry Number:**

34106363

**Drawing Number:** 34106363-G-2

**Developer/Client:** BEC Consulting

**Development:** Birstall Community Hall, Hallam Fields Road, Birstall, LEICESTER.

**Last Edited By:** L. Kerrigan - 31-01-2018

**Approved By:**

**OS Ref:** 458880,310306

**Scale:** 1:500 **Sheet Size:** A3

**NOT FOR CONSTRUCTION**

All dimensions in metres unless otherwise stated

## Acceptance of Quotation and Appointment of Transporters



GTC Quotation Ref: East Midlands/34106363/406699

Date of Quotation: 31 January 2018

We, Birstall Parish Council ("**we**"), wish to accept your quotation for the development at Birstall Community Hall, Hallam Fields Road, Birstall, LEICESTER, Leicestershire, LE4 3BU (the "**site**") in respect of the following:

Energy House  
Woolpit Business Park  
Woolpit, Bury St Edmunds  
Suffolk, IP30 9UP  
T 01359 240154  
E [sales@gtc-uk.co.uk](mailto:sales@gtc-uk.co.uk)

Utility	No. Domestic Plot	No. Commercial Plots
Gas Distribution Network and Meter Assets	0	1

Developer Details:
Birstall Parish Council - Birstall Road, Birstall, LEICESTER, LE4 4DH

We agree to the following costs:			
On-site	You pay GTC:	£2,859.51	
Off-site	You pay GTC:	£9,328.01	
<b>Total</b>	<b>You pay GTC:</b>	<b>£12,187.52</b>	

### Appointment of Utility Transporters

We wish to appoint the utility transporter below to adopt, own and operate the utility assets for the development at the site under any relevant regulatory licences.

Company	Utility	Registered Number
GTC Pipelines Limited (" <b>GPL</b> ")	Gas Transporter and Meter Asset Owner	03104203

**Unless stated otherwise in this form, terms defined herein shall have the meaning set out in GTC's Standard Terms and Conditions (GU-COB-TC-0001).**

**We can confirm that we have not given a letter of intent to any other party in respect of the transportation or ownership of gas transportation and meter assets at the site.**

By completing, signing and returning this Acceptance of Quotation and Appointment of Transporters form, we:

- appoint GPL as the Gas Transporter and Meter Asset Owner and will procure that all future successors in title to the site, in whole or in part, who acquire title otherwise than pursuant to an Exempted Disposition prior to the last to occur of (i) completion of the gas distribution network and/or its adoption by GPL will do the same; and
- undertake to ensure that any contract between us and any future successor in title to the site, in whole or in part, who acquires title otherwise than pursuant to an Exempted Disposition prior to the last to occur of (i) completion of the gas distribution network and/or its adoption by GPL includes the following wording:

*"The [purchaser/buyer] agrees to use such gas transporter as shall be nominated by the [vendor/seller] for the purposes of installation of the gas distribution network within the [site/property]."*

and we hereby agree, as vendor/seller in respect of any such contract, to nominate GPL as the Gas Transporter and Meter Asset Owner under such contract.

We acknowledge and agree that we shall comply with the above undertakings and that GPL reserve the right to revisit the charges detailed in the Quotation and adjust the charges payable by us in accordance with reasonably expected variables should future successors in title to the site, in whole or in part, fail to appoint GPL as the Gas Transporter and Meter Asset Owner.

**We acknowledge that as part of the acceptance process, we are required to provide the information requested in this form and Appendix 1 below. We have signed this Acceptance of Quotation and Acceptance of Transporters form by way of confirmation of our acceptance of its terms and of GTC's Standard Terms and Conditions (GU-COB-TC-0001).**

**I am a director/authorised signatory for Birstall Parish Council:**

<b>Print Name</b>		<b>Signature</b>
<b>Position</b>	<b>Company</b>	<b>Date</b>

**APPENDIX 1 – ACCEPTANCE INFORMATION****Development Drawings and Plot Details**

To enable a detailed design to be completed, we will require the following (if not already provided):

- The most up-to-date CAD drawing (in \*.DWG format) for a detailed design, which includes the following:
  - Site location with surrounding information including access roads, main roads, existing properties
  - All plot numbers shown legibly
  - Meter positions on CAD drawing or PDF fully annotated
- A plan showing the highways to be adopted (if any) by the local council under a Section 38 agreement is required for assessing when legal easements may be required.
- A detailed breakdown of the number of bedrooms for each plot is required for detailed design and our meter asset records.
- Plot to postal address information (once available) is required to confirm MPRNs. Please send these to [gasaddressupdates@gtc-uk.co.uk](mailto:gasaddressupdates@gtc-uk.co.uk).

Land Ownership Information			
If you are not the landowner where these excavation works for the laying of the utility mains and services are to take place, please provide the landowner's details below:			
Name of Landowner:			
Address of Landowner:			
Contact Name:		Telephone No.:	
Email address:			

Legal Contact Details			
Legal completion in relation to such projects is very time consuming. To ensure this process is started at the earliest opportunity, please provide your legal representatives' details below:			
Name of Solicitor:			
Address of Solicitor:			
Contact Name:		Telephone No.:	
Email Address			

Supplier Details (please complete as appropriate)	
We wish to choose British Gas as the gas supplier:	<b>YES / NO</b>
Or, Our chosen gas supplier is:	
Supplier contract reference(s)	

Site Specific Details			
Date that utilities are required on site:			
Date of first occupation:		Date of site completion:	
Site Manager Name:		Telephone. No.:	



## COMMERCIAL METER PROCESS

Once you have accepted the GTC quotation for your industrial and commercial development, it is important to ensure the process for the supply and installation of the meter is underway. Unless stated within our quotation, GTC excludes the supply and installation of your commercial meter.

The first action you need to take to arrange for the commercial meter to be supplied and installed is for you to select your chosen gas shipper/supplier.

Some helpful contacts at gas shippers are:

- Helena O Toole - Npower – 0121 541 2647 (take any loadings)
- Lisa Saycell – Gazprom – 0845 230 0011 (take any loadings)
- Sian Stockdale – Total Gas & Power – 01737 275581 (take any loadings)
- Elaine McDougall – Eco-European/Shell – 0141 2493895 (take any loadings)
- Jane Simacek – Contract Natural Gas – 01423 502554 (AQ over 25,000 kw/h)
- Paul Mandair – Regent Gas – 0208 963 6812 (only take supplies where AQ < 300,000 kw/h)
- Patrick Walker – British Gas – 0845 6786778 (currently only taking supplies if customer has an existing 'Group' contract or if AQ is 732,678 kw/h or above)
- Jackie Hunt – Scottish & Southern – 02920 249 210 (currently only taking supplies if end user has existing business with them)
- Lynn Kennedy – Gaz De France – 0113 306 3004 (take any loadings)

Once you have selected your supplier/shipper, please contact them to discuss your requirements and ask them to send a 'Siteworks Request Form' to GTC for the attention of Helga Petersen at [Helga.petersen@gtc-uk.co.uk](mailto:Helga.petersen@gtc-uk.co.uk).

Once GTC are in receipt of the Siteworks Request Form, GTC will provide a quotation to the shipper for installing the meter and the shipper will pass this cost onto the end user of the commercial premises. Once you accept the quotation from the shipper for the supply and installation of the meter, they will send an acceptance to GTC.

On receipt of this acceptance GTC will arrange for the meter installation. Our standard of service for meter installations is 10 working days upon receipt of the shipper's acceptance on meters less than 160m<sup>3</sup>. Any meters required in excess of 160m<sup>3</sup> our timescales are dependent on the manufacturer confirmation of timescales.

Please be aware that some shipper/suppliers may approach a third party to install the meter for you instead of GTC as they have existing contracts with other meter installers. This will not affect your meter installation or timescales.

## **DESIGN OF NON-DOMESTIC GAS INSTALLATIONS**

In order to comply with the Gas Safety (Installation & Use) Regulations, Dangerous Substances and Explosive Atmospheres Regulations and appropriate Institution of Gas Engineers recommendations, the design criteria below must be followed for the installation of gas services and meters to non-domestic premises.

GTC require the responsible person to confirm that the appropriate design criteria have been followed by signing the declaration below and return this document with the quotation acceptance.

### **Design Criteria**

For premises with 2 or more floors above the ground floor, meters should not be sited on or under the stairway or in any other part of the premises where the stairway or that other part of the premises forms the sole means of escape in case of fire.

No gas pipe should be installed in any shaft, duct or void, which is not adequately ventilated.

A minimum clearance of 250mm should be maintained between the gas service and other utilities plant.

A meter installation should be located in a separate purpose-built structure or compound. Where this is not feasible and for a supply pressure less than 75mbar (LP), it can be located in the premises adjacent to an outside wall, with adequate ventilation, protected against accidental damage and be at least 0.5 metres from any electrical equipment, heating or process equipment.

A gas meter shall not be installed in a location where the temperature is outside the range – 5°C to +35°C.

A gas meter shall not be subject to extremes of vibration, moisture, corrosive chemicals or dirty atmospheres.

Where a new, purpose-built room or building is provided to house the gas installation, the walls shall be solid without cavity and shall not include openings other than those required for access, ventilation, pipe work or other ancillary services.

Where a purpose-designed enclosure is provided, including those within a main building, it shall not be used for purposes other than regulating and metering the gas supply and should not contain any electrical equipment, heating or process equipment.

Where the meter is to be installed external to the building, a location will be made available, that is unlikely to suffer damage from vehicles.

Gas meter enclosures must have a total effective ventilation area of at least 2% of the floor area of the enclosure, evenly distributed at low and high level over two or more walls. If ventilation is only available on one wall e.g. through louvered doors, it must be at least 3% of the floor area.

Low level ventilators should be positioned 150mm above the floor and high level ventilators positioned at no more than 10% of the total height of the enclosure below the roof or ceiling.

The installation shall be protected from the possibility of accidental damage and not be located in the immediate vicinity of hazardous installations, for example fuel, paint or chemical stores.

### **Declaration**

I declare that the appropriate design criteria have been taken into account in the non-domestic premise at:

Site Address: .....

.....

And the meter will be installed at the following position: .....

.....

Name of responsible person: .....

Position in Company: .....

Signature:..... Date: .....



**GTC Ref: East Midlands/34106363/406699**

**Quotation for: Birstall Community Hall, Hallam Fields Road,  
Birstall, LEICESTER, Leicestershire, LE4 3BU**



**Prepared for: Birstall Parish Council (c/o BEC Consulting)**



**GTC Contact: Paul Summers**

**Mob: 07826 947199**

**Tel: 01359 240154**

**Date of Quotation: 31 January 2018**



## 1.0 INTRODUCTION

### Summary of Offer

Following your request for a utility networks quotation for the development at Birstall Community Hall, Hallam Fields Road, Birstall, LEICESTER, Leicestershire, LE4 3BU, we have designed a bespoke network to meet your requirements. Our offer to provide gas infrastructure (based on the terms of offer set out in this quotation) is a contribution from Birstall Parish Council to GTC of £12,187.52.

### Validity Period

This quotation is subject to the enclosed GTC Standard Terms and Conditions (GU-COB-TC-0001) and is valid until 01 April 2018. If there is any conflict between the provisions of this quotation and the provisions of the enclosed GTC Standard Terms and Conditions (GU-COB-TC-0001), the provisions of this quotation will take precedence.

### Breakdown of Offer

#### Onsite Costs

This is the cost to provide mains and services to the development within the site boundary:

On-site works	
You pay GTC	<b>£2,859.51</b>

#### Offsite Costs

These costs include any off-site costs that are required, including the costs of the Upstream Network Operators to complete the work to supply your site:

Off-Site Works	
Off-site works (GTC) – Gas:	£9,328.01
Network Operator Costs – Gas:	£0.00
<b>TOTAL OFFSITE – You pay GTC</b>	<b>£9,328.01</b>

## 2.0 PLOT TYPE DETAILS

### Schedule of Domestic Plots

Property Type	Total
Gas	0

### Schedule of Industrial and Commercial Plots

#### Gas

Plot Name	Annual Quantity (kWh)	Peak Load (kW)
Community Facility	90,500	90
TOTAL	90,500	90

## 3.0 TERMS OF OFFER

This quotation is based on a minimum leadtime of 6 weeks from the date upon which you accept this quotation in accordance with paragraph 5 and provide all information requested by us in relation to the scheduling of the onsite network installation.

### Gas Terms

This quotation relates to GTC gas drawing 34106363-G-2 markup.

This quotation is based on a firm point of connection (CSEP) offer from the upstream Gas Distribution Network Operator (GDNO) / Independent Gas Transporter (IGT).

This quotation includes the excavation and reinstatement costs in the public highway which will be carried out by GTC from the point of connection to the site. GTC have received a connection off the GDN/iGT 250mm PE Low Pressure main and have allowed for 71 metres off-site work (1m road, 2m footpath, 68m unmade) from the connection point to the site entrance.

The Developer shall be responsible for all on-site excavation and reinstatement.

GTC have assumed that any existing mains on-site will be abandoned. It is the responsibility of the Developer to arrange works with the gas transporter.

GTC have assumed there are no environmental issues that may impact on the materials or methods of installation of its proposed networks. Please forward a copy of the soil report to enable GTC to make a correct assessment of any impact that site conditions may have on its proposal. This will help to avoid delays in the commencement of works.

GTC's mains will typically be laid down one side of the estate roads to minimise on road crossings, service lengths and mains lengths.

Cost does not include the supply and fit of the commercial meters or kiosks. This must be arranged separately through your gas supplier. Where meters are internally located, the service will enter the unit with an above ground entry tee and the service will terminate at the point of entry.

The gas load for the I&C unit(s) has been based on the information provided. Variance from these values for the I&C unit(s) may result in additional costs therefore please notify us if any changes are required.

GTC document (GG-DPR-FM-0056) will need to be completed and returned by the Developer.

GTC's Technical Guidelines for Gas can be found here: <http://www.gtc-uk.co.uk/technical-guidelines>

## 4.0 CONFIDENTIALITY

This quotation and associated documentation is confidential between GTC, Birstall Parish Council and their associated parties for this project. It contains commercially sensitive information and should not be divulged to any other party without written permission from GTC.

## **5.0 ACCEPTANCE OF THIS QUOTATION**

To accept this quotation please complete the attached Acceptance and Appointment of Transporters form (GU-SCM-FM-1005). In addition to this, please make arrangements for payment to be processed. If you wish to pay by BACS or require GTC's bank details please see GTC's Standard Terms & Conditions (GU-COB-TC-0001). Your completed Acceptance and Appointment of Transporters form can be sent directly to [sales@gtc-uk.co.uk](mailto:sales@gtc-uk.co.uk) in order for it to be processed as quickly as possible.

## **6.0 SUPPLIER INFORMATION**

As you are aware, you are free to choose your own gas supplier. If you have no contractual arrangements in place with a supplier, GTC would recommend British Gas to you for your gas supply.

## **7.0 CONTACT DETAILS**

Should you require further details please do not hesitate to contact your GTC Sales Contact, Paul Summers (07826 947199) or the Sales Support Team (01359 240154) to discuss further.



**STANDARD TERMS AND CONDITIONS FOR THE  
PROVISION OF A NATURAL GAS DISTRIBUTION  
NETWORK AND/OR ELECTRICITY DISTRIBUTION  
NETWORK AND/OR A WATER DISTRIBUTION  
NETWORK AND/OR A FIBRE OPTIC DISTRIBUTION  
NETWORK FOR A DEVELOPER**

**1 DEFINITIONS AND INTERPRETATION**

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following terms shall have the following meanings:

"Acceptance of Quotation" means the acceptance of quotation form (GU-SCM-FM-0063) completed and signed by You and addressed to GTC;

"Agreement" means the agreement entered into between GTC and You including any or all of the following: the Terms and Conditions, the Quotation, the Acceptance of Quotation, the Appointment of Gas Transporter and Meter Asset Owner, the Appointment of IDNO, the Appointment of Water Company and the Appointment of FODN Owner;

"Appointment of Gas Transporter and Meter Asset Owner" means the appointment of gas transporter and meter asset owner form (I&C – GG-SCM-FM-0121, Domestic – GG-SCM-FM-0065 as applicable) completed by You and addressed to GPL;

"Appointment of IDNO" means the appointment of electricity distribution network operator form (GE-SCM-FM-0122) completed by You and addressed to ENC;

"Appointment of FODN Owner" means the appointment of Fibre Optic Distribution Network owner form GF-SCM-FM-0350 completed by you and addressed to INGNL;

"Appointment of Water Company" means the appointment of water distribution network and sewerage network operator form GW-SCM-FM-0351 completed by you and addressed to IWNL where IWNL is to be the Water Company;

"Distribution Network" means the gas distribution network, electricity distribution network, water distribution network, sewerage network and/or Fibre Optic Distribution Network as specified in the Quotation and Acceptance of Quotation;

"ENC" means The Electricity Network Company Limited, registered in England and Wales under number 5581824 and whose registered office and business address is at Energy House, Woolpit Business Park, Woolpit, Bury St Edmunds, Suffolk IP30 9UP (or its appointed successor);

"Exempted Disposition" means a bona fide arm's length completed disposition of:

- (a) the transfer, grant or lease of:
  - (i) any completed house, flat, apartment, maisonette, office, shop, garage or other dwelling or commercial unit with associated access, amenities, gardens, buildings, car parking spaces and other grounds (if any);
  - (ii) sites required for OSCPs, electricity sub-stations, gas governors, pumping stations or similar apparatus which serve the Development Site;

- (iii) the freehold reversion of a completed block of flats, apartments, maisonettes, offices, shops or other dwelling or commercial units or a completed block comprising one or more flats, apartments, maisonettes, offices, shops and/or other dwelling or commercial units with garages and associated car parking spaces (if any); or

- (iv) common or communally used parts of land to a management company (in respect of which the shareholders are the owners of completed houses, flats, apartments, maisonettes, offices, shops, garages and/or other dwelling or commercial units); or

- (b) the dedication, adoption or transfer of land pursuant to a requirement of any relevant authority; or

- (c) the dedication or transfer of the roads;

"Fibre Network Operator" means the upstream telecommunications carrier to which the Fibre Optic Distribution Network will be connected;

"Fibre Optic Distribution Network" means the fibre optic distribution network (specified in the Quotation) that is capable of delivering triple play services and which is to be owned by INGNL, including all ducting, space within such ducting and chamber frames and covers provided by GTC and installed by You in accordance with these Terms and Conditions;

"GPL" means GTC Pipelines Limited, registered in England and Wales under number 3104203 and whose registered office and business address is at Energy House, Woolpit Business Park, Woolpit, Bury St Edmunds, Suffolk IP30 9UP (or its appointed successor);

"GTC" means The Gas Transportation Company Limited, registered in Guernsey under number 29431 whose registered office is Martello Court, Admiral Park, St Peter Port, Guernsey, GY1 3HB and whose business address is at Energy House, Woolpit Business Park, Woolpit, Bury St Edmunds, Suffolk IP30 9UP;

"GTC Group" means GTC, its subsidiaries and holding companies and any subsidiaries of such holding companies;

"Host DNO" means the host electricity distribution network operator;

"Host Water Company" means a water company (other than IWNL) licensed to act as a water and/or sewerage undertaker in England and Wales;

"INGNL" Independent Next Generation Networks Limited, registered in England and Wales under number 05412813 and whose registered office and business address is at Energy House, Woolpit Business Park, Woolpit, Bury St Edmunds, Suffolk IP30 9UP (or its appointed successor);

"IWNL" means Independent Water Networks Limited, registered in England and Wales under number 05776438 and whose registered office and business address is at Energy House, Woolpit Business Park, Woolpit, Bury St Edmunds, Suffolk IP30 9UP (or its appointed successor);

"OSCP" means the on-site convergence point for the Fibre Optic Distribution Network, being either a building or on-street cabinet (as specified in the Quotation) for housing the fibre optic termination point;

"Per Plot Letter" means the letter agreement in a form requested by GTC to be entered into between GTC and any third party developer who becomes responsible for development of the site or any part of it in respect of the supply and installation of the Distribution Networks by GTC;

"PoC" means point of connection;

"Plot" means each home, flat within an apartment block or unit within business premises to which the Distribution Network is connected, or is to be connected, under this Agreement;

"Quotation" means the quotation and fee installment schedule prepared by GTC in relation to the Distribution Network;

"Terms and Conditions" means these terms and conditions for the provision of the Distribution Network;

"Unmetered Supply" means any supply to street furniture that does not normally have a meter connected and is charged by means of a settlement formula;

"Water Company" means IWNL (if specified in the Quotation) or the Host Water Company to which the water distribution network and sewerage network shall be connected and which shall adopt the water distribution network and sewerage network; and

"You" means the person, firm or company for whom the Distribution Network is provided by GTC (and any reference to "Your" shall be construed accordingly).

- 1.2 Clause headings are for ease of reference only and shall not affect the construction or interpretation of any clause. Words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders. References to legislation are to that legislation as amended or re-enacted from time to time.

## 2 APPLICATION OF TERMS

- 2.1 Subject to any variation under clause 2.2 the Agreement shall be on these Terms and Conditions to the exclusion of all other terms and conditions. No terms or conditions provided or issued by You with any order, in correspondence or elsewhere (whether verbally or in writing) shall be binding on GTC unless expressly agreed in writing and signed by a director or other authorised representative of GTC. Any such terms or conditions are hereby excluded.
- 2.2 The Terms and Conditions apply to the provision of the Distribution Network by GTC and any variation to the Terms and Conditions and any representations about the provision of the Distribution Network shall have no effect unless expressly agreed in writing and signed by GTC.

- 2.3 Any Quotation (other than a Quotation for a water distribution network) is given on the basis that no Agreement shall come into existence until GTC dispatches an acknowledgement of the Acceptance of Quotation to You or (if earlier) GTC commences the provision of the Distribution Network for You. Any Quotation for a water distribution network and sewerage network is given on the basis that the Agreement will not take effect until GTC dispatches an acknowledgement of the Acceptance of Quotation to You or (if later) IWNL has been granted an inset appointment by the Water Services Regulation Authority where IWNL is to be the Water Company. Any Quotation is valid for a period of 60 days only from its issue date, provided that GTC has not previously withdrawn it, and supersedes any previous Quotation.

## 3 PROVISION OF DISTRIBUTION NETWORK

- 3.1 Works to provide the Distribution Network for You must commence within 180 days after the date of the Acceptance of Quotation and shall be completed by GTC in accordance with the build out programme set out in the Quotation. If works commence more than 180 days after the date of the Acceptance of Quotation, and provided that any delay in the commencement of works was not caused or contributed to by GTC, GTC reserves the right to make additional charges.
- 3.2 The Distribution Network will be constructed in accordance with the terms of the Agreement during normal working hours (Mon - Fri 8:30am to 5pm, excluding public and bank holidays), following completion of which You acknowledge that the constructed Distribution Network shall become the property of GPL (for gas distribution networks), ENC (for electricity distribution networks), the Water Company (for water distribution networks and sewerage networks) and/or INGNL (for Fibre Optic Distribution Networks).
- 3.3 Following the commissioning of any infrastructure or the adoption of any part of the gas distribution network by GPL, GPL will hold and exercise the rights and protections afforded by the Gas Act 1986 as amended by the Gas Act 1995 and the Utilities Act 2000.
- 3.4 Following the commissioning of any infrastructure or the adoption of any part of the electricity distribution network by ENC, ENC will hold and exercise the rights and protections afforded by the Electricity Act 1989 as amended by the Utilities Act 2000 and the Electricity Safety Quality and Continuity Regulations 2002.
- 3.5 GTC reserves the right to enforce any conditions brought about by legislative or regulatory changes that occur after acceptance but prior to completion of site works.

3.6 Any generation connected directly or indirectly to ENC's electricity distribution network must be connected and operated in accordance with the provisions of the Electricity Safety, Quality and Continuity Regulations 2002. If such generation causes, or is likely to cause, interference to ENC's electricity distribution network or the electricity distribution network of another distributor or with the supply of electricity to any consumer's installation, GTC may disconnect such equipment in accordance the provisions of the Electricity Safety, Quality and Continuity Regulations 2002. Where generation is installed, GTC will not undertake a detailed design study as a matter of course. Should You require GTC to undertake or commission a detailed design study, GTC may charge You the full costs of any such detailed design study.

#### **4 INSTALLATION**

4.1 Unless otherwise stated in the Agreement, GTC will design and install the Distribution Network.

4.2 For industrial and commercial ("I&C") applications, it is essential and is a condition of the Agreement that You advise GTC of any intention to install gas boosting/compression equipment downstream of the meter, including details of the equipment to be installed and the technical performance details, and acknowledge that this will affect GTC's design and costs.

4.3 For electricity applications, it is essential and is a condition of the Agreement that You advise GTC of any intention to install three phase equipment generators or motors above 8kW (for example, lift motors for flatted developments) in the development, details of the equipment to be installed and the technical performance details will be required.

4.4 For I&C applications, it is essential and is a condition of the Agreement that You advise GTC of the water offtake loads and annual predicted usages and acknowledge that this will affect GTC's design and costs.

#### **5 YOUR UNDERTAKINGS AND WARRANTIES**

5.1 You undertake:

(a) to provide GTC with such information and assistance as GTC may reasonably request and consider reasonably necessary in order to provide the Distribution Network and make any inset application for IWNL in respect of the water distribution network and/or sewerage network;

(b) to inform all successors in title that the Distribution Network is owned by GPL (for gas distribution networks) and/or ENC (for electricity distribution networks) and/or the Water Company (for the water distribution networks and sewerage networks) and/or INGNL (for Fibre Optic Distribution Networks);

(c) to ensure that required planning permission and building regulations approval is obtained, as required, in respect of: (i) any constructed sub-station building and associated engineering works, to be adopted by ENC; and (ii) any OSCP to be adopted by INGNL;

(d) to acquire and bear the cost of any planning permission, easements, servitudes, wayleaves and/or land transfers required to accommodate the apparatus (together with any housings) stated in the Quotation and/or shown on any proposed or subsequent drawing. For the avoidance of doubt, if any planning permission, easements, servitudes, wayleaves or land transfers are required, they will be provided by You to GTC, GPL, ENC, the Water Company and/or INGNL as necessary free of charge. You must also ensure that GTC, GPL, ENC, IWNL, INGNL, any upstream operator and/or each of their contractors (as necessary) are from time to time granted reasonable access to the site for the purposes of carrying out the necessary works under this Agreement and their statutory rights and obligations;

(e) to ensure that a ground investigation survey is undertaken by a suitably qualified structural or geotechnical engineer to confirm that ground conditions are suitable for any proposed sub-station prior to construction commencing;

(f) to carry out a preliminary risk assessment and, if required, a comprehensive site investigation and site assessment report for the water distribution network in accordance with the guidance for water supply networks issued by GTC (as may be updated from time to time);

(g) to warrant and guarantee any sub-station building, equipment housing, OSCP, pumping stations, treatment works and associated engineering works adopted by ENC, INGNL or IWNL against structural faults for a period of ten years from the date of handover and acceptance;

(h) to supply and/or install, at no cost to GTC, materials required to facilitate infrastructure connections that are not quoted for, not supplied by GTC, and/or indicated as your responsibility in the Quotations, including, but not limited to, electricity service ducting and electricity high voltage sub-station enclosures; and

(i) in relation to any disposition by You of the site, in whole or in part, that any such disposition will be subject to any rights or easements which are acquired or provided (or required to be so acquired or provided) by You in accordance with this clause 5.1.

5.2 By signing and returning the Acceptance of Quotation, You warrant that You are the owner of, or have all necessary rights over, any land (including land owned by third parties) necessary for GTC to comply with and undertake all matters or exercise any rights set out or referred to in the Agreement.

#### **6 SAFETY**

6.1 GPL is a Gas Transporter and Meter Asset Owner and complies with the Gas Safety (Management) Regulations 1996. In accordance with these Regulations GPL has prepared a Safety Case which has been accepted by the Health and Safety Executive. The Safety Case details how GPL complies with all relevant legislation affecting the design, installation and operation of a gas distribution network. You acknowledge that the gas distribution network that GPL adopts onsite will remain the property of GPL and GPL (or its appointed sub-contractor) will be responsible for the operation and maintenance of its network.

- 6.2 ENC is an Independent Distribution Network Operator licensed by Ofgem to own and operate electricity distribution networks throughout the UK. You acknowledge that the electricity distribution network that ENC adopts onsite will remain the property of ENC and ENC (or its appointed sub-contractor) will be responsible for the operation and maintenance of its network.

- 6.3 All design, installation, commissioning and management of the Distribution Network will be in accordance with current legislation.

## 7. CONDITIONS AND EXCLUSIONS

- 7.1 Subject to clause 7.2, by signing and returning the Appointment of Gas Transporter and Meter Asset Owner (for gas distribution networks) and/or the Appointment of IDNO (for electricity distribution networks) and/or the Appointment of Water Company (for water distribution network and sewerage network where IWNL is to be the Water Company) and/or the Appointment of FODN Owner (for Fibre Optic Distribution Networks) and the Acceptance of Quotation, You undertake:

- (a) to procure that all future successors in title to the site, in whole or in part, who acquire title otherwise than pursuant to an Exempted Disposition prior to completion of the gas distribution network and/or its adoption by GPL, appoint GPL as the Gas Transporter and Meter Asset Owner and sign and return an Appointment of Gas Transporter and Meter Asset Owner in respect of GPL to GTC;
- (b) to procure that all future successors in title to the site, in whole or in part, who acquire title otherwise than pursuant to an Exempted Disposition prior to completion of the electricity distribution network and/or its adoption by ENC, appoint ENC as the IDNO and sign and return an Appointment of IDNO in respect of ENC to GTC;
- (c) where IWNL is to be the Water Company, to procure that all future successors in title to the site, in whole or in part, who acquire title otherwise than pursuant to an Exempted Disposition prior to completion of the water distribution network and sewerage network and/or its adoption by IWNL, appoint IWNL as owner of the water distribution network and sewerage network and sign and return an Appointment of Water Company in respect of IWNL to GTC;
- (d) to procure that all future successors in title to the site, in whole or in part, who acquire title otherwise than pursuant to an Exempted Disposition prior to completion of the Fibre Optic Distribution Network and/or its adoption by INGNL, appoint INGNL as owner of the Fibre Optic Distribution Network and sign and return an Appointment of FODN Owner in respect of INGNL to GTC; and
- (e) to ensure that any contract between You and any future successor in title to the site, in whole or in part, who acquire title otherwise than pursuant to an Exempted Disposition prior to completion of: (i) the gas distribution network and/or its adoption by GPL; and/or (ii) the electricity distribution network and/or its adoption by ENC; and/or (iii) the water distribution network and sewerage network and/or its adoption by IWNL (where IWNL is to be the Water Company); and/or (iv) the Fibre Optic Distribution Network and/or its adoption by INGNL, includes the following wording (as applicable):

*"The [purchaser/buyer] agrees to use such gas transporter as shall be nominated by the [vendor/seller] for the purposes of installation of the gas distribution network within the [site/property]";*

*"The [purchaser/buyer] agrees to use such electricity distribution network operator as shall be nominated by the [vendor/seller] for the purposes of installation of the electricity distribution network within the [site/property]";*

*"The [purchaser/buyer] agrees to use such water distribution network operator as shall be nominated by the [vendor/seller] for the purposes of installation of the water distribution network and sewerage network within the [site/property]"; and/or*

*"The [purchaser/buyer] agrees to use such fibre optic distribution network owner as shall be nominated by the [vendor/seller] for the purposes of installation of the fibre optic distribution network within the [site/property]";*

and agree that You, as vendor/seller, will nominate GPL as the Gas Transporter and Meter Asset Owner and/or ENC as the IDNO and/or IWNL as the owner of the water distribution network and sewerage network and/or INGNL as the owner of the Fibre Optic Distribution Network (as applicable) under such contract; and

- (f) to procure that all future successors in title to the site, in whole or in part, who acquire title otherwise than pursuant to an Exempted Disposition prior to completion of the Distribution Network or any part of it and/or its adoption by GPL, ENC, IWNL and/or INGNL (as applicable) shall assume, with effect from the date of such acquisition, all Your rights and obligations under this Agreement in respect of the supply and installation of the Distribution Networks at the site or the relevant part and shall enter into a Per Plot Letter with GTC in respect of the supply and installation of the same.

- 7.2 If there is any alteration to the site layout, number of Plots, house types, provisional or actual annual predicted gas, electricity, water or fibre quantities or connections, dimensions, design or location of the Distribution Network and/or any other difference to the schematics set out in the Quotation or assumptions made by GTC, then You must advise GTC immediately. GTC reserves the right to re-evaluate the amount of payment due and payment policy, which could then result in additional charges being payable by You.

- 7.3 If, before or during construction, You (or Your site agent) request work which is not covered by the Agreement, then GTC shall continue with the necessary work as instructed with respect to the Distribution Network pursuant to its own variation procedure and reserves the right to recover associated costs from You.

## 8 SHIPPER/SUPPLIER

- 8.1 GTC requires confirmation of Your chosen gas Shipper who is licensed by Ofgem ([www.ofgem.gov.uk](http://www.ofgem.gov.uk)) and has signed onto GPL's Network Code prior to commencement of works to install a meter.



8.2 If subsequent to discussion with Your appointed gas Shipper, a supply point is categorised as either Interruptible or Daily Metered, additional agreements shall need to be entered into, which may affect the date of gas flow.

8.3 GTC requires confirmation of Your chosen electricity Supplier who is licensed by Ofgem ([www.ofgem.gov.uk](http://www.ofgem.gov.uk)) and has signed onto the industry DCUoSA prior to commencement of works or installation of a meter.

8.4 If the Water Company is to be a Host Water Company, GTC requires confirmation that You have agreed for a supply of water to be made available from the Host Water Company.

## 9 PRICING AND PAYMENT

9.1 In consideration for the provision of the Distribution Network, You agree to pay GTC the amounts set out in the Quotation.

9.2 The pricing in the Quotation excludes the following:

(a) excavation, onsite trenching, backfill and reinstatement unless specified otherwise. These shall be carried out by You in accordance with Technical Guidelines and Safety Information for Property Developers (Gas) GG-TGI-IG-0014, (Electricity) GE-TGI-IG-0015 (Water) GW-TGI-IG-0017 and/or (Fibre) GF-TG-IG-0016;

(b) the cost of any planning permission, easements, servitudes, wayleaves and/or land transfers required to accommodate the apparatus (together with any housings) stated in the Quotation and/or shown on any proposed or subsequent drawing;

(c) any valid charges levied upon GTC arising from the application of the Traffic Management Act 2004 or otherwise in relation to works in the public highway to provide the Distribution Network;

(d) any increase in the cost of connecting the Distribution Network to the upstream gas transporter's existing main imposed by the upstream gas transporter between the date of the Quotation and the date of such connection;

(e) any increase in the cost of connecting the Distribution Network to the existing main of the Host DNO imposed by the Host DNO between the date of the Quotation and the date of such connection;

(f) any increase in the cost of connecting the Distribution Network to the Host Water Company's existing main imposed by the Host Water Company between the date of Quotation and the date of such connection;

(g) any increase in the cost of connecting the Distribution Network to the Fibre Network Operator's backhaul circuit imposed by the Fibre Network Operator between the date of Quotation and the date of such connection;

(h) unless otherwise agreed or stated in the Quotation, any increase in the cost to GTC of constructing the Distribution Network (including, without limitation, as a result of unforeseen engineering requirements or increased material and/or labour costs) which GTC is required to pay at any time following the date of the Acceptance of Quotation; and

(i) any increase in cost or decrease in return for the GTC Group resulting from a change in legislation or regulation or any action by a regulator after the date of the Quotation.

9.3 The pricing in the Quotation is based on each Plot:

(a) being connected to the Fibre Optic Distribution Network to be owned by INGNL in accordance with this Agreement; and

(b) not being connected to a telecommunications network which is owned by a third party network operator (and not INGNL or any member of the GTC Group) as well as the Fibre Optic Distribution Network to be owned by INGNL in accordance with this Agreement.

To the extent that either of the foregoing conditions of this clause 9.3 are not satisfied in the connection of the Plots then, You agree to pay GTC, upon demand, an amount per Plot as is specified in the Quotation in such case or, failing such specification, an amount calculated by GTC, acting reasonably, so as: (i) to recover any losses it suffers as a result of any such conditions not being satisfied; and (ii) to put it in the position it would have been in had both such conditions been satisfied.

9.4 GTC may, at its sole discretion, require You to pay any of the charges referred to in clauses 9.2 and 9.3 in addition to the prices set out in the Quotation.

9.5 Without prejudice to clauses 9.2 and 9.4, GTC may, at its sole discretion, elect to increase the amounts set out in the Quotation to the extent that, and insofar as, they relate to any part of the Distribution Network not provided or completed within 18 months of the date of the Quotation by a percentage equal to any percentage increase in the Retail Prices Index (All Items) (or any successor or replacement thereof) between the date of the Quotation and such election (or, in the case of a subsequent election, between the date of the previous election and that election) and require You to pay such increased amount in addition to any amounts already paid or payable by You in respect of such part of the Distribution Network.

9.6 All amounts payable under the Agreement are expressed exclusive of any applicable VAT which, if applicable, will be payable by You in addition at the relevant rate at the date of invoice. All amounts shall be paid in Pounds Sterling (£).

9.7 GTC may submit valid invoices to You for (a) any valid amounts charged to GTC by the Host DNO and/or Host Water Company for non-contestable works and infrastructure charges; and (b) any amounts specified in the Quotation following Your acceptance. Each invoice shall state the sum that GTC considers to be due and the basis on which that sum has been calculated. The due date for payment shall be the date on which the Invoice is received by You.

9.8 The final date for payment shall be 14 days from the due date.

- 9.9 Not later than 5 days after the due date You shall give a notice (a **"Your Payment Notice"**) to GTC specifying the sum that You consider to be due at the due date and the basis on which that sum has been calculated and, subject to any Your Pay Less Notice given by You under clause 9.11, the amount of the payment to be made by You on or before the final date for payment shall be the sum stated as due in Your Payment Notice.
- 9.10 If Your Payment Notice is not given in accordance with clause 9.9, the amount of the payment to be made by You shall, subject to any Your Pay Less Notice under clause 9.11, be the sum stated as due in the invoice submitted in accordance with clause 9.7.
- 9.11 If You intend to pay less than the sum stated as due in Your Payment Notice or invoice, as the case may be, You shall no later than 5 days before the final date for payment give GTC notice of that intention, specifying the sum that You consider to be due to GTC at the date the notice is given and the basis on which that sum has been calculated (a **"Your Pay Less Notice"**). Where a Your Pay Less Notice is given, the payment to be made on or before the final date for payment shall not be less than the amount stated as due in the notice.
- 9.12 Without affecting any other rights or remedies of GTC, if:
- (a) You fail to pay GTC in full by the final date for payment in accordance with this Agreement (together with any VAT properly charged in respect of such payment) and such failure continues for seven days after GTC has given You written notice of its intention to suspend the performance of any or all of the works or services under the Agreement and the ground(s) on which it is intended to suspend performance; or
- (b) any Insolvency Event occurs in relation to You. An "Insolvency Event" is where: (i) You cease or threaten to cease to carry on Your business or dispose or threaten to dispose of the whole or a substantial part of Your undertaking, property or assets or stop or threaten to stop payment of Your debts or if You are unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "if it is proved to the satisfaction of the court" were replaced by the words "in the reasonable opinion of the notifying party"; (ii) a voluntary arrangement or a scheme of arrangement or composition with Your creditors is entered into by You; (iii) a dissolution occurs, a winding-up petition is presented (and not withdrawn or discharged within 14 days) or a winding-up resolution (other than a voluntary winding-up for reconstruction) is passed (whether by the directors or shareholders) in relation to You; (iv) a liquidator, receiver or administrator is appointed in respect of You or any of Your assets, or notice to appoint an administrator is given by You, Your directors or by a qualifying floating charge holder (as defined in the Insolvency Act 1986),
- then GTC may suspend such performance of all or any of its obligations until payment in full occurs or until the Insolvency Event is no longer continuing.
- 9.13 Where GTC exercises its right of suspension under clause 9.12, GTC shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by GTC as a result of the exercise of the right.
- 9.14 GTC shall be under no obligation to carry out first energisation of the upstream distribution PoC and/or first commissioning of the water distribution network or sewerage network until such amounts invoiced under clause 9.7(a) have been paid to GTC by You.
- 9.15 If any payments are due from GTC under the Quotation You may submit an invoice stating the sum that You consider to be due and the basis on which that sum has been calculated. Each invoice must be accompanied by supporting documentation and should be received by GTC no later than three years after the date of the associated meter or fibre network termination point installation relating to each Plot connection.  
The due date for payment shall be the date on which the invoice is received by GTC. If, and to the extent that, You fail to provide any invoice to GTC within such three year period, GTC shall be under no obligation to make any payment relating to such invoice.
- 9.16 Subject to clause 9.15, the final date for payment shall be 30 days from the due date.
- 9.17 Invoices from You will be accepted on a pro rata basis, but only after the relevant connections have been made.
- 9.18 Not later than 5 days after the due date GTC shall give a notice (a **"GTC Payment Notice"**) to You specifying the sum that GTC considers to be due at the due date and the basis on which that sum has been calculated and, subject to any GTC Pay Less Notice given by GTC under clause 9.20, the amount of the payment to be made by GTC on or before the final date for payment shall be the sum stated as due in the GTC Payment Notice.
- 9.19 If the GTC Payment Notice is not given in accordance with clause 9.18, the amount of the payment to be made by GTC shall, subject to any GTC Pay Less Notice under clause 9.20, be the sum stated as due in the invoice submitted in accordance with clause 9.15.
- 9.20 If GTC intends to pay less than the sum stated as due in the GTC Payment Notice or invoice, as the case may be, GTC shall no later than 2 days before the final date for payment give You notice of that intention, specifying the sum that GTC considers to be due to You at the date the notice is given and the basis on which that sum has been calculated (a **"GTC Pay Less Notice"**). Where a GTC Pay Less Notice is given, the payment to be made on or before the final date for payment shall not be less than the amount stated as due in the notice.
- 9.21 Where an I&C network is constructed by GTC, full payment is required with receipt of the Acceptance of Quotation and, if a rebate is applicable, this will be paid on the connection of the individual premises' gas meter on GPL gas networks and/or electricity meters on ENC electricity networks and in accordance with the provisions of this Agreement.

- 9.22 Where electricity capacity charges are declared by You and a payment is due to You from GTC, unless otherwise agreed these will only be paid when the actual load has materialised. Any potential reductions in payments will be identified and specified in the site specific Quotation.
- 9.23 If You fail to pay any amount due by You under the Agreement, GTC shall be entitled to charge You interest on the overdue amount forthwith on demand, from the due date up to the date of actual payment (after as well as before judgement) at the rate of 4% per annum above the base lending rate of the Royal Bank of Scotland plc from time to time. Such interest shall accrue on a daily basis and be compounded quarterly.
- 9.24 GTC shall hold You responsible for any damage caused to or loss of any of our plant or equipment, where this has been delivered and/or installed whilst the site is still under Your control. In respect of cable drums this liability shall be extended to thirty working days from the date of the cable installation to allow for collection of the drum by GTC or its appointed agents. We may at our discretion invoice other parties named by You or our emergency service provider, but reserve the right to revert back to you should the charges remain unpaid.
- 9.25 To make payment, GTC bank details are:
- Bank name: Barclays Bank Plc  
Address: UK Banking  
1 Churchill Place  
London  
E14 5HP  
Account Name: The Gas Transportation Company Ltd  
Account number: 73104834  
Sort Code: 20-00-00  
VAT No: 688 8971 40  
Company UTR: 79181 20680  
(Unique Tax Reference)

## 10 INFRASTRUCTURE

### Metering Domestic Properties

- 10.1 Where GTC is to fit meters, a minimum of three gas meter installations are to be carried out at each visit and the Quotation is prepared on this assumption. GTC reserves the right to make additional charges if this clause 10.1 is not complied with.
- 10.2 You can, in substantially completed properties with a live service, request the installation of a gas meter. You must correctly install the gas meter boxes in accordance with Technical Guidelines and Safety Information for Property Developers (Gas) GG-TGI-IG-0014, and the accepted developer's plan prior to the installation of services.
- 10.3 It is Your responsibility to ensure built-in wall meter boxes, supplied without doors, are correctly installed above the damp proof course and not damaged. Semi-submerged meter boxes must be securely fixed to the wall as per Technical Guidelines and Safety Information for Property Developers (Gas) GG-TGI-IG-0014. Meter box doors for "Built-In" boxes must be installed with the gas meter. GTC will provide a year's warranty for gas meter boxes supplied by GTC.

- 10.4 Meter boxes for the electrical installation will be purchased and installed by You in accordance with the manufacturer's instructions and will be in compliance with GE-TGI-IG-0015.
- 10.5 Gas meters will be fitted by GTC, provided that a gas Shipper has been confirmed for the relevant supply point(s). GTC will use reasonable endeavours to carry out such fittings on the date requested by You, it being acknowledged by You that GTC normally requires a minimum of 5 working days' notice to carry out fittings.
- 10.6 Electricity meters will be fitted by the electricity supplier and are not included in the Quotation. Note that if you choose to install a slim line, (narrow), electricity meterbox then you should confirm first with the supplier that their appointed meter operator will install a meter in this housing.
- 10.7 Water meters may be fitted by GTC as per the terms of the Quotation. GTC will use reasonable endeavours to carry out such fittings on the date requested by You, it being acknowledged by You that GTC normally requires a minimum of 10 working days' notice to carry out fittings.
- 10.8 Suitable gas meter compartments and/or electricity meter positions are to be made available by You at no extra cost to GTC where the meter position is internal to the property.
- 10.9 If it is agreed that anyone other than GTC is to install the gas meter, or anyone other than GPL is to own the gas meter, notification must be made to GPL by the registered gas Shipper for the supply point(s) in question in accordance with clause 8 of the GPL Network Code. Ofgem must have approved the gas meter owner. GTC will only be responsible for maintenance of gas meters owned by GPL.
- 10.10 GTC will not be responsible for maintenance of meters installed by the electricity supplier.
- 10.11 The Water Company will be responsible for the maintenance of water meters.
- 10.12 Where an Unmetered Supply is required for street furniture, You will be required to have entered into an unmetered electricity supply agreement with an electricity Supplier and informed ENC that this has been completed. Failure to do so will mean that the electricity supply to the unmetered apparatus will remain de-energised.
- 10.13 Where You have not entered into a valid unmetered electricity supply agreement with an electricity Supplier as contemplated by clause 10.12 and the supply point is energised, ENC shall calculate its charges for electricity consumed in accordance with its scheme for supplies of electricity illegally taken as published in accordance with Schedule 6 of the Electricity Act 1989.
- 10.14 Quotations to supply meters to flatted developments are on the assumption that any such meters are to be located in ground floor meter boxes (unless otherwise stipulated by GTC) and that GTC is provided with all necessary access for/to cable installations. Additional pipework or cables for meters located elsewhere will be chargeable.

### **Metering Flatted Developments (Gas)**

- 10.15 You will arrange meter positions, ventilation and pipework access routes in flatted developments such that the following criteria can be complied with:
- (a) for premises with two or more floors above ground floor, gas meters should not be sited on or under the stairway or in any other part of the premises where the stairway or that other part of the premises forms the sole means of escape in case of fire;
  - (b) any multiple meter installation shall be located in a room or cupboard designed for the purpose. The room or cupboard door shall not open onto any sole means of escape and shall be self-locking. In compliance with the Gas Safety (Installation & Use) Regulations, Regulation 13(3)&(4), You are required to provide access to the emergency control valve situated next to the gas meter to the future occupants of the building, in particular, this means that should the emergency control valve be in a room secured by a key the key must be passed to the future occupant;
  - (c) no gas pipes should be installed in any shaft, duct or void, which is not adequately ventilated. If a riser or lateral is to be enclosed in a duct or an enclosure, the duct or enclosure shall be at least half hour fire resistant and naturally ventilated at high and low levels;
  - (d) for laterals and risers not enclosed in a duct or enclosure, and ventilated indirectly to outside air via a safe area, the ventilation area of a normally occupied ventilated room should be considered sufficient;
  - (e) risers and laterals shall be sleeved where they pass through any floor or wall;
  - (f) risers and laterals shall be fire stopped between fire compartments in accordance with current Building Regulations;
  - (g) a minimum clearance of 250mm should be maintained between the gas service and other utilities plant;
  - (h) a gas meter shall not be installed in a location where the temperature is outside the range -5°C to +35°C;
  - (i) a gas meter shall not be located where it is, or is likely to be, subject to extremes of vibration, moisture, corrosive chemicals or dirty atmospheres;
  - (j) meter enclosures/cupboards should have a minimum ventilation of 2% of the housing or room floor area, evenly distributed at high and low levels;
  - (k) gas meters must be located as far as is practically possible from any adjacent electricity meter or switchgear and should in no circumstances be closer to any electricity meter or switchgear than 150mm; and
  - (l) GTC must be advised if a flatted development is to be built by timber frame construction methods as it will need to ensure that the design allows for the possible shrinkage of timber panels.

### **Metering Flatted Developments (Electricity)**

- 10.16 You will:
- (a) arrange for any electricity riser and/or lateral cables forming part of the Distribution Network which are to be installed other than by GTC (or another member of the GTC Group) to be installed in accordance with BS7671 (Requirements for Electrical Installations), as the same shall be amended, modified or replaced from time to time;
  - (b) prior to the electricity supply to any such cables being energised, arrange for the party responsible for such installation to submit to GTC a completion certificate in relation thereto. Failure to do so will mean that the electricity supply to such cables will remain de-energised; and
  - (c) indemnify GTC from and against and pay to GTC on demand an amount equal to any damages, loss, costs, claims or expenses of any kind suffered or incurred by, or claimed from, GTC (or any other member of the GTC Group) arising out of, or in connection with, such installation.

### **Metering Industrial and Commercial Properties**

- 10.17 I&C gas meter installations are excluded from all Quotations. I&C gas meters and housings can be supplied and will be installed by GTC if required at additional cost.

### **General Provisions**

- 10.18 It is Your responsibility to ensure that (where relevant):
- (a) the required excavations are made to enable the service pipe or cable to be inserted into the ducting so that GTC can make the connections to the gas or electricity main;
  - (b) completion of any written agreement required by the Water Company takes place;
  - (c) water supply pipes installed by You between property and meter are installed to comply with the Water Supply (Water Fittings) Regulations 1999;
  - (d) all onsite excavations and civil works are undertaken and all ducting installed in advance by You in accordance with the requirements specified in Technical Guidelines and Safety Information for Property Developers (Gas) GG-TGI-IG-0014, (Electricity) GE-TGI-IG-0015, (Water) GW-TGI-IG-0017 and/or (Fibre) GF-TGI-IG-0016, prior to the arrival of GTC who will undertake the on-site pipe/cable laying. If, upon the arrival of the GTC installation team on a pre-agreed date, the trenches are not open and clean, additional cost may be incurred which GTC will pass on to You. GTC is not obliged to undertake any excavation of trenches and may choose to abort the visit. Additional costs for abortive visits may be incurred which GTC will pass on to You;
  - (e) ground levels along cable routes are within +/- 150mm of the finished levels and are clear of building materials and other obstacles;



- (f) as a minimum on footways adjacent to roads the outside kerb or foundation is in position and the inner kerb is defined prior to cable laying. GTC shall not be responsible for any costs relating to the relocation of, or damage to, installed networks due to roadways or footways being incorrectly defined or changed from the original plan;
- (g) sub-stations, equipment housing and associated engineering works are constructed/undertaken in compliance with the specification and design drawing provided by GTC and are fit for purpose;
- (h) a secure compound or area is provided onsite for the storage of pipework, ducting, cables and fittings. You agree that You shall be liable for the loss of, damage to or replacement costs of any materials lost or damaged whilst onsite;
- (i) the corrugated service ducting installed by You has been correctly laid between a route of the gas main and a meter box before GTC can install the gas service pipe;
- (j) the black electricity service ducting purchased by You has been correctly laid between a route of the electricity main and a meter box before GTC can install the electricity service cable;
- (k) ducts provided by You for water service road crossings are installed before water services can be connected;
- (l) onsite trenching, backfilling and installing marker tape is to be carried out by You;
- (m) scaffolding is provided to enable the installation of steel service risers;
- (n) drilling through walls, floor or ceilings required to install any steel service pipes or cable has been carried out;
- (o) reinstatement is carried out onsite;
- (p) concrete plinth bases for the installation of electricity sub-stations and meter pillars built to ENC specifications are provided by You;
- (q) a sub-station handover form GE-CIC-FM-0181, provided by GTC, is completed and returned with, where appropriate, copies of relevant planning permission and final building regulations approval documentation before equipment can be installed and commissioned. Failure to provide the required documentation could result in site energisation delays and additional third party civil engineering inspection costs being incurred which GTC would recharge to You; and
- (r) any other works indicated in the Quotation as being Your responsibility are completed and such works are carried out in accordance with all permissions, consents, licenses, appointments and/or authorisations necessary (including the most recent design plan or specifications provided by GTC, its contractors or any Fibre Network Operator as the case may be, if any) and are fit for their intended purpose.

- 10.19 Road crossings for gas, water and electricity services and mains can be in clean open trenches, but should normally be in solid plastic ducting supplied and fitted by You. Road crossings for electricity services and mains shall be in 150mm rigid plastic ducting in compliance with ENATS 12-24. Please note that the use of corrugated service ducting is not permitted due to the potential of crushing from construction traffic.

#### **Gas Distribution Network**

- 10.20 Unless otherwise stated, GTC will arrange for the Connected System Exit Point (CSEP) from the upstream gas transporter's existing main, subject to the gas transporter's terms and conditions. All CSEP applications will be in GPL's name and have to be approved subject to terms and conditions by GPL prior to any works commencing.
- 10.21 Unless otherwise stated, GTC will:
- (a) supply all material for the construction of the gas distribution network. All gas pipework, corrugated service ducting only and fittings will be delivered to site in advance of GTC's arrival. All deliveries of materials to the site will require a signature from You;
  - (b) lay the gas distribution network around the stated development;
  - (c) (with the approval of GPL) undertake excavation in the public highway to NRSWA standards; and
  - (d) return to connect individual houses to onsite gas mains, provided the relevant gas main has been commissioned. GTC will use reasonable endeavours to carry out such connections on the date requested by You, it being acknowledged by You that GTC normally requires a minimum of 10 working days' notice to carry out connections.

- 10.22 GTC will not undertake any works beneath any site scaffolding other than meter fitting.

- 10.23 The Quotation is based on GTC laying full services at each visit. The part-laying of services may incur additional cost chargeable to You.

#### **Electricity Distribution Network**

- 10.24 Unless otherwise stated, GTC will arrange for the PoC from the existing main of the Host DNO, subject to the Host DNO's terms and conditions. All PoC applications will be in ENC's name and have to be approved subject to terms and conditions by ENC prior to any works commencing.
- 10.25 All payments for the connection to the Host DNO's network will be passed through to, and be payable by, You and identified as such.
- 10.26 If any changes are made by the Host DNO to its costs for providing the PoC, this will be passed on to, and be payable by, You.
- 10.27 GTC will endeavor to ensure that the Host DNO performs within the required timescales that You need. GTC will not be liable for any costs caused by the Host DNO's delay in performing its work.

10.28 Unless otherwise stated, GTC will:

- (a) supply all material for the construction of the electricity distribution network. All electric cables and major plant will be delivered to site in advance of GTC's arrival. All deliveries of materials to the site will require a signature from You;
- (b) lay the electricity distribution network around the stated development;
- (c) (with the approval of ENC) undertake excavation in the public highway to NRSWA standards; and
- (d) return to connect individual houses to onsite electricity mains, provided the relevant electricity main has been commissioned. GTC will use reasonable endeavours to carry out such connections on the date requested by You, it being acknowledged by You that GTC normally requires a minimum of 10 working days' notice to carry out connections.

10.29 GTC will not undertake any works beneath any site scaffolding.

10.30 The Quotation is based on GTC connecting no less than three individual houses to onsite electricity mains at each visit. The connecting of fewer than three individual houses to onsite electricity mains at each visit may incur additional cost chargeable to You.

**Water Distribution Network – where the Host Water Company is the Water Company**

10.31 Unless otherwise stated, GTC will arrange for the PoC from the existing main of the Host Water Company, subject to the Host Water Company's terms and conditions. All PoC applications will be in GTC's name, unless the Host Water Company stipulates otherwise. GTC will also liaise with the local fire authority as to the installation of fire hydrants.

10.32 All payments for the connection to the Host Water Company's network will be passed through to, and be payable by, You and identified as such.

10.33 If any changes are made by the Host Water Company to its costs for providing the PoC, this will be passed on to, and be payable by, You.

10.34 GTC will endeavor to ensure that the Host Water Company performs within the required timescales that You need. GTC will not be liable for any costs caused by the Host Water Company's delay in performing its work.

10.35 Unless otherwise stated, GTC will:

- (a) supply all material for the construction of the water distribution network. All deliveries of materials to the site will require a signature from You;
- (b) lay the water distribution network around the stated development;
- (c) undertake excavation in the public highway to NRSWA standards; and

- (d) return to connect individual houses to onsite water mains, provided the relevant water main has been commissioned. GTC will use reasonable endeavours to carry out such connections on the date requested by You, it being acknowledged by You that: (i) GTC normally requires a minimum of 10 working days' notice to carry out connections; and (ii) the Host Water Company may dictate the specific timing of these works as it is entitled to inspect them and the pipes laid by You into the individual houses.

10.36 GTC will not undertake any works beneath any site scaffolding.

10.37 The Quotation is based on GTC connecting no less than three individual houses to onsite water mains at each visit. The connecting of fewer than three individual houses to onsite water mains at each visit may incur additional cost chargeable to You.

**Water Distribution and Sewerage Network – where IWNL is the Water Company**

10.38 Unless otherwise stated, GTC will arrange for the PoC from the existing main of the Host Water Company, subject to the Host Water Company's terms and conditions. GTC will also liaise with the local fire authority as to the installation of fire hydrants.

10.39 GTC will endeavor to ensure that the Host Water Company performs within the required timescales that You need. GTC will not be liable for any costs caused by the Host Water Company's delay in performing its work.

10.40 Unless otherwise stated, GTC will:

- (a) supply all material for the construction of the water distribution network (such water distribution network ending at the boundary of the adopted highway). All deliveries of materials to the site will require a signature from You;
- (b) lay the water distribution network around the stated development;
- (c) undertake excavation in the public highway to NRSWA standards; and
- (d) return to connect individual houses to onsite water mains, provided the relevant water main has been commissioned. GTC will use reasonable endeavours to carry out such connections on the date requested by You, it being acknowledged by You that GTC normally requires a minimum of 10 working days' notice to carry out connections.

10.41 GTC will not undertake any works beneath any site scaffolding.

10.42 The Quotation is based on GTC connecting no less than three individual houses to onsite water mains at each visit. The connecting of fewer than three individual houses to onsite water mains at each visit may incur additional cost chargeable to You.

10.43 If We are to provide the sewerage network at the site (as set out in the Quotation), You and IWNL will execute an agreement under section 104 of the Water Industry Act 1991 (as amended) prior to commencement of the works. It is acknowledged and agreed that the construction and adoption of any sewerage network at the site shall be governed by such agreement.

### Fibre Optic Distribution Network

- 10.44 Unless otherwise stated, GTC will arrange for the PoC from the backhaul circuit of the Fibre Network Operator, subject to the Fibre Network Operator's terms and conditions. All PoC applications will be in GTC's name (on behalf of INGNL) and have to be approved subject to terms and conditions by the Fibre Network Operator prior to any works commencing.
- 10.45 All payments for the connection to the Fibre Network Operator's network will be passed through to, and be payable by, You and identified as such.
- 10.46 If any changes are made by the Fibre Network Operator to its costs for providing the PoC, this will be passed on to, and be payable by, You.
- 10.47 GTC will endeavor to ensure that the Fibre Network Operator performs within the required timescales that You need. GTC will not be liable for any costs caused by the Fibre Network Operator's delay in performing its work.
- 10.48 Unless otherwise stated, GTC will:
- (a) supply all material for the construction of the Fibre Optic Distribution Network excluding materials for the chambers save for the chamber frame and cover. All cables and major plant will be delivered to the site in advance of GTC's arrival. All deliveries of materials to the site will require a signature from You;
  - (b) subject to clause 10.44, lay the Fibre Optic Distribution Network around the stated development; and
  - (c) undertake excavation in the public highway to NRSWA standards.
- 10.49 GTC will not undertake any works beneath any site scaffolding.
- 10.50 It is your responsibility to:
- (a) install the Fibre Optic Distribution Network ducting provided by GTC, such installation to be carried out in compliance with the specification, layout plan and design drawing provided by GTC;
  - (b) construct all required chambers and install the chamber frames and covers provided by GTC, such installation to be carried out in compliance with the specification, layout plan and design drawing provided by GTC;
  - (b) construct the OSCP in compliance with the specification and design drawing provided by GTC and ensure that the OSCP is fit for purpose and provided with a suitable electricity connection and supply; and
  - (c) ensure that an OSCP handover form GF-CIC-FM-0352, provided by GTC, is completed and returned with, where appropriate, copies of relevant planning permission and final building regulations approval documentation before equipment can be installed and commissioned. Failure to provide the required documentation could result in site connection delays and additional third party civil engineering inspection costs being incurred which GTC would recharge to You.

- 10.51 Prices assume internal optical network termination ("ONT") devices will be installed within one linear metre of a dual socket power supply and appropriate home network distribution points unless indicated otherwise in the Quotation. External ONT devices if required will be at an additional cost to you and you agree to pay GTC such cost upon demand.
- 10.52 The Quotation is based on GTC connecting no less than three ONT devices at each visit. The connecting of fewer than three ONT devices at each visit may incur additional cost which will be chargeable to You.
- 10.53 GTC will install the Fibre Optic Distribution Network in accordance with Combined Fibre Technical Standards Document for Single and Multiple Dwelling Units GF-TGI-IG-0016.

## 11 DOCUMENTATION

- 11.1 The following documents should be included with the Terms and Conditions:
- (a) GG-SCM-FM-0121 - I&C Appointment of Gas Transporter and Meter Asset Owner (as applicable);
  - (b) GG-SCM-FM-0065 - Domestic Appointment of Gas Transporter and Meter Asset Owner (as applicable);
  - (c) GE-SCM-FM-0122 - Appointment of IDNO (as applicable);
  - (d) GW-SCM-FM-0351 - Appointment of Water Company (as applicable);
  - (e) GF-SCM-FM-0350 - Appointment of FODN Owner (as applicable);
  - (f) GU-SCM-FM-0063 - Acceptance of Quotation (as applicable); and
  - (g) Network Design Drawing.

Additional copies are available on request. These documents are uncontrolled.

- 11.2 After the Acceptance of Quotation has been signed and returned by You, the following documents will be supplied:
- (a) GG-TGI-IG-0014 - Technical Guidelines and Safety Information for Property Developers (Gas);
  - (b) GE-TGI-IG-0015 - Technical Guidelines and Safety Information for Property Developers (Electricity);
  - (c) GW-TGI-IG-0017 - Technical Guidelines and Safety Information for Property Developers (Water); and
  - (d) GF-TGI-IG-0016 - Combined Fibre Technical Standards Document for Single and Multiple Dwelling Units

## 12 LIABILITY

- 12.1 Neither party shall exclude liability for death or personal injury caused by its negligence or its agents acting within the scope of their duties.
- 12.2 The aggregate maximum liability of GTC under or arising from the Agreement for any loss caused or contributed to by it shall in no circumstances exceed in aggregate:

- (a) where the Quotation provides for 500 or fewer Plots to be connected, £250 per Plot; or
  - (b) where the Quotation provides for more than 500 Plots to be connected, the lower of (i) a sum equal to £250 per Plot and (ii) £500,000.
- 12.3 GTC shall, in no circumstances, be liable to you in respect of any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise):
- (a) any indirect, incidental, special or consequential loss or damage (whether or not such loss or damage is of the type specified below);
  - (b) loss of goodwill;
  - (c) loss of business;
  - (d) loss of revenue or of the use of money;
  - (e) loss of contracts
  - (f) loss of use or downtime;
  - (g) loss of anticipated savings;
  - (h) loss of or corruption to data (including software) or other information;
  - (i) in circumstances where you have contracted separately with a third party for the provision of a water distribution network, any loss or damage caused or contributed to by an act or omission of such third party

### **13 ASSIGNMENT AND SUB-CONTRACTING**

- 13.1 GTC may assign to any person the benefits and rights arising under the Agreement without Your consent.
- 13.2 GTC may, without Your consent, sub-contract the performance of its obligations under the Agreement to any other member of the GTC Group or any contractor who has satisfied GTC's conditions of pre-qualification, provided that any such sub-contracting shall not relieve GTC of its obligations or liabilities arising out of, or in connection with, the Agreement.

### **14 FORCE MAJEURE**

If either party is prevented from or hindered or delayed in performing any obligations under the Agreement by reason of any circumstances beyond its reasonable control, it shall be excused performance to the extent affected by the circumstances concerned so long as it shall both have given notice to the other party of those circumstances promptly after they first affected performance and use all reasonable commercial endeavours to remove or avoid their cause or effect.

### **15 ENTIRE AGREEMENT**

The Agreement supersedes all prior agreements and arrangements of whatever nature and sets out the entire agreement and understanding between the parties relating to its subject matter.

### **16 FURTHER ASSURANCE**

Each party undertakes, at the request of the other party, to take such action and execute such documents as may be reasonably required to give effect to the Agreement.

### **17 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No provision of the Agreement is intended to benefit or be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 but this shall not affect any right or remedy of a third party that exists or is available apart from that Act.

### **18 INDEPENDENT CONTRACTORS AND AGENCY**

The parties are independent contractors and nothing in the Agreement and no action taken by the parties pursuant to the Agreement shall constitute, or be deemed to constitute, between the parties a partnership, association, joint venture or other co-operative entity.

### **19 WAIVER**

The failure of either party to exercise or enforce any right conferred on that party by the Agreement shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

### **20 GOVERNING LAW**

All matters relative to the Agreement shall be governed and construed in all respects by English law for all sites.

### **21 ADJUDICATION**

Either party may refer any dispute or difference arising under the Agreement to adjudication in accordance with The Scheme for Construction Contracts (England and Wales Regulations) 1998 (SI 1998/649) as amended by the Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendments) (England) Regulations 2011 which shall apply, except that:

- 21.1 paragraph 7(2) of the Scheme shall be amended by adding at the end:

*"Such referral notice shall not exceed 50 A4 pages (single-sided) in total and the Adjudication shall not have regard to any such additional pages, without consent of the parties to the referral notice."*; and

- 21.2 the referring party shall request the Construction Industry Council to nominate an adjudicator.

### **22 CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

- 22.1 You undertake that You will treat in confidence and not at any time hereafter use or disclose to any person, except to Your professional representatives or as may be required by law or any legal or regulatory authority, this Agreement or any confidential information concerning the business or affairs of the GTC Group which may have or may in the future come to Your knowledge.

- 22.2 You shall not use any such confidential information for any purpose other than for the exercise of Your rights, or the performance of Your obligations, under this Agreement, unless You first obtain the prior written approval of GTC.
- 22.3 If You become aware of any breach of confidence or unauthorised use of any such confidential information, You shall promptly notify GTC.
- 22.4 You acknowledge and agree that You shall in no circumstances acquire any right, title or interest in respect of the intellectual property rights owned by or licensed to GTC or any member of the GTC Group (including patents, trade marks, database rights, rights in designs, copyrights and topography rights (in each case whether registered or unregistered and including applications to register any of the foregoing) and all rights in the nature of any of the foregoing anywhere in the world).
- 22.5 The provisions of this clause 22 shall survive the termination of this Agreement.