

**1 Defined terms**

1.1 "**Agreement**" means, subject to paragraph (15) of these Standard Conditions, the agreement between GTC and the Customer

1.2 "**Customer**" means the person named in the Quotation

1.3 "**GTC**" means GTC Infrastructure Limited.

1.4 "**Normal Working Hours**" means the hours of 8.30am to 5.00pm Monday – Friday

1.5 "**Standard Conditions**" means these terms and conditions.

1.6 "**The Quotation**" means the form attached hereto

1.7 "**The Quoted Prices**" means the prices set out in the Quotation

1.8 "**The Works**" means the works set out in the Quotation

1.9 "**Working Day**" means a day during which the Clearing Banks in London are normally open for business

**2. Quotations and Acceptance**

2.1 The Quotation shall remain open for acceptance for 30 days but may be withdrawn by GTC by notice in writing at any time prior to acceptance.

2.2 The Quoted Prices are exclusive of VAT. Any VAT properly payable in respect of the Works will be charged to the Customer in addition to the quoted prices.

2.3 The Quoted Prices are based on the assumption that the whole of the Works will be carried out by GTC and its contractors, who will be provided free and unrestricted access to the site during the Normal Working Hours.

2.4 GTC shall not, unless otherwise agreed, be bound to carry out work outside Normal Working Hours, but where at the request of the Customer or for reasons of safety or in compliance with the requirements of any authority, work is carried out outside those hours. GTC shall be entitled to access as provided for in the previous paragraph 2.3 and shall be entitled to make a reasonable additional charge for the extra cost incurred.

**3. The Works**

3.1 Unless otherwise expressly stated the Works do not include (and the Quoted Prices are exclusive of) the following:-

- (i) cutting away;
- (ii) painting and polishing of pipes;
- (iii) provision of electric cables and points and other electrical work;
- (iv) provision and erection of scaffolding;
- (v) protection of pipe work where it may come into contact with corrosive materials;
- (vi) other builder's work including permanent reinstatement of trenches in private ground;
- (vii) making good and/or decorative work except the making good of damage caused by GTC, its servants, agents or contractors;
- (viii) the provision and fitting of any sleeves, ducts or chambers which are required;
- (ix) provision of water pipes and connections and other plumbing work;
- (x) measures required to protect equipment from adverse environmental conditions and/or harmful substances whose presence is not apparent on GTC inspection upon which the Quotation is based;
- (xi) work with asbestos or any other toxic or hazardous substance;
- (xii) any work including inspection, installation, alteration or testing downstream of the meter outlet point;
- (xiii) final connection from the meter outlet point to the installation pipe or commissioning of such pipe.

3.2 The Customer shall reimburse GTC in respect of any amount not included in the Quotation necessarily incurred or expended by GTC as a result of the Customer failing to carry out its obligations hereunder.

**4. Commencement of Works**

4.1 Unless otherwise agreed in writing between GTC and the Customer, GTC shall commence the Works within a reasonable time after acceptance of the Quotation by the Customer and in any event within 180 days of acceptance of the quotation by the Customer, otherwise GTC will have the right to terminate this Agreement in accordance with paragraph 12.1(b) below.

4.2 GTC will not be required to commence any Works nor to deliver any materials to the site, unless payment of all sums due under the terms of this Agreement are received by GTC in accordance therewith.

**5. Charges**

5.1 GTC shall be at liberty to require the full amount of the Contract Sum or a proportion thereof to be paid before commencing the Works.

5.2 All variations, alterations or additions to the Works shall be paid for by the Customer. GTC shall be at liberty to refuse to undertake any variation or variations which either alone or taken together substantially change the volume or the nature of the Works to be carried out pursuant to this Agreement.

**6. Customer Obligations**

6.1 The Customer shall be responsible at his/her own cost for the following:

- (a) obtaining any necessary easements, wayleaves, permissions, consents or licences which are necessary before GTC can undertake the Works;
- (b) providing such information, drawings or specification within his possession as GTC may reasonably request;
- (c) providing details of the proposed finished ground level where it is intended that such level shall be altered other than by GTC in the course of the Works and providing such finished level of the area on which GTC is to place equipment in conjunction with the Works;
- (d) providing and constructing suitable meter housing in accordance with clause 7 of this Agreement;
- (e) providing suitable secure storage space for keeping tools, fittings and materials;
- (f) making available electric power for the operation of tools and testing of equipment;
- (g) making available any equipment or facilities required in the Quotation to be provided by the Customer;
- (h) ensuring that neither the Customer nor its employees, agents or contractors interfere with any equipment or materials provided by GTC in connection with the Works.

**7. Meter Housings**

7.1 Meter Housings provided must be in accordance with the guidance given in British Standard BS 6400, the Ofgem metering code of practice for Meter Asset Managers and the Institution of Gas Engineers recommendations and procedures on gas meter installations. Meter cupboards, for typical domestic meters, must allow a space measuring at least 550mm width, 550mm height and 300mm depth and must allow reasonable access for the installation, exchange, maintenance and reading of the meter. Your attention is drawn to the special restrictions and provisions in the Gas Safety (Installation and Use) Regulations, relating to the installation of gas meters on or near escape routes such as stairways.

**8. Sub-contracting**

8.1 GTC shall be at liberty to sub-contract the whole or any part of the Works and may assign any contract resulting from the acceptance of this quotation to any third party of its choice.

**9. Completion**

9.1 The date for completion of the Works shall be extended to the extent any delay is due to circumstances which are beyond the control of GTC, which expression without prejudice to its generality includes:

- (a) the non-availability of essential personnel;
- (b) the non-availability for any reason of meters and/or materials;
- (c) the refusal, neglect or delay on the part of the Customer or his servants, agents or tenants to afford, or in affording access to the site, or by reason of the site being rendered until for work to be carried out there under the contract by vandalism, squatting, other actions of third parties, or by infestation of insects or vermin;
- (d) industrial action by employees of the Customer or GTC or its contractors;
- (e) the discovery of items of historical, archaeological, or specific scientific interest or ground conditions which could not have been reasonably foreseen;
- (f) exceptional adverse weather conditions;
- (g) any event or circumstance of force majeure;
- (g) delays of which GTC would not have reasonably been aware at the date of issue of the Quotation imposed under the terms of any licence issued under the new Roads and Street Works Act 1991 or reasonably requested by any Highway Authority acting in accordance with its statutory powers.

9.2 Provided that GTC uses all reasonable endeavours to avoid and minimise delay it shall not be liable to the Customer in respect of any delay in completing the Works.

9.3 In the event that any of the circumstances referred to in the previous paragraph 9.1 prevents GTC from performing the Works, the Agreement will terminate forthwith and the provisions of paragraph 12.2 of these Conditions shall apply.

**10. Equipment and Materials**

10.1 Unless otherwise provided in the Quotation GTC shall at all times own the equipment and materials provided or installed by it in connection with the Works. Risk of damage or loss of such equipment and materials shall be the Customer's after delivery to site (unless due to the wrongful act of GTC or its contractors) and GTC shall be entitled to charge the Customer in respect of any necessary repair or replacement.

**11. Intellectual Property**

11.1 All patents, copyright or other intellectual property rights in documents or items created or provided by GTC in connection with the Works shall be owned by GTC and the Customer shall return any copies thereof in its possession on demand or, in any event, on completion of the Works.

The Customer grants GTC a royalty-free non-exclusive licence to use any intellectual property of the Customer for the purpose of enabling GTC to carry out the Works and warrants to GTC that it is entitled to grant such licence.

**12. Termination**

12.1 This Contract may be terminated:

- (a) by the Customer upon 14 days prior written notice to GTC;
- (b) by GTC forthwith on written notice.

(i) If the Customer goes into liquidation (or being an individual is made bankrupt) or compounds with or convenes a meeting of its creditors or has a receiver, manager or administrator appointed or ceases or threatens to cease to carry on business.

(ii) If the Customer is in material breach of his Contract and has failed to remedy such breach within 14 days after having been given notice in writing requiring the breach to be remedied.

Provided that it shall terminate after a period of 180 days commencing with the date of acceptance of the Quotation in the event that the Works have not commenced within that time.

12.2 Upon such termination GTC shall be entitled to receive:

- (i) for payment of all sums due at the date of termination;
- (ii) reimbursement of costs and expenses reasonably incurred by GTC at the date of remuneration;
- (iii) costs and expenses reasonably incurred or for which GTC is unable contractually to void in connection with contracts placed in connection with carrying out the Works; and
- (iv) costs incurred in reinstating the site and removing equipment and materials as a result of termination.

**13. Liability**

13.1 If GTC shall be in breach of its obligations under this Agreement the damages, if any, for which GTC shall be liable shall be limited to the costs of making good defects in design, workmanship or materials (which shall not exceed five hundred thousand pounds (£500,000) per event or series of events) and shall not include compensation for loss of profit or for any consequential loss whatsoever or for any loss which is of a nature or magnitude which was not reasonably foreseeable at the time of making the Quotation.

13.2 GTC accepts no liability for any defect (or for its repair) which is caused directly or indirectly by the negligence or default of the customer or of any third party.

13.3 GTC should have the right, at its sole option, to repair or replace any defective work or part, and any part removed, automatically becomes the property of GTC.

13.4 The foregoing provisions of this Condition 13 set out the Customer's sole and exclusive remedy against GTC for any defects, however caused, and for any loss, damage or expense caused by or relating to any defect, but nothing shall restrict any liability of GTC for death or personal injury caused by its negligence.

**14. Disputes**

14.1 In the event of a dispute arising between the parties in connection with this Agreement they agree to meet within 14 days and shall endeavour to reach a satisfactory conclusion prior to entering into litigation.

**15. Entire Agreement**

15.1 These Standard Conditions together with the Quotation shall constitute the entire agreement between the Customer and GTC and no waiver, alteration or modification of this agreement shall be valid unless made in writing and signed by a duly authorised representative of GTC.

**16. Governing Law**

16.1 This Agreement shall be governed and construed in all respects by English law for all sites.

**17. Unenforceable terms**

17.1 If any of the provisions of this Agreement is found by a court or other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. Notwithstanding the foregoing the parties shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

**NOTICES**

This project may be covered by the Construction Design and Management Regulations 2015. GTC are obliged under these regulations to notify you of their existence and of the existence of the Approved Code of Practice (ACOP) - "Managing construction for health and safety" - published by the Health and Safety Executive. These regulations place certain duties on you as the client and also on any consultants and/or contractors that you may employ in relation to this Agreement.

The regulations impose a duty on you to determine whether the regulations apply to the Works and to ensure that adequate provision is made for the health and safety of the Works.