

**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 and Appointment of Transporters" means the acceptance of quotation and appointment of transporters form (GU-SCM-FM-1005) 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 and the Acceptance of Quotation and Appointment of Transporters;

"Data Protection Legislation" means the Data Protection Act 2018, the UK GDPR (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019/419) and the Privacy and Electronic Communications (EC Directive) Regulations 2003;

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

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

"GTC" means GTC Infrastructure 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 Synergy 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;

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

"OFNL" means Open Fibre Networks Limited, registered in England and Wales under number 05412813 and whose registered office and business address is at Synergy 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, You (in the case of a transfer of the entire site) and any third party 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 (if any) prepared by GTC in relation to the Distribution Network;

"Site" or "site" means the site or development specified in the Quotation;

"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;

"Upstream Gas Transporter" means the upstream gas transporter to which the gas distribution network will be connected;

"Wastewater Network" means the wastewater network to be owned by IWNL which may include any, or all, of the following: any sewerage/foul water network, any separate surface water network for the collection of surface water runoff and any Sustainable Urban Drainage System (SuDS). The elements of the wastewater network to be owned by IWNL will be specified in the Quotation.

"Water Company" means IWNL (if specified in the Quotation) or the Host Water Company to which the water distribution network and Wastewater Network shall be connected and which shall adopt the water distribution network and Wastewater 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 and Appointment of Transporters to You or (if earlier) GTC commences the provision of the Distribution Network for You. Any Quotation for a water distribution

network and Wastewater Network is given on the basis that the Agreement will not take effect until GTC dispatches an acknowledgement of the Acceptance of Quotation and Appointment of Transporters 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 Appointment of Transporters and shall, subject to this Agreement, be completed by GTC in accordance with any build out programme set out in the Quotation. If works commence more than 180 days after the date of the Acceptance of Quotation and Appointment of Transporters, 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). Ownership of the Distribution Network, or any part thereof as and when it is installed or constructed, shall remain with GTC and shall not pass to You. If before completion of the Distribution Network the Customer becomes subject to any of the events listed in Clause 9.15, then, without limiting any other right or remedy GTC may have, you will grant GTC access to the site for the purpose of GTC securing and/or recovering the Distribution Network, or any part thereof. Following completion of the Distribution Network 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 Wastewater Networks) and/or OFNL (for Fibre Optic Distribution Networks).
- 3.3 You acknowledge and agree that GPL (for gas distribution networks), ENC (for electricity distribution networks), IWNL (for water distribution networks and Wastewater Networks) and/or OFNL (for Fibre Optic Distribution Networks) shall not be required to be make any infrastructure that forms part of the Distribution Network operational until all rights, consents and approvals (including, without limitation, any planning permission, easements, servitudes, wayleaves or land transfers) required in respect of the relevant infrastructure have been obtained by You and granted to GPL (for gas distribution networks), ENC (for electricity distribution networks), IWNL (for water distribution networks and Wastewater Networks) and/or OFNL (for Fibre Optic Distribution Networks) in accordance with this Agreement.
- 3.4 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.
- 3.5 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.
- 3.6 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.

- 3.7 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, documentation, consents and assistance as GTC may reasonably request and consider reasonably necessary in order to provide the Distribution Network and make any New Appointment and Variation (or equivalent) application for IWNL in respect of the water distribution network and/or Wastewater Network;
- (b) to provide GTC with regular updates regarding the progress and status of all works at the Site (other than works for which GTC is responsible);
- (c) 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 Wastewater Networks) and/or OFNL (for Fibre Optic Distribution Networks);
- (d) 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 OFNL;
- (e) 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 OFNL as necessary free of charge. You must also ensure that GTC, GPL, ENC, IWNL, OFNL, 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;

- (f) 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;
- (g) 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) and to complete the IWNL contaminated land assessment pro forma;
- (h) to warrant and guarantee any sub-station building, equipment housing, OSCP, pumping stations, treatment works and associated engineering works adopted by ENC, OFNL or IWNL against structural faults for a period of ten years from the date of handover and acceptance;
- (i) 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;
- (j) at Your cost and unless otherwise agreed with GTC in the Quotation, prior to the commencement of GTC's works at the site or otherwise to enable any build out programme in the Quotation or other timeline specified by GTC to be achieved, to procure that:
- i. adequate trenches are excavated as necessary at the site to enable GTC to construct, install and connect the Distribution Network to each Plot;
  - ii. all reinforcement works that are required by a Host Water Company, Fibre Network Operator, Upstream Gas Transporter or Host DNO are completed, to the satisfaction of such Host Water Company, Fibre Network Operator, Upstream Gas Transporter or Host DNO; and
  - iii. all off-site works are completed; and
- (k) 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 and Appointment of Transporters, You warrant that:
- (a) 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; and

- (b) You have the requisite authority (including in relation to any land owned by a third party, on behalf of any such third party) to enter into this Agreement with GTC on these terms and to comply with all of Your obligations under this 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 You acknowledge that the water distribution network that IWNL adopts at the Site will remain the property of IWNL and IWNL (or its appointed sub-contractor) will be responsible for the operation and maintenance of its network.
- 6.4 You acknowledge that the Wastewater Network that IWNL adopts at the Site will remain the property of IWNL and IWNL (or its appointed sub-contractor) will be responsible for the operation and maintenance of its network.
- 6.5 You acknowledge the Fibre Optic Distribution Network that OFNL adopts at the Site will remain the property of OFNL and OFNL (or its appointed sub-contractor) will be responsible for the operation and maintenance of its network.
- 6.6 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 Acceptance of Quotation and Appointment of Transporters, 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 to GTC any documents which GTC may require to complete the appointment of GPL as gas transporter and meter asset owner in respect of the gas distribution network;
- (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 to GTC any documents which GTC may require to complete the appointment of ENC as IDNO in respect of the electricity distribution network;

- (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 Wastewater Network and/or its adoption by IWNL, appoint IWNL as owner of the water distribution network and Wastewater Network and sign and return to GTC any documents which GTC may require to complete the appointment of IWNL as the Water Company in respect of the water distribution network and Wastewater Network;

- (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 OFNL, appoint OFNL as owner of the Fibre Optic Distribution Network and sign and return to GTC any documents which GTC may require to complete the appointment of OFNL as FODN Owner in respect of the Fibre Optic Distribution Network; 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 Wastewater 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 OFNL, 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 wastewater 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 Wastewater Network and/or OFNL 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 OFNL (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 of the site 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 You fail to comply with Your obligations under clause 5.1(j) above or the Quotation provides that GTC shall procure the relevant works referred to in clause 5.1(j), You agree that GTC has the right, at GTC's sole discretion, to undertake such works on Your behalf or procure such works in order to enable GTC to commence the installation and construction of the Distribution Network and to connect the Distribution Network to each Plot provided that:
- (a) GTC will use reasonable endeavours to minimise the cost of such works; and
- (b) GTC reserves the right to recover all associated costs from You prior to the commencement of such works.
- 7.4 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 all associated costs from You prior to commencing such additional works.
- 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 Host Water Company is to be the 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:
- (a) to pay GTC the amounts set out in the Quotation and any amounts charged to GTC by the Host DNO, Fibre Network Operator, Upstream Gas Transporter and/or Host Water Company including for non-contestable works and infrastructure charges; and
- (b) to pay to GTC (or the relevant third party) any cost or charges referred to in clause 9.3 or 9.4 below which is necessary to facilitate the provision of the Distribution Network.
- 9.2 Nothing in this Agreement obliges GTC to commence or continue any works at the site before payment by You to GTC of all amounts due in accordance with the terms of
- this clause 9 and the Quotation.
- 9.3 Any amount in the Quotation which is not expressed to be fixed or which is expressed to be assumed, indicative, provisional or an estimate is not a final cost or charge and you acknowledge and agree that You shall be liable to pay any actual costs payable or incurred by the GTC Group as notified to You by GTC in respect of any such amount.
- 9.4 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-TGI-IG-0393;
- (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 costs of the Host DNO, Fibre Network Operator, Upstream Gas Transporter or Host Water Company (including any charges payable by GTC to the Host DNO, Fibre Network Operator, Upstream Gas Transporter or Host Water Company);
- (e) 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;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) 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 Appointment of Transporters;
- (j) 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; and
- (k) any other item which is stated to be excluded from the Quotation.
- 9.5 The pricing in the Quotation is based on each Plot:

- (a) being connected to the Fibre Optic Distribution Network to be owned by OFNL in accordance with this Agreement; and
- (b) not, at any time prior to connection of the final Plot to the Fibre Optic Distribution Network to be owned by OFNL, being connected to a telecommunications network which is owned by a third party network operator (and not OFNL or any member of the GTC Group) as well as the Fibre Optic Distribution Network to be owned by OFNL in accordance with this Agreement. To the extent that either of the foregoing conditions of this clause 9.5 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 to recover any losses it suffers as a result of any such conditions not being satisfied (up to the level of the GTC Group's committed or incurred costs (including the cost of its capital investment) that may not be recovered as a result of such connection.
- 9.6 GTC may, at its sole discretion, require You to (and, if so required, You shall) pay any of the charges referred to in clauses 9.3, 9.4 and 9.5 and any additional charges (including without limitation those envisaged in clauses 3.1 and 7.2) in addition to the prices set out in the Quotation.
- 9.7 Without prejudice to clauses 9.3, 9.4 and 9.5, 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 (and, if so required, You shall) pay such increased amount in addition to any amounts already paid or payable by You in respect of such part of the Distribution Network.
- 9.8 No amounts payable by You under this Agreement shall be conditional on any sale or transfer of the site, any parcel of land or any Plot, in whole or in part, to a third party.
- 9.9 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 (£).
- 9.10 GTC may submit valid invoices to You at any time for (a) any valid amounts charged to GTC by the Host DNO, Fibre Network Operator, Upstream Gas Transporter and/or Host Water Company for non-contestable works and infrastructure charges (including any costs associated with any reinforcement works); and (b) any amounts specified in this Agreement. 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.
- 9.11 The final date for payment shall be 14 days from the due date.
- 9.12 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 9.14, 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.
- 9.13 If Your Payment Notice is not given in accordance with clause 9.12, the amount of the payment to be made by You shall, subject to any Your Pay Less Notice under clause 9.14, be the sum stated as due in the invoice submitted in accordance with clause 9.10.
- 9.14 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.
- 9.15 Without affecting any other rights or remedies of GTC, if:
- (a) You fail to pay GTC any amount (including any charges under clause 9.6) 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;
- (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); or
- (c) You materially breach any of Your obligations under this Agreement and such breach continues without remedy 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 this Agreement and the ground(s) on which it intends to suspend performance,
- then GTC may suspend such performance of all or any of its obligations under the Agreement until payment in full occurs or until the Insolvency Event or material breach is no longer continuing. For the avoidance of doubt, any such suspension of performance by GTC may, at GTC's sole discretion, be limited to the suspension of performance of its obligations in relation to any or all of the networks that form the Distribution Network at the site.
- 9.16 Where GTC exercises its right of suspension under clause 9.15, GTC shall be entitled to (and You shall pay upon demand by GTC) a reasonable amount in respect of costs

and expenses reasonably incurred by GTC as a result of the exercise of the right.

- 9.17 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 Wastewater Network until such amounts invoiced under clause 9.10(a) have been paid to GTC by You. If You fail to pay to GTC any amounts relating to any Distribution Network under clause 9.10(a) in full by the final date for payment in accordance with this Agreement and such failure continues for thirty days after GTC has given You written notice that such payment is overdue, GTC may terminate this Agreement in so far as it relates to the relevant Distribution Network.
- 9.18 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.
- 9.19 Subject to clause 9.18, the final date for payment shall be 30 days from the due date.
- 9.20 Invoices from You will be accepted on a pro rata basis, but only after the relevant connections have been made.
- 9.21 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 9.23, 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.
- 9.22 If the GTC Payment Notice is not given in accordance with clause 9.21, the amount of the payment to be made by GTC shall, subject to any GTC Pay Less Notice under clause 9.23, be the sum stated as due in the invoice submitted in accordance with clause 9.18.
- 9.23 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.
- 9.24 Where an I&C network is constructed by GTC, full payment is required with receipt of the Acceptance of Quotation and Appointment of Transporters 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.
- 9.25 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.

- 9.26 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.

- 9.27 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.

- 9.28 To make payment, GTC bank details are:

Bank name: Barclays Bank Plc  
 Address: UK Banking  
 1 Churchill Place  
 London  
 E14 5HP  
 Account Name: GTC Infrastructure 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. Unibox meter boxes must be securely fixed to the wall as per Technical Guidelines and Safety Information for Property Developers (Gas) GG-TGI-IG-0014. The Unibox can be fitted as surface mounted or set into the ground as semi submerged. 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 flat 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 flat 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 direct to outside. 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 flat development is to be built by timber frame or cross laminate timber 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-0393, 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;
- (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; and
- (s) appropriate waste management facilities are provided onsite and are made available for use by GTC.

- 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 GTC will endeavor to ensure that the Upstream Gas Transporter performs within the required timescales that You need. GTC will not be liable for any costs caused by the Upstream Gas Transporter's delay in performing its work.
- 10.22 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;
  - (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; and		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.
(e)	dispose of any waste material using the waste management facilities provided by You and made available to GTC.		
10.23	GTC will not undertake any works beneath any site scaffolding other than meter fitting.	10.33	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.
10.24	The Quotation is based on GTC laying full services at each visit. The part-laying of services may incur additional cost chargeable to You.	10.34	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.
<b>Electricity Distribution Network</b>		10.35	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.
10.25	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.	10.36	Unless otherwise stated, GTC will:
10.26	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.	(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;
10.27	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.	(b)	lay the water distribution network around the stated development;
10.28	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.	(c)	undertake excavation in the public highway to NRSWA standards;
10.29	Unless otherwise stated, GTC will:	(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; and
(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;	(e)	dispose of any waste material using the waste management facilities provided by You and made available to GTC.
(b)	lay the electricity distribution network around the stated development;	10.37	GTC will not undertake any works beneath any site scaffolding.
(c)	(with the approval of ENC) undertake excavation in the public highway to NRSWA standards;	10.38	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.
(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; and	<b>Water Distribution and Wastewater Network – where IWNL is the Water Company</b>	
(e)	dispose of any waste material using the waste management facilities provided by You and made available to GTC.	10.39	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.
10.30	GTC will not undertake any works beneath any site scaffolding.	10.40	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.
10.31	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.	10.41	Unless otherwise stated, GTC will:
<b>Water Distribution Network – where the Host Water Company is the Water Company</b>		(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;
10.32	Unless otherwise stated, GTC will arrange for the PoC from the existing main of the Host Water Company,		

- (b) lay the water distribution network around the stated development;
  - (c) undertake excavation in the public highway to NRSWA standards;
  - (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; and
  - (e) dispose of any waste material using the waste management facilities provided by You and made available to GTC.
- 10.42 GTC will not undertake any works beneath any site scaffolding.
- 10.43 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.
- 10.44 If We are to provide the Wastewater 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 Wastewater Network at the site shall be governed by such agreement.
- Fibre Optic Distribution Network**
- 10.45 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 OFNL) and have to be approved subject to terms and conditions by the Fibre Network Operator prior to any works commencing.
- 10.46 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.
- 10.47 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.
- 10.48 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.
- 10.49 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;
  - (c) undertake excavation in the public highway to NRSWA standards; and
- (d) dispose of any waste material using the waste management facilities provided by You and made available to GTC.
- 10.50 GTC will not undertake any works beneath any site scaffolding.
- 10.51 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;
  - (c) 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
  - (d) provide an appropriate location at the site for the installation of any mast required. GTC shall have sole discretion in deciding whether or not the location provided pursuant to this clause 10.51(d) is appropriate and shall not be required to provide a Fibre Integrated Reception System to the extent that an appropriate location is not provided. For the avoidance of doubt, a location will not be appropriate for the purposes of this clause 10.51(d) (and GTC shall not be required to provide a Fibre Integrated Reception System) where the location does not allow an adequate signal for a Fibre Integrated Reception System to be received.
- 10.52 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.
- 10.53 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.
- 10.54 GTC will install the Fibre Optic Distribution Network in accordance with GTC Technical Guidelines – Direct Lay Fibre to the Home Networks (GF-TGI-IG-0393).
- 11 DOCUMENTATION**
- 11.1 The following documents should be included with the Terms and Conditions:
- (a) GU-SCM-FM-1005 - Acceptance of Quotation and Appointment of Transporters; and
  - (b) Network Design Drawing.
- Additional copies are available on request. These documents are uncontrolled.
- 11.2 After the Acceptance of Quotation and Appointment of Transporters 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-0393 - GTC Technical Guidelines – Direct Lay Fibre to the Home Networks.

## **12 LIABILITY**

- 12.1 Neither party shall exclude liability for death or personal injury caused by its negligence or that of its agents acting within the scope of their duties.

- 12.2 Subject to clause 12.1, the maximum liability of GTC arising under or in connection with the Agreement, whether in contract, tort (including negligence) or otherwise 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; or

- (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.

- 12.4 Where You comprises more than one person, firm or company, such persons, firms and/or companies shall be jointly and severally liable for each of Your obligations under this Agreement.

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

- 13.1 You may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of GTC.

- 13.2 GTC may assign to any person the benefits and rights arising under the Agreement without Your consent.

- 13.3 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**

- 14.1 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.

- 14.2 For the purposes of clause 14.1 above, any delay in the completion of any works (including without limitation of any non-contestable and off-site works) caused directly or indirectly by You or any third party shall amount to a circumstance beyond GTC's reasonable control.

## **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.

## **23 DATA PROTECTION**

- 23.1 In this clause 23, the terms "**data controller**", "**data processor**", "**personal data**", "**data subject**" and "**process**" (and its derivatives) shall be as defined in the Data Protection Legislation. To the extent that either party processes personal data on behalf of the other party, the Parties acknowledge that for the purposes of the Data Protection Legislation and this clause 23, the party processing the personal data shall be the "data processor" and the other party shall be the "data controller".

- 23.2 Each party agrees that it will at all times comply with all requirements applicable to it under the Data Protection Legislation (whether acting in its capacity as data controller or data processor).

- 23.3 Neither party shall do anything (or omit to do anything) which will put the other party in breach of its obligations under the Data Protection Legislation.

- 23.4 The data processor shall only process personal data on behalf of the data controller in accordance with the data controller's written instructions (which shall include the terms of this Agreement) or where required to do so by applicable law (provided that the data processor has, prior to the relevant processing, informed the data controller of such requirement (unless any applicable law prohibits such notification)). Notwithstanding the foregoing, the data processor shall promptly inform the data controller if, in its opinion, an instruction given by

or on behalf of the data controller infringes the Data Protection Legislation.

- 23.5 Each party shall implement and maintain all appropriate technical and organisational measures:

- (a) to ensure a level of security appropriate to the risk to the relevant personal data when it is processed by that party;
- (b) to protect the relevant personal data from accidental or unlawful destruction, loss, alteration, damage, unauthorised disclosure or access; and
- (c) to assist the other party in the fulfilment of its obligations to respond to requests from data subjects exercising their rights under the Data Protection Legislation.

- 23.6 Without prejudice to the generality of clause 23.2, each party shall:

- (a) retain or process personal data for no longer than is necessary to carry out its obligations under the Agreement (subject to any applicable statutory or professional retention periods);
- (b) destroy or return to the other party (at the other party's option) all of the personal data on termination or expiry of the Agreement or otherwise when retention or processing of the personal data is no longer permitted pursuant to clause 23.6(a); and
- (c) comply with its obligations to report a personal data breach relating to the personal data to the appropriate supervisory authority and data subjects under Article 33 of the UK GDPR and shall promptly inform the other party of any such personal data breach regardless of whether there is a requirement to notify any supervisory authority or data subjects.

- 23.7 Each party shall, when acting as a data processor on behalf of the other party:

- (a) take all reasonable steps to ensure that access to the relevant personal data is limited to those personnel who require access to it for the purpose of complying with the data processor's obligations under this Agreement and that such personnel are bound by enforceable obligations of confidentiality;
- (b) not process or transfer the data controller's personal data outside of the European Economic Area (or permit such personal data to be so processed or transferred) unless: (i) it has obtained the data controller's prior written consent; and (ii) it takes all such measures as are required by the data controller to ensure such processing or transfer is in compliance with the Data Protection Legislation;
- (c) obtain the express prior written consent of the data controller before engaging another processor (a "sub-processor") and when engaging a sub-processor, that the data processor shall ensure that such sub-processor is engaged by way of a written contract which imposes obligations on such sub-processor which are equivalent to the obligations imposed on the data processor pursuant to this clause 23 (whereby any relevant reference to "processor" within the UK GDPR shall be read as if it were a reference to the "sub-processor") and the data processor shall remain liable to the data controller in respect of any breach of this clause 23 that is caused by an act, error or omission of such sub-processor; and
- (d) make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in this clause 23 and allow for and

contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller; provided that the data processor shall immediately inform the other if, in the data processor's opinion, an instruction infringes the Data Protection Legislation.

23.8 Each party agrees to provide the other promptly with:

- (a) all such assistance as is reasonably requested by the other to facilitate the response to a personal data breach in an expeditious and compliant manner;
- (b) details of any dispute, claim or investigation brought or commenced by a regulatory authority or a data subject in relation to the processing by either party of any personal data; and
- (c) all such information as is reasonably requested by the other in relation to the fulfilment of its obligations pursuant to a request made by a data subject under Article 15 of the UK GDPR.

23.9 For the avoidance of doubt, the Parties acknowledge and agree that in respect of the processing under this Agreement:

- (a) **The subject matter of the processing is:** personal details of customers connected to the Distribution Network;
- (b) **The duration of the processing is:** the duration of this Agreement;
- (c) **The nature and purpose of the processing is:** to perform the obligations under the Agreement and, on an ad hoc basis, contact individuals living in properties connected to the Distribution Network for the purposes of resolving matters directly related to the Distribution Network;
- (d) **The type of personal data is:** name, address, contact details including phone number and/or e-mail; and
- (e) **The categories of data subjects are:** individuals living in properties connected to the Distribution Network.