

Scotland Gas Networks

Terms and conditions for an alteration to the gas service pipe to domestic premises

Effective from 20 July 2018



SGN

Your gas. Our network.

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These terms and conditions, form part of a legally binding Contract You will be entering into with SGN. If you are unsure about your rights and obligations under this Contract, You are strongly advised to obtain independent legal advice before sending Us your Order. You can obtain advice from a solicitor or the Citizen's Advice Bureau.

1 THE CONTRACT

- 1.1 This Contract (as defined at Clause 2.13 below) is made between
- 1.1.1 Scotland Gas Networks plc, a company incorporated in Scotland (company No. SC264065) and having its registered office at Axis House, 5 Lonehead Drive, Newbridge, Edinburgh, Scotland, EH28 8TG ("**SGN**", "**We**", "**Us**"); and
- 1.1.2 the person(s) to whom the Quote (as defined at Clause 2.2 below) is addressed ("**Customer**", "**You**", "**Your**").
- 1.2 Please note that SGN uses SGN Connections Limited to act as its agent for the purposes of this Contract. SGN Connections Limited is a company incorporated in England and Wales (company No. 05618886) and having its registered office address at St. Lawrence House, Station Approach, Horley, Surrey RH6 9HJ.

2 HOW THE CONTRACT IS FORMED

- 2.1 You will make an application for Works (as defined below), either online through SGN's website, by email, by telephone, or by pre-paid post ("**Application**").
- 2.2 Following submission of Your Application, SGN Connections Limited (acting as agent for SGN) will send You a Quote which will specify the Work (as defined below), any exclusions, and the total price for the Work (as defined at Clause 3.1 below) ("**Quote**").

Online Applications

- 2.3 If Your Application is made on SGN's website, You will be given the opportunity to review these terms and conditions, the Quote and any other document which is relevant to Your Application on SGN's website and also by email, which will be sent by SGN Connections Limited (on behalf of SGN). If You wish to place an order on the terms of the documents which have been sent to You or made available on SGN's website ("**Order**") You may either:
- 2.3.1 tick the box on the website which confirms that You have read, understood and agree to all of the documents and proceed with Your Order; or
- 2.3.2 print (if applicable), sign and date the form which has been sent to You ("**Order Form**") and then either email or send it by pre-paid post to SGN Connections Limited (on behalf of SGN).

Email and Postal Applications

- 2.4 If Your Application is made by email or by pre-paid post, SGN Connections Limited (on behalf of SGN) will either email and/or post (whichever You request) to You the Quote, these terms and conditions, an Order Form, and any other documents relevant to Your Application. If You wish to place an Order on the terms of the documents which have been sent to You, You are required to fully complete, sign, date and return the Order Form either by email or by pre-paid post to SGN Connections Limited (on behalf of SGN). You should retain the Quote and these terms and conditions for Your records.

Telephone Applications

- 2.5 If Your Application is made by telephone, SGN Connections Limited (on behalf of SGN) will provide You with a Quote over the telephone and will send the Quote, these terms and conditions and any other document relevant to Your Application to You by email (or, if requested, in the post). You will also be given the link to SGN's website where You will be able to read the terms and conditions before placing an Order over the phone. During the call, the telephone call operative will read the Quote and the key terms of these terms and conditions to You and will let You know if any other documents are required to be agreed before the Work can commence. The telephone call operative will also confirm that the Quote, these terms and conditions and any other documents relevant to Your Order have been sent to You by email to the email address You have provided. If You wish to place an Order, You will then be required to confirm that You agree to the Quote, these terms and conditions and any other document which is relevant to Your Order.
- 2.6 Placing an Order by any of the methods set out in Clauses 2.3, 2.4 or 2.5 will constitute an offer by You to SGN to carry out the Work (as defined at Clause 3.1 below) set out in the Quote. If You do not fully comply with any of the requirements of placing an Order as set out in Clauses 2.3, 2.4 or 2.5 (as applicable), You will not have placed a valid Order and SGN will not be able to progress Your Order until such times as the requirements in Clauses 2.3, 2.4 or 2.5 (as applicable) are met provided that the Quote is still valid in accordance with Clause 2.12.
- 2.7 The Order will only be capable of acceptance by SGN where the following has happened:
- 2.7.1 either when SGN has received the fully completed, signed and dated Order Form (by email or by pre-paid post) or You have confirmed that You would like to place an Order over the telephone, or You have ticked the box on the website which confirms that You have read, understood and agree to all of the documents and would like to proceed with Your Order;
 - 2.7.2 SGN has received, in cleared funds, full payment of the sum set out in the Quote (unless You are a credit customer and have agreed different payment arrangements with SGN);
 - 2.7.3 SGN has been provided with the signed written consent of the legal owner of any third party land (other than a public highway) that the service pipe will cross (if relevant);
 - 2.7.4 SGN has been provided with signed written consent of the other legal owners of the land, which You own as tenant in common with any third party, that the service pipe will cross (if relevant);
 - 2.7.5 SGN has been provided with listed buildings consent from the local authority to carry out the Work (if relevant);
 - 2.7.6 SGN has been provided with conservation area consent from the local authority to carry out the Work (if relevant); and
 - 2.7.7 SGN has checked Your Order to determine if the Work set out in the Quote is within SGN's standard charge criteria as detailed in the SGN Connections Service Charges (Scotland) document (which can be found on SGN's website at sgn.co.uk/connections-documents or a paper copy can be sent to You in the post if You request it. Please note that, at this stage, SGN may reject Your Order in accordance with Clause 2.9).
- 2.8 Where the requirements of Clause 2.7 have been met, SGN Connections Limited (on behalf of SGN) will send You an acknowledgement by email or by pre-paid post to confirm that the Order has been accepted ("**Acceptance Acknowledgement**").

2.9 Your Order will be declined if SGN Connections Limited (on behalf of SGN) determines:

2.9.1 where a Quote has been costed with a standard charge, that the Work is not within SGN's standard charge criteria for any reason, including, but not limited to where:

- (a) SGN is required to alter pipework more than 20 metres;
- (b) the Work is more than 3 metres above ground level and/or requires scaffolding above first floor level;
- (c) SGN need to alter the pipe with a diameter of more than 1 inch if the pipe is metallic, or 32mm if the pipe is polyethylene;
- (d) the property falls within an area which is operated by an independent gas transporter, or another network;
- (e) the Work meets the definition of "Sufficiently Complex" in that there are special engineering difficulties as defined by Condition 4B charging statement as published by SGN in the Scotland Gas Networks Connections Charging Methodology and Standard Condition 4B Statement document on its website at the following link sgn.co.uk/connections-documents (or a paper copy can be sent to You in the post if You request it) at the time the Quote is given;
- (f) You require work on more than one property;
- (g) You require work to a non-domestic property;
- (h) You require a capacity increase;
- (i) the anticipated operating pressure of the service is more than 2Barg;
- (j) the meter capacity will be more than 65 kW (U6);
- (k) the pipe to be altered is a pipe that is designed to supply more than two meter supply points;
- (l) unusual or similar access restrictions apply (e.g. where a property is within a secure military base).

2.9.2 where a Quote has been costed with non-standard charges, that the Work is not within SGN's criteria for such jobs for any reason, including, but not limited to where:

- (a) the property falls within an area which is operated by an independent gas transporter, or another network;
- (b) the Work meets the definition of "Sufficiently Complex" in that there are special engineering difficulties as defined by Condition 4B charging statement as published by SGN in the Scotland Gas Networks Connections Charging Methodology and Standard Condition 4B Statement document on its website at the following link sgn.co.uk/connections-documents (or a paper copy can be sent to You in the post if You request it) at the time the Quote is given;
- (c) You require work on more than one property;

- (d) You require work to a non-domestic property;
- (e) the anticipated operating pressure of the service is more than 2Barg;
- (f) we have identified that there are elements of the costing that are missing or incorrect within the quote.

2.10 In the event that Your Order is declined, SGN Connections Limited (on behalf of SGN) will contact You to discuss alternative options available to You or explain why the Work cannot take place.

2.11 As We will have received Your payment before We have accepted Your Order, if Your Order is declined, We will refund the payment We have received from You by the same method from which the payment was made (e.g. if You paid by credit card then We will refund You on that credit card).

2.12 Any Quote given by SGN will not constitute an offer (and is subject to change if We identify any reason to change the Quote), and is only valid for a period of 60 days from its date of issue.

2.13 The contract between You and SGN will comprise of the following documents:

- 2.13.1 the Quote;
- 2.13.2 these terms and conditions;
- 2.13.3 the Order Form (if applicable); and
- 2.13.4 the Acceptance Acknowledgement; ("**Contract**").

3 THE WORK

3.1 SGN will carry out the Work set out in the Quote and (if applicable) as may be varied in accordance with Clause 7.1 below ("**Work**").

3.2 The Work will include:

- 3.2.1 altering the location of the service pipe to the Site specified in the Order ("**Site**") and commissioning the altered service pipe;
- 3.2.2 supply and fit of an SGN approved meter box (other than a built-in cavity meter box) at the Site;
- 3.2.3 supply all necessary materials in respect of the above; and
- 3.2.4 any other work included in the Quote.

3.3 If You require outlet reconnection (this is the pipework that connects the gas meter installation to Your appliances) then SGN will only install this pipework above ground. SGN will not lift any flooring/carpets or chase out floors or walls to conceal pipe work and SGN will not carry out any specialist drilling (such as diamond drilling).

4 EXCLUSIONS

4.1 The following are not included in the Work, unless the Quote expressly states otherwise:

- 4.1.1 The supply and fitting of a built-in cavity meter box, which must be carried out by You prior

- to commencement of the Work, when the Work involves the removing and re-fixing of a meter installation at the Site and You wish to have a built-in cavity meter box;
- 4.1.2 the supply and refitting of the meter (Including U16 or equivalent sized meter) or any ancillary metering equipment;
- 4.1.3 the supply and fitting of a kiosk;
- 4.1.4 the matching of any permanent reinstatement of drives, paths and other surfaces to the existing surface, colour or materials;
- 4.1.5 the reinstatement of fences, walls, landscaping, drainage or special surface finishes of any kind;
- 4.1.6 any work (including cross bonding) on the outlet side of the meter;
- 4.1.7 the making good of plasterwork, cosmetic surfaces, decorative finishes and the like other than damage caused by negligent or defective workmanship of SGN which will be made good by SGN at no additional cost to You;
- 4.1.8 re-fixing of the meter installation where the existing meter installation at the Site is not suitable for re-fixing at the proposed location;
- 4.1.9 capping of meter outlet or re-connecting meter outlet to existing installation pipework where SGN has not re-fixed the meter installation;
- 4.1.10 re-connecting meter outlet to existing installation pipework where You have not requested and agreed to pay for such re-connection, or where more than two metres of new copper pipe are required to effect the re-connection; and
- 4.1.11 the removal of any redundant pipework following completion of the Work;

5 INFORMATION AND ACCESS

- 5.1 You must:
 - 5.1.1 provide accurate information in the Application and in the Order Form;
 - 5.1.2 provide access as necessary to the Site and any third party property required to facilitate the undertaking of the Work; and
 - 5.1.3 unless the Quotes expressly states otherwise, ensure that the built-in cavity meter box has been fully installed prior to commencement of the Work if You have indicated to SGN that You wish to have a built-in cavity meter box.
- 5.2 Unless SGN is informed otherwise, SGN will assume:
 - 5.2.1 that, where the Work involves the alteration of the existing service pipe to the Site, the existing service pipe to the Site does not cross third party land (other than a public highway) and that the altered route of the service pipe to the Site will not cross land belonging to a third party (other than a public highway), or, if it does, that You will obtain the appropriate signed written consents from the relevant third party land owner and provide prior to commencement of the Work.;

- 5.2.2 that, where the Work involves the alteration of the existing service pipe to the Site, the altered service pipe to the Site can follow, without any obstruction and without crossing bridges, tunnels or other such similar civil engineering works the shortest direct route from the location of the existing service pipe (immediately prior to the point of alteration) to the termination point of the altered service pipe;
 - 5.2.3 no servitude is required to carry out the Work;
 - 5.2.4 that, unless the Customer indicates to the contrary, the Site is a single domestic dwelling;
 - 5.2.5 that the Work does not form part of a request for an increased gas load;
 - 5.2.6 in the event that the Customer indicates to SGN that the Customer will carry out excavation works itself prior to SGN arriving at the Site that such excavation works will be carried out in accordance with the Quote and to the reasonable satisfaction of SGN;
 - 5.2.7 that the new location of the meter (if any) as requested by the Customer complies with all relevant laws and regulations;
 - 5.2.8 that the existing meter installation at the Site is suitable for the re-fixing at the proposed location; and
 - 5.2.9 that the Work relate to a Site that has a maximum gas consumption rate of 6 cubic metres per hour.
- 5.3 Upon arrival at the Site, SGN will carry out an inspection to confirm, so far as practicable, that the assumptions set out in Clause 5.2 and the information provided by You are correct before carrying out the Work. In the event that:
- 5.3.1 You fail to comply with any part of Clause 5.1; or
 - 5.3.2 any one or more of the assumptions in Clause 5.2 are not correct and You did not draw this to SGN's attention at the time of submitting the Order Form;

then SGN will be entitled to terminate the Contract immediately under Clause 15.4 and will refund You the money You have already paid less SGN's reasonable costs incurred up to the date the Contract is terminated.

6 TIME SCALES

- 6.1 SGN will:
- 6.1.1 seek to contact You within 7 days of the Acceptance Acknowledgement or (in the case of a variation under Clause 7) receipt of Your Variation Acceptance Form (as defined in Clause 7.3 below) to inform You of the date SGN will carry out the Work and, if applicable, the Additional Work;
 - 6.1.2 complete the Work and, if applicable, Additional Work within 60 Working Days (as defined in Clause 6.1.3 below) of sending the Acceptance Acknowledgement or receiving the Variation Acceptance Form, as the case may be, subject to:
 - (g) fulfilment of any legal requirements;
 - (h) the inspection under Clause 5.3; and

- (i) an Event Outside Of SGN's Control (as defined in Clause 16.2 below).

The timescales in this Clause 6.1 may vary due to workload and notices that SGN are required to give to the Highway Authority.

- 6.1.3 carry out the Work on SGN normal working days (Monday-Friday) between the hours of 08.00 and 17.00 excluding public holidays in Scotland ("**Working Days**"); unless otherwise arranged;
 - 6.1.4 give You at least 7 days prior notice of the proposed commencement date or any amended commencement date of the Work; and
 - 6.1.5 having commenced the Work, complete the Work without delay unless prevented from doing so by Events Outside Of SGN's Control (as defined in Clause 16.2 below) or any other circumstances beyond its control in the event of which it will (at its sole discretion) be entitled to either reasonable additional time or to terminate the Contract.
- 6.2 In the event that SGN terminates the Contract pursuant to this Clause 6), SGN will refund the money You have already paid less SGN's reasonable costs incurred up to the date the Contract is terminated.
- 6.3 Where the completion of the Work is delayed by the Customer, any charges (including the cost of any additional local authority permits, any costs relating to road traffic management, and lane rental) will be deemed Additional Charges under Clause 7.4 and SGN will be entitled to reasonably extend the period given under Clauses 6.1.1 and 6.1.2 within which the Work must be completed.

7 VARIATIONS

- 7.1 Either by a request from You at any time after We have accepted Your Order or following the inspection conducted when SGN arrive on site (see Clause 5.3), or during the course of SGN undertaking the Work, SGN may determine that additional work or tasks are necessary to complete the Work ("**Additional Work**"). The Additional Work identified could be due to (but not limited to):
- 7.1.1 an event which is not reasonably foreseeable by SGN;
 - 7.1.2 the physical makeup of the Site (including without limitation adverse/abnormal ground conditions or the presence of other utility apparatus etc);
 - 7.1.3 You altering the requirements that You had originally set out in Your Application or in Your Order; or
 - 7.1.4 You providing SGN with incorrect or incomplete information.
- 7.2 Additional Work identified in accordance with Clause 7.1 will be a variation to the Work and the provisions of this Clause 7 will apply.
- 7.3 SGN will explain to You the purpose and content of the Additional Work. SGN will also provide You with a variation acceptance form detailing the Additional Work and any additional costs above what was provided in the Quote ("**Variation Acceptance Form**"), which You must fully complete, sign, date and return to SGN (either in the post or by email) if You would like to accept the Additional Work.
- 7.4 You will be required to pay additional charges to SGN for the Additional Work ("**Additional Charges**").
- 7.5 If You would like to accept the Additional Work, please

- 7.5.1 in the case of a variation where the Work has commenced, sign and date the Variation Acceptance Form (which the onsite engineering team will give You) and give it to the onsite engineering team (unless You are a credit customer and have agreed different payment arrangements with SGN). If it is possible, the onsite engineering team will put You on the phone to SGN Connections Limited, who will take payment on behalf of SGN. If it is not possible, SGN Connections Limited (on behalf of SGN) will contact You within 10 Working Days to obtain payment; or
- 7.5.2 in the case of a variation where the Work has not commenced send us (either by email or by pre-paid post) a fully completed, signed and dated Variation Acceptance Form within 30 days of the date SGN sends You the Variation Acceptance Form; and unless You are a credit customer (in which case different payment arrangements will apply) pay SGN the Additional Charges in full and in cleared funds in advance of the Additional Work being carried out.
- 7.6 If You do not accept the Additional Work in accordance with either Clause 7.5.1 or Clause 7.5.2 (as applicable), SGN will not carry out the Additional Work and SGN will be entitled to cancel the Work, will leave the Site in a reasonable and safe condition, and then terminate the Contract entirely on the basis that SGN will not be able to fulfil its obligations. In such circumstances, SGN will refund the money You have already paid less SGN's reasonable costs incurred up to the date the Contract is terminated. If You are a credit customer, SGN shall be entitled to charge reasonable costs it has incurred up to the date the Contract is terminated. After this point, if You would like Us to provide You with a gas service alteration, You will need to re-apply for a new Quote.

8 PAYMENT

- 8.1 SGN will accept payment, in respect of the Work and the Additional Work, by cheque (made payable to SGN Connections Limited) or major debit or credit cards except for:
- 8.1.1 Visa Electron;
- 8.1.2 American Express; or
- 8.1.3 Diners Club.

If You would like to pay by BACS, please use the BACS details set out in the Quote.

- 8.2 If applicable, where You request a specialist contractor to make good Your driveway after the Work and (if applicable) Additional Work, this is to be paid for by You as a separate additional cost and is not included in the charge set out in the Quote and in the Additional Charges agreed in accordance with Clause 7.5. Such a request must be stated in Your Application to ensure that an accurate Quote is given.

9 SGN'S RIGHT TO VARY THESE TERMS

- 9.1 SGN may amend these terms and conditions from time to time.
- 9.2 SGN may revise these terms and conditions as they apply to Your Order from time to time to reflect the changes in relevant laws and regulatory requirements.
- 9.3 If SGN has to revise these terms and conditions as they apply to Your Order, SGN will contact You before commencing the Work to give You reasonable advance notice of the changes and let You know how to cancel the Contract if You are not happy with the changes. If You opt to cancel before SGN has started the Work, SGN will arrange a full refund of the price You have paid.

10 YOUR CONSUMER RIGHT OF CANCELLATION AND REFUND

This Clause 10 only applies if You are a consumer

- 10.1 If You are a consumer, You have a legal right to cancel this Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within the period set out below in Clause 10.2. This means that during the relevant period if You decide for any reason that You do not want SGN to carry out the Work, You can notify SGN of Your decision to cancel the Contract and receive a refund. Advice about Your legal right to cancel the Contract is available from Your local Citizens' Advice Bureau or Trading Standards office.
- 10.2 Your legal right to cancel this Contract starts from the date of the Acceptance Acknowledgement (the date on which We (or SGN Connections Limited on Our behalf) email You to confirm Our acceptance of Your Order), which is when the Contract between us is formed. Your deadline for cancelling the Contract then depends on what element of the Contract You are cancelling, (i.e. services or products (if applicable)), as set out in the table below:

Your Contract	Cancellation Period
In relation to the services element of this Contract	<p>The end date is the end of 14 days after the day on which You receive the Acceptance Acknowledgement.</p> <p>Example: if SGN provides You with an Acceptance Acknowledgement on 1 January You may cancel at any time between 1 January and the end of the day on 15 January.</p> <p>In the event that Additional Work is required in accordance with Clause 7, the end date is the end of 14 days after the day on which You send SGN the Variation Acceptance Form.</p> <p>Example: if SGN notifies You of Additional Work on 1 January and You send SGN the Variation Acceptance Form on 5 January You may cancel at any time between 5 January and the end of the day on 20 January.</p>
In relation to the products element of this Contract (if applicable) (it is anticipated that this will only be the meter box, but will be set out in the Quote)	<p>The end date is the end of 14 days after the day on which You receive the products.</p> <p>Example: if SGN provides You with an Acceptance Acknowledgement on 1 January and You receive the product on 10 January You may cancel at any time between 1 January and the end of the day on 24 January.</p>

- 10.3 To cancel a Contract, You just need to let SGN Connections Limited (on behalf of SGN) know that You have decided to cancel. The easiest way to do this is to complete the Domestic Connections Cancellation Form which can be found on SGN's website using the following link sgn.co.uk/connections-documents. A link to the website cancellation form is also included in the Acceptance Acknowledgement. If You use this method We will email you to confirm SGN has received Your cancellation. Alternatively You may use a copy of the form which is enclosed with these terms and conditions.

- 10.4 You can also email Us at connections.acceptances@sgn.co.uk or contact Our Customer Services team by telephone on **0800 912 1700** or by pre-paid post to SGN Connections Limited, St Lawrence House, Station Approach, Horley, Surrey RH6 9HJ. If You are emailing or writing to Us please include Your Quote reference number to help SGN to identify it. If You send Us Your cancellation notice by email or by pre-paid post, then Your cancellation is effective from the date You send Us the email or post the letter to Us. If You send Us Your cancellation notice by pre-paid post, then You will also need to obtain proof of postage so we can be clear about the date on which You posted Your cancellation notice. For example, You will have given Us notice in time as long as You get Your letter into the last post on the last day of the cancellation period and can show proof of postage or email to Us before midnight on that day. If You notify SGN of Your cancellation by telephone, then the cancellation is effective from the date of the telephone call.
- 10.5 If You cancel Your Contract, SGN will:
- 10.5.1 refund You the price You paid for the Work;
- 10.5.2 make any refunds due to You as soon as possible and in any event within 30 calendar days of the day on which You gave SGN notice of cancellation as described in Clause 10.4.
- 10.6 SGN will refund You in the manner You originally paid (for example if You paid by cheque, SGN will send You a cheque).
- 10.7 Subject to Clause 10.8, SGN will not carry out the Work until the period in which You are entitled to cancel the services element of the Contract has expired.
- 10.8 If You would like the services element of the Contract to be performed within the cancellation period stated in the table at Clause 10.2, You will lose Your right to cancel the Contract in relation to the services element of this Contract. If You would like SGN to carry out the Work within the cancellation period, please send Us a request in the form set out below:
- “I/We hereby request immediate performance of the Work and acknowledge that I/we will lose my/our right of cancellation of the Contract once the Work have commenced”*
- 10.9 On receipt of Your request SGN will assess the request in the context of existing workloads and SGN will advise You whether Your request can be accommodated.
- 10.10 If You cancel the Contract before the Work have been fully performed, You will need to pay for the Work (including, without limitation, SGN’s cost for reinstating Your property, the cost of any local authority permits, any costs relating to road traffic management, and lane rental) up to and including the point You cancelled the Contract. SGN will inform You of the amount as soon as practicable following the cancellation. SGN will refund the money You have already paid less SGN’s reasonable costs incurred for Works already completed and any reinstatement cost. If the cost of the Work is more than the amount You have already paid, SGN will send You an invoice to cover this amount. You will be required to pay this invoice within 30 days of receiving the invoice.

11 AUTHORITY

This Clause 11 only applies if you are a business

- 11.1 If the Customer is a business, the individual entering into the Contract on behalf of the Customer confirms that they have authority to bind the Customer to this Contract.
- 11.2 These terms and conditions and any document expressly referred to in them constitutes the entire agreement between You and SGN and supersedes and extinguishes all previous agreements, promises,

assurances, warranties, representations and understandings between You and SGN, whether written or oral, relating to its subject matter.

- 11.3 You acknowledge that in entering into this Contract You do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or any document expressly referred to in them.
- 11.4 You and SGN agree that neither of us will have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

12 SGN'S LIABILITIES TO CUSTOMERS

This Clause 12 only applies if you are a consumer

- 12.1 If SGN fails to satisfy its obligations under this Contract, then subject to Clause 12.5 SGN is responsible for loss or damage suffered by You that is a foreseeable result of SGN's breach of this Contract or SGN's negligence, but SGN is not responsible for any loss or damage that is not foreseeable. For the avoidance of doubt loss or damage is foreseeable if they were an obvious and direct consequence of SGN's breach or if they were contemplated by the Customer and SGN at the time we entered into the Contract.
- 12.2 As We will be installing certain products and providing You with services in carrying out the Work in Your property, We will make good any damage to Your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to Your property that We discover in the course of installation and/or performance by Us. For the avoidance of doubt, if We are unable to match or source an identical part to the one that has been damaged, We will use our reasonable endeavours to match or source a replacement part that is easily available on the open market.
- 12.3 Any products and/or services supplied by Us in the performance of the Work is for domestic and private use only. You agree not to use any products or services supplied by Us for any commercial, business or re-sale purposes.
- 12.4 Nothing in this Contract limits or excludes or limits SGN's liability for:
- 12.4.1 death or personal injury caused by our negligence;
 - 12.4.2 fraud or fraudulent misrepresentation;
 - 12.4.3 breach of the terms implied by section 11B of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - 12.4.4 breach of the terms implied by sections 11C, 11D, and 11E of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples);
 - 12.4.5 any breach of the terms implied by sections 49 (services to be performed with reasonable care and skill), 51 (reasonable price to be paid for a service) and 52 (service to be performed in a reasonable time) of the Consumer Rights Act 2015; or
 - 12.4.6 defective products under the Consumer Protection Act 1987.
- 12.5 Subject to Clause 12.4, SGN will under no circumstances whatever be liable to You, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- 12.5.1 the cost of repairing any pre-existing faults or damage to the Site or surrounding property that SGN discovers in the course of installation and/or performance by SGN;
 - 12.5.2 any loss of profits, sales, business, or revenue;
 - 12.5.3 loss or corruption of data, information or software;
 - 12.5.4 loss of business opportunity;
 - 12.5.5 loss of anticipated savings;
 - 12.5.6 loss of goodwill; or
 - 12.5.7 any indirect or consequential loss.
- 12.6 SGN will not be liable or responsible for any of Your losses arising from any delay in performance of the Work or Additional Work that is caused by:
- 12.6.1 incorrect information provided by the Customer in the Application;
 - 12.6.2 the assumptions set out in Clause 5.2 being incorrect, due to incorrect information provided by the Customer;
 - 12.6.3 unforeseen ground conditions which cause the Work to be re-planned;
 - 12.6.4 requirements and timings of the relevant local authority that are unilaterally imposed on SGN; or
 - 12.6.5 Events Outside Of SGN's Control.
- 12.7 Subject to Clause 12.4, SGN's maximum liability to You under this Contract will be limited to a full refund of the price paid to SGN by You.

13 SGN'S LIABILITIES TO BUSINESS CUSTOMERS

This Clause 13 only applies if you are a business

- 13.1 SGN only supplies the Work for internal use by Your business, and You agree not to use the Work for any re-sale purposes.
- 13.2 Nothing in this Contract limits or excludes SGN's liability for:
- 13.2.1 death or personal injury caused by its negligence; or
 - 13.2.2 fraud or fraudulent misrepresentation;
- 13.3 Subject to Clause 12.4 in respect of all other losses arising under or in connection with the Contract, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, SGN's maximum liability to the Customer under this Contract will be limited to a full refund of the price paid to SGN by the Customer.
- 13.4 Subject to Clause 13.2, SGN will under no circumstances whatever be liable to You, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- 13.4.1 the cost of repairing any pre-existing faults or damage to the Site or surrounding property that SGN discovers in the course of installation and/or performance by SGN;
 - 13.4.2 any loss of profits, sales, business, or revenue;
 - 13.4.3 loss or corruption of data, information or software;
 - 13.4.4 loss of business opportunity;
 - 13.4.5 loss of anticipated savings;
 - 13.4.6 loss of goodwill; or
 - 13.4.7 any indirect or consequential loss.
- 13.5 SGN will not be liable or responsible for any of Your losses arising from any delay in performance of the Work or Additional Work that is caused by:
- 13.5.1 Incorrect information provided by the Customer in the Application;
 - 13.5.2 The assumptions set out in Clause 5.2 being incorrect, due to incorrect information provided by the Customer;
 - 13.5.3 Unforeseen ground conditions which cause the Work to be re-planned;
 - 13.5.4 Requirements and timings of the relevant local authority that are unilaterally imposed on SGN; or
 - 13.5.5 Events Outside Of SGN's Control.
- 13.6 Except as expressly stated in these terms and conditions, we do not give any representation, warranties or undertakings in relation to the Work. Any representation, condition or warranty which might be implied or incorporated into these terms and conditions by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Work are suitable for Your purposes.

14 TITLE, RISK AND DAMAGE

- 14.1 Subject to Clauses 14.3 and 14.4, any products (e.g. meter box) supplied by SGN will be at the risk and responsibility of SGN until they have been delivered to You, at which point title and risk in these products will pass to You.
- 14.2 In the event that any defect in the Work arises from:
- 14.2.1 wilful damage, abnormal storage or working conditions, accident, negligence by You or by any third party; or
 - 14.2.2 any alteration or repair by You or by a third party who is not one of SGN's authorised repairers;

then We will charge You for the cost of repairing such defects.

- 14.3 The service pipe will at all times belong to SGN and You should be aware of certain statutory rights that

SGN may need to exercise during the lifetime of the service pipe.

- 14.4 From time to time SGN may need to pass and re-pass over the Site and surrounding properties as is necessary with or without vehicles plant and equipment at all reasonable times (and at any time in cases of emergency) for all proper purposes connected with the exercise of the following rights:
- 14.4.1 to lay construct, use, inspect, maintain, protect, repair, relay, replace, renew, supplement, connect into, operate, remove, or render unusable the service pipe; and
- 14.4.2 to excavate so much of the Site and surrounding properties as is reasonably necessary for the purpose of exercising the rights set out above, causing as little damage as reasonably possible and making good.

15 TERMINATION

- 15.1 You may terminate this Contract at any time by giving at least 3 Working Days' notice.
- 15.2 Where the Customer gives less than the notice period required under Clause 15.1 SGN reserves the right to charge a reasonable cancellation fee (including, without limitation, SGN's cost for reinstating Your property, the cost of any local authority permits, any costs relating to road traffic management, and lane rental).
- 15.3 Where the Customer terminates the Contract under Clause 15.1 SGN will refund any monies owed to the Customer once it has deducted all costs (including VAT when applicable and other costs including, without limitation, SGN's cost for reinstating Your property, the cost of any local authority permits, any costs relating to road traffic management, and lane rental) reasonably incurred by SGN directly and foreseeable up to or as a result of the Customer's termination except where the Contract is terminated pursuant to SGN's material breach of contract.
- 15.4 SGN will be entitled (at its sole discretion) to terminate the Contract immediately if the information given by the Customer is incorrect. SGN will refund to the Customer any part of the payment made which has not been expended or committed in relation to the Work (including without limitation any preparatory, planning or investigation tasks) at the time of termination.
- 15.5 SGN will be entitled (at its sole discretion) to terminate the Contract immediately if the Work has not been completed and left safe within 270 days of the date of the Quote (for example, because the Work has been deferred for any reason that is not due to SGN e.g because You or Your contractor have requested the Work to be deferred, the ground conditions are not safe for SGN to commence or continue the Work etc). If such termination occurs, You will need to pay for the Work up to the date of termination. SGN will inform You of the amount as soon as practicable following termination. If the cost of the Work is less than the amount You have paid already, SGN will hold on to the cost of the Work and will refund You the difference. If the cost of the Work is more than the amount You have already paid, SGN will send You an invoice to cover the difference between the amount You have already paid and the additional amount you are required to pay. You will be required to pay this invoice within 30 day of receipt. Following termination if You decide that You would like Us to complete the Work, You will need to send a new Application to SGN Connections Limited so that SGN Connections Limited (on SGN's behalf) can send You a new Quote.

16 EVENTS OUTSIDE OF SGN'S CONTROL

- 16.1 SGN will not be liable or responsible for any of Your losses arising from any failure to perform, or delay in performance of, any of its obligations under a Contract that is caused by an Event Outside Of SGN's

Control. An Event Outside Of SGN's Control is defined below in Clause 16.2.

- 16.2 An **"Event Outside Of SGN's Control"** (also known as a force majeure event) means any act or event beyond SGN's reasonable control, including without limitation, cancellation/suspension of permits, road closures, emergency services instructions, the presence of any scaffolding on the Site which prevents Us from carrying out the Work safely, failure by You or Your contractor leaving the Site in a state which prevents Us from carrying out the Work safely, the presence of other contractors working in the vicinity which prevents Us from carrying out the Work safely, health and safety concerns, the presence of hazardous materials, You providing SGN with incorrect or incomplete information at the time of the Application, prevention by third parties from carrying out the Work due to land ownership dispute, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, extreme weather, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 16.3 If an Event Outside Of SGN's Control takes place that affects the performance of SGN's obligations under a Contract
- 16.3.1 SGN will contact You as soon as reasonably possible to notify You; and
- 16.3.2 SGN's obligations under the Contract will be suspended and the time for performance of SGN's obligations will be extended for the duration of the Event Outside Of SGN's Control. Where the Event Outside Of SGN's Control affects SGN's delivery of the Work, SGN will provide You with a new date when the Work will recommence.

17 DATA PROTECTION

- 17.1 You acknowledge and agree that Your name, address and payment record may be submitted to a credit reference agency, and Your personal data will be processed by and on behalf of SGN in connection with the Work.
- 17.2 You also acknowledge and agree that SGN shall be entitled to send Your name and address to any of SGN's contractors who may carry out the Work on SGN's behalf, pursuant to the right set out in clause 20.1.
- 17.3 Your personal data may also be shared with third parties to determine whether or not You qualify for financial assistance for the Work. If You qualify for financial assistance the third party will contact You directly.
- 17.4 You confirm that you accept the terms of our Privacy Notice found on our website sgn.co.uk and consent for your data to be processed in accordance with its terms.

18 COMMUNICATIONS BETWEEN US

- 18.1 When we refer, in these terms and conditions, to "in writing", this will include post and email but not fax.
- 18.2 You may contact SGN by telephoning SGN's customer service team on **0800 912 1700** or by emailing us at domesticsales@sgn.co.uk, by pre-paid post to the address set out in the Quote.
- 18.3 Any notice or other communication given by You to SGN, or by SGN to You, under or in connection with the Contract will be in writing and will be either delivered personally, sent by pre-paid post or email.

- 18.4 A notice or other communication will be deemed to have been received:
- 18.4.1 if delivered personally, when left at the registered office;
 - 18.4.2 if sent by pre-paid post, at 9.00 am on the second Working Day after posting; or
 - 18.4.3 if sent by email, one Working Day after transmission.
- 18.5 To prove that You have sent a notice by letter You will need to show that the letter was properly addressed, stamped and placed in the post. In the case of an email You will need to prove that the email was sent to the specified email address.
- 18.6 The provisions of Clauses 18.3 to 18.5 (inclusive) will not apply to the service of any proceedings or other documents in any legal action.

19 COMPLAINTS

- 19.1 If You are not satisfied with the performance of the Work by SGN then You will be entitled to submit a complaint in accordance with SGN's complaint handling procedure which can be found at sgn.co.uk/customer-service
- 19.2 SGN will send copies of its complaints procedure at Your request by pre-paid post or email.
- 19.3 All complaints should be sent to:
- SGN Connections
2nd Floor
Inveralmond House
200 Dunkeld Road
Perth
Scotland
PH1 3AQ
- 19.4 If You are not satisfied within 8 weeks of making Your complaint or SGN has issued a 'deadlock' letter, You are entitled to seek the assistance of the Ombudsman Services: Energy.
- 19.5 Ombudsman Services: Energy contact details are as follows:
- By post: Ombudsman Services: Energy, PO Box 966, Warrington, WA4 9DF
- Telephone: **0330 440 1624**
- Fax: **0330 440 1625**
- Email: osenquiries@os-energy.org
- Website: ombudsman-services.org/energy

20 USE OF CONTRACTORS

- 20.1 SGN is entitled to sub-contract the whole or any part of the Work.

21 GENERAL PROVISIONS

- 21.1 In the event of any conflict or ambiguity between the Quote and these terms and conditions, the Order Form and Acceptance Acknowledgement, the following order of precedence shall apply.
- 21.1.1 the Quote;
 - 21.1.2 these terms and conditions;
 - 21.1.3 the Order Form;
 - 21.1.4 the Acceptance Acknowledgement; and then (if applicable)
 - 21.1.5 the Variation Acceptance Form.
- 21.2 Any notice must be served on the relevant party in writing by pre-paid post, or email at the relevant address shown on the Quote.
- 21.3 This Contract is made solely and specifically between and for the benefit of the Parties, and is not intended to be for the benefit of, and will not be enforceable by any person who is not named at the date of this Contract as a Party to it, and neither Party can declare itself as a trustee of the rights under it for the benefit of any third party.
- 21.4 This Contract, any document referred to in this Contract or incorporated by reference in any such document constitutes the entire agreement, and supersedes any previous agreement, arrangements, proposals and undertakings, between the Parties relating to the subject matter of this Contract (whether written or oral) except in respect of any fraudulent misrepresentation made by a Party.
- 21.5 The Customer will not, without the prior written consent of SGN, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this agreement.
- 21.6 Each provision of this Contract will be construed separately and (except otherwise stated in this Contract) none of the provisions hereof will limit or govern the extent, application or construction of any of them and notwithstanding that any provision of this Contract may prove to be illegal or unenforceable the remaining provisions of this Contract will continue in full force and effect. In the event that any provision of this Contract is found to be illegal or unenforceable, the parties shall work together to ensure that the relevant provision is redrafted to make it legal and enforceable and to give it the same commercial effect, as far as this is possible.
- 21.7 If SGN fails to insist that You perform any of Your obligations under the Contract, or if SGN does not enforce its rights against You, or if SGN delays in doing so, that will not mean that SGN has waived its rights against You and will not mean that You do not have to comply with those obligations. If SGN does waive a default by You, SGN will only do so in writing, and that will not mean that SGN will automatically waive any later default by You.
- 21.8 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of Scotland and You and SGN both agree that the courts of Scotland will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

Domestic Connections Cancellation Form

(If You are a consumer, please complete and return this form only if You wish to withdraw from the Contract. This form does not apply to businesses)

To: SGN Connections Limited (on behalf of SGN)

Address: SGN Connections Limited, St Lawrence House, Station Approach, Horley, Surrey, RH9 9HJ

Telephone: **0800 912 1700**

Email: connections.acceptances@sgn.co.uk

I/We* hereby give notice that I/We* cancel my/our* contract of sale of the following goods*/for the supply of the following service*,

Reference number:

Ordered on*/received on*:

Name of Customer(s):

Address of Customer(s):

Signature of Customer(s) (only if this form is notified on paper):

Date:

- Delete as appropriate