

NETWORK METERING EQUIPMENT AGREEMENT
and
GENERAL CONDITIONS OF CONTRACT
for
THE PROVISION AND MAINTENANCE
OF METERING EQUIPMENT NOT CONNECTED TO THE NATIONAL GRID SYSTEM

between

NATIONAL GRID GAS PLC

and

[]

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THIS AGREEMENT is made the _____ day of _____

BETWEEN:

- (1) **National Grid Gas plc** registered number 2006000 whose registered office is at 1-3 Strand, London WC2N 5EH ("**National Grid**") which expression shall include its successors and/or permitted assigns; and
- (2) [] (registered with number [] and market participant identity []) whose registered office is at [] (the "**Customer**") which expression shall include its successors and/or permitted assigns.

WHEREAS:

- (A) National Grid currently provides and maintains Metering Equipment to the Customer on a rental basis, upon the terms of the Provision and Maintenance Agreement.
- (B) With effect from the transfer by National Grid of ownership of one or more IDN System(s), Metering Equipment provided by National Grid to the Customer and located at Meter Points connected to such IDN System(s) shall, in accordance with the terms of the Provision and Maintenance Agreement, cease to be governed thereby.
- (C) This Agreement is now entered into in contemplation of the transfer of ownership by National Grid of one or more IDN System(s), pursuant to Condition 26.13 of the Provision and Maintenance Agreement.
- (D) With effect from each such transfer of ownership, Metering Equipment provided by National Grid to the Customer and located at Meter Points connected to such IDN System shall be provided by National Grid on a rental basis, and maintained by National Grid, upon the terms of this Agreement.
- (E) Pursuant to special condition 23 of the National Grid GT Licence, National Grid is required to publish terms as described in such special condition 23, and accordingly this Agreement is published in accordance with such special condition 23.
- (F) The scope of this Agreement does not include the provision or maintenance (or any associated activity) in respect of any Metering Equipment provided by National Grid and located at Meter Points connected to the National Grid Network or in respect of a Special Metering Supply Installation.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Agreement and any Contract made pursuant thereto, except as is otherwise expressly provided herein or unless the context otherwise requires, the terms defined in this Condition 1.1 shall have the following meanings and derivative expressions shall be construed accordingly:

“Acceptance Form”: shall have the meaning ascribed thereto in the relevant Meter Works Conditions;

“Additional Emergency Control Valve”: shall mean a valve (not being the Emergency Control Valve) for shutting off the supply of gas in an emergency, intended for use by a Consumer. An Additional Emergency Control Valve may be located within either the Off-Network National Grid Metering Equipment or Installation Pipework and, as such, may not isolate all of the Installation Pipework or Off-Network National Grid Metering Equipment;

“Adversarial Meter Works Conditions”: shall mean the Agreement and General Conditions of Contract for Adversarial Meter Works as amended from time to time;

“Affected Party”: shall have the meaning ascribed thereto in Condition 15.1.1;

“Affiliate”: in relation to a body corporate shall mean:

- (a) another body corporate which holds not less than $33\frac{1}{3}$ (thirty three and one third) percent of the voting rights of the first body corporate; or
- (b) a subsidiary of the first body corporate or of such a body corporate as is referred to in paragraph (a);

and for these purposes ‘voting rights’, ‘holding’ and ‘subsidiary’ are to be construed in accordance with Section 736 of the Companies Act 1985;

“Agreement”: shall mean this Network Metering Equipment Agreement and General Conditions of Contract for the Provision and Maintenance of Metering Equipment not connected to the National Grid System (including the Schedules and their Annexures) as amended or novated from time to time;

“Aggregate Relevant Meter Indebtedness”: shall have the meaning ascribed thereto in

Schedule Five, paragraph 2.1;

"Alternative Contract Conditions": shall mean a contract or contracts (if any) to which National Grid and the Customer are a party providing (inter alia) for rental and replacement terms with respect to Metering Equipment or any category or categories thereof to apply in substitution to those set out in this Agreement;

"All Day Scheduled Attendance": shall mean an appointment at Domestic Premises between 8 a.m. and 8 p.m. on a Working Day;

"A.M. Scheduled Attendance": shall mean an appointment at Domestic Premises between 8 a.m. and 1 p.m. on a Working Day;

"Ancillary Equipment": shall mean:

(a) where it is attached to, or is to be attached to, a Meter with a badged capacity of less than 11 SCMH:

(i) a Meter Regulator;

(ii) the flexible or rigid pipe (and any metal fittings and/or washers comprised in or attached to such pipe) connecting the Emergency Control Valve on the IDN System to the Meter Regulator;

(iii) the BS 746 fitting (and any metal fittings and/or washers attached to such fitting) connecting the Meter Regulator to the Meter;

(iv) the Meter shelf or bracket (where fitted) unless such bracket comprises part of a Meter Housing; and

(v) the flexible pipe connecting a semi concealed meter installed in a semi concealed Meter Housing to the brass outlet fitting in the Meter Housing including any washers attached to it (where applicable);

(b) where it is attached to, or is to be attached to, a Meter with a badged capacity of 11 SCMH or above:

(i) any Meter Regulator;

(ii) associated pre heaters connected to the Meter together with any associated

valves, filters, flexible connectors, seals, meter by pass, interconnecting pipework, cables, fittings brackets and supports; and

- (iii) any Meter Housing owned by National Grid,

but it shall not include in the case of either (a) or (b) any associated fittings, pipework, installation(s) or Meter Housing owned by the Customer or a Consumer, or any third party;

“Ancillary Equipment Removal Date”: shall mean:

- (a) the date of removal of the Ancillary Equipment as stated in a notice received by National Grid, in accordance with the Rainbow MAM Manual provided:
 - (i) such notice informs National Grid that the Ancillary Equipment and the Meter has been removed from the Meter Point and that it is available for collection by National Grid, together with the location for such collection;
 - (ii) if such date of removal as stated in such notice is earlier than 15 Working Days before the date upon which the notice is received, the date of removal shall be deemed to be 15 Working Days before the date upon which such notice is received; or
- (b) the date upon which National Grid has removed the Ancillary Equipment and the Meter from the Meter Point in accordance with a request by the Customer to do so (in accordance with the Meter Works Conditions) or any entitlement of the IDN Company (Gas Transporter) or the IGT (acting in any capacity) to do so;

“Applicable Interest Rate”: shall have the meaning ascribed thereto in Schedule Three, paragraph 3.6.3;

“Applicant Customer”: shall have the meaning ascribed thereto in Schedule 1, paragraph 1.1;

“Appointment”: shall mean the appointment of National Grid as provider of Off-Network National Grid Metering Equipment at the Meter Point in accordance with Conditions 3, 7.1 and 7.2 and **“Appoint”** and **“Appointed”** shall be construed accordingly;

“Appointment Date”: shall mean the Gas Day during which the Appointment becomes effective in accordance with Condition 7.2;

“Appointment Notice”: shall have the meaning ascribed thereto in Condition 7.1;

“Arbitration Acts”: shall mean the Arbitration Act 1950 and the Arbitration Act 1996;

“Authorised Representative”: shall have the meaning ascribed thereto in Schedule 1, paragraph 1.2(c)(ii);

“Authority”: shall mean the Gas and Electricity Markets Authority;

“Bar”: shall mean bar gauge which, for the avoidance of doubt, means pressure measured relative to atmospheric pressure;

“Batch Transfer Communication”: shall mean a data file transmitted by National Grid or by the Rainbow Customer in accordance with the requirements of the Rainbow System User Agreement by means of the Rainbow Network as described in the Rainbow MAM Manual;

“Billing Day”: shall mean a Day in a Billing Period;

“Billing Period”: shall mean, subject to Schedule Three, paragraph 2.5.3, a calendar month;

“Business Activities”: shall mean in the case of the Customer those activities of the Customer performed in its capacity as a Supplier to Consumer Premises and in the case of National Grid those activities of National Grid performed in its capacity as a provider of Metering Services;

“C & D Work”: shall have the meaning ascribed thereto in Schedule Two, Part C, paragraph 1.1;

“Chronically Sick Person”: shall mean any person who, by reason of chronic sickness, has special needs in connection with gas supplied to him, its use or the use of gas appliances or other gas fittings;

“Code”: shall have the meaning ascribed thereto in the Uniform Network Code;

“Competent Authority”: shall mean the Authority, or any local, national or supra-national agency, authority, department, inspectorate, minister, official, court, tribunal or public or statutory person (whether autonomous or not) of the United Kingdom (or the government thereof) or the member states of the European Union which has jurisdiction over National Grid or the Customer or the subject matter of this Agreement;

“Conditions”: shall mean these Conditions 1 to 26 of this Agreement, and **“Condition”** shall be construed accordingly;

“Consumer”: shall mean any person supplied or requiring to be supplied with natural gas at any premises by a Supplier and **“Consumer Premises”** shall be construed accordingly;

“Contingency Procedures”: shall mean the document so entitled (which has been agreed by National Grid and National Grid Customers), published by National Grid which sets out those procedures which provide for the alternative means of communication for National Grid and Rainbow Customers to communicate with each other in the event of a Metering Contingency;

“Contract”: shall mean a contract for the provision and maintenance of a Meter (and where appropriate Ancillary Equipment and/or Convertor) made pursuant to this Agreement and governed thereby;

“Contracts Act”: shall mean the Contracts (Rights of Third Parties) Act 1999;

“Conventional Notice”: shall have the meaning ascribed thereto in Condition 16.1.3;

“Convertor”: shall have the same meaning as "conversion device" (as such term is defined in the Institution of Gas Engineers and Managers publication: IGE/GM/5 Edition 2) being an instrument for calculating the volume of gas at a pre-defined standard temperature and pressure which is equivalent to the volume of gas at actual temperature and pressures recorded as passing through a Meter;

“Convertor Removal Date”: shall mean:

- (a) the date of removal of the Convertor as stated in a notice received by National Grid in accordance with the Rainbow MAM Manual provided:
 - (i) such notice informs National Grid that the Convertor has been removed from the Meter Point and that it is available for collection by National Grid, together with the location for such collection;
 - (ii) if such date of removal as stated in such notice is earlier than 15 Working Days before the date upon which the notice is received, the date of removal shall be deemed to be 15 Working Days before the date upon which such notice is received; or
- (b) the date upon which National Grid has removed the Convertor from the Meter Point in

accordance with a request by the Customer to do so (in accordance with the Meter Works Conditions) or any entitlement of the IDN Company (Gas Transporter) or the IGT (acting in any capacity) to do so;

“Credit Meter”: shall mean a Meter other than a Prepayment Meter;

“Crime Number”: shall mean the number assigned in respect of a police report which states that theft or damage of a Meter occurred and the time and date of such theft or damage as reported to the police;

“Customer Accession Date” shall have the meaning ascribed thereto in Schedule One, paragraph 2.1;

“Customer Agent”: shall have the meaning ascribed thereto in Condition 17.1.1;

“Customer Data”: shall have the meaning ascribed thereto in Condition 13.8.2;

“Customer Default”: shall have the meaning ascribed thereto in Condition 12.3.1;

“Customer Portfolio”: shall mean those Meters which are provided to the Customer by National Grid under this Agreement having a badged capacity of:

- (a) up to 11 SCMH capacity; or
- (b) 11 SCMH capacity and above; or
- (c) the combination of (a) and (b);

“D”: shall mean the Working Day upon which a maintenance or Meter works request is received by National Grid during Working Hours;

“Daily Read Equipment”: shall mean equipment of a design and manufacture specified by National Grid which enables Meter Readings to be obtained by the relevant IDN Company (Gas Transporter) remotely at set intervals, such equipment comprising:

- (a) a device for capturing from the Meter, and/or (where installed) a Convertor, data which constitutes or permits the derivation of a Meter Reading; and
- (b) a telephone line or radio transmitter and/or such other equipment as shall be required for transmitting such data to the relevant IDN Company (Gas Transporter) or IGT;

“Daily Read Error”: shall mean, in respect of a Meter (where Daily Read Equipment is installed and has become operational), a discrepancy between the metered consumption and the volume of gas which is determined on the basis of the Meter Readings (for the start and end of the Day) provided by the relevant IDN Company (Gas Transporter) or IGT to the Shipper, where due to the Daily Read Equipment not functioning correctly, and not by reason of a failure of any other part of the Off-Network National Grid Metering Equipment;

“Day”: shall mean a calendar day;

“De Appointment”: shall mean the de appointment of National Grid as provider of Off-Network National Grid Metering Equipment at the Meter Point and “De Appoint” shall be construed accordingly;

“De Appointment Date”: shall mean the Gas Day during which the De Appointment becomes effective in accordance with Condition 7.7;

“De Appointment Notice”: shall have the meaning ascribed thereto in Condition 7.6;

“Defaulting Customer”: shall have the meaning ascribed thereto in Condition 12.3.1;

“Diaphragm Meter”: shall mean a Meter that mechanically measures gas flow by the positive displacement of a discrete volume of gas contained inside the diaphragm contained in the Meter;

“Directive”: shall mean any present or future directive, request, requirement, instruction, code of practice, direction or rule of any Competent Authority and any modification, extension or replacement thereof;

“Disabled Person”: shall mean any person who, by reason of any disability, has special needs in connection with gas supplied to him, its use or the use of gas appliances or other gas fittings;

“Disclosing Party”: shall have the meaning ascribed thereto in Condition 13.5.1;

“Discontinuance Notice”: shall have the meaning ascribed thereto in Condition 12.2.1;

“Domestic Consumer”: shall mean an owner or occupier of Domestic Premises who is supplied or required to be supplied with natural gas (but excluding such a person in so far as he is supplied or requires to be supplied at a premises other than a Domestic Premises);

“Domestic Premises”: shall mean Consumer Premises at which a gas supply is taken or to be taken wholly or mainly for domestic purposes;

“Effective Date”: shall have the meaning ascribed thereto in Condition 2;

“Electrical Isolation Barrier”: shall mean a device providing multiple volt free signals incorporating electrical isolating barriers to limit the amount of energy that may pass between any electrical equipment connected to the Off-Network National Grid Metering Equipment;

“Emergency Control Valve”: shall mean a valve (not being an Additional Emergency Control Valve) for shutting off the supply of gas in an emergency, intended for use by a Consumer and being located at the end of the service or distribution main;

“Enhanced IX”: shall mean an electronic, batch file transfer communication service that operates over a wide area network as described in the Enhanced IX Operational Guidelines For Use with Rainbow;

“Enhanced IX Operational Guidelines For Use with Rainbow”: shall mean the document so entitled published by National Grid, as amended or replaced from time to time, which contains information to enable Rainbow Customers to understand how to exchange files using the Enhanced Information Xchange Network (EIXN) batch communication system, and which defines the rules and best practices to be followed by Rainbow Customers when using the Rainbow System;

“Excluded Query”: shall be a Query of a type that is to be excluded from the calculation of liability payments under Schedule Two, Part B as further set out in the Standards of Service Query Management Operational Guidelines in relation to ‘Query Categories Excluded’;

“Expert”: shall have the meaning ascribed thereto in Condition 18.9.1;

“Final Achieved Performance”: shall mean the performance figure for the resolution of Queries calculated in accordance with the Standards of Service Query Management Operational Guidelines;

“Flow Computer”: shall mean a device for use with an Orifice Plate Meter that fulfils the same functions as a Convertor;

“Force Majeure”: shall have the meaning ascribed thereto in Condition 15.1.1;

“Free Standing Meter”: shall mean a Meter that is not comprised within a Sub-deduct Arrangement;

“Gas Act”: shall mean the Gas Act 1986;

“Gas Card”: shall mean a Gas Card (Consumer) and/or a Gas Card (Installer);

“Gas Card (Consumer)”: shall mean a card used by a Consumer to purchase gas, being a card provided by the Supplier to the Consumer that may contain specific Consumer information;

“Gas Card (Installer)”: shall mean a card used by the Meter installer to set up a new Quantum System Meter, being a card that does not contain any Consumer specific information and can only be used once;

“Gas Day”: shall mean a period from 05.00 hours on one Day until 05.00 hours on the following Day;

“Gas Safe”: means Gas Safe Register the gas registration body for Great Britain and Isle of Man appointed by the Health and Safety Executive for Great Britain and the Health and Safety at Work Inspectorate for Isle of Man;

“Gas Transporter Licence”: shall mean a licence granted or treated as granted under Section 7(2) of the Gas Act (including standard and special conditions thereto) as modified from time to time;

“Geographic Zone”: shall mean a zone of a geographic area as defined by National Grid by reference to Post Code Out -Code;

“High Pressure”: shall mean gas pressure exceeding 7bar at the outlet of the Emergency Control Valve and a Meter or Ancillary Equipment which is described as a High Pressure Meter or High Pressure Ancillary Equipment shall mean that it is designed to operate at High Pressure;

“Hours of Work”: shall mean the hours between 8 a.m. and 5 p.m. on each Working Day;

“IDN Company (Gas Transporter)”: shall mean the owner of a gas distribution network which was formerly part of the National Grid System, acting in its capacity as a transporter of gas, its successors and permitted assigns;

"IDN System": shall mean a gas distribution network formerly part of the National Grid System, ownership of which has been transferred from National Grid Gas plc to an IDN Company (Gas Transporter) and which:

- (a) other than for the purposes of Conditions 21.5, 26.7.2 is owned and operated;
- (b) for the purposes of Condition 21.5, 26.7.2 is owned and operated or owned but not operated,

by an IDN Company (Gas Transporter), the conveyance of gas through which is authorised by Licence, and for the avoidance of doubt "IDN System" shall include all and any such gas distribution networks the ownership of which is transferred by National Grid Gas plc to an IDN Company (Gas Transporter) whether before or after the date of this Agreement;

"IDN System Transfer Date": shall mean the date with effect from which ownership of an IDN System is transferred from National Grid Gas plc to an IDN Company (Gas Transporter);

"IGT": shall mean an independent gas transporter operating under Licence and being the owner of a local gas transportation network acting in its capacity as a transporter of gas, its successors and permitted assigns;

"IGT System": shall mean a local gas distribution network owned and operated by an IGT;

"Implementation Costs": shall have the meaning ascribed thereto in Condition 25.7;

"Implementation Date": shall mean 12th July 2004;

"Implementation Options": shall have the meaning ascribed thereto in Condition 25.4;

"Indemnified Costs": shall have the meaning ascribed thereto in Condition 23.21(c) or Condition 25.8 as the context admits;

"Individual Standard of Performance" or **"IS"**: shall mean the standard of performance as referred to and more particularly described in Schedule Two, Part A, paragraph 2;

"Installation Pipework": shall mean all pipe and gas consuming facilities installed or to be installed downstream of the Off-Network National Grid Metering Equipment;

"Intermediate Pressure": shall mean gas pressure exceeding 2 bar but not exceeding 7 bar at the outlet of the Emergency Control Valve and a Meter or Ancillary Equipment which is described as an Intermediate Pressure Meter or Intermediate Pressure Ancillary Equipment

shall mean that it is designed to operate at Intermediate Pressure;

“Invoice Amount”: in relation to an Invoice Item is the amount shown as payable by the Customer or National Grid in respect of that item under the relevant Invoice Document;

“Invoice Credit”: shall have the meaning ascribed thereto in Schedule Three, paragraph 1.1.4;

“Invoice Document”: shall mean an invoice document electronically submitted by National Grid to a Customer pursuant to Schedule Three;

“Invoice Due Date”: shall have the meaning ascribed thereto in Schedule Three, paragraph 3.1.2;

“Invoice Item”: shall mean an item (in respect of all charges of a particular kind) shown as payable by National Grid or by the Customer in an Invoice Document (including where relevant a Self-bill amount in accordance with Schedule Three, paragraph 1.1.3);

“Invoice Query”: shall have the meaning ascribed thereto in Schedule Three, paragraph 4.1.1;

“Invoice Remittance Advice”: shall have the meaning ascribed thereto in Schedule Three, paragraph 1.3.3;

“Invoice Submission Date”: shall have the meaning ascribed thereto in Schedule Three, paragraph 1.4.1;

“Invoice Type”: shall have the meaning ascribed thereto in Schedule Three, paragraph 1.2.2;

“Ironbridge”: shall mean in the case of a Quantum System Meter, an ultrasonic mechanism to measure the quantity of gas flowing through the Meter;

“Large Meter Housing”: shall mean Meter Housing containing Off-Network National Grid Metering Equipment within which a Meter with a badged capacity of 11 SCMh and above is comprised;

“Larger Meter Point”: shall mean a Meter Point at which a Meter with a badged capacity of 11 SCMh and above is situated;

“Legacy”: shall mean the software system settings used in a Quantum System Meter prior to

the introduction of Tariff Gas Billing;

“Legal Requirement”: shall mean any Act of Parliament, regulation, licence, or Directive of a Competent Authority;

“Licence”: shall mean the Gas Transporter Licence granted to an IDN Company (Gas Transporter) or an IGT as modified from time to time;

“Low Pressure”: shall mean gas pressure not exceeding 75mbar at the outlet of the Emergency Control Valve and a Meter or Ancillary Equipment which is described as a Low Pressure Meter or Low Pressure Ancillary Equipment shall mean that it is designed to operate at Low Pressure;

“Maintenance Days”: shall mean the maximum number of days that National Grid would expect to spend undertaking Planned Maintenance on a particular item of Off-Network National Grid Metering Equipment;

“Management of External Access to Rainbow” : shall mean the document so entitled published by National Grid, as amended or replaced from time to time, which contains information to enable the administration of Supplier access to Rainbow;

“Margins of Error”: shall mean, in relation to a Meter, operating outside the standards prescribed pursuant to the Gas (Meters) Regulations 1983 (S.I 1983/684) as amended by S.I 1993/1521 or as otherwise amended;

“Medium Pressure”: shall mean gas with a maximum operating pressure exceeding 75mbar but not exceeding 2 bar at the outlet of the Emergency Control Valve and a Meter or Ancillary Equipment which is described as a Medium Pressure Meter or Medium Pressure Ancillary Equipment shall mean that it is designed to operate at Medium Pressure;

“Meter”: shall mean a measuring instrument that measures the volume of natural gas passing through it, with a specific badged capacity that is in accordance with Schedule 2B of the Gas Act;

“Meter By-pass”: shall mean any pipe, and associated gas fittings used in connection with it, used to supply gas to a Consumer without passing through the Meter, and thereby secure the continued offtake of gas at the Meter Point, in the event of any failure of, or any work on, part of the Off-Network National Grid Metering Equipment which would impede the flow of gas through the Meter;

“Meter Credit Limit”: shall have the meaning ascribed thereto in Schedule Five, paragraph 2.1;

“Meter Credit Rules”: shall have the meaning ascribed thereto in Schedule Five, paragraph 1.2;

“Meter Housing”: shall mean such protective housing and/or compound designed to accommodate the Off-Network National Grid Metering Equipment to IGE/GM1, Edition 2, and/or IGE/GM6 where applicable, or such other superseding specifications as may be determined from time to time by the Institution of Gas Engineers and Managers for the Off-Network National Grid Metering Equipment;

“Meter Point”: shall mean (1) a point at which gas may, by a single pipe, be offtaken from the IDN System for the purpose of conveyance directly to one particular Consumer Premises connected to the IDN System and, in the case of a Sub-deduct Arrangement, also indirectly from such Consumer Premises to one or more Consumer Premises not connected to the IDN System but forming part of that Sub-deduct Arrangement or (2) in the case of a Sub-deduct Arrangement, each point at which gas may, by a single pipe, be offtaken for the purpose of conveyance directly to such Consumer Premises not connected to the IDN System but forming part of that Sub-deduct Arrangement or (3) a point at which gas may, by a single pipe, be offtaken from an IGT System for the purpose of conveyance directly to one particular Consumer Premises connected to the IGT System but only where there is or will be installed at such point of offtake a Meter with a badged capacity of not less than 11 SCMH;

“Meter Point Reference Number”: shall mean the reference number generated by the gas transporter and allocated to the Meter Point at which the Meter is (or is to be) installed and **“MPRN”** shall be construed accordingly;

“Meter Reading”: shall mean:

- (a) the reading of the index of the Meter; and
- (b) where a Convertor is installed, the corrected and uncorrected readings of the Convertor;

except that where Daily Read Equipment and a Convertor are installed a Meter Reading need not include both the reading under paragraph (a) and the uncorrected reading under paragraph (b);

“Meter Regulator”: shall mean a device located in close proximity to a Meter which is used for

the sole purpose of controlling the pressure of gas within the Meter and/or the Installation Pipework and which is not separated from the Meter by buried pipework, except for short lengths of pipework specifically included in the installation design for access purposes;

“Meter Removal Date”: shall mean

- (a) the date of removal of the Meter as stated in a notice received by National Grid in accordance with the Rainbow MAM Manual provided:
 - (i) such notice informs National Grid that the Meter has been removed from the Meter Point and that it is available for collection by National Grid, together with the location for such collection;
 - (ii) if such date of removal as stated in such notice is earlier than 15 Working Days before the date upon which the notice is received, the date of removal shall be deemed to be 15 Working Days before the date upon which such notice is received; or
- (b) the date upon which National Grid has removed the Meter from the Meter Point in accordance with a request by the Customer to do so (in accordance with the Meter Works Conditions) or any entitlement of IDN Company (Gas Transporter) or the IGT (acting in any capacity) to do so;

“Meter Type”: shall mean:

- (a) a Credit Meter or Prepayment Meter with a badged capacity of less than 11 SCMh; or
- (b) a Diaphragm Meter, Rotary Meter, Turbine Meter, or Orifice Plate Meter (including Flow Computer) with a badged capacity of 11 SCMh and above;

“Meter Works”: shall mean “Meter Works” as defined in the Agreement and General Conditions of Contract for Transactional Meter Works Not Exceeding 7 Bar, “Works” as defined in the Agreement and General Conditions of Contract for Above 7 Bar Transactional Meter Works, and “Adversarial Meter Works” as defined in the Agreement and General Conditions of Contract for Adversarial Meter Works, respectively;

“Meter Works Conditions”: shall mean the Agreement and General Conditions of Contract for Transactional Meter Works Not Exceeding 7 Bar and/or the Agreement and General Conditions of Contract for Above 7 Bar Transactional Meter Works and/or the Agreement and General Conditions of Contract for Adversarial Meter Works;

"Meter Works Contract": shall mean **"Contract"** as such term is defined in the relevant Meter Works Conditions;

"Metering Asset Ad-hoc Invoice": shall have the meaning ascribed thereto in Schedule Three, paragraph 2.5.1;

"Metering Asset Invoice": shall have the meaning ascribed thereto in Schedule Three, paragraph 2.2;

"Metering Asset Adjustment Invoice": shall have the meaning ascribed thereto in Schedule Three, paragraph 2.3.1;

"Metering Agreements": shall mean this Agreement, the Provision and Maintenance Agreement, the Meter Works Conditions, the Rainbow System User Agreement and the Metering Agreements Modification Provisions together with the documents listed in Condition 26.5;

"Metering Agreements Modification Provisions": shall mean the document so entitled which contains the provisions by which changes may be made to certain of the Metering Agreements (including without limitation this Agreement), as amended from time to time;

"Metering Communication": shall mean any communication to be given by a Customer or National Grid (including any notice, application, request, approval, acceptance, invoice or other notice to be given, made or submitted) under this Agreement or any Contract made thereunder;

"Metering Contingency": shall mean an event or circumstance affecting Rainbow, with the exception of Planned Rainbow Downtime, which affects the ability of National Grid or Rainbow Customers to give or receive Batch Transfer Communications or Web Communications;

"Metering Equipment": shall mean the Meter, and Ancillary Equipment and/or where appropriate Convertor, installed or to be installed at a Consumer's Premises;

"Metering Services": shall mean the provision, installation, exchange, commissioning, inspection, repairing, alteration, re-positioning, removal, renewal and maintenance of Off-Network National Grid Metering Equipment together with related services and activities;

"National Grid": shall mean National Grid Gas plc, acting in its capacity as provider of Metering Services, its successors and permitted assigns;

“National Grid Customers”: shall mean the Customer and any other Supplier which is a signatory to an agreement with National Grid upon the terms of this Agreement, and **“National Grid Customers”** shall be construed accordingly;

“National Grid Data”: shall have the meaning ascribed thereto in Condition 13.8.1;

“National Grid (Gas Transporter)”: shall mean National Grid Gas plc, acting in its capacity as a transporter of gas and not as a provider of Metering Services, its successors and permitted assigns;

“National Grid GT Licence”: shall mean the Gas Transporter Licence treated as granted to National Grid Gas plc as modified from time to time;

“National Grid Meter Works”: shall mean Work, Adversarial Meter Works or Meter Works (as the case may be and as each such term is defined in the relevant Meter Works Conditions);

“National Grid Metering Charges”: shall mean the document containing, inter alia, those charges for the provision of Metering Services which is prepared and issued from time to time by National Grid pursuant to special condition 23 of the National Grid GT Licence;

“National Grid Metering Equipment”: shall mean Metering Equipment installed or to be installed, by National Grid at a Consumer’s Premises;

“National Grid Network”: shall mean the National Grid System but excluding any IDN System;

“National Grid System”: shall mean the gas transportation pipeline system which on the Day before the first IDN System Transfer Date is owned and operated by National Grid Gas plc for the conveyance of gas which is authorised by the National Grid GT Licence;

“Non Domestic Premises”: shall mean Consumer Premises which are not Domestic Premises;

“Non National Grid Meter”: shall mean any Meter located at a Meter Point which is not provided by National Grid in accordance with this Agreement;

“Off-Network National Grid Metering Equipment”: shall mean National Grid Metering Equipment located at a Meter Point;

"Ofgem Approved Meter Installer": shall mean any such organisation as is registered by the Authority as an approved Meter Installer for the purposes of standard condition 34(5) of the Supplier Licence;

"Orifice Plate Meter": shall mean a Meter that inferentially measures gas flow by measuring the differential gas pressure each side of an in-line annular plate contained within the Off-Network National Grid Metering Equipment and which includes an Electrical Isolation Barrier and a Flow Computer;

"Other Party": shall have the meaning ascribed thereto in Condition 15.1.1;

"Overall Standard of Performance" or **"OS"**: shall mean any standard of performance as referred to and more particularly described in Schedule Two, Part A, paragraph 3;

"Party": shall mean either National Grid of the one part or the Customer of the other part, or their successors or permitted assigns and **"Parties"** shall be construed accordingly;

"PEMS Agreement": shall mean the agreement entitled **"Post Emergency Metering Services (PEMS) Agreement"** entered into between the Customer and the relevant IDN Company (Gas Transporter) as amended from time to time;

"PEMS Fitted Meter": shall mean a Meter which has been fitted by the relevant IDN Company (Gas Transporter) at a Meter Point pursuant to the PEMS Agreement and where such Meter replaces the Meter which has been provided by National Grid at such Meter Point;

"Planned Maintenance": shall mean a maintenance activity either instigated by National Grid or in response to a request from the Customer or Consumer where the maintenance activity does not require urgent attention;

"Planned Rainbow Downtime": shall have the meaning ascribed thereto in Clause 1.9.1 of the Rainbow System User Agreement;

"P.M. Scheduled Attendance": shall mean an appointment at Domestic Premises between 12 noon and 8 p.m. on a Working Day;

"Post Code Out-Code": shall mean the first portion of the alphanumeric characters of the post code e.g. B31;

"PRS3": shall mean the National Grid product specification for Meter Regulators for gas flow

rates not exceeding 6 SCMH and inlet pressures less than 75mbar;

"PRS33": shall mean the National Grid product specification for Low Pressure Meter Regulators of nominal diameter greater than or equal to 1¹/₄ inch and for inlet pressures up to 75 mbar;

"Prepayment Meter": shall mean a Meter which registers the volume of gas on the index and which is fitted with a device which on the insertion of a coin, token or Gas Card permits the passage of a predetermined quantity of gas;

"Prime Meter": shall mean a Meter installed upstream of any other Meter comprised within a Sub-deduct Arrangement;

"Proceedings": shall have the meaning ascribed thereto in Condition 26.6.1;

"Protected Information": shall have the meaning ascribed thereto in Condition 13.3.1;

"Protected Party": shall have the meaning ascribed thereto in Condition 13.5.1;

"Provision and Maintenance Agreement": shall mean the document entitled "Agreement and General Conditions of Contract for the Provision and Maintenance of Metering Equipment", as amended (or novated) from time to time, in accordance with which the Parties are required to comply in respect of the provision and maintenance by National Grid of Metering Equipment located on the National Grid Network;

"Purging": shall mean the displacement of natural gas by air or inert gas, or the displacement of air or inert gas by natural gas;

"Quantum System": shall mean the Quantum electronic token meter system operated by Siemens Metering Services Limited; and **"Quantum System Meters"** shall be construed accordingly;

"Queries": shall have the meaning of "Metering Queries" as defined in the Standards of Service Query Management Operational Guidelines and **"Query"** shall be construed accordingly;

"Query Count Day": shall have the same meaning as 'National Grid Day' in the Standards of Service Query Management Operational Guidelines being a Working Day where the resolution of the query is within the direct control of National Grid;

“Query Receipt Date”: shall mean the Working Day in which a Query is received by National Grid in accordance with the Standards of Service Query Management Operational Guidelines;

“Query Standard”: shall mean:-

- (a) from the first day of the calendar month that is no less than 6 months after the Implementation Date (subject to paragraph (b) below), the appropriate percentage set out in the '6 month' column in Annex A to Schedule 2, Part B;
- (b) from the first day of the calendar month that is no less than 12 months after the Implementation Date (subject to paragraph (c) below), the appropriate percentage set out in the '12 month' column in Annex A to Schedule 2, Part B;
- (c) from the first day of the calendar month that is no less than 18 months after the Implementation Date, the appropriate percentage set out in the '18 month' column in Annex A to Schedule 2, Part B;

“Quotation”: shall have the meaning ascribed thereto in the relevant Meter Works Conditions;

“Quotation Request for Non Standard Work”: shall have the meaning ascribed thereto in the relevant Meter Works Conditions;

“Rainbow”: shall mean the Rainbow Network and, to the extent to which Rainbow Customers have access to and use of it, the Rainbow System;

“Rainbow Customer”: shall mean (a) any National Grid Customer, provided that the Customer shall cease to be a Rainbow Customer upon termination of this Agreement and the Provision and Maintenance Agreement; or (b) any other person permitted to have access to and use of Rainbow;

“Rainbow Customer Agent”: shall have the meaning ascribed thereto in Condition 17.2.1;

“Rainbow Customer Equipment”: shall mean the computer hardware and other equipment from time to time provided by a Rainbow Customer in accordance with Clause 2.2.1 of the Rainbow System User Agreement;

“Rainbow MAM Manual”: shall mean the document so entitled and issued by National Grid, as amended or replaced from time to time;

“Rainbow Network”: shall mean an information exchange system which runs on a wide area

network, allowing the electronic transfer of information between National Grid and Rainbow Customers and certain access by Rainbow Customers to the Rainbow System more particularly described in the Enhanced IX Operational Guidelines For Use with Rainbow;

“Rainbow System”: shall mean the computer systems operated by National Grid to support implementation of certain provisions of the Metering Agreements and the giving of certain communications by National Grid and Rainbow Customers;

“Rainbow System User Agreement”: shall mean the document so entitled in accordance with which the Customer is required to comply in respect of access to and use of Rainbow, as amended from time to time;

“Rainbow System Validation Document”: shall mean the document so entitled, published by National Grid which describes the rules for the validation of electronic files submitted by Rainbow Customers to the Rainbow System and /or by National Grid to Rainbow Customers (indicating the circumstances in which a transaction would be rejected as invalid) as amended or replaced from time to time;

“Reasonable and Prudent Operator” and **“RPO”**: shall mean a person seeking in good faith to perform its contractual obligations, and in so doing and in the general conduct of its undertaking exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person complying with applicable law engaged in the same type of undertaking in the same or similar circumstances and conditions, and any reference to the standard of a Reasonable and Prudent Operator or RPO shall be construed accordingly;

“Relevant Consumer Data Date”: shall have the meaning ascribed thereto in Condition 25.3;

“Relevant Consumers”: shall have the meaning ascribed thereto in Condition 25.1;

“Relevant Gas Transporter”: shall mean, with respect to a Meter Point, either National Grid (Gas Transporter) or the owner at the relevant time of an IDN System or an IGT System, in each case acting in its capacity as a transporter of gas, its successors and permitted assigns;

“Relevant Meter Indebtedness”: shall have the meaning ascribed thereto in Schedule Five, paragraph 2.1;

“Rental Charge”: shall mean the appropriate charges as set out in the National Grid Metering Charges for the provision and maintenance of a Meter (and/or where applicable Ancillary Equipment and/or Convertor) which is provided in accordance with this Agreement and (where

appropriate) annualised installation charges;

“Replacement Exchange Programme”: shall mean the programme operated by National Grid from time to time to determine those categories of Meters where accuracy levels are found to be outside acceptable tolerance levels and to exchange Meters in such categories with Meters which are within acceptable tolerance levels;

“Replacement Pool”: shall have the meaning ascribed thereto in Schedule Six, paragraph 2;

“Request”: shall have the meaning ascribed thereto in Schedule Two, Part A, paragraph 1.1;

“Rotary Meter”: shall mean a Meter that mechanically measures gas flow by the positive displacement of a discrete volume of gas displaced between two impellers;

“Scheduled Attendance”: shall mean:

- (a) an A.M. Scheduled Attendance; or
- (b) a P.M. Scheduled Attendance; or
- (c) a Two Hour Scheduled Attendance; or
- (d) an All Day Scheduled Attendance;

“Schedules”: shall mean Schedules One through to Seven of this Agreement;

“SCMH”: shall mean the flow rate of a standard cubic metre of gas per hour, a standard cubic metre of gas being that amount of gas which at a temperature of 15°C and an absolute pressure of 1.01325 bar and being free of water vapour occupies one cubic metre;

“Self-bill amount”: shall have the meaning ascribed thereto in Schedule Three, paragraph 1.1.3;

“Service Card”: shall mean a tool used on a Quantum System Meter to:

- (a) commission the Meter and install standard values;
- (b) clear and/or reset faults and tampers;
- (c) decommission the Meter prior to its removal;

“Service Level”: shall have the meaning ascribed thereto in the Agreement and General Conditions of Contract for Transactional Meter Works not Exceeding 7 Bar;

“Shipper”: shall mean a gas shipper licensed under Section 7(A)(2) of the Gas Act (and acting in such capacity) to arrange with the IDN Company (Gas Transporter) for the conveyance or offtake of gas for purposes connected with the supply of gas to premises located on the IDN System;

“Site”: shall mean such premises or land owned or occupied by the Customer and/or the Consumer to which National Grid reasonably requires access in connection with the maintenance services;

“Small Meter Housing”: shall mean a Meter Housing containing Off-Network National Grid Metering Equipment within which a Meter with a badged capacity of less than 11 SCMH is comprised;

“Smaller Meter Point”: shall mean a Meter Point at which a Meter with a badged capacity of less than 11 SCMH is situated;

“Special Metering Supply Meter Installation”: shall have the meaning ascribed thereto in the Code;

“Standard”: shall mean an Individual Standard of Performance or an Overall Standard of Performance or other standard of performance as described in Schedule Two as the context in Schedule Two indicates;

“Standard Ancillary Equipment Sale Price”: shall mean the sale price for Ancillary Equipment as set out in the National Grid Metering Charges;

“Standards of Service Query Management Operational Guidelines”: shall mean the document so entitled and published by National Grid (as amended or replaced from time to time) that sets out the detailed rules of operation for the management of metering Queries, including details of how Query resolution performance is calculated against relevant standards, and the associated payments for failure to meet the specified standards;

“Sub-deduct Arrangement”: shall mean an arrangement of pipes and meters (for the avoidance of doubt comprising a Prime Meter and at least one Sub-deduct Meter), installed before 1st March 1996, which National Grid has recognised as being such an arrangement, by which a part of the gas which is conveyed by the IDN System to a Consumer Premises for the

purposes of supply to those Consumer Premises, is further conveyed to other Consumer Premises for the purposes of supply to those other Consumer Premises;

“Sub-deduct Arrangement Implementation Date”: shall mean 06.00 hours on 12th July 2005;

“Sub-deduct Arrangement Upsizing Works”: shall mean National Grid Meter Works involving the upsizing of a Sub-deduct Meter at a Meter Point comprised within a Sub-deduct Arrangement;

“Sub-deduct Meter”: shall mean a Meter, other than a Prime Meter, that is comprised within a Sub-deduct Arrangement;

“Supplementary Data File”: shall have the meaning ascribed thereto in Schedule Three, paragraph 2.6.1;

“Supplier”: shall mean in relation to any premises, a gas supplier licensed under Section 7(A)(1) of the Gas Act (and acting in such capacity) supplying gas to such premises;

“Supplier Licence”: shall mean a licence granted or treated as granted under Section 7A(1) of the Gas Act (including standard and special conditions thereto) as modified from time to time;

“T”: shall mean the time a relevant Unplanned Maintenance request is received by National Grid;

“Target Due Date”: shall have the meaning ascribed thereto in Schedule Three, paragraph 3.1.2(b);

“Temporary Alternative Arrangement”: shall mean an arrangement other than by means of a Meter By-pass to temporarily enable the flow of gas to Consumer Premises without measurement by a Meter;

“Termination Notice”: shall have the meaning ascribed thereto in Condition 12.3.3;

“TGB” or **“Tariff Gas Billing”**: shall mean the software system settings used in a Quantum System Meter and introduced during 1995;

“Transactional Charges”: shall mean the charges payable in accordance with the National Grid Metering Charges in respect of certain maintenance activities performed by National Grid

in accordance with this Agreement;

“Turbine Meter”: shall mean a Meter that inferentially measures gas flow by measuring the speed of turbine blades rotating in the gas stream;

“Two Hour Scheduled Attendance”: shall mean an appointment at Domestic Premises in a specified two hour period commencing on any even numbered hour between 8 a.m. and 6 p.m. on a Working Day;

“UMS”: shall mean Utility Metering Services Limited registered number 3705740 whose registered office is at 1-3 Strand, London, WC2N 5EH;

“Uniform Network Code”: shall mean the document (as the same maybe modified, varied or amended from time to time) prepared by the Relevant Gas Transporters for the purposes of their Gas Transporter’s Licence;

“Unplanned Maintenance”: shall mean a maintenance activity which is not Planned Maintenance and is usually instigated by the Customer or Consumer in response to a suspected fault or failure of the Off-Network National Grid Metering Equipment;

“Ultrasonic Meter”: shall mean a Meter that inferentially measures gas flow by using time of flight of ultrasound pulses through the gas stream;

“Valid Visit”: shall mean a visit made in accordance with Schedule Two, Part A, paragraph 2.2 and in respect of which National Grid is obliged to make payment in the event of failure;

“Web Communication”: shall mean a data file transmitted by National Grid or by a Rainbow Customer by means of the internet as described in the Rainbow MAM Manual and the Web Portal User Guidelines;

“Web Portal”: shall mean such computer system as may be made available by National Grid for access by the Customer via the internet for the performance of certain functions on the Rainbow System;

“Web Portal User Guidelines”: shall mean the document so entitled and published by National Grid which contains training and instructions on the use of Web Communications, as amended or replaced from time to time;

“Working Day”: shall mean a Day other than a Saturday, a Sunday, Christmas Day, Good Friday, or a Day which is a bank holiday within the meaning of the Banking and Financial

Dealings Act 1971;

“Working Hours”: shall mean (i) for the purposes of Schedule Two, Part A, the hours between 8 a.m. and 8 p.m. on each Working Day, and between 9 a.m. and 5 p.m. on any other Day; and (ii) for any purposes other than Schedule Two, Part A, the hours between 8 a.m. and 8 p.m. on each Working Day;

“Year”: shall mean a calendar year.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

1.2.1 headings and sub-headings are for convenience only and shall not affect the interpretation of this Agreement;

1.2.2 all references to any:

(a) statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto; and

(b) technical procedure, technical standard and technical specification shall be deemed to include references to any technical procedure, technical standard and technical specification which amends, extends, consolidates or replaces the same;

1.2.3 reference to contractors shall be interpreted as referring to contractors and subcontractors of any tier;

1.2.4 reference to the word “includes” or “including” are to be construed without limitation;

1.2.5 where general words are followed by specific examples, the nature of the specific examples shall not restrict or qualify the natural meaning of the general words and the rule that where particular words are followed by general words the general words are limited to the same kind as the particular words shall not apply;

1.2.6 reference to times of the Day in this Agreement are to official time in the United Kingdom and except where otherwise provided:

- (a) where anything is to be done under this Agreement by or not later than a Day or any period under this Agreement is to run to a Day such thing may be done or such period shall run up to the end of such Day;
- (b) where anything is to be done under this Agreement from or not earlier than a Day or any period under this Agreement is to run from a Day, such thing may be done or such period shall run from the start of such Day.

1.3 In the event of any conflict between these Conditions and the Schedules, the former shall prevail.

1.4 Unless the context otherwise requires, references to a Condition or Schedule are to a Condition or Schedule in this Agreement, and references in a Schedule or part of a Schedule (including an Annexure to that Schedule) to a paragraph or sub-paragraph are to a paragraph or sub-paragraph of that Schedule or that part of that Schedule.

2. COMMENCEMENT OF AGREEMENT

This Agreement shall be effective on the date (the “**Effective Date**”) on which the last of the following occurs:

- (a) signature of the Rainbow System User Agreement by National Grid and the Customer;
- (b) the Customer Accession Date;
- (c) the first IDN System Transfer Date to occur following receipt by the Customer of prior written notice from National Grid of such IDN System Transfer Date;
- (d) signature of this Agreement by National Grid and the Customer,

and shall continue in force and effect until terminated pursuant to the provisions of this Agreement.

3. INITIAL APPOINTMENT

3.1 Where immediately prior to each and any IDN System Transfer Date National Grid provided to the Customer National Grid Metering Equipment located at Meter Points connected to the relevant IDN System pursuant to the terms of the Provision and Maintenance Agreement, then:

- (a) with effect from that IDN System Transfer Date National Grid is hereby deemed to be

Appointed by the Customer as the provider of such Off-Network National Grid Metering Equipment and there will be a deemed De-Appointment under the Provision and Maintenance Agreement in respect thereof;

- (b) National Grid hereby agrees to continue to provide the same in accordance with the terms of this Agreement;
- (c) the Customer hereby agrees to pay Rental Charges in respect of the same in accordance with the terms of this Agreement; and
- (d) for the avoidance of doubt, the terms contained in the Provision and Maintenance Agreement shall continue to govern any dispute arising from an incident in respect of such Off-Network National Grid Metering Equipment which has occurred prior to the IDN System Transfer Date.

3.1A Where immediately prior to the Sub-deduct Arrangement Implementation Date National Grid provided National Grid Metering Equipment at the Customer's Meter Points comprised within a Sub-deduct Arrangement pursuant to the terms contained in the Code and only to the extent that such National Grid Metering Equipment is not the subject of Alternative Contract Conditions:

- (a) with effect from the Sub-deduct Arrangement Implementation Date, the Customer hereby Appoints National Grid as the provider of the same at such Meter Points;
- (b) National Grid agrees to continue to provide the same in accordance with the terms of this Agreement;
- (c) the Customer hereby agrees to pay Rental Charges in respect of the same in accordance with the terms of this Agreement; and
- (d) for the avoidance of doubt, the terms contained in the Code shall continue to govern any dispute arising from an incident in respect of National Grid Metering Equipment comprised within a Sub-deduct Arrangement which occurred prior to the Sub-deduct Arrangement Implementation Date.

3.2 For the avoidance of doubt, National Grid shall not be entitled to charge for rental in respect of the same Meter Point in respect of the same period under the Provision and Maintenance Agreement and this Agreement.

3A REQUEST AND DELIVERY OF PREPAYMENT METERS UNDER THE ADVERSARIAL METER WORKS CONDITIONS

3A.1 Subject to Conditions 3A.7 and 3A.9, and in respect of any Meter Point, the Customer may from time to time (1) request National Grid pursuant to and in accordance with the Adversarial Meter Works Conditions to exchange a Credit Meter provided pursuant to this Agreement for a Prepayment Meter, and/or (2) request National Grid pursuant to and in accordance with the Meter Works Conditions to provide and install a Convertor for an existing Meter provided pursuant to this Agreement, at a Meter Point, and in respect thereof:

- (a) any such request for exchange or provision shall be initiated, and progressed, in accordance with this Condition 3A and the Rainbow MAM Manual, and shall comply with any requirements contained therein;
- (b) if the request for exchange or provision does not comply with the same, National Grid may reject such request, in which case it shall notify the Customer of such rejection within 1 Working Day of National Grid's receipt of such request in accordance with the process detailed in the Rainbow MAM Manual;
- (c) if National Grid accepts the request for exchange or provision, it shall provide the requested item of Off-Network National Grid Metering Equipment in accordance with this Agreement and the Rainbow MAM Manual; and
- (d) any such request for exchange or provision shall be initiated, and progressed in accordance with the Rainbow MAM Manual and the appropriate Meter Works Conditions and shall comply with any requirements contained therein.

3A.2 Subject always to Condition 3A.7, where pursuant to Condition 3A.1 National Grid is requested by the Customer to provide a Prepayment Meter to replace a Credit Meter in situ or provide a Convertor for an existing Meter at the Meter Point, then such replacement Prepayment Meter or Convertor shall be provided in accordance with this Agreement and the Rainbow MAM Manual and the installation of the same shall be in accordance with the appropriate Meter Works Conditions.

3A.3 Subject always to Condition 10.1 National Grid shall have the sole discretion to specify the make or model of the Meter Type which it provides pursuant to this Agreement provided that any Prepayment Meter provided in accordance with this Agreement shall be capable of supporting the Quantum System.

3A.4 Any request for provision of a Prepayment Meter pursuant to Condition 3A.1 (except where

Ancillary Equipment has already been installed prior to such request) shall also constitute a deemed request for the provision of Ancillary Equipment associated therewith. Accordingly, subject to Condition 3A.7(b), where National Grid provides a Prepayment Meter in accordance with this Agreement and installs it in accordance with the appropriate Meter Works Conditions it shall always also provide the associated Ancillary Equipment in accordance with this Agreement and install it in accordance with the appropriate Meter Works Conditions.

3A.5 Where a Meter requires a battery for its operation National Grid will provide it with the Meter and where required replace such battery in compliance with its maintenance obligations.

3A.6 Subject to Conditions 9 and 10 and Schedule Four, the Rental Charge shall not include the cost of transportation of the Prepayment Meter and/or Ancillary Equipment and/or Converter to the Meter Point, or its installation, testing, Purging or commissioning or its removal at termination of the Contract in respect of the same. Such costs shall be borne in accordance with the appropriate Meter Works Conditions.

3A.7 In respect of any Meter Point:

(a) except in the case of (b) below National Grid will not provide, nor provide and install, a Meter and Ancillary Equipment unless provided, or provided and installed, together but not separately;

(b) and for the purposes of Condition 3A.1, where Ancillary Equipment is in situ and is owned by National Grid then if requested National Grid will provide and install a replacement Prepayment Meter only;

(c) where a Meter and/or Ancillary Equipment is in situ and is not owned by National Grid, National Grid will not provide and install a Meter and/or Ancillary Equipment;

(d) National Grid will not provide and install a Converter to a Non National Grid Meter.

3A.8 Subject to Condition 3A.1, nothing in this Agreement shall entitle the Customer to request National Grid to provide and install a Meter and Ancillary Equipment and/or a Converter at any Meter Point connected to an IDN System except where expressly stated otherwise.

3A.9 With respect to any Meter Point which is or is to be comprised within a Sub-deduct Arrangement Condition 3 and 3A shall be read and construed subject to the provisions of Schedule Nine.

3A.10 For the avoidance of doubt, the rights and obligations of National Grid and the Customer pursuant to this Agreement which apply in respect of any item of Off-Network National Grid

Metering Equipment will apply only to such item of Off-Network National Grid Metering Equipment which National Grid has provided or provides to the Customer pursuant to this Agreement.

4. METER CREDIT LIMITS

The provisions relating to Meter Credit Limits of the Customer are set out in Schedule Five.

5. OWNERSHIP

5.1 Subject to Conditions 23 and 25:

- (a) ownership of the Meter and/or the Ancillary Equipment and/or Convertor (where it has been provided and installed by National Grid) shall remain with National Grid (or any person to whom National Grid may transfer ownership) at all times;
- (b) the Customer shall take all reasonable steps to ensure (by making suitable arrangements with the Consumer) that any notice of ownership affixed by National Grid to the Meter and/or Ancillary Equipment and/or Convertor by National Grid will not be removed or defaced.

6. COMMENCEMENT AND TERMINATION OF CONTRACTS

6.1 A Contract for any Meter, or Meter and Ancillary Equipment and/or Convertor, not comprised within a Sub-deduct Arrangement and which has been provided by National Grid at any Meter Point shall commence:

- (a) in respect of National Grid Metering Equipment referred to in Condition 3, on and with effect from the IDN System Transfer Date by reason of the deemed Appointment made by the Customer pursuant thereto;
- (b) in respect of such Off-Network National Grid Metering Equipment located at Meter Points which come into the Customer Portfolio after the IDN System Transfer Date whether by reason of the Customer being the first Supplier or due to a change of Supplier at such Meter Point, on the Appointment Date in accordance with Condition 7.

and a Contract for any Meter, or Meter and Ancillary Equipment and/or Convertor, comprised within a Sub-deduct Arrangement and which has been provided by National Grid at any Meter Point and installed:

- (c) before or on the Sub-deduct Arrangement Implementation Date, will commence on the Sub-deduct Arrangement Implementation Date by the reason of the Appointment made by the Customer in accordance with Condition 3.1A;
- (d) after the Sub-deduct Arrangement Implementation Date, will commence on the Appointment Date in accordance with Condition 7 due to a change of Supplier at such Meter Point.

6.2 Any such Contract made in accordance with Condition 6.1 shall terminate on:

- (a) the De Appointment Date; or
- (b) termination of this Agreement in accordance with Condition 12.

6.3 The Customer's liability to pay Rental Charges and all other obligations of the Parties under this Agreement in respect of the subject matter of the Contract shall:

- (a) commence on the date the Contract commences pursuant to Condition 6.1 and accordingly Rental Charges will be levied on the Customer in respect of Appointments made in accordance with Conditions 3 and 3.1A and Condition 7.1 from the Effective Date or Sub-deduct Arrangement Implementation Date (as the case may be) and the Appointment Date respectively, and no retrospective corrections will be made;
- (b) cease either upon:
 - (i) the date on which the Contract in respect of all Off-Network National Grid Metering Equipment at the Meter Point terminates in accordance with Condition 6.2 (irrespective of whether more than one Appointment has occurred in respect of the Meter Point); or
 - (ii) the Ancillary Equipment Removal Date, the Meter Removal Date or the Convertor Removal Date in respect of such item(s) of Off-Network National Grid Metering Equipment that are the subject of the removal.

6.4 Where any Meter and/or Ancillary Equipment and/or Convertor is removed by National Grid for reasons of repair or replacement in accordance with Conditions 9.1 or 9.2, or by reason of exchange in accordance with Conditions 9.3 or 10, this will not result in termination of the Contract for the same.

7. APPOINTMENT AND DE APPOINTMENT

- 7.1 Where the Customer wishes National Grid to provide Off-Network National Grid Metering Equipment in respect of a Meter Point in accordance with this Agreement the Customer shall appoint National Grid to do so by serving a notice ("**Appointment Notice**") for such purpose in accordance with this Condition 7 and the appropriate process flows contained in the Rainbow MAM Manual.
- 7.2 An Appointment will only become effective in respect of such Meter Point where the Appointment Notice:
- (a) is sent by means of any Metering Communication method permitted by the Rainbow MAM Manual;
 - (b) is sent no later than 8 p.m. on the Day preceding the intended Appointment Date;
 - (c) is sent no earlier than 9 a.m. on the 180th Day preceding the intended Appointment Date; and
 - (d) contains all the mandatory data required by the Rainbow MAM Manual.
- 7.3 An Appointment:
- (a) where made in error may be withdrawn only by sending a De Appointment Notice; and
 - (b) shall take effect only upon the Appointment Date and shall not apply retrospectively.
- 7.4 Where the Customer sends an Appointment Notice, National Grid will by any Metering Communication method specified by the Rainbow MAM Manual send the Customer:
- (a) ordinarily within 1 Day and in any event within 2 Days following receipt of the Appointment Notice, an acceptance file, or rejection file (if the Appointment Notice was not effective) as specified in the Rainbow MAM Manual;
 - (b) an update file as specified in the Rainbow MAM Manual where the Appointment Notice is not rejected and in such case, such file will be sent ordinarily within 1 Day and in any event within 2 Days following receipt of the Appointment Notice.
- 7.5 Where more than one Appointment has been recorded in respect of the same Meter Point, National Grid will produce a weekly report for each relevant National Grid Customer, detailing

the MPRN, the other National Grid Customer involved, and the date of such other Appointment (and subsequent De Appointment if applicable).

7.6 Where the Customer no longer wishes National Grid to provide such Off-Network National Grid Metering Equipment in respect of a Meter Point in accordance with this Agreement it shall De Appoint National Grid by serving a notice ("**De Appointment Notice**") for such purpose in accordance with this Condition 7 and the appropriate process flows contained in the Rainbow MAM Manual.

7.7 Such De Appointment will only become effective in respect of such Meter Point where the De Appointment Notice:

- (a) is sent by means of any Metering Communication method permitted by the Rainbow MAM Manual;
- (b) is sent no later than 8 p.m. on the Day preceding the intended De Appointment Date except where the reason for such De Appointment is demolition of the premises at such Meter Point;
- (c) is sent no earlier than 9 a.m. on the 180th Day preceding the intended De Appointment Date;
- (d) is sent no later than 8 p.m. on the 180th Day following the intended De Appointment Date provided that the reason for such De Appointment is demolition and further provided that the De Appointment Date is:
 - (i) the date of demolition of the premises at such Meter Point; and
 - (ii) no earlier than the Effective Date; and
- (e) contains all the mandatory data required by the Rainbow MAM Manual.

7.8 A De Appointment:

- (a) where made in error may be withdrawn only by sending an Appointment Notice; and
- (b) shall take effect only upon the De Appointment Date and shall not apply retrospectively (except where the reason for such De Appointment is demolition of the premises at such Meter Point).

7.9 Ordinarily within 1 Day and in any event within 2 Days following receipt of the De Appointment Notice, National Grid will by any Metering Communication method specified by the Rainbow MAM Manual send the Customer who sent the De Appointment Notice an acceptance file, or rejection file (if the De Appointment Notice was not effective) as specified in the Rainbow MAM Manual.

7.10 An Appointment Notice or De Appointment Notice may be given and may become effective only in respect of all Off-Network National Grid Metering Equipment provided at the Meter Point and not for any part only thereof.

8. CHARGES, PAYMENT AND INVOICING

8.1 The Rental Charge in respect of any Meter (and/or where applicable, Ancillary Equipment and/or Converter) provided by National Grid is set out in the National Grid Metering Charges.

8.2 The Rental Charge includes maintenance of a Meter provided by National Grid and/or, where applicable the Ancillary Equipment and Converter provided and installed by National Grid.

8.3 Transactional Charges may also apply in respect of those activities listed in Schedule Four and any such Transactional Charges shall be contained in and levied in accordance with the National Grid Metering Charges.

8.4 National Grid shall give no less than 3 months notice of any change (whether an increase or decrease) to National Grid Metering Charges.

8.5 The amounts payable by the Customer to National Grid, and where applicable by National Grid to the Customer, in accordance with this Agreement will be invoiced and payable in accordance with Schedule Three.

9. REPAIR AND REPLACEMENT OF OFF-NETWORK NATIONAL GRID METERING EQUIPMENT

9.1 The Customer shall take all reasonable steps (by making suitable arrangements with the Consumer) to ensure that the Off-Network National Grid Metering Equipment situated at a Meter Point is secure and not damaged, stolen or otherwise mistreated.

9.2 Without prejudice to the maintenance provisions in Schedule Four, where at any time the Customer becomes aware that any item of Off-Network National Grid Metering Equipment provided by National Grid at a Meter Point pursuant to this Agreement has been damaged or stolen or is faulty it shall notify National Grid accordingly as soon as reasonably practicable

following such discovery.

9.3 Where the Customer notifies National Grid pursuant to Condition 9.2, or National Grid becomes aware, that any item of Off-Network National Grid Metering Equipment provided by National Grid pursuant to this Agreement is:

- (a) faulty and such fault is as a result of any defect in design or manufacture; or
- (b) damaged by:
 - (i) National Grid its agents or contractors;
 - (ii) act of God;
 - (iii) any substance (including water or contaminants) conveyed to the Off-Network National Grid Metering Equipment by the IDN System or (as the case may be) the IGT System; or
 - (iv) an incident upstream of the Meter attributable to the relevant IDN Company (Gas Transporter) or IGT and/or National Grid (Gas Transporter);
- (c) stolen or damaged by anyone other than the Customer its agents or contractors and the Customer provides National Grid with a Crime Number in respect of such theft or damage;

then National Grid shall:

- (i) in the case of (a), (b) and (c), replace such item with an item of equivalent size and type (or in the case of damage may repair the same) at its cost and expense which shall include the cost of all labour, materials and transportation; and
- (ii) in the case of (a) and (b) only, where such fault or damage causes such item of Off-Network National Grid Metering Equipment to fail to register the measurement of the volume of gas, pay to the Customer a rebate of the Rental Charge which was paid by the Customer in respect of such item for each Day commencing from the date National Grid received notice, or became aware of such fault or damage and ending on the date National Grid installs the replacement item or completes the repair, as the case may be. The rebate shall not apply for any Day in respect of which National Grid is unable to install the replacement item or undertake repair, as the case may

be, for any reason not attributable to National Grid provided that the Customer has been given a reasonable opportunity to arrange an appointment for such repair or replacement.

- 9.4 Subject always to Condition 9.3, where the Customer notifies National Grid pursuant to Condition 9.2, or National Grid becomes aware, that any item of such Off-Network National Grid Metering Equipment is damaged or stolen or otherwise mistreated then National Grid shall replace such item with an item of equivalent size and type (or in the case of damage may repair the same at the cost and expense of the Customer) at the cost and expense of the Customer which shall include the cost of all labour, materials and transportation as follows:

$$\text{Charge} = (x/y) \cdot z$$

Where:

x = the then current cost to National Grid of the replacement Meter.

y = 20 (where the stolen/damaged Meter is a Credit Meter) or 10 (where the stolen/damaged Meter is a Prepayment Meter).

z = $y - a$

where

a = the number of years elapsed since the date of installation of the stolen/damaged Meter.

- 9.5 For the avoidance of doubt National Grid will be entitled at its cost and sole discretion to exchange:

(a) any item of Off-Network National Grid Metering Equipment in accordance with its Replacement Exchange Programme having regard to the provisions of Schedule Six; and/or

(b) a particular class or category of Off-Network National Grid Metering Equipment where National Grid considers it necessary to do so for safety reasons and in such circumstances National Grid will liaise with the Customer and may liaise directly with the Consumer as appropriate to arrange the appointment for such exchange.

- 9.6 Unless otherwise agreed by National Grid and the Customer, where National Grid provides a replacement Meter in accordance with this Condition 9 with a badged capacity of 11 SCMH or

above, such Meter will be of the same Meter size (capacity) and Meter Type as the Meter which is replaced.

9.7 With respect to any Meter Point which is or is to be comprised in a Sub-deduct Arrangement, this Condition 9 shall be read and construed subject to the provisions of Schedule Nine.

9.8 NOT USED

10. METER ACCURACY

10.1 All Meters which have been or are provided by National Grid under this Agreement shall:

- (i) comply with the requirements of the Gas Act and the Gas (Meters) Regulations 1983 where applicable; (in each case, as in force at the date of installation of such Meter);
- (ii) have been manufactured to all applicable European standards (in each case as in force at the date of installation of such Meter); and
- (iii) as required by Section 17 of the Gas Act, have been stamped by the Authority or an equivalent European Union (EU) authority for use with supply of gas not exceeding a capacity ("badged capacity") in respect of which the stamp applies.

10.2 In accordance with the requirements of the Gas Act, where the Customer disputes the accuracy of any Meter provided by National Grid and requires a Meter accuracy test it shall notify National Grid in accordance with the procedures detailed in the Rainbow MAM Manual and, following such notification, such Meter shall (where required) be removed and transported to the Authority (or their appointed agent) for testing by the Authority. A replacement Meter of the same Meter Type and size (capacity) (in respect of which continued payment of the Rental Charge will apply at the same charge rate as for the original Meter) will be provided by National Grid to allow the exchange to take place. The removal of such Meter from the Meter Point, its transportation to the Authority (or their appointed agent) for testing and the exchange work necessary to replace such Meter shall be performed by National Grid in accordance with the appropriate Meter Works Conditions.

10.3 If the Meter passes the accuracy test, then the Customer will pay National Grid the charges for such exchange work, transportation and testing determined in accordance with the appropriate Meter Works Conditions.

10.4 If the Meter fails the accuracy test, then National Grid will:

- (a) bear the costs of such exchange work, transportation and testing; and
- (b) subject always to Condition 10.5, pay to the Customer a rebate of the Rental Charge for each Day for which the Rental Charge is paid commencing from the date of the last actual reading before the date of such notification by the Customer in accordance with Condition 10.2 and ending on the date National Grid installs the replacement Meter.

10.5 In respect of the rebate referred to in Condition 10.4:

- (a) the period of such rebate shall not exceed:
 - (i) 2 years in the case of any Meter with a capacity that does not exceed 21 SCMH badged capacity; and
 - (ii) 4 calendar months in the case of Meters with a capacity which exceeds 21 SCMH badged capacity; and
- (b) such rebate shall not apply for any Day in respect of which National Grid is unable to install such replacement Meter for any reason not attributable to National Grid (its agent or contractor) provided that the Customer has been given a reasonable opportunity to arrange an appointment for such replacement.

11. MAINTENANCE

- 11.1 Subject to Condition 11.5, National Grid shall maintain any Off-Network National Grid Metering Equipment owned by National Grid and provided to the Customer pursuant to this Agreement, such maintenance activities being listed in Schedule Four and including those activities necessary to satisfy National Grid's requirement to keep a Meter in proper order pursuant to the Gas Act, Schedule 2B, paragraph 3(3).
- 11.2 Maintenance obligations in respect of each such Meter and/or Ancillary Equipment and/or Convertor shall cease when the Contract in respect of the same ceases.
- 11.3 In respect of those activities which are listed in Schedule Four as not being maintenance activities and which are subject to separate Transactional Charges as set out in the National Grid Metering Charges, National Grid will perform the same and levy such Transactional Charges accordingly in accordance with this Agreement.
- 11.4 Any Request by a Consumer in accordance with Schedule Two, Part A will be deemed to be a request by the Customer but in all other cases, save where National Grid directly

communicates with the Consumer in accordance with Schedule Four, National Grid will not respond to such Consumer's request but shall refer it to the Customer for action.

11.5 The provisions upon which National Grid will purchase Meters which have been fitted by the relevant IDN Company (Gas Transporter) under the PEMS Agreement are set out in Schedule Four, paragraph 1.10.

11.6 With respect to any Meter Point which is or is to be comprised in a Sub-deduct Arrangement, this Condition 11 shall be read and construed subject to the provisions of Schedule Nine.

12. TERMINATION

12.1 General

This Agreement may be terminated either by the Customer under and in accordance with Condition 12.2 or by National Grid under and in accordance with Condition 12.3.

12.2 Voluntary termination

12.2.1 Subject to Condition 12.2.2, a Customer may at any time by giving notice to National Grid by Conventional Notice ("**Discontinuance Notice**") voluntarily terminate this Agreement.

12.2.2 This Agreement may not be voluntarily terminated under this Condition 12.2 until such time as:

- (i) all amounts payable or (other than in respect of any recurrent charge becoming payable by reason only of the lapse of time after the date on which the last of the other requirements of this Condition 12.2.2 is satisfied) which may become payable by the Customer to National Grid pursuant to any provision of this Agreement have been paid in full;
- (ii) National Grid has received from the Customer De Appointment Notices for all Contracts for all Off-Network National Grid Metering Equipment which has been provided to the Customer pursuant to this Agreement;
- (iii) any outstanding breach, being a breach capable of remedy and of which National Grid has given notice to the Customer, by the Customer of any provision of this Agreement shall have been remedied; and
- (iv) all Off-Network National Grid Metering Equipment provided by National Grid

has been removed and made available for collection by National Grid (and for the avoidance of doubt the cost of the collection from such location shall be borne by National Grid).

12.2.3 Where a Customer has served a Discontinuance Notice the Customer and National Grid shall remain bound by this Agreement until the requirements of Condition 12.2.2 are satisfied.

12.2.4 Where a Customer has served a Discontinuance Notice, after the satisfaction of the last of the requirements of Condition 12.2.2 to be satisfied:

- (i) with effect from the Working Day following such satisfaction, but without prejudice to Condition 12.2.5 this Agreement shall, unless otherwise provided in this Agreement, terminate; and
- (ii) National Grid will as soon as reasonably practicable (and where possible before such date) inform the Customer of the date of such termination.

12.2.5 Notwithstanding Condition 12.2.4, National Grid and/or (as the case may be) the Customer shall remain liable, subject to and in accordance with this Agreement, to the other after the date of termination referred to in Condition 12.2.4:

- (i) in the case of National Grid for any amount which was or becomes payable by National Grid, and in the case of the Customer for any amount which becomes payable under this Agreement in respect of any period before such date of termination;
- (ii) in respect of any outstanding breach of any provision of this Agreement, where such breach was not (for the purposes of Condition 12.2.2(iii)) capable of remedy or (notwithstanding that Condition) was capable of remedy but was not remedied; and
- (iii) in the case of both Parties, under and in accordance with Conditions 13.6, 13.8.3 and 13.8.4.

12.3 National Grid Termination

12.3.1 For the purposes of this Condition there shall have occurred a "Customer Default" in relation to the Customer (the "**Defaulting Customer**") in any of the following events or circumstances:

- (a) where in relation to any amount (or amounts in aggregate) of not less than £10,000 which has become due for payment by the Defaulting Customer under this Agreement (excluding for the avoidance of doubt amounts the subject of an Invoice Query which by virtue of Schedule Three, paragraph 4.2.2 have not become due for payment):
- (i) the Defaulting Customer has not paid the amount in full by the 5th Working Day after the due date for payment, and
 - (ii) on or after the 5th Working Day after the date for payment National Grid has given notice to the Defaulting Customer requiring payment of such amount, and
 - (iii) the Defaulting Customer has not paid such amount in full by the 5th Working Day after the date of National Grid's notice under (ii) above;
or
- (b) in accordance with paragraph 3.3 of Schedule Five; or
- (c) where:
- (i) the Defaulting Customer is in material breach, other than such a breach as is referred to in Condition 12.3.7, of any material provision (other than a payment obligation) of this Agreement; and
 - (ii) the breach is capable of remedy by the Defaulting Customer; and
 - (iii) National Grid has given notice (making reference to this Condition 12.3) of such breach to the Defaulting Customer; and
 - (iv) within 10 Working Days after National Grid's notice under (iii) above, the Defaulting Customer does not either:
 - (1) remedy the breach in all material respects, where the breach is capable of remedy within such period of 10 Working Days;
or
 - (2) where the breach is not so capable of remedy within such period, provide to National Grid a programme (setting out the steps to be taken by the Customer and the timetable for

taking such steps) for the remedy of the breach as soon as is reasonably practicable; and

- (v) in the case of (iv)(2) above, the Defaulting Customer does not:
 - (1) remedy the breach in all material respects with all reasonable diligence and so far as reasonably practicable in accordance with the programme provided thereunder or a revised programme pursuant to (v)(2) below; and
 - (2) where notwithstanding the reasonable diligence of the Customer it is not reasonably practicable for the Customer to remedy the breach in accordance with that programme, provide to National Grid a revised such programme; and
- (vi) the breach remains unremedied in any material respect after the expiry of 5 Working Days after a further notice by National Grid to the Defaulting Customer to the effect that the Defaulting Customer has not complied with (iv) or (v) above; or

(d) where:

- (i) the Defaulting Customer is in material breach, other than such a breach as is referred to in Condition 12.3.7, of any relevant provision (other than a payment obligation) of this Agreement; and
- (ii) the breach is not capable of remedy; and
- (iii) National Grid has given notice (making reference to this Condition 12.3) of the breach to the Defaulting Customer; and
- (iv) at any time within the period of 12 months following National Grid notice under (iii) above, there occurs a further material breach by the Defaulting Customer of the same provision of this Agreement; and
- (v) National Grid has given a notice of such further breach to the Defaulting Customer and a period of 5 Working Days has expired following such notice; or

(e) where:

- (i) the Defaulting Customer is unable to pay its debts (within the meaning of Section 123(l) or (2) of the Insolvency Act 1986, but subject to Condition 12.3.2), or any voluntary arrangement is proposed in relation to it under Section I of that Act or it enters into any composition or scheme of arrangement (other than for the purpose of a bona fide solvent reconstruction or amalgamation); or
- (ii) the Defaulting Customer has a receiver (which expression shall include an administrative receiver within the meaning of Section 29 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking appointed; or
- (iii) an administrator is appointed of the Defaulting Customer; or
- (iv) the Defaulting Customer passes any resolution for winding-up (other than for the purpose of a bona fide solvent reconstruction or amalgamation); or
- (v) the Defaulting Customer becomes subject to an order by the High Court for winding-up; or
- (f) where the Supplier Licence granted to the Defaulting Customer is determined or revoked or otherwise ceases to be in force for any reason whatsoever, or such licence is assigned unless such assignment is contemporaneous with an assignment by the Customer of all of its rights and obligations under this Agreement in accordance with Condition 21.

12.3.2 For the purposes of Condition 12.3.1(e)(i), Section 123(1)(a) of the Insolvency Act 1986 shall have effect as if for “£750” there was substituted “£10,000”; and the Defaulting Customer shall not be deemed to be unable to pay its debts for the purposes of that Condition if any such demand as is mentioned in the said Section is being contested in good faith by the Defaulting Customer with recourse to all appropriate measures and procedures.

12.3.3 Upon the occurrence of a Customer Default, and at any time after such occurrence at which the Customer Default is continuing, National Grid may give notice by Conventional Notice (“**Termination Notice**”) to the Defaulting Customer to the effect that this Agreement shall terminate with effect from the date (which may be any date on or after the date on which the notice is given) specified in the notice.

12.3.4 Where National Grid gives a Termination Notice to a Defaulting Customer, with effect from the date specified in the notice:

- (a) subject to Condition 12.3.5, this Agreement shall unless otherwise provided in this Agreement, terminate; and
- (b) all Contracts which have been made in accordance with this Agreement shall cease.

12.3.5 The giving of a Termination Notice and the application of Condition 12.3.4 shall not affect the rights and obligations of National Grid and the Defaulting Customer under this Agreement (including rights and obligations in respect of the Customer Default, and in respect of amounts including interest payable by either Party, and rights and obligations arising pursuant to any provision of this Agreement) accrued up to the date referred to in Condition 12.3.4, and the Parties' respective rights and obligations under Conditions 13.6, 13.8.3 and 13.8.4, which shall continue to be enforceable notwithstanding that Condition.

12.3.6 Where National Grid has given a Termination Notice it shall be entitled to inform such persons as it thinks fit that it has done so, including the Consumer in relation to any Meter Point of which the Defaulting Customer was the Customer.

12.3.7 For the purposes of Condition 12.3.1(c)(i) and (d)(i) the following breaches are excluded:

- (a) a breach which results from a breach by National Grid of this Agreement; and
- (b) a breach (other than a wilful breach of a provision of this Agreement) where this Agreement specifically provides some other remedy for such breach and such other remedy may reasonably be considered to be adequate in the circumstances.

12.3.8 For the purposes of Conditions 12.3.1(c)(i) and 12.3.1(d)(i) a breach is a material breach of a relevant provision where and only where:

- (a) in the case of a material provision, the breach is wilful or reckless; or
- (b) in the case of any provision, as a result of the breach, National Grid or the Customer:
 - (i) is in material breach of :

- (1) any material provision of this Agreement; or
- (2) any Legal Requirement; or
- (ii) incurs any material liability or expense.

13. CONFIDENTIALITY AND DATA PROTECTION

13.1 National Grid obligations

13.1.1 National Grid shall secure that Protected Information is not:

- (a) disclosed to any person other than:
 - (i) an officer or employee of National Grid whose province it is to know the same, and/or
 - (ii) a professional adviser, agent, or contractor of National Grid or consultant to National Grid;

in any such case in accordance with the requirements of Condition 13.4; or

- (b) used by National Grid or any person referred to in Condition 13.1.1(a) for any purpose other than carrying on the activities of National Grid pursuant to this Agreement or the Provision and Maintenance Agreement or the appropriate Meter Works Conditions to which the Customer is a party.

13.2 Customer obligations

13.2.1 The Customer shall secure that Protected Information is not:

- (a) disclosed to any person other than:
 - (i) an officer or employee of the Customer whose province it is to know the same, and/or
 - (ii) a professional adviser, agent or contractor of the Customer or consultant to the Customer or a Customer Agent appointed by that Customer;

in any such case in accordance with the requirements of Condition 13.4; or

- (b) used by the Customer, or any person referred to in Condition 13.2.1(a), for any purpose other than one expressly contemplated by this Agreement or the Provision and Maintenance Agreement or the appropriate Meter Works Conditions to which the Customer is a party.

13.3 Protected Information

13.3.1 In this Condition 13, "**Protected Information**" shall mean:

- (a) for the purposes of National Grid's obligations under Condition 13.1, any information relating to the affairs of the Customer which is obtained by National Grid pursuant to or in the course of the negotiation, implementation or performance of this Agreement; and
- (b) for the purposes of the Customer's obligations under Condition 13.2, any information relating to the affairs of National Grid or of another National Grid Customer which is obtained by the Customer pursuant to or in the course of the negotiation, implementation or performance of this Agreement.

13.3.2 For the purposes of Condition 13.3.1:

- (a) information obtained by a Party in the course of the negotiation of this Agreement shall be Protected Information only insofar as such information was obtained or confirmed in writing (including in electronic form);
- (b) (without prejudice to Condition 13.5.2(d)), details of the Customer's Meter Credit Limit and record of payment of charges under this Agreement, shall (without prejudice to the generality of Condition 13.3.1(a)) be treated as information relating to the affairs of the Customer.

13.3.3 For the avoidance of doubt the provisions of this Agreement are not Protected Information.

13.3.4 For the avoidance of doubt, the provisions of this Agreement are without prejudice to the requirements of the Data Protection Act 1998.

13.4 Terms of permitted disclosure

Where Protected Information is disclosed by National Grid as permitted under Condition 13.1.1(a) or by the Customer as permitted under Condition 13.2.1(a), the Disclosing Party shall (without prejudice to its obligations under Condition 13.1.1 or 13.2.1):

- (a) ensure that the person to whom the information is disclosed is aware of the Disclosing Party's obligations under Condition 13.1.1 or 13.2.1 (as the case may be) in relation thereto; and
- (b) take all reasonable steps to secure that such person does not use or disclose the information other than as is permitted of such Party in accordance with Condition 13.1.1 or 13.2.1 (as the case may be).

13.5 Exceptions

13.5.1 For the purposes of this Condition 13.5, "**Disclosing Party**" and "**Protected Party**" shall be construed as follows:

- (a) in respect of National Grid's obligations under Condition 13.1, the Disclosing Party is National Grid and the Protected Party is the Customer;
- (b) in respect of the Customer's obligations under Condition 13.2, the Disclosing Party is the Customer and the Protected Party is National Grid.

13.5.2 Nothing in Condition 13.1 or 13.2 shall apply:

- (a) to the disclosure or use by the Disclosing Party of Protected Information to which the Protected Party has consented in writing;
- (b) to any Protected Information which:
 - (i) before it is obtained by the Disclosing Party is in the public domain; or
 - (ii) after it is obtained by the Disclosing Party enters the public domain;in either case otherwise than as a result of a breach by the Disclosing Party of its obligations under Condition 13.1 or 13.2 (as the case may be);
- (c) to the disclosure of any Protected Information to any person if and to the extent that the Disclosing Party is required to make such disclosure to such

person:

- (i) in compliance with the duties of the Disclosing Party under the Gas Act or any other requirement of a Competent Authority; or
 - (ii) in compliance with the conditions of the National Grid GT Licence (where the Disclosing Party is National Grid) or the Customer's Supplier Licence (where the Disclosing Party is the Customer) or any document referred to in such licence with which the Disclosing Party is required by virtue of the Gas Act or such licence to comply; or
 - (iii) in compliance with any other Legal Requirement; or
 - (iv) in response to a requirement of any stock exchange or regulatory authority or the Panel on Take-overs and Mergers; or
 - (v) pursuant to Condition 18 or any judicial or other arbitral process or tribunal having jurisdiction in relation to the Disclosing Party; or
- (d) to any Protected Information to the extent that the Disclosing Party is expressly permitted or required to disclose that information under the terms of any of the Metering Agreements or any other agreement or arrangement to which National Grid and the Customer are a party;
- (e) to the disclosure of Protected Information to any lending or other financial institution proposing to provide or arrange the provision of finance to the Disclosing Party, where and to the extent that the disclosure of such information is reasonably required for the purposes of the provision or arrangement of such finance, and provided that the person to whom the information is disclosed undertakes in writing to and in terms reasonably satisfactory to the Protected Party to maintain the confidentiality of such information;
- (f) to the disclosure of any Protected Information to the Authority, where the Disclosing Party considers in good faith that the Protected Party may be in breach of a condition of the National Grid GT Licence (where the Protected Party is National Grid) or the Customer's Supplier Licence (where the Protected Party is the Customer), to the extent reasonably necessary to draw such possible breach to the attention of the Authority.

13.5.3 Nothing in Condition 13.1 shall apply to the disclosure by National Grid of Protected

Information:

- (a) to any Customer Agent where the disclosure by National Grid of such Protected Information to the Customer would not have infringed Condition 13.1; or
- (b) to the Authority where such information is accessible by the Authority by or from the Rainbow System to the extent of the access and in accordance with any function or facility thereof described in the Rainbow MAM Manual; or
- (c) to a Consumer or other relevant party to the extent designated by the Authority within standard condition 31 of the National Grid GT Licence.

13.5.4 Where:

- (a) the Disclosing Party has complied with the requirements of operational security of the Rainbow System; and
- (b) notwithstanding such compliance a person obtains any Protected Information by unauthorised access to any element of the Rainbow Network and the Rainbow System the security for which the Disclosing Party is responsible;

the Disclosing Party shall not be in breach of Condition 13.1 or 13.2 (as the case may be) by virtue of such person having so obtained such Protected Information.

13.6 Survival

The provisions of Conditions 13.1 to 13.5 shall continue, for a period of 3 years after the termination of this Agreement to bind the Customer and National Grid.

13.7 National Grid GT Licence and Supplier Licence

Nothing in this Agreement shall be construed as requiring National Grid to disclose or use any information in breach of any requirement of the National Grid GT Licence or the Customer to disclose or use any information in breach of any requirement of the Customer's Supplier Licence.

13.8 Data ownership

13.8.1 Any and all copyright and database rights in any data created by National Grid as originator or recognised as owned by National Grid as listed in the Rainbow MAM

Manual (and in any data derived from such data and in all compilations created by or on behalf of National Grid from such data) ("**National Grid Data**") shall be owned by and remain vested in National Grid and without prejudice to any other requirement of this Agreement National Grid may use and deal with such data as it thinks fit.

13.8.2 Any and all copyright and database rights in any data created by the Customer as originator or recognised as owned by the Customer as listed in Rainbow MAM Manual (and in any data derived from such data and in all compilations created by or on behalf of the Customer from such data) ("**Customer Data**") shall be owned by and remain vested in the Customer and without prejudice to any other requirement of this Agreement the Customer may use and deal with such data as it thinks fit.

13.8.3 National Grid hereby grants to the Customer a perpetual, non-exclusive, irrevocable, royalty-free licence (which shall survive termination of this Agreement) to use, copy, adapt and deal with National Grid Data for the purposes of performance and implementation of this Agreement and the operation of the Business Activities of the Customer.

13.8.4 The Customer hereby grants to National Grid a perpetual, non-exclusive, irrevocable, royalty-free licence (which shall survive termination of this Agreement) to use, copy, adapt and deal with Customer Data for the purposes of performance and implementation of this Agreement and the operation of the Business Activities of National Grid.

13.9 Data Protection

13.9.1 Each Party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of the Data Protection Act 1998 ("the Act") and all other applicable data protection legislation to the extent it applies to each of them. Where used in this Condition 13.9.1, the expressions "process" and "**Personal Data**", "**Data Processor**" and "**Data Subject**" shall bear their respective meanings given in the Act. Provided that for the purposes of Condition 13.9.2 Personal Data shall be limited to Personal Data provided by the Customer to National Grid pursuant to this Agreement for the purpose of performing the Metering Services but not otherwise and for the avoidance of doubt shall not apply to and the provisions of Condition 13.9.2 shall not apply to Personal Data provided by the Customer to National Grid pursuant to Condition 25 (Sale by National Grid of Off-Network National Grid Metering Equipment).

13.9.2 In this Agreement National Grid is acting as a Data Processor and the following

provisions shall apply:

- (a) National Grid undertakes that it shall process the Personal Data strictly in accordance with the terms of this Agreement for and on behalf of the Customer for the purpose of performing the Metering Services in this Agreement and the Customer's instructions from time to time. It is agreed and accepted by the Customer that in order to perform the Metering Services National Grid will need to provide Personal Data to its contractors (including National Grid Metering Limited) for the purpose only of performing the relevant contracted service; such processing is to be carried out in accordance with the requirements of this Agreement and does not relieve National Grid of its liability or obligations under this Agreement.
- (b) National Grid shall ensure that only such of its workers who may be required by National Grid to assist it in meeting its obligations under this Agreement shall have access to the Personal Data. National Grid shall ensure that all employees used by it to provide the services have undergone training in data protection and in the care and handling of Personal Data.
- (c) National Grid shall maintain appropriate operational and technical processes in place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of the Customer's Personal Data.
- (d) National Grid will allow its data processing facilities, procedures and documentation which relate to the processing of the Personal Data to be inspected by the auditors (on reasonable written notice) of the Customer and/or the Customer's employees or agents, in order to ascertain compliance with this Condition 13.9.2 and/or on request in writing from the Company will provide to the Company evidence of compliance.
- (e) For the avoidance of doubt, National Grid shall acquire no rights in any of the Customer's Personal Data and shall only be entitled to process it in accordance with its obligations under this Agreement.
- (f) On termination, National Grid shall immediately cease to use the Personal Data and shall arrange for its safe return or destruction as shall be agreed with the Customer at the relevant time.
- (g) National Grid shall not transfer or allow any person or equipment to access any Personal Data outside of the European Economic Area unless authorised in writing to do so by the Customer, provided that where such transfer is:

- (i) pursuant to a contractual arrangement between National Grid and the recipient of the Personal Data that incorporates the standard contractual clauses contained in the Annex to Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council; or
- (ii) to a country where the data protection laws of which the European Commission has made a determination of “adequacy” pursuant to Article 25(6) of Directive 95/46/EC; or
- (iii) the recipient is a company in the USA and has signed up to and shall remain for the duration of the Agreement signed up to the US Department of Commerce Safe Harbor Scheme and should the US Department of Commerce Safe Harbor Scheme no longer be considered appropriate under EU law National Grid shall promptly take steps to put in place contractual arrangements with such company as described in (i) above,

the Customer’s authorisation shall not be unreasonably withheld or delayed. In respect of any transfer of Personal Data pursuant to (i), (ii) and (iii) above in respect of which authorisation has been given by the Customer, notwithstanding Condition 14.4, National Grid agrees to indemnify the Customer against all reasonable costs, claims, damages, fines, penalties or expenses incurred by the Customer or for which the Customer may become liable due to any failure by any of National Grid’s service providers to comply with such standard contractual clauses up to a maximum of five hundred thousand pounds (£500,000) per incident or series of related incidents such cap shall be in addition to the cap on liability set out in Condition 14.1.3.

- (h) National Grid shall notify the Customer promptly upon receiving any notice or communication from the Information Commissioner which relates directly to the processing of the Personal Data as defined in Condition 13.9.1.”

14. LIABILITY AND RELATED ISSUES

14.1 Limitation of liability

14.1.1 Subject to the further provisions of this Condition 14, each Party agrees and acknowledges that:

- (a) neither Party shall be liable to the other Party for loss arising from any breach of this Agreement (or of any Contract made hereunder) other than (but without prejudice to any other provision of this Agreement which excludes or limits liability in respect of any breach) for loss directly resulting from such breach and which at the relevant date was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:
 - (i) physical damage to the property of the other Party; and/or
 - (ii) the liability (in law) of the other Party to any other person for loss in respect of physical damage to the property of such other person;
- (b) neither Party shall in any circumstances be liable in respect of any breach of this Agreement (or of any Contract made hereunder) to the other Party for any one or more of the following:
 - (i) any loss of profit, loss of revenue, loss of use, loss of contract, loss of goodwill, or increased cost of working; or
 - (ii) any other loss which is an indirect or consequential loss; or
 - (iii) loss resulting from the liability of the other Party to any other person howsoever and whensoever arising, except as provided in Conditions 14.1.1(a)(ii) and 14.1.5;
 - (iv) loss in respect of Condition 14.1.1(a) to the extent that it results from the breach or negligent act or omission of the other Party.

14.1.2 For the purposes of Condition 14.1.1(a) the “relevant date” is the date of this Agreement, except that where the breach in question would not have been a breach of this Agreement but for a modification of this Agreement, the relevant date shall be the date of such modification.

14.1.3 Subject to Condition 14.1.6, the amount or amounts for which either Party may be liable to the other Party pursuant to Condition 14.1.1(a) in respect of any one event or circumstance constituting or resulting in the first Party's breach of a provision this Agreement or of any Contract made hereunder shall not exceed as respects the liability of National Grid to the Customer or of the Customer to National Grid:

- (a) £5,000,000 (five million pounds sterling) in respect of any Meter Point at which a Meter is situated with a badged capacity of less than 11 SCMH;
- (b) £10,000,000 (ten million pounds sterling) in respect of any Meter Point at which a Meter is situated with a badged capacity of 11 SCMH and above.

14.1.4 Condition 14.1.1 is without prejudice to any provision of this Agreement which provides for an indemnity, or which provides for any Party to make a payment to another.

14.1.5 Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury resulting from the negligence of such Party.

14.1.6 The limitation of liability under Condition 14.1.3 in respect of Condition 14.1.1(a)(ii) shall not apply where, by virtue of the lack (as at the date of this Agreement) of a contractual relationship with such other person referred to in Condition 14.1.1(a)(ii) the other Party has been unable to limit its liability.

14.2 Exclusion of certain rights and remedies

14.2.1 The rights and remedies of the Parties pursuant to this Agreement exclude and are in place of any rights or remedies of any Party in tort (including negligence and nuisance) or misrepresentation (but not fraudulent misrepresentation) in respect of the subject matter of this Agreement, and accordingly, but without prejudice to Condition 14.1.5 and 14.2.4, each Party (to the fullest extent permitted by law):

- (a) waives any such other rights or remedies (other than those provided pursuant to this Agreement); and
- (b) releases the other Party from any duties or liabilities arising in tort or misrepresentation (but not fraudulent misrepresentation) in respect of the subject matter of this Agreement.

14.2.2 Without prejudice to Condition 14.2.1 and notwithstanding special condition 23 of National Grid GT's Licence which stipulates time shall be of the essence, where any provision of this Agreement (including any obligations in respect of any Standard) provides for any amount to be payable by a Party upon or in respect of that Party's breach of any provision of this Agreement, each Party agrees and acknowledges that such provisions have been the subject of discussion and negotiation and that the remedy conferred by such provision is the exclusive remedy for, and is in substitution for any remedy in damages in respect of, such breach or the event or circumstance

giving rise thereto. National Grid's liability in respect of any obligation in respect of any Standard and any failure to meet any Standard or otherwise comply with any Standards will be only to pay the Customer the appropriate sums in accordance with Schedule Two and National Grid will have no other liability in respect thereof.

14.2.3 For the avoidance of doubt, nothing in this Condition 14 shall prevent or restrict either Party from enforcing any obligation (including suing for a debt) owed to it under or pursuant to this Agreement.

14.2.4 Nothing in this Condition 14 shall constitute a waiver by either Party of any right or remedy it may have (other than pursuant to this Agreement) in respect of a breach by the other Party of any Legal Requirement.

14.3 Effect of this Condition

14.3.1 Each provision of this Condition 14 shall be construed as a separate and severable contract term, and shall survive termination of this Agreement and any Contract made thereunder.

14.3.2 Each Party acknowledges and agrees that the provisions of this Condition 14 have been the subject of discussion and negotiation and are fair and reasonable having regard to the circumstances as at the date of this Agreement.

14.4 Indemnities

14.4.1 Subject always to Condition 14.4.2, the amount or amounts for which a Party may be liable to the other Party pursuant to any indemnity provided for in this Agreement in respect of any one event or circumstance giving rise to liability under such indemnity shall not exceed, as respects the liability of National Grid to the Customer or of the Customer to National Grid, £1,000,000 (one million pounds sterling).

14.4.2 The provisions of Condition 14.4.1 shall not apply to the indemnities set out in Conditions 23.21 and 25.8. The amount or amounts for which the Customer may be liable to National Grid pursuant to each such indemnity in respect of any one event or circumstance giving rise to liability under each such indemnity shall not exceed:

- (a) £5,000,000 (five million pounds sterling) in respect of any Meter Point at which a Meter is situated with a badged capacity less than 11 SCMH;
- (b) £10,000,000 (ten million pounds sterling) in respect of any Meter Point at which a Meter is situated with a badged capacity of 11 SCMH and above;

and consequently, any payments made pursuant to such indemnities shall be ignored in any calculation necessary for the purposes of Condition 14.4.1.

15. FORCE MAJEURE

15.1 Meaning of Force Majeure

15.1.1 For the purposes of this Agreement, subject to Conditions 15.1.3 and 15.1.4, "Force Majeure" shall mean any event or circumstance, or any combination of events and/or circumstances, the occurrence of which is beyond the reasonable control of, and could not have been avoided by steps which might reasonably be expected to have been taken by, a Party (the "**Affected Party**") and which causes or results in the failure of the Affected Party acting as a Reasonable and Prudent Operator to perform or its delay in performing any of its obligations owed to the other Party (the "**Other Party**") under this Agreement, including but not limited to:

- (a) war declared or undeclared, threat of war, act of public enemy, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism;
- (b) act of God;
- (c) strike, lockout or other industrial disturbance;
- (d) explosion, fault or failure of plant, equipment or other installation, which the Affected Party could not prevent or overcome by the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same kind of undertaking under the same or similar circumstances;
- (e) governmental restraint or the coming into force of any Legal Requirement.

15.1.2 Without prejudice to the generality of Condition 15.1.1 either Party will be entitled to claim relief through Force Majeure in the event of a major gas emergency incident requiring the attendance of National Grid's personnel in support of the emergency service obligation set out in the relevant Gas Transporter Licence.

15.1.3 Lack of funds (however caused) of a Party shall not be Force Majeure.

15.1.4 The act or omission of:

- (a) any agent or contractor of a Party; and/or
- (b) any Supplier or Consumer;

shall not be Force Majeure unless such act or omission is caused by or results from events and/or circumstances which would be Force Majeure within the meaning of Condition 15.1.1 if such person were the Affected Party.

15.2 Effect of Force Majeure

15.2.1 Subject to Condition 15.2.2, the Affected Party (from the time of occurrence of the Force Majeure) shall be relieved from liability (including any requirement under this Agreement to make payment of any sum or to take any other action) for any delay or failure in the performance of any obligation under this Agreement which is caused by or results from Force Majeure.

15.2.2 The Affected Party shall be relieved from liability under Condition 15.2.1 only for so long as and to the extent that the occurrence of Force Majeure and/or the effects of such occurrence could not be overcome by measures which the Affected Party might reasonably be expected to take with a view to resuming performance of its obligations.

15.3 Information

Following any occurrence of Force Majeure the Affected Party shall:

- (a) as soon as reasonably practicable notify the Other Party of the occurrence and nature of the Force Majeure, the expected duration thereof (insofar as the same can reasonably be assessed) and the obligations of the Affected Party performance of which is affected thereby;
- (b) from time to time thereafter (and in a timely manner) provide to the Other Party reasonable details of:
 - (i) developments in the matters notified under (a); and
 - (ii) the steps being taken by the Affected Party to overcome the Force Majeure occurrence or its effects and to resume performance of its relevant obligations; and

- (c) as soon as reasonably practicable notify the Other Party of the date upon which performance resumed and such date shall be the date of cessation of the Force Majeure occurrence.

16. NOTICES AND COMMUNICATIONS

16.1 General

16.1.1 This Agreement contemplates that Metering Communications may be given by the following means:

- (a) by Batch Transfer Communication, or by a Web Communication in accordance with the Rainbow MAM Manual; or
- (b) by delivery or by post or facsimile in accordance with Condition 16.2; or
- (c) (in certain cases) by telephone in accordance with Condition 16.3.

16.1.2 Subject to the Rainbow System User Agreement, and except where the means by which a Metering Communication is to be given is specified in this Agreement, the particular means (in accordance with Condition 16.1.1) by which each Metering Communication is to be given is set out in the Rainbow MAM Manual, provided that where in any case such means is not so specified, such communication shall be given as a Conventional Notice.

16.1.3 For the purposes of this Agreement a “**Conventional Notice**” is a notice or Metering Communication which is or may be given by any of the means in Condition 16.2.

16.1.4 Any reference in this Agreement to the time or date of any Metering Communication, or the giving or making of a Metering Communication, is a reference to the time or date when (in accordance with these Conditions or the Rainbow MAM Manual) the Metering Communication is deemed to have been received by the Party to which it was sent.

16.1.5 Where any provision of this Agreement or the Contingency Procedures in accordance with the Rainbow System User Agreement specify any requirement to be complied with by a Party in respect of any specific Metering Communication, such requirement shall be in addition to and (to the extent inconsistent) in substitution for the provisions of this Condition 16.

16.2 Notices by delivery, post or facsimile

16.2.1 References in this Condition 16.2 to a notice are to any Metering Communication to be given by one Party to the other under this Agreement, other than one which is given as a Batch Transfer Communication, Web Communication, or by telephone.

16.2.2 Any notice shall be in writing and shall be addressed to the recipient Party at the recipient Party's address or facsimile number referred to in Condition 16.2.3, and marked for the attention of the representative (identified by name or title) referred to in that Condition, or to such other address or facsimile number and/or marked for such other person's attention as the recipient Party may from time to time specify by notice given in accordance with this Condition 16.2 to the Party giving the notice.

16.2.3 The initial address or facsimile number of a Party, and representative for whose attention notices are to be marked, shall be the same as that specified pursuant to Schedule One, paragraph 1.2(a)(iii) for the Customer or pursuant to Schedule One, paragraph 2.2 for National Grid.

16.2.4 Any notice given by delivery shall be given by letter delivered by hand, and any notice given by post shall be sent by first class prepaid post (airmail if overseas).

16.2.5 Any notice shall be deemed to have been received:

- (a) in the case of delivery by hand, when delivered; or
- (b) in the case of first class prepaid post, on the 2nd Working Day following the Day of posting or (if sent airmail overseas or from overseas) on the 5th Working Day following the Day of posting; or
- (c) in the case of facsimile, on acknowledgement by the recipient Party's facsimile receiving equipment or, if that is not available, as evidenced by the notifying Party's facsimile transmission report.

16.2.6 Where a notice is sent by facsimile (but without prejudice to Condition 16.2.5(c)):

- (a) the Party giving the notice shall if requested by the recipient Party, resend as soon as reasonably practicable the notice by facsimile;
- (b) in the case of a Termination Notice, National Grid will in any event, within 2 Working Days following the sending of such facsimile, send to the Customer a copy of the Termination Notice by first class prepaid post (airmail if

overseas); and

- (c) in the case of a Discontinuance Notice, the Customer will in any event, within 2 Working Days following the sending of such facsimile, send to National Grid a copy of the Discontinuance Notice by first class prepaid post (airmail if overseas).

16.2.7 A Party may in accordance with Condition 16.2.2 specify by notice different addresses or facsimile numbers and representatives for the purposes of notices of different kinds or relating to different matters.

16.2.8 For the avoidance of doubt, where a notice is given by facsimile and also confirmed in a notice delivered by first class mail, the date of receipt of the notice shall be the earlier of the dates of valid receipt of the two notices.

16.3 Communication by telephone

16.3.1 For the purposes of enabling Metering Communications to be given (where required or permitted to be so given) by telephone:

- (a) National Grid shall provide to the Customer and the Customer shall provide to National Grid not more than 3 telephone numbers (or such other number as they may agree) and details (by name or title) of the representative to whom the Party giving such a communication should speak;
- (b) each Party shall use reasonable endeavours to ensure that a Party seeking to give such communication will at any time be able to contact a representative (of the first Party) by means of one of such telephone numbers; and
- (c) National Grid and the Customer shall, if either of them shall so request, establish such further procedures as may be reasonable and appropriate for the purposes of ensuring:
 - (i) that a Metering Communication being given by telephone may be identified by the recipient as such; and/or
 - (ii) that such communications may be given securely, without delay and effectively.

16.3.2 Where a Party seeking to give a Metering Communication by telephone is unable to contact a representative of the receiving Party, such Party must give the

communication by facsimile and the communication will not be deemed to have been given except in accordance with Condition 16.2.5(c).

16.3.3 Unless otherwise agreed in writing between the Parties a telephone notice may not be given as a message recorded on a telephone answering device.

16.3.4 Where a Metering Communication is given by telephone:

- (a) National Grid will promptly after the telephone communication is completed make and keep a written record of the time and content of the telephone notice, or alternatively may make an audio recording of the telephone communication where it has previously notified the Customer (on the occasion or on a standing basis) of its intention to do so; and
- (b) the Metering Communication shall be treated as given at the time at which the telephone communication is completed.

16.3.5 A Party may in accordance with Condition 16.2.2 specify by notice different telephone numbers and representatives for the purposes of receiving by telephone Metering Communications of different kinds or relating to different matters.

16.4 Any notice to be served by National Grid or the Customer in accordance with Schedule Two (including any request by the Customer) shall be served by the means referred to in Schedule Two.

16.5 National Grid would expect the Customer to fully utilise the internet service which is available in order to ascertain data in respect of Off-Network National Grid Metering Equipment however, where required by the Customer National Grid will respond to data enquiries in respect of Off-Network National Grid Metering Equipment by telephone on Working Days.

17. CUSTOMER AGENTS

17.1 General

17.1.1 The Customer may, subject to and in accordance with this Condition 17, appoint another person to be the agent of the Customer ("**Customer Agent**") for the purposes of making and receiving Metering Communications or particular Metering Communications on behalf of the Customer.

17.1.2 Subject to Condition 17.4.3, the Customer may appoint more than one person as

Customer Agent.

17.1.3 A person may be appointed as Customer Agent by more than one National Grid Customer.

17.2 Agent for Batch Transfer Communications and/or Web Communications.

17.2.1 A person who is a Rainbow Customer (in accordance with the Rainbow System User Agreement) may be appointed as Customer Agent (a "**Rainbow Customer Agent**") for the purposes of making and receiving Metering Communications as Batch Transfer Communications and/or Web Communications.

17.2.2 A Rainbow Customer Agent will at all times be authorised to make any Metering Communication as Batch Transfer Communications and/or Web Communications on behalf of the appointing Customer, until it ceases to be a Rainbow Customer Agent.

17.2.3 The Customer shall terminate (in accordance with Condition 17.3.3) the appointment of a Rainbow Customer Agent if such Rainbow Customer Agent ceases to be a Rainbow Customer.

17.3 Customer Agent appointment

17.3.1 If the Customer wishes to appoint a Customer Agent it shall give notice to National Grid specifying:

- (a) the identity of the proposed Customer Agent; and
- (b) the types of activities and process it wishes the Customer Agent to perform.

17.3.2 The appointment of the Customer Agent shall be effective from the Day specified by the Customer, and shall continue until terminated in accordance with Condition 17.3.3.

17.3.3 The appointing Customer may terminate the appointment of a Customer Agent by giving notice to National Grid to that effect specifying the date with effect from which such termination is to take effect.

17.4 Effect of appointment

17.4.1 A Metering Communication given by a Customer Agent shall identify the Customer on

whose behalf the Metering Communication is given, and (subject to Condition 17.4.2) shall not be effective unless it does so.

17.4.2 Where a Customer Agent appointed by the Customer who is itself a National Grid Customer gives any Metering Communication which does not state that it is given on behalf of the Customer, such Metering Communication shall be treated as given by the Customer Agent on its own account in its capacity as such National Grid Customer.

17.4.3 Any Metering Communication given by a Customer Agent where the identity of the Customer has been given in accordance with Condition 17.4.1 shall be deemed to have been given by and shall be binding on the Customer, and National Grid shall be entitled without enquiry as to the Customer Agent's authority to rely on such Metering Communication for all purposes of this Agreement.

17.4.4 A Customer who has appointed a Customer Agent may continue itself to give Metering Communications.

17.4.5 Where the Customer has appointed one or more Customer Agents:

(a) the Customer shall be responsible for ensuring that the actions of the Customer and each such Customer Agent are not in conflict;

(b) where any Metering Communication is given by the Customer or any such Customer Agent:

(i) to the extent any further Metering Communication is subsequently given by any of them which (in accordance with this Agreement) is effective to modify or revoke the earlier Metering Communication, the earlier Metering Communication shall be so modified or revoked;

(ii) except as provided in Condition (i), any Metering Communication subsequently given by any of them which conflicts with the earlier Metering Communication will be disregarded.

17.4.6 National Grid shall not be responsible for any unauthorised use or disclosure by a Customer Agent of information relating to the Customer (whether or not obtained, in the case of a Rainbow Customer Agent, in its capacity as a Rainbow Customer).

17.5 Any Customer Agent (for the avoidance of doubt including any Rainbow Customer Agent) appointed by the Customer for making and receiving Metering Communications or particular

Metering Communications on behalf of the Customer for the purposes of the Provision and Maintenance Agreement in respect of periods prior to the relevant IDN System Transfer Date shall be treated as if appointed for making and receiving such Metering Communications under this Condition 17 which shall be read and construed accordingly.

18. MEDIATION AND EXPERT DETERMINATION

18.1 Mediation

The Parties may agree to refer any dispute under or in connection with this Agreement, to mediation by a single mediator who shall explore the interests of the Parties to the dispute and encourage the Parties to resolve the dispute in light of such interests. Where more than one National Grid Customer is party to a dispute with National Grid the term "Parties" shall be construed as referring to all the National Grid Customers which are party to such dispute.

18.2 Mediator appointment

18.2.1 Within 5 Working Days after agreeing to refer a dispute to mediation the Parties shall meet and use all reasonable endeavours to agree upon a person to act as mediator, unless they have agreed upon a mediator when agreeing so to refer the dispute.

18.2.2 Where the Parties agree upon a mediator they shall request such person to accept appointment as mediator, and shall use all reasonable endeavours to agree (between themselves and with the mediator) upon the terms of his appointment.

18.2.3 A person shall be treated as appointed as a mediator for the purposes of this Condition 18 when he has confirmed his acceptance to act as mediator in accordance herewith.

18.2.4 Where the Parties cannot agree upon a mediator or the terms of his appointment they will use the Centre for Effective Dispute Resolution (CEDR) and where the Parties have agreed to attempt to settle the dispute by mediation by using the CEDR then they shall do so in accordance with the CEDR Model Mediation Procedure in place of the procedure in this Condition 18.

18.3 Procedure and timetable

18.3.1 Within 5 Working Days following his appointment, the mediator shall require each Party to provide him with a written summary of the dispute, which written summary shall not exceed 5 pages.

18.3.2 The mediator may at his discretion:

- (a) request any Party to provide him with copies of any documentation or information which he believes will assist to explain any such summary; and
- (b) provide any such written summary and/or any information or copy documentation received under paragraph (a) to the other Party(ies) to the dispute.

18.3.3 Within 10 Working Days following his appointment, the mediator shall contact the Parties and shall arrange to meet them.

18.3.4 Each Party shall attend the meeting with the mediator with a maximum of three representatives, one of whom shall be a person with decision making authority in relation to the subject matter of the dispute and one of whom may be the legal adviser of that Party.

18.3.5 No additional persons shall attend without the prior written consent of the mediator.

18.3.6 The mediator may convene more than one meeting with the Parties but shall not convene any meetings later than 40 Working Days following his appointment, unless the Parties agree otherwise.

18.3.7 The mediator may at his discretion meet each Party on his own whether during a meeting attended by the other Parties or otherwise, but he shall not disclose to any other Party matters disclosed to him in such circumstances without the consent of the disclosing Party.

18.3.8 At any meeting attended by the Parties, the mediator may require each Party to make a brief presentation of its case and he may also require the other Parties to reply to another Party's presentation.

18.3.9 The mediator shall not act as an arbitrator (and accordingly the provisions of the Arbitration Acts shall not apply).

18.4 Result of mediation

18.4.1 The mediator shall encourage the Parties to resolve the dispute by agreement and may also discuss informally with any Party his own views as to the merits of the dispute.

18.4.2 If the dispute remains unresolved 45 Working Days after the mediator's appointment the mediator shall, if so requested by any Party, advise the Parties of his views and may, at his discretion, also inform them of what he considers to be a fair settlement of the dispute.

18.4.3 No Party shall be bound to adopt the views or advice expressed or provided by the mediator.

18.4.4 If the dispute is resolved or the Parties accept the views and advice of the mediator under Condition 18.4.2, the Parties shall use all reasonable endeavours, within 5 Working Days after such resolution or acceptance, to enter into a settlement agreement which shall:

(a) set out the terms accepted by the Parties or on which the dispute was resolved; and

(b) contain provisions of confidentiality similar to those set out in 18.5.

18.5 Confidentiality

18.5.1 The mediator and the Parties, their representatives and advisers and any person connected in any way with the mediation shall keep confidential the fact that the mediation is taking place, and its outcome, and all documents, submissions, statements, information and data including anything revealed orally or otherwise during the mediation and any settlement agreement except as may be necessary for implementation or enforcement of the settlement agreement.

18.5.2 All documents and information prepared by a Party for and disclosed in the mediation, and all discussions which take place with a party during the course of the mediation, shall be afforded the same protection from discovery as "Without Prejudice" negotiations in proceedings in court; provided that this shall not preclude any document, which may have been disclosed during the mediation but was not prepared solely for use in the mediation, from being discoverable in any proceedings.

18.6 Costs

18.6.1 The Parties shall unless they agree otherwise bear their own costs and expenses of whatsoever nature of the mediation.

18.6.2 The Parties shall bear the fees and expenses of the mediator and all administrative costs arising from the mediation equally.

18.7 Further proceedings

18.7.1 The mediator shall not act in any subsequent legal or similar proceedings in respect of the dispute in which he acted as mediator.

18.7.2 The mediator shall not be held liable for any act or omission unless it shall be shown that he has acted fraudulently or in bad faith.

18.8 Interlocutory relief

Nothing in this Condition 18 shall prevent any party from seeking interim or interlocutory relief in any court.

18.9 Expert determination

18.9.1 Where any provision of this Agreement provides, or the Parties have agreed, for a dispute or difference between the Parties to be referred to an independent expert (the “**Expert**”) the provisions of this Condition 18.9 shall apply, and no Party shall commence proceedings in any court in respect of or otherwise in connection with such dispute.

18.9.2 The Parties agree that the Expert shall act as an expert and not as an arbitrator and shall decide those matters referred to him using his skill, experience and knowledge and with regard to all such other matters as he in his sole discretion considers appropriate.

18.9.3 If the Parties cannot agree upon the selection of an Expert, the Expert shall be determined by the President for the time being of the Law Society of England and Wales.

18.9.4 All references to the Expert shall be made in writing by either Party with notice to the other being given contemporaneously, and the Parties shall promptly supply the Expert with such documents and information as he may request when considering any referral.

18.9.5 The Expert shall be requested to use his best endeavours to give his decision upon the question before him as soon as possible in writing following its referral to him, his decision shall, in the absence of fraud or manifest error, be final and binding upon the Parties.

18.9.6 If the Expert wishes to obtain independent professional and/or technical advice in connection with the question before him:

- (a) he shall first provide the Parties with details of the name, organisation and estimated fees of the professional or technical adviser; and
- (b) he may engage such adviser with the consent of the Parties (which consent shall not be unreasonably withheld) for the purposes of obtaining such professional and/or technical advice as he may reasonably require.

18.9.7 The Expert shall not be held liable for any act or omission, and his written decision will be given without any liability on the Expert's part to either Party, unless it shall be shown that he acted fraudulently or in bad faith.

18.9.8 The Parties shall share equally his fees and expenses (including the fees and all reasonable expenses incurred by any technical or professional advisers) unless the Expert determines otherwise.

18.9.9 Save to the extent otherwise expressly provided herein pending the determination by the Expert, this Agreement shall continue to the extent possible for the Parties to perform their obligations under this Agreement.

18.10 Communications

- (a) Except where otherwise provided in this Condition 18 any notice, submission, statement or other communication relating to any dispute to be given pursuant to this Condition 18 shall be in writing.
- (b) No such notice, submission, statement or communication shall be given as a Batch Transfer Communication or Web Communication.
- (c) For the purposes of any limit under this Condition 18 on the length of any submission or statement or any attachment thereto a "page" is a single sided A4 sheet which may contain single spaced type in a normal font size.

18.11 To the extent that any Affiliate of a Customer or National Grid is entitled pursuant to Condition 26.7.2 to the benefit of this Agreement it shall be entitled to be party to a dispute in accordance with this Condition 18.

19. DAILY READ EQUIPMENT

- 19.1 Where the Customer notifies National Grid that Daily Read Equipment is to be attached to the Off-Network National Grid Metering Equipment that is, or is to be, provided and installed by National Grid at a Meter Point then National Grid will ensure that such Off-Network National Grid Metering Equipment will be suitable and will remain suitable to enable the attachment and operation of the Daily Read Equipment. Such obligation will be met by ensuring that the Meter provided incorporates a port (interface) capable of indicating a pulse representing a discreet amount of gas (usually 0.1, 1, 10, 100 or 1000 units, dependent on the make and size of Meter being, a port on the Meter providing such indication by cyclic changes in the electrical resistance across such port or otherwise) (including but not limited to ports know as "R5").
- 19.2 When any item of Off-Network National Grid Metering Equipment to which Daily Read Equipment is attached is replaced or modified by National Grid in accordance with these Conditions then where such Off-Network National Grid Metering Equipment has been provided and installed then National Grid will provide to the Customer such information concerning the replacement and modifications.
- 19.3 Where National Grid intends to carry out Planned Maintenance in respect of replacement or modification of Off-Network National Grid Metering Equipment in respect of which Daily Read Equipment has been attached then it shall give advance notice of such activity to the Customer. The period of such notice should be no less than 1 Working Day.
- 19.4 Where the Customer becomes aware of a fault or absence of an item of Off-Network National Grid Metering Equipment which causes Daily Read Equipment not to function correctly then the Customer will promptly notify National Grid of the same. Upon receipt of such notice (and in any event where National Grid becomes aware of any such malfunction by any other means) National Grid will:
- (a) promptly arrange for the repair or replacement of such Off-Network National Grid Metering Equipment;
 - (b) not later than 5 Working Days after the Customer's notification (unless the item or Off-Network National Grid Metering Equipment has already been repaired or replaced) inform the Customer of the expected date the repair or replacement is to be carried out;
 - (c) advise the Customer of any delays in the expected date for such repair or replacement;

- (d) advise the Customer when the item of Off-Network National Grid Metering Equipment has been repaired or replaced; and
- (e) co-operate with the Customer and the relevant IDN Company (Gas Transporter) or IGT in any arrangements which are necessary to resynchronise any Daily Read Equipment which is attached to an item of Off-Network National Grid Metering Equipment following its repair or replacement.

19.5 Where requested by the Customer, National Grid will:

- (a) grant permission for the relevant IDN Company (Gas Transporter) or IGT to attach Daily Read Equipment to its Off-Network National Grid Metering Equipment for the purpose of enabling such Daily Read Equipment to be made operational); and
- (b) to the extent that access to Off-Network National Grid Metering Equipment is needed, cooperate with the relevant IDN Company (Gas Transporter) or the relevant IGT to facilitate;
 - (i) inspection of the Daily Read Equipment for the purposes of ascertaining whether such Daily Read Equipment is functioning correctly; and/or
 - (ii) maintenance of the Daily Read Equipment so attached, for the purpose of keeping such equipment operational (including any requirement for resynchronisation and/or adjustment.

19.6 Where following a notice by a Shipper to the relevant IDN Company (Gas Transporter) or IGT alleging Daily Read Error, the relevant IDN Company (Gas Transporter) or IGT has visited Daily Read Equipment and carried out an inspection to ascertain whether such equipment was functioning correctly then where:

- (a) the relevant IDN Company (Gas Transporter) or the relevant IGT has agreed, or it is established by independent means, that the Daily Read Equipment is functioning correctly; and
- (b) National Grid agrees or it is independently determined that the Meter is reading erroneously; and
- (c) as a result the Customer has been obliged to bear the inspection costs or has reimbursed the Shipper for the inspection costs borne by the Shipper;

National Grid will reimburse the Customer the amount of such inspection costs borne by the

Customer upon receipt of evidence of such payment.

19.7 Where the Shipper has challenged the assessment by the relevant IDN Company (Gas Transporter) or IGT that the Daily Read Equipment is functioning correctly by referring the matter for expert determination as provided for by the Code and such expert determines that:

- (a) the Daily Read Equipment is functioning correctly; and
- (b) the Off-Network National Grid Metering Equipment provided by National Grid has not functioned correctly; and
- (c) as a result the Customer has been obliged to bear the costs of such expert determination or has reimbursed the Shipper for the inspection costs which have been borne by the Shipper;

then National Grid shall reimburse the Customer the amount of such costs borne by the Customer upon receipt of evidence of such payment.

19.8 Where National Grid becomes aware of any failure of its Off-Network National Grid Metering Equipment that may impact on the ability of the Daily Read Equipment to function correctly it will take reasonable steps to arrange to:

- (a) advise the Customer when it becomes aware of such failure;
- (b) rectify such failure;
- (c) advise the Customer of progress with respect to such rectification; and
- (d) advise the Customer when it becomes aware of the restoration of the Off-Network National Grid Metering Equipment.

19.9 Where at any time National Grid becomes aware that a disconnection of the Daily Read Equipment from its Off-Network National Grid Metering Equipment has occurred, then National Grid will promptly notify the Customer of such event and shall provide a copy of such notice to the relevant IDN Company (Gas Transporter) or IGT at the same time as it notifies the Customer.

19.10 Where National Grid intends to undertake work on the Off-Network National Grid Metering Equipment in accordance with this Agreement (such as Meter exchanges or Planned Maintenance) which will, or is likely to, result in the disconnection of the Daily Read Equipment from its Off-Network National Grid Metering Equipment then National Grid will use reasonable

endeavours to notify the Customer at least 2 Working Days prior to such work:

- (a) of the date when disconnection of such Daily Read Equipment will occur; and
- (b) if different from (a), of the date when reconnection of such Daily Read Equipment is required;

and to provide a copy of such notice to the relevant IDN Company (Gas Transporter) or IGT at same time as it notifies the Customer.

19.11 Where the relevant IDN Company (Gas Transporter) or IGT wishes to reconnect and resynchronise its Daily Read Equipment to the Off-Network National Grid Metering Equipment National Grid will permit the same and cooperate accordingly for this purpose.

19.12 National Grid will take reasonable steps to secure that in performing any activities under this Agreement the Daily Read Equipment which is attached to its Off-Network National Grid Metering Equipment is not damaged or otherwise mistreated.

20. SUPPLIERS AND CONSUMERS

20.1 Nothing in this Agreement shall be construed as imposing upon National Grid any obligation or duty to or enforceable by a Consumer or a Supplier (other than in accordance with a Contract between National Grid and Supplier made pursuant to this Agreement) and the Customer shall not make any commitment to any other Supplier or Consumer binding on or purporting to bind National Grid.

20.2 For the avoidance of doubt, nothing in this Agreement shall prevent either Party from exercising any right or remedy which it may have against a Consumer or other Supplier at law or pursuant to the Gas Act or otherwise.

21. ASSIGNMENT

21.1 Subject to Condition 21.3 and 21.4, either Party may assign its rights under this Agreement:

- (a) to an Affiliate, provided that the assigning Party shall continue to be bound by and liable under this Agreement;
- (b) to any person, with the prior agreement in writing of the other Party, which agreement shall not unreasonably be withheld or delayed.

21.2 Except as provided in Conditions 21.1 and 21.5, neither Party shall assign or otherwise

transfer whether in whole or part any of its rights or obligations under this Agreement and shall not purport to do so.

- 21.3 No assignment shall be made to any person unless:
- (a) where the assigning Party is National Grid, that person holds a Gas Transporter Licence
 - (b) where the assigning Party is the Customer, that person holds a Supplier Licence and has complied with the other requirements which (if the person was an Applicant Customer) it would be required under Schedule One to comply with.
- 21.4 Where a Party assigns its rights under this Agreement to a person (including an Affiliate) pursuant to Condition 21.1, the assigning Party shall remain liable for all obligations accruing up to the time at which the assignment is made and shall remain liable for all obligations arising after such time.
- 21.5 Where any Off-Network National Grid Metering Equipment provided under this Agreement is sold or transferred to the owner of the IDN System or the IGT System on which it is located, then National Grid may novate to such person all or part of its rights and obligations under this Agreement as relate to such Off-Network National Grid Metering Equipment, and in such event, in order to enable such person and the Customer to participate in the Rainbow System and to communicate with each other, the Customer agrees that it will provide all reasonable assistance and co-operation for such purposes including entering into such agreement as such rights and obligations may be required to be entered into by such person.
- 21.6 Where National Grid (pursuant to Condition 21.5) novates its rights and obligations under this Agreement to the owner of an IDN System or an IGT:
- (a) it shall be a condition precedent of such novation that such person shall enter into an agreement with the Customer covenanting to be bound by this Agreement;
 - (b) National Grid shall be released from obligations under this Agreement, arising after the time at which the novation is effective, but shall remain liable for any obligations accruing up to such time.
- 21.7 National Grid will only novate its rights and obligations in accordance with Condition 21.5 to a person that is financially and operationally capable of performing the obligations contained in this Agreement.

21.8 Any credit limit required under this Agreement shall be determined separately for a person to whom the Customer assigns its rights under Condition 21.1(b) and the Customer may not assign its own credit limit.

21.9 A reference in this Agreement to any Party shall include a reference to that Party's successors and permitted assigns.

22. METER HOUSINGS

22.1 Where a Large Meter Housing:

- (a) has been provided by National Grid (whether or not ownership of the same has been transferred to the Customer or any third party); or
- (b) has not been acquired from National Grid but from a third party on the basis of a specification provided by National Grid; or
- (c) has been installed by National Grid (whether or not ownership of the same has been transferred to the Customer or any third party);

then National Grid will repair or replace such Large Meter Housing at its costs and expense where the Customer can demonstrate that repair or replacement is necessary due to:

- (i) in the case of (a), the original design or specification being unsuitable for such Large Metering Housing;
- (ii) in the case of (b), the original specification being unsuitable for such Large Metering Housing;
- (iii) in the case of (c), the original installation being unsuitable for such Large Metering Housing.

22.2 Where maintenance, repair or replacement of a Large Meter Housing is required due to wear and tear then where requested by the Customer, National Grid shall perform such work at the cost and expense of the Customer, (such charges being determined on the basis of a quotation provided by National Grid), unless National Grid has provided and at the time of such request continues to own such Large Meter Housing, in which case National Grid will maintain and repair such Large Meter Housing at its cost and expense. Where National Grid is unable to continue to maintain or repair such Large Meter Housing because the labour or materials necessary for such purpose are unavailable or their use is uneconomic (on the basis that the cost of such labour and materials is greater than 50% of the cost of providing and

installing the replacement) then the Customer shall replace, or procure the replacement of a Large Meter Housing at its cost and expense as soon as reasonably practicable and until such replacement occurs National Grid will continue to be responsible for maintaining and repairing such Large Meter Housing on an interim basis to enable the Off-Network National Grid Metering Equipment to be safely protected.

22.3 Where a Large Meter Housing requires repair or replacement due to damage which is:

- (a) caused by National Grid or its agents or contractors then (whether or not such Large Meter Housing was provided or specified by National Grid) National Grid will repair or replace such Large Meter Housing at its cost and expense;
- (b) not caused by National Grid or its agents or contractors then:
 - (i) where provided and owned by National Grid, if requested by the Customer National Grid shall perform such work at the cost and expense of the Customer;
 - (ii) where not provided and owned by National Grid, if requested by the Customer, National Grid may at its option perform such work at the cost and expense of the Customer; and
 - (iii) in the case of (i) or (ii) the charge for such work shall be determined on the basis of a quotation provided by National Grid.

22.4 Where:

- (a) due to replacement of Off-Network National Grid Metering Equipment by National Grid in accordance with its Replacement Exchange Programme, a Meter Housing provided and owned by National Grid needs to be replaced or upgraded then National Grid will replace or upgrade such Meter Housing at its cost and expense;
- (b) the Customer requests National Grid to replace or upgrade a Large Meter Housing in any circumstances other than in (a) then National Grid shall perform such work at the cost and expense of the Customer. The charge for such work being determined on the basis of a quotation provided by National Grid.

22.5 Where a Small Meter Housing requires repair or replacement due to damage which is caused by National Grid, its agents or contractors then (whether or not such Small Meter Housing was provided by National Grid) National Grid will repair or replace such Small Meter Housing at its costs and expense.

23. SALE OF ANCILLARY EQUIPMENT

Low Pressure Diaphragm and Ultrasonic Meters

23.1 In respect of any Ancillary Equipment which is provided by National Grid and which is attached to:

(a) a Low Pressure Meter with a badged capacity of less than 11 SCMh which is to be removed by the Customer, or a PEMS Fitted Meter which the Customer does not wish National Grid to purchase or adopt, National Grid hereby makes a standing offer to the Customer to:

(i) sell any such Ancillary Equipment to the Customer where it was installed before 1st October 2000;

(ii) transfer ownership of any such Ancillary Equipment to the Customer at no charge where it was or is installed on or after 1st October 2000;

(b) a Meter with a badged capacity of 11 SCMh or above which is a Low Pressure Diaphragm Meter which is to be removed by the Customer, National Grid hereby makes a standing offer to the Customer to:

(i) sell any such Ancillary Equipment to the Customer where it was installed before 1st April 2001 or after 1st January 2011, which sale shall include the transfer of ownership of the Meter Housing owned by National Grid (if any);

(ii) transfer ownership of any such Ancillary Equipment to the Customer at no charge where it was or is installed on or after 1st April 2001 and before 1st January 2011 which transfer shall include the transfer of ownership of the Meter Housing owned by National Grid (if any).

23.2 In respect of any such offer the Customer:

(a) will make an appropriate election pursuant to paragraph 1.2(e) of Schedule One; and

(b) may subsequently make an appropriate election in the format set out in Schedule Seven by giving National Grid no less than 30 Days notice pursuant to Condition 16.2.2:

(i) within 3 months following a corporate restructuring or the publication of any revisions to the Ancillary Equipment Sale Price as set out in the National Grid Metering Charges; or

(ii) in any other case, at intervals of no less than 6 months;

in any such case detailing which (if any) of the offers set out in Condition 23.1 it wishes to accept.

23.3 Where the Customer has elected in accordance with Condition 23.2 and Schedule Seven to accept any offer made in accordance with Condition 23.1, then when it removes any such Meter, it may leave such Ancillary Equipment in situ (and shall not make available such assets for collection by National Grid). Where the Customer does not wish National Grid to purchase or adopt a PEMS Fitted Meter in accordance with Schedule Four, paragraph 1.10.4, then it may also leave Ancillary Equipment attached thereto in situ (and shall not make available such assets for collection by National Grid). In these circumstances, the Customer shall send National Grid a De Appointment Notice, including the appropriate reason (change of agent) code set out in the Rainbow MAM Manual and on the De Appointment Date:

(a) in the case of election 1 and/or 3 of Schedule Seven, (or where the Ancillary Equipment attached to a PEMS Fitted Meter was installed before 1st October 2000) a sale of such Ancillary Equipment will occur and the purchase price shall be the appropriate Standard Ancillary Equipment Sale Price;

(b) in the case of election 5 and/or 7 of Schedule Seven, (or where the Ancillary Equipment attached to a PEMS Fitted Meter was installed on or after 1st October 2000) a transfer of such Ancillary Equipment will occur and the transfer of ownership shall be at no charge.

23.4 Where in accordance with paragraph 2, 4, 6 or 8 of Schedule Seven the Customer has made an election not to accept the offer then when it removes any such Meter it shall also:

(a) remove such Ancillary Equipment (and any Convertor which has been provided by National Grid) attached thereto; and

(b) make available such assets for collection by National Grid and notify National Grid of the location of such removed assets for collection by National Grid;

23.5 Where at any time a Low Pressure Meter with a badged capacity of less than 11 SCMH or a Meter with a badged capacity of 11 SCMH or above which is a Low Pressure Diaphragm Meter, is removed by a person other than the Customer but not by National Grid or the relevant IDN Company (Gas Transporter) or IGT, as soon as the Customer becomes aware of this the Customer shall send a De Appointment Notice to National Grid, including the appropriate reason code as set out in the Rainbow MAM Manual. Following receipt of this, National Grid shall be responsible for making arrangements in respect of any item of Off-Network National Grid Metering Equipment owned by National Grid which remains at such Meter Point.

23.6 Where the Customer fails to comply with:

(a) Condition 23.3. by failing to issue a De Appointment Notice, then following the removal of the Meter:

(i) such sale or transfer will occur upon the Meter Removal Date, where a De Appointment notice has not been made; and

(ii) the sale price of such Ancillary Equipment which National Grid shall be entitled to charge shall be the appropriate Standard Ancillary Equipment Sale Price.

(b) Condition 23.4(a) and (b) then such non compliance will be treated as deemed acceptance of National Grid's offer to sell or transfer such asset and accordingly:

(i) such sale or transfer will occur:

(1) upon the De Appointment Date, where a De Appointment Notice has been made; or

(2) upon the Meter Removal Date, where a De Appointment notice has not been made; and

(ii) the sale price of such Ancillary Equipment which National Grid shall be entitled to charge shall be the appropriate Standard Ancillary Equipment Sale Price.

(c) Condition 23.10(a):

(i) National Grid shall have no further liability in respect of such Ancillary Equipment; and

- (ii) the Customer shall be deemed to have purchased such Ancillary Equipment upon the date on which the National Grid Meter was removed and the purchase price shall be determined by National Grid on a basis agreed with the Customer or in the absence of such agreement, on the basis of referral by National Grid or the Customer to an independent Expert for determination.

- 23.7 On the basis of the De Appointment Notices received, each month National Grid will invoice the Customer by means of the Metering Asset Ad-hoc Invoice for any charges which are payable in accordance with Conditions 23.3 and 23.6 and which have accrued in the preceding month.

- 23.8 The Customer acknowledges that in respect of any item of Ancillary Equipment sold or transferred in accordance with Condition 23.3 or 23.6:
 - (a) such item of Ancillary Equipment is sold or transferred as the case may be on a “sold as seen” basis and no warranty is given by National Grid as to its condition, accordingly to the fullest extent permitted by law all liabilities of National Grid in respect thereof will cease on such sale or transfer; and.

 - (b) the provisions of Condition 23.21 shall apply.

- 23.9 Following the sale or transfer of any item of Ancillary Equipment (in accordance with Condition 23.3 or 23.6) or its removal by the Customer (in accordance with Condition 23.4 or 23.10), National Grid shall have no further liability in respect thereof and in the case of a sale or transfer:
 - (a) upon the date of the sale or transfer the Customer shall be responsible for complying with all relevant legislation and standards in respect of any equipment in situ; and

 - (b) where the Customer discovers that a Meter Regulator connected to Meter with a badged capacity of less than 11 SCMH is not compliant with PRS 3 it shall ensure that such equipment is replaced and securely disposed of;

 - (c) where the Customer discovers that a Meter Regulator connected to Meter with a badged capacity of 11 SCMH and above is not compliant with PRS 33 it shall ensure that such equipment is replaced and securely disposed of.

Medium Pressure Ancillary Equipment with a badged capacity of less than 11 SCMH

23.10 Where in the course of removing a National Grid Meter, the Customer discovers Ancillary Equipment with an inlet pressure exceeding Low Pressure and connected to a Meter with a badged capacity of less than 11 SCMH, the Customer shall be responsible for promptly:

- (a) removing and making such Ancillary Equipment available for collection by National Grid; and
- (b) contacting the relevant IDN Company (Gas Transporter) where the installations are “non-standard” as defined in IGE/G/1.

Meter with a badged capacity of 11 SCMH or above which is not a Low Pressure Diaphragm Meter

23.11 In respect of any Ancillary Equipment which has been provided by National Grid and which is attached to a Meter with a badged capacity of 11 SCMH or above which is not a Low Pressure Diaphragm Meter which is to be removed by the Customer, then where the Customer wishes National Grid to:

- (a) sell such Ancillary Equipment installed before 1st April 2001; or
- (b) transfer ownership of any such Ancillary Equipment which has been provided by National Grid and was or is installed on or after 1st April 2001;
- (c) in either case, transfer ownership of the Meter Housing owned by National Grid (if any).

it shall so notify National Grid and provide the details set out in the Rainbow MAM Manual;

23.12 In the case of:

- (a) Condition 23.11(a),
 - (i) where possible, National Grid will assess a sale price based on information held by National Grid on the asset, and subject as provided for below National Grid shall then provide a quotation to the Customer;

(ii) where National Grid advises the Customer that the Site visit is necessary for National Grid to assess a sale price based on the nature and condition of the asset, the Customer may at its option either:

- (1) carry out a Site visit to obtain the necessary information; or
- (2) request National Grid to do so, in which case National Grid shall arrange such Site visit;

and subject as provided for below National Grid shall then provide a quotation to the Customer;

the cost and expense of preparing such quotation shall be borne by the Customer; in the case of Ancillary Equipment with an inlet pressure:

- (1) not exceeding 7 bar, on the basis of the appropriate charge for preparing the quotation, as published in the National Grid Metering Charges;
- (2) of 7 bar and above, on the basis of National Grid's cost of preparing such quotation subject always as follows:
 - (aa) such cost is not included in the list price;
 - (bb) such cost is reasonable; and
 - (cc) National Grid uses its reasonable endeavours to provide to the Customer a best estimate of such costs in advance of such preparation works; and

provided always that nothing shall prejudice the right of National Grid to request reasonable supporting evidence and particulars of the Customer's assessment of the nature and condition of the asset and/or undertake a site visit at the Customer's expense in order for National Grid to provide a quotation to the Customer;

(b) Condition 23.11(b), National Grid shall offer to transfer ownership of the Ancillary Equipment to the Customer at no charge;

23.13 Where:

- (a) in the case of a quotation which the Customer has accepted, when the Customer removes the Meter which is attached to such Ancillary Equipment it may leave such Ancillary Equipment in situ (and shall not make available such assets for collection by National Grid) and it shall send National Grid a De Appointment Notice, including the appropriate reason code (change of agent) set out in the Rainbow MAM Manual and on the De Appointment Date a sale of such Ancillary Equipment will occur and the purchase price shall be the quotation price;
- (b) the Customer has accepted National Grid's offer to transfer ownership of the Ancillary Equipment then when the Customer removes the Meter which is attached to such Ancillary Equipment it may leave such Ancillary Equipment in situ (and shall not make available such assets for collection by National Grid) and shall send National Grid a De Appointment Notice, including the appropriate reason code (change of agent) set out in the Rainbow MAM Manual and on the De Appointment Date a transfer of ownership of such Ancillary Equipment will occur at no charge to the Customer.

23.14 Where the Customer does not notify National Grid in accordance with Condition 23.11 or accept the quotation or offer made in accordance with Condition 23.12, then when the Customer removes the Meter it shall also:

- (a) remove such Ancillary Equipment (and any Convertor which has been provided by National Grid) attached thereto;
- (b) make available such assets for collection by National Grid; and notify National Grid of the location of such removed assets for collection by National Grid.

23.15 Where at any time a Meter with a badged capacity of 11 SMCH or above and not a Low Pressure Diaphragm Meter is removed by a person other than the Customer, as soon as the Customer becomes aware of this, the Customer shall send a De Appointment Notice to National Grid with the appropriate reason Code as set out in the Rainbow MAM Manual. Following receipt of this, National Grid shall be responsible for making arrangements in respect of any such item of Off-Network National Grid Metering Equipment of National Grid which remains at such Meter Point.

23.16 Where the Customer fails to comply with Condition 23.14(a) and (b) then accordingly in each such case:

- (a) a sale (where installed before 1st April 2001) or transfer (where installed on or after 1st April 2001) shall be deemed to have occurred:

- (i) upon the De Appointment Date, where a De Appointment Notice has been made; or
 - (ii) upon the Meter Removal Date, where a De Appointment notice has not been made; and
 - (b) the sale price of such Ancillary Equipment which National Grid shall be entitled to charge shall be an amount determined by National Grid, on the same basis as in Condition 23.12 (a);
 - (c) any such transfer will be made at no charge;
- 23.17 On the basis of the De Appointment Notices received, each month National Grid will invoice the Customer by means of the Metering Asset Ad-hoc Invoice for any charges payable in accordance with this Condition 23.12, 23.13 and 23.16 which have accrued in the preceding month.
- 23.18 The Customer acknowledges that in respect of any item of Ancillary Equipment sold or transferred in accordance with Condition 23.13 or 23.16:
- (a) such item of Ancillary Equipment is sold or transferred as the case may be on a “sold as seen” basis and no warranty is given by National Grid as to its condition, accordingly to the fullest extent permitted by law all liabilities of National Grid in respect thereof will cease on such sale or transfer;
 - (b) the provisions of Condition 23.21 shall apply.
- 23.19 Following the sale or transfer of any item of Ancillary Equipment (in accordance with Condition 23.13 or 23.16) or its removal by the Customer (in accordance with Condition 23.14), National Grid shall have no further liability in respect thereof and in the case of a sale or transfer:
- (a) upon the date of the sale or transfer the Customer shall be responsible for complying with all relevant legislation and standards in respect of any equipment in situ; and
 - (b) where a Site visit has not occurred and the Customer discovers a Meter Regulator connected to Meter with a badged capacity of 11 SCMH or above is not compliant with PRS 33 it shall ensure that such Meter Regulator is replaced and securely disposed of and National Grid shall refund the purchase price paid therefor by the Customer following receipt of evidence of such disposal.

23.20 For the avoidance of doubt, references to a Meter which is to be removed by the Customer shall include Meter removal by any agent or contractor employed by the Customer for such purpose (including National Grid) or by the relevant IDN Company (Gas Transporter) under the PEMS Agreement.

23.21 Upon, and in consideration of, the sale or transfer by National Grid to the Customer of any item of Ancillary Equipment pursuant to the foregoing provisions of this Condition 23, the following provisions shall apply:

- (a) the Customer at its sole cost and expense shall:
 - (i) notify the Consumer in respect of the Consumer Premises at which such Ancillary Equipment is situated of the transfer of ownership from National Grid to the Customer; and
 - (ii) seek the attornment or acknowledgement of that Consumer to the Customer as new owner of that Ancillary Equipment;

in each case upon and subject to Condition 23.21(b);

- (b) the methods of notification and of obtaining the Consumer's attornment or acknowledgement shall be reasonably acceptable to National Grid but otherwise at the discretion of the Customer save that notifications shall be in writing and the attornment or acknowledgement by the Consumer shall be obtained on or before the date of removal of the Meter associated with the Ancillary Equipment concerned;
- (c) the Customer shall indemnify and keep indemnified National Grid from and against all and any liability, loss, damages and costs and expenses (including without limitation legal costs) awarded against or incurred or paid by National Grid, and whether arising under law, contract, tort (including negligence) or in connection with judgements, proceedings, internal costs or demands (in this Condition 23.21(c), "**Indemnified Costs**"), as a result of or in connection with any loss or damage suffered by a third party (including without limitation the relevant Consumer) and caused by such Ancillary Equipment the subject of a sale or transfer where such loss or damage occurs on or after the date upon which the sale or transfer occurs, provided always that:
 - (i) the Customer shall have no liability to National Grid under this indemnity if and to the extent that (1) the loss or damage caused to or by such Ancillary Equipment occurred on or after the date on which the relevant Consumer shall

have attorned or acknowledged, or be deemed to have attorned or acknowledged, the Customer as new owner of such Ancillary Equipment or (2) such loss or damage caused by such Ancillary Equipment results from the negligence of National Grid or (3) the Indemnified Costs relate to loss or use or loss of profit in each case suffered by National Grid; and

- (ii) National Grid shall use all reasonable endeavours to mitigate any Indemnified Costs.

23.22 Any elections made by the Customer for the purposes of the Provision and Maintenance Agreement in respect of periods prior to the relevant IDN System Transfer Date shall be treated as if made under this Condition 23 which shall be read and construed accordingly.

24. MODIFICATION OF THIS AGREEMENT

This Agreement shall not be modified other than in accordance with:

- (a) the Metering Agreements Modification Provisions; or
- (b) the terms of any Alternative Contract Conditions intended to facilitate the operation of such Alternative Contract Conditions as between National Grid and the Customer (but for the avoidance of doubt only insofar as such modifications relate to National Grid and the Customer and not to any other agreement in the terms hereof between National Grid and any other National Grid Customer).

25. SALE BY NATIONAL GRID OF OFF-NETWORK NATIONAL GRID METERING EQUIPMENT

25.1 Upon notification by National Grid in accordance with Condition 25.2 of an actual or proposed sale, transfer or assignment in whole or in part of Off-Network National Grid Metering Equipment provided from time to time by National Grid in accordance with this Agreement (otherwise than as contemplated in Condition 23), and subject always to Condition 25.3, the Customer undertakes to notify each Consumer in respect of Consumer Premises at which such Off-Network National Grid Metering Equipment is situated (“**Relevant Consumers**”) of the identity of the purchaser, transferee or assignee of such Off-Network National Grid Metering Equipment and to seek an acknowledgement of that notification from each Relevant Consumer, upon and subject to the provisions of this Condition 25.

25.2 National Grid may invoke the provisions of this Condition 25 by notifying the Customer in writing from time to time of any actual or proposed sale, transfer or assignment in whole or in part of Off-Network National Grid Metering Equipment, each such notification to make express

reference to this Condition 25 and to include the identity of the purchaser, transferee or assignee, the actual or anticipated date of sale, transfer or assignment and sufficient information to enable the Customer to identify the Relevant Consumers.

25.3 No later than 20 Working Days after National Grid's notice pursuant to Condition 25.2, the Customer may (but shall not be obliged to) notify National Grid in writing invoking this Condition 25.3 to the effect that the Customer shall provide sufficient details relating to its Relevant Consumers to enable National Grid to notify, or procure the notification to, Relevant Consumers of the identity of the purchaser, transferee or assignee, and to enable National Grid to seek an acknowledgement of that notification from each Relevant Consumer, and upon and with effect from such notice from the Customer the following terms and conditions shall apply:

(a) on any one or more occasions during the period commencing on the receipt by National Grid of the Customer's notice as aforesaid and ending on the date 6 months thereafter, National Grid may by notice in writing to the Customer specify a date (the "**Relevant Consumer Data Date**"), being:-

(i) not earlier than 3 Working Days prior to the date of such notice from National Grid; and

(ii) not later than 20 Working Days after the date of such notice from National Grid,

by reference to which the Customer shall compile details of its Relevant Consumers for delivery to National Grid in accordance with (b) below;

(b) no later than 10 Working Days after the later of the date of National Grid's notice pursuant to (a) above and the Relevant Consumer Data Date, the Customer shall deliver to National Grid in electronic format the name and postal address of each Relevant Consumer as at the Relevant Consumer Data Date complete and up to date to such an extent as will enable National Grid to notify, or procure the notification to, such Relevant Consumer of the identity of the purchaser, transferee or assignee of the relevant Off-Network National Grid Metering Equipment and to seek its attornment or acknowledgement of such notification;

(c) National Grid undertakes to the Customer that it shall not use and/or disclose the names and addresses delivered to it by the Customer pursuant to (b) above otherwise than for the purposes contemplated by this Condition 25.3;

- (d) in consideration of the performance by the Customer of its obligations under this Condition 25.3, and subject always to (e) and (f) below, National Grid shall reimburse to the Customer its reasonable costs reasonably incurred pursuant to (a) and (b) above, and in respect of each notice served by National Grid pursuant to (a) above the Parties shall use all reasonable endeavours to reach agreement in respect of the amount of such costs but failing agreement either Party may, upon giving to the other not less than 28 Days prior notice in writing, refer the matter or matters in dispute for determination by an independent expert pursuant to Condition 18.9;
- (e) National Grid shall not be obliged to make reimbursement to the Customer pursuant to (d) above if the Customer shall not have complied with its obligations under this Condition 25.3;
- (f) payment shall be made by National Grid to the Customer no later than 30 Days after agreement or determination (as the case may be) of the Customer's costs pursuant to (d) above, against production of a valid invoice in respect thereof; and
- (g) the Customer shall use all reasonable endeavours to mitigate its costs referred to in (d) above.

25.4 If Condition 25.3 shall not have been invoked by the Customer by notice in writing to National Grid by the date specified therein, then no later than 40 Working Days after National Grid's notice pursuant to Condition 25.2, the Customer (acting reasonably) shall formulate and provide to National Grid in writing one or more alternative proposals for notification to Relevant Consumer by or on behalf of the Customer of the identity of the purchaser, transferee or assignee of such Off-Network National Grid Metering Equipment and the obtaining from such Relevant Consumers of attornment to or acknowledgement of such purchaser, transferee or assignee as new owner of such Off-Network National Grid Metering Equipment ("**Implementation Options**") as follows:

- (a) unless otherwise agreed in writing by National Grid, each Implementation Option shall comprise:-
 - (i) a method of notification of the identity of the purchaser, transferee or assignee reasonably acceptable to National Grid, subject to (d) below; and
 - (ii) a method of obtaining the attornment to or acknowledgement of such purchaser, transferee or assignee as new owner of such Off-Network National Grid Metering Equipment reasonably acceptable to National Grid, subject to (d) below; and

- (iii) a timetable for the giving of such notification and obtaining of such attornment or acknowledgement (to include, as a minimum, notification as soon as reasonably practicable after National Grid's notification pursuant to Condition 25.2, notification no later than 3 months after such notification by National Grid, notification no later than 6 months after such notification by National Grid and notification no later than 12 months after such notification by National Grid);
- (b) each Implementation Option shall be accompanied by the Customer's best estimate of its reasonable costs reasonably expected to be incurred in its implementation (including any such cost of providing reasonable evidence of performance of its obligations under this Condition 25 referred to in Condition 25.7(b)), on the basis of cost per individual Relevant Consumer, together with sufficient evidence in support thereof as shall enable National Grid to verify such estimate and its reasonableness for the purposes of Condition 25.5(a);
- (c) the Implementation Options shall include as a minimum, and for the purpose of Condition 25.5(b), the Implementation Option which in the reasonable opinion of the Customer is the most cost effective and efficient means of notifying Relevant Consumers and seeking their attornment or acknowledgement as aforesaid, having regard to the nature of the Customer's business; and
- (d) the following methods of notification and obtaining attornment or acknowledgement shall be deemed to be reasonably acceptable to National Grid for the purposes of this Condition 25.4:-
 - (i) notification to each Relevant Consumer by way of annotation on a gas bill (or by separate written notice accompanying a gas bill), irrespective of whether delivered in hard copy or by electronic means, specifying (1) the identity of the purchaser, transferee or assignee and (2) the date of sale, transfer or assignment; and
 - (ii) either:
 - (1) a further statement made in writing to each Relevant Consumer at the same time and in the same manner as the notification in (i) above; or
 - (2) a term in the contract for supply of gas between the Customer and each Relevant Consumer,

in each case to the effect that by continuing to accept a supply of gas the Relevant Consumer shall be treated as having attorned to or acknowledged the title of the purchaser, transferee or assignee to such Off-Network National Grid Metering Equipment.

25.5 The Parties shall each use all reasonable endeavours to agree:

- (a) a best estimate of the Customer's reasonable costs reasonably expected to be incurred in the implementation of each Implementation Option; and
- (b) the most cost effective and efficient means of notifying Relevant Consumers and seeking their attornment or acknowledgement as aforesaid, having regard to the nature of the Customer's business,

and failing agreement either Party may, upon giving to the other not less than 28 Days prior notice in writing, refer the matter or matters in dispute for determination by an independent expert pursuant to Condition 18.9. For the avoidance of doubt, the most cost effective and efficient means of notifying Relevant Consumers and seeking their attornment or acknowledgement as aforesaid which is so agreed or determined shall be deemed to be an Implementation Option for the purposes of the remaining provisions of this Condition 25.

25.6 Upon agreement or determination of the matters specified in Condition 25.5, National Grid shall (after consultation with the Customer) notify the Customer as to which Implementation Option it requires the Customer to implement, and upon such notification the Customer shall notify all Relevant Consumers of the identity of the purchaser, transferee or assignee and seek their attornment or acknowledgement accordingly in accordance with that Implementation Option (including in the manner and by the date specified therein).

25.7 In consideration of performance by the Customer of its obligations in Condition 25.6, National Grid shall reimburse to the Customer its reasonable costs reasonably incurred pursuant thereto ("**Implementation Costs**") upon and subject to the following:-

- (a) National Grid shall not be obliged to reimburse to the Customer the Implementation Costs:-
 - (i) to the extent that the Implementation Costs exceed the best estimate agreed or determined pursuant to Condition 25.5; and/or
 - (ii) if in respect of that notification by National Grid the Customer shall not have complied with any of its obligations under this Condition 25;

- (b) payment shall be made by National Grid no later than 30 Days after receipt by National Grid from the Customer of reasonable evidence that it has performed its obligations under this Condition 25 (for example by the production by the Customer of a sworn statutory declaration as to posting) and against production of a valid invoice in respect thereof; and
- (c) the Customer shall use all reasonable endeavours to mitigate the Implementation Costs.

25.8 The Customer shall indemnify and keep indemnified National Grid from and against all and any liability, loss, damages and costs and expenses (including without limitation legal costs) awarded against or incurred or paid by National Grid, and whether arising under law, contract, tort (including negligence) or in connection with judgements, proceedings, claims or demands (in this Condition 25.8, "**Indemnified Costs**"), as a result of or in connection with any loss or damage suffered by a third party (including without limitation the Relevant Consumer) and caused by Off-Network National Grid Metering Equipment the subject of a sale, transfer or assignment where such loss or damage occurs on or after:

- (a) except where Condition 25.3 has been invoked by the Customer, the date 11 months after National Grid's notification pursuant to Condition 25.2, or, where Condition 25.3 has been invoked or otherwise, if later;
- (b) the date on which any proposed sale, transfer or assignment of that Off-Network National Grid Metering Equipment notified by National Grid pursuant to Condition 25.2 actually takes place;

provided always that the Customer shall have no liability to National Grid under this indemnity (or, in respect of (i), (iii) and (v) only, otherwise):

- (i) in respect of any Indemnified Costs to the extent they relate to loss or damage caused by any Off-Network National Grid Metering Equipment in relation to which the Customer shall have fully and correctly performed, or is fully and correctly performing, the Implementation Option selected by National Grid pursuant to Condition 25.6 (or, where Condition 25.3 has been invoked, in relation to which the Customer shall have provided to National Grid details of the Relevant Consumer in accordance with Condition 25.3(b)) and otherwise complied with this Condition 25 (and irrespective of whether occurring before or after the time when such damage occurred); or
- (ii) if and to the extent that such loss or damage caused by any Off-Network National Grid

Metering Equipment occurred on or after the date on which the Relevant Consumer shall have attorned or acknowledged, or be deemed to have attorned or acknowledged, the purchaser, transferee or assignee as new owner of that Off-Network National Grid Metering Equipment, whether or not the Customer shall have fully and correctly complied with the Implementation Option selected by National Grid (or, where Condition 25.3 has been invoked, whether or not the Customer shall have provided to National Grid details of the Relevant Consumer in accordance with Condition 25.3(b)) (and without prejudice to any other remedies available to National Grid in respect thereof); or

- (iii) if and to the extent that the Indemnified Costs relates to a claim from the purchaser, transferee or assignee (as the case may be) of any Off-Network National Grid Metering Equipment unless founded upon National Grid's purported ownership of that Off-Network National Grid Metering Equipment at the time the damage caused to or by that Off-Network National Grid Metering Equipment occurred as a result of the Customer's failure to fully and correctly implement the Implementation Option (or, where Condition 25.3 has been invoked, as a result of the Customer's failure to provide to National Grid details of the Relevant Consumers in accordance with Condition 25.3(b)) or otherwise comply with this Condition 25; or
- (iv) if and to the extent that such loss or damage caused by any Off-Network National Grid Metering Equipment results from the negligence or breach of statutory duty of National Grid (but without prejudice to any other remedies available to National Grid in respect thereof); or
- (v) if and to the extent that the Indemnified Costs do not comprise amounts paid or payable to a third party and relate to loss of use, loss of profit, loss of revenue, loss of contract, loss of goodwill or any indirect and/or consequential loss in each case suffered by National Grid;

and National Grid shall use all reasonable endeavours to mitigate any Indemnified Costs.

26. GENERAL

26.1 National Grid performance

26.1.1 In relation to exercising its discretions and performing obligations under this Agreement National Grid shall at all times:-

- (a) act to the standard of an RPO in the performance of its obligations under this Agreement; and

(b) act reasonably and in good faith in its dealings with the Customer.

26.1.2 For the avoidance of doubt the operation of this Condition 26.1 shall not prevent National Grid from performing any obligation under this Agreement.

26.2 Waiver

26.2.1 No delay by or omission of any Party in exercising any right, power, privilege or remedy under this Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof.

26.2.2 Any single or partial exercise of any such right, privilege or remedy shall not preclude any other or future exercise thereof or the exercise of any other right, power, privilege or remedy.

26.3 Language

Every Metering Communication, and every notice or other communication to be given by one Party to another under this Agreement, shall be in the English language.

26.4 Severance

If any provision of this Agreement is or becomes invalid, unenforceable or illegal, or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction or by order of any other Competent Authority, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement, which shall continue in full force and effect notwithstanding the same.

26.5 Entire Agreement

26.5.1 The documents listed in (a), (b) and (c) below contain or expressly refer to the entire agreement between the Parties with respect to the subject matter thereof, and supersede all previous agreements or understandings between the Parties with respect thereto and any warranty, condition or other term implied at law or by custom is (to the fullest extent permitted by law) expressly excluded therefrom:

(a) this Agreement:

(b) the relevant Meter Works Conditions;
the Rainbow System User Agreement;

the Provision and Maintenance Agreement; and
the Metering Agreements Modification Provisions;

- (c) the Rainbow MAM Manual:
 - Enhanced IX Operational Guidelines for use with Rainbow;
 - Standards of Service Query Management Operational Guidelines;
 - Meter Credit Rules;
 - National Grid Metering Charges;
 - Web Portal User Guidelines;
 - Rainbow System Validation Document;
 - Contingency Procedures; and
 - Management of External Access to Rainbow.

26.5.2 In the event of conflict between the documents listed in (a), (b) and (c), the document listed in (a) shall take precedence over the documents listed in (b) and (c), and the documents listed in (b) shall take precedence over the documents listed in (c).

26.5.3 It shall be an obligation of National Grid or the Customer to comply with a provision of the Rainbow MAM Manual where such provision is expressly identified in the Rainbow MAM Manual as one which is made binding on National Grid or the Customer by any of the documents listed in Condition 26.5.1(a) and (b) and not otherwise, but it is acknowledged that as respects all provisions of the Rainbow MAM Manual (whether or not made binding by such documents) the Customer may be unable to make a Batch Transfer Communication or Web Communication (and so may be unable to exercise an entitlement to make a Metering Communication required to be made as such) where the Customer does not comply with such provisions.

26.5.4 Each Party acknowledges that in entering into this Agreement it does not rely on any representation, warranty or other understanding not expressly contained in this Agreement.

26.5.5 Nothing contained in a document referred to in this Agreement, beyond what is expressly contemplated by this Agreement as being contained in such document or is necessary for the purposes of giving effect to a provision of this Agreement, shall modify or have any effect for the purposes of this Agreement or be construed as relevant to the interpretation of this Agreement.

26.6 Jurisdiction

26.6.1 Subject to Condition 18, the Parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in

connection with this Agreement and that accordingly any suit, action or proceeding (collectively "**Proceedings**") arising out of or in connection with this Agreement may be brought in such courts.

26.6.2 Each Party irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any Proceedings in any such court as is referred to in Condition 26.6.1 and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgment in any Proceedings brought in the English courts shall be conclusive and binding upon such Party and may be enforced in the courts of any other jurisdiction.

26.6.3 The Customer agrees that if it is not a company incorporated under the Companies Act 1985 shall provide to National Grid an address in England or Wales for service of process on its behalf in any Proceedings.

26.7 Third Party Rights

26.7.1 Except as provided in Condition 26.7.2 and subject to any rights which may accrue to any successor or permitted assign of the Parties, no provision of this Agreement or any Contract made thereunder shall or may be construed as creating any rights enforceable by a third party (whether under the Contracts Act or otherwise) and all third party rights as may be implied by law (whether under the Contracts Act or otherwise) are hereby excluded to the fullest extent permitted by law from this Agreement and any Contract made hereunder.

26.7.2 The benefit of Condition 14 insofar as and to the extent related to the subject matter of this Agreement shall be conferred on each and any Affiliate of each Party from time to time, and such Affiliate(s) shall have the benefit of Condition 14 under the Contracts Act and the benefit of Condition 21.5 shall be conferred on the owner of the relevant IDN System or IGT System, referred to therein and such owner of the relevant IDN System or IGT System, shall have the benefit of Condition 21.5 under the Contracts Act.

26.7.3 No consent shall be required from any person having rights under this Agreement by virtue only of the Contracts Act to any amendment, variation, waiver or settlement of this Agreement or any right or claim arising from or under it which (in each case) has been agreed by any party to it.

26.8 Standards

National Grid will comply with the various Standards contained in and more particularly described in Schedule Two in respect of activities performed by National Grid pursuant to this Agreement.

26.9 Governing law

This Agreement and any Contract made thereto shall be governed by, and construed in all respects in accordance with, English law.

26.10 Further assurance

Subject to the terms and conditions of this Agreement, each Party agrees to use its reasonable endeavours at its own cost to do or cause to be done all things necessary, proper or advisable under the applicable laws and regulations to consummate the transactions contemplated by this Agreement as expeditiously as possible, including, without limitation, the performance of such further acts or the execution and delivery of any additional deeds, instruments or documents to obtain any permits, approvals, licences or waivers required for the purposes of this Agreement and the transactions contemplated hereby.

26.11 Counterparts

26.11.1 This Agreement may be executed by the Parties on separate counterparts, each of which when executed and delivered shall constitute an original but the counterparts shall together constitute both one and the same instrument.

26.11.2 The Parties may agree to execute this Agreement on a consolidated signature sheet which shall identify the Parties and which shall when executed between the Parties in accordance with Condition 26.11.1 constitute valid execution of this Agreement notwithstanding that it may also constitute execution of any one or more other agreements between the Parties and/or between one or both of the Parties and a third party and/or between third parties each being referred to in the said consolidated signature sheet.

26.11.3 Without prejudice to the foregoing the Parties may also agree that this Agreement may be executed in accordance with Conditions 26.11.1 and 26.11.2 but in a manner whereby this Agreement (but not the consolidated signature sheet) is in a CD Rom format only.

SCHEDULE ONE
CUSTOMER ADMISSION REQUIREMENTS

1 ADMISSION REQUIREMENTS

1.1 For the purpose of Condition 2(b), in order to become the Customer a person (the “**Applicant Customer**”) must:

- (i) satisfy or secure satisfaction of the requirements in paragraph 1.2, and
- (ii) enter into this Agreement and thereby agree to be bound by its terms;

and until then the Customer is referred to in this Schedule One as the “**Applicant Customer**”.

1.2 The requirements referred to in paragraph 1.1(i) are as follows:

(a) the Applicant Customer shall have applied to National Grid, in such form as National Grid may from time to time prescribe, giving the following details:

- (i) the name of the Applicant Customer;
- (ii) the legal nature of the Applicant Customer, and where the Applicant Customer is not a company incorporated under the Companies Act 1985, such further information concerning the constitution of the Applicant Customer as National Grid may reasonably require;
- (iii) the address and telephone and facsimile numbers of the Applicant Customer, and the individual for whose attention notice is to be marked, for the purposes of notice under Condition 16; and
- (iv) where the Applicant Customer is not a company incorporated under the Companies Act 1985, an address for service in accordance with Condition 26.6.3;

(b) either:

- (i) a Supplier’s Licence shall have been granted to the Applicant Customer which is in force and in respect of which no notice of revocation has been given, and the Applicant Customer shall have provided a copy of such licence to National Grid, or

- (ii) a Supplier's Licence shall be treated as having been granted to the Applicant Customer pursuant to a scheme made under Condition 15 or 16 of Schedule 5 to the Gas Act 1995;
- (c) the Applicant Customer shall have signed the Rainbow System User Agreement and secured compliance with those requirements of the Rainbow System User Agreement which are required to be complied with before the Customer is able to send and receive Metering Communications, including without limitation:
 - (i) the installation and connection of the Rainbow Customer Equipment at the Applicant Customer's premises;
 - (ii) the appointment of one or more authorised representatives of a Rainbow Customer who have been designated by a Rainbow Customer as having authority to access and use on behalf of that Rainbow Customer, individual access parts of the Rainbow System and for whom an appropriate identity has been issued ("**Authorised Representative**"); and
- (d) the Applicant Customer shall have been assigned an initial Credit Limit in accordance with Schedule Five;
- (e) the Applicant Customer shall have signed a Form of Election in the format set out in Schedule Seven.

1.3 The Applicant Customer may sign this Agreement before the requirements of paragraph 1.2(c) and (d) and are satisfied.

1.4 Where in accordance with paragraph 1.3 the Applicant Customer has signed this Agreement, the Applicant Customer and National Grid shall be bound by this Schedule One and Conditions 12, 13, 14, 15, 16, 17, 18 and 20, 21, 24, 25, and 26 and (but only for the purposes of enabling an Applicant Customer to satisfy the requirements in paragraph 1.2(c)) the Rainbow System User Agreement; and the Applicant Customer shall for such purposes only be treated as a Customer for such purposes only.

2 ADMISSION OF CUSTOMER

2.1 The Applicant Customer will become a Customer with effect from the Day ("**Customer Accession Date**") which is the following Working Day after satisfaction of the last of the requirements under paragraphs 1.1 and 1.2 to be satisfied.

2.2 Upon the Applicant Customer becoming a Customer pursuant to paragraph 2.1 National Grid will so notify the Applicant Customer, specifying National Grid's notice details for the purposes of Condition 16.2.3.

3 RESTRICTED AUTHORISATION OF CUSTOMER

Where the Supplier Licence held by a Customer limits or restricts the premises to which the Customer may supply gas or in any other way limits or restricts the activities which the Customer is authorised to carry on, the Customer shall be solely responsible for compliance with such limit or restriction and National Grid shall not in the implementation of this Agreement as respects such Customer be concerned with such limit or restriction.

SCHEDULE TWO
PART A
INDIVIDUAL AND OVERALL STANDARDS OF SERVICE

1. INTERPRETATION

- 1.1 For the purposes of this Schedule 2, Part A a "**Request**" shall mean a request for Meter Works to be undertaken at Domestic Premises in accordance with a Scheduled Attendance. Such Request to be in accordance with any requirements set out in the Rainbow MAM Manual.
- 1.2 The measurement of the duration of the number of Working Days commences with the next Working Day that follows either the date of the receipt of the request or the subsequent date upon which a course of action has been agreed in respect of such Request.

2. INDIVIDUAL STANDARDS OF PERFORMANCE

2.1 Appointments ("IS2")

2.1.2 IS2 applies where:

- (i) the Customer makes a Request to National Grid to visit Domestic Premises for the purpose of performing any Relevant Category of Meter maintenance;
- (ii) the Domestic Consumer makes a Request to National Grid to visit Domestic Premises for the purpose of performing any Relevant Category of Meter maintenance;

and which requires access to be afforded to National Grid or for which it would otherwise be reasonable to expect the Domestic Consumer to be present.

- 2.1.3 Where National Grid receives such a Request referred to in paragraph 2.1.2(i) or 2.1.2(ii) in Working Hours from a Customer or Domestic Consumer respectively in respect of which a Scheduled Attendance is required, and the Customer's or Domestic Consumer's Request specifies the proposed date upon which the Scheduled Attendance is requested (and such proposed date is no earlier than the relevant Standard to attend Site following the request as detailed in Schedule Four T2.2A and T3.2A) then (i) such Scheduled Attendance will be made for such proposed date and (ii) National Grid will attend such Scheduled Attendance on such proposed date.

2.1.4 Where this IS2 applies, and where National Grid fails to offer a Scheduled Attendance or keep the Scheduled Attendance National Grid will (except in the circumstances described in paragraph 2.1.6) pay to the Customer the sum of £20.

2.1.5 Where a Scheduled Attendance is made for more than one purpose, National Grid will not be required to pay more than one sum of £20 under paragraph 2.1.4 in respect of failure to keep such Scheduled Attendance.

2.1.6 The circumstances referred to in paragraph 2.1.4 are each of the circumstances described in paragraph 5, provided that in relation to paragraph 5.1(v), National Grid gave the Customer or the Domestic Consumer (as appropriate) not less than one (1) Working Day's prior notice (whether or not in writing) that National Grid would be unable to keep the Scheduled Attendance or the circumstances referred to in paragraph 5.1(v) occurred at a time when it was not reasonably practicable to give such a notice;

2.1.7 Requests from the Customer in accordance with this paragraph 2.1 will be by electronic means or by means of facsimile.

2.1.8 The Relevant Categories of Meter Maintenance are:

- (i) attend a National Grid Prepayment Meter - Gas ON (e.g. battery flag);
- (ii) attend a National Grid Credit Meter - Gas ON (e.g. blank screen, battery flag);
- (iii) attend a National Grid Meter fault - Gas ON, noisy Meter, passing unregistered gas.

2.2 Responding to Prepayment Meter faults ("IS3")

2.2.1 IS3 applies where National Grid receives a Request, from the Customer, or a Domestic Consumer, to visit a Domestic Premises for the purpose of repairing or replacing a National Grid Prepayment Meter (which has been reported as not operating in the manner for which it is designed so as to permit a supply of gas to the Domestic Premises) so as to restore the supply.

2.2.2 Where National Grid receives a Request as referred to in paragraph 2.2.1, by telephone, within Working Hours and within 4 hours (or any greater time period agreed by National Grid with the person requesting such visit) of such receipt National Grid fails to visit such Domestic Premises in order to repair or replace such National

Grid Prepayment Meter so as to permit a supply in the manner for which it is designed, then (except in the circumstances described in paragraph 2.2.4) National Grid will pay the Customer the sum of £20.

2.2.3 Where such a Request is received by National Grid outside Working Hours it will be deemed to have been received at the commencement of the next following period of Working Hours.

2.2.4 The circumstances referred to in paragraph 2.2.2 are:

- (i) each of the circumstances described in paragraph 5;
- (ii) where the Customer, or Domestic Consumer (as the case may be) requested National Grid not to visit the Domestic Premises or not to restore the supply of gas;
- (iii) the Prepayment Meter was found to be operating in a manner for which it was designed and including where the loss of supply is due to:
 - (a) there being no credit on the meter;
 - (b) faulty Gas Card (Consumer);
 - (c) Gas Card (Consumer) not delivered;
 - (d) lost Gas Card (Consumer);
 - (e) damaged Gas Card (Consumer);
 - (f) incorrectly programmed Gas Card (Consumer);
 - (g) activation of the tamper mechanism and/or misuse of meter as indicated by the following:
 - tilt or magnet detected tamper;
 - excessive flow tamper;
 - battery compartment tamper;
 - token invalid tamper;
 - card slot damage fault;
 - repeated insertion – no credit tamper;
 - too many new Gas Cards (Consumer) used tamper;

- authorisation invalid tamper;
- meter code forged tamper;
- regional data corrupt tamper;
- customer data corrupt tamper;
- physical damage to meter.

2.3 Payment Information (“IS4”)

2.3.1 IS4 applies where National Grid is obliged to make a payment to the Customer under sub-paragraph 2.1 or 2.2.

2.3.2 National Grid will within five (5) Working Days (but in any event as soon as reasonably practicable) from the date upon which such failure occurred dispatch to the Customer a notice in electronic format detailing:

- (i) the Standard which has not been met;
- (ii) the Domestic Premises affected thereby;
- (iii) the amount due in respect of such failure.

2.3.3 Where National Grid fails to dispatch such a notice in accordance with paragraph 2.3.2 then National Grid will (except in any of the circumstances described in paragraph 2.3.4) pay the Customer the sum of £20 in respect of each such failure.

2.3.4 The circumstances referred to in this paragraph 2.3.3 are:

- (i) any of the circumstances described in paragraph 5;
- (ii) there is a genuine dispute between National Grid and the Customer as to whether National Grid is obliged to make such payment.

2.3.5 Where a dispute is resolved in favour of the Customer, National Grid will within five 5 Working Days (but in any event as soon as reasonably practicable) from the date upon which the resolution of the dispute occurred dispatch to the Customer a notice in accordance with paragraph 2.3.2 and pay the sum in accordance with paragraph 2.3.3 if it fails to do so.

2.4 Payments

2.4.1 Any payments due to the Customer in accordance with this paragraph 2 will be made

on a monthly basis and such payment will be accompanied by sufficient information to enable the Customer to identify the particular payments against the particular Standard for which such payment applies.

2.4.2 The payment by National Grid to the Customer of the appropriate sum in accordance with this paragraph 2 will be the complete discharge of its obligations to the Customer in respect of its obligations under this paragraph 2 and failure to comply with them, and National Grid will have no other liability to the Customer in respect thereof.

2.4.3 For the avoidance of doubt any payment due to the Customer by National Grid in accordance with this Schedule Two (Part A) will be made only to the Customer and not to a Domestic Consumer.

2.5 Requests by Domestic Consumers

2.5.1 Any Request by a Domestic Consumer in accordance with sub paragraph 2.2 will be treated as a Request made by the Customer.

2.6 Rescheduling

A Scheduled Attendance may be rescheduled prior to the original Scheduled Attendance by agreement with the Domestic Consumer. In such case National Grid will notify the Customer of the rescheduling and any obligations and payment due in respect of such original Scheduled Attendance will then apply only in relation to the rescheduled Scheduled Attendance. National Grid shall use all reasonable endeavours to give the Consumer such notice as is reasonably practicable.

3. OVERALL STANDARDS OF PERFORMANCE

3.1 Responding to Prepayment Meter faults resulting in loss of supply ("OS3").

3.1.1 In order to comply with OS3, in respect of all Valid Visits, National Grid will use its best endeavours to meet the Standard in paragraph 2.2 within the prescribed time for the same in paragraph 2.2 in no less than 98% of applicable cases on a Working Day and in no less than 95% of applicable cases on any other Day.

3.1.2 For the purposes of paragraph 3.1.1, where during any Day the same or similar standard and prescribed time exists under the Provision and Maintenance Agreement and any other agreement(s) which the Parties have agreed or may agree from time to time in writing shall be taken into account for such purpose, then National Grid shall

be entitled to take into account its performance in meeting such relevant standard(s) within such prescribed time under and in accordance with the Provision and Maintenance Agreement and any other agreement(s) which the Parties have agreed or may agree from time to time in writing shall be taken into account for such purpose such that the percentages specified in paragraph 3.1.1 shall be determined on an aggregate basis.

4. INFORMATION TO BE GIVEN TO THE CUSTOMER ABOUT PERFORMANCE IN RELATION TO ALL STANDARDS.

National Grid will within fifteen (15) Working Days of the end of the calendar month, send the Customer a monthly report detailing National Grid's performance in respect of each Individual Standard of Performance and Overall Standard of Performance for that Customer and also its performance in respect of each such Standard on an aggregate basis in respect of all Customers.

5. EXCLUDED CIRCUMSTANCES

5.1 The circumstances where the payment of compensation will not occur will comprise the following:

- (a) Where the Customer, or Domestic Consumer informs National Grid before the due time and/or date (as applicable) for a visit that it does not wish National Grid to take any action, or any further action in relation to the matter;
- (b) Where the Customer, or Domestic Consumer agrees with National Grid that the action taken by National Grid before the due time and/or date (as applicable) for a visit (including any agreement in respect of a Timed Appointment or greater time period in which to fulfil National Grid's obligations) will be treated as the taking by National Grid of the action required by the applicable Standard and, where the action taken by National Grid includes a promise to perform any action (whether before or after the due time and/or date (as applicable) for a visit), National Grid duly performs that promise;
- (c) Where information is or is required to be provided by the Customer, or Domestic Consumer to National Grid, the information is provided to an address or by use of a telephone number other than the address or telephone number which National Grid had advised the Customer is appropriate for receipt of information of that type;
- (d) For the purposes of paragraph 5.1(c) National Grid may advise the Customer by publishing the address, the telephone number or the hours in such a manner as may

be appropriate for the purpose of bringing the advice to the attention of Customers likely to be affected by it;

(e) Where it was not reasonably practicable for National Grid to take the action required by the applicable Standard before or during the due time and/or date (as applicable) for a visit as a result of:

- (i) severe weather conditions;
- (ii) industrial action by the employees of National Grid;
- (iii) the act or default of a person other than an officer, employee or agent of National Grid, or a person acting on behalf of an agent of National Grid;
- (iv) the inability of National Grid to obtain any necessary access to any premises;
- (v) the existence of circumstances by reason of which National Grid could reasonably expect that if National Grid took the action National Grid would or would be likely to be in breach of an enactment; or
- (vi) where a Force Majeure event occurs (as described in Condition 15);

and National Grid had taken all such steps as it was reasonable to take both to prevent the circumstances from occurring and to prevent them from having that effect.

- (vii) where National Grid reasonably considers that the information given by the Customer or Domestic Consumer was frivolous or vexatious.
- (viii) where the Domestic Consumer has committed an offence under paragraph 10 of Schedule 2B to the Gas Act.
- (ix) where a service pipe alteration or renewal is required.
- (x) where National Grid discovers on attendance at the Domestic Premises that the requested work was not required or not possible.

5.2 Where an event described in paragraph 5.1(x) occurs National Grid will leave a written pro forma record at such Domestic Premises recording the reason why such work was not required or not possible.

6. DISPUTES AS TO ATTENDANCE AT DOMESTIC PREMISES

In the event of a dispute in respect of an Individual Standard of Performance as to whether or not National Grid has complied with an obligation to attend the Domestic Premises within the agreed time or at all, National Grid will provide a brief report from its representative as to proof of time and date of the visit within 5 Working Days of the date National Grid received notice of the dispute from the Customer.

SCHEDULE TWO
PART B
QUERY STANDARDS OF SERVICE

1. OPERATIONAL QUERIES

1.1 In respect of Queries relating to Smaller Meter Points and Larger Meter Points respectively, National Grid is required to resolve within a calendar month not less than the appropriate Query Standard set out for metering Queries (and as such terms are further described in the Standards of Service Query Management Operational Guidelines).

1.2 Where Final Achieved Performance for Smaller Meter Points is less than the relevant Query Standard for a Customer within a calendar month National Grid will pay to the Customer an amount calculated as:

$$(((SM_4/100)*A) - B_4 - C) * £1) +$$

$$(((SM_{10}/100)*A) - B_{10} - C) * £3) +$$

$$(((SM_{20}/100)*A) - B_{20} - C) * £6);$$

Where:

SM_4 is the relevant Query Standard for "4 day standard" for Smaller Meter Points: set out in Annex A;

SM_{10} is the relevant Query Standard for "10 day standard" for Smaller Meter Points: set out in Annex A;

SM_{20} is the relevant Query Standard for "20 day standard" for Smaller Meter Points: set out in Annex A;

A is the number of Queries resolved in the calendar month relating to metering at Smaller Meter Points;

B_4 is the number of Queries resolved within 4 Query Count Days for Smaller Meter Points in the calendar month relating to metering;

B_{10} is the number of Queries resolved within 10 Query Count Days for Smaller Meter Points in the calendar month relating to metering;

B_{20} is the number of Queries resolved within 20 Query Count Days for Smaller Meter Points in the calendar month relating to metering;

C is the number of Excluded Queries resolved for the User within the calendar month.

1.3 If for a Smaller Meter Point National Grid does not resolve the Query within 40 Query Count Days National Grid will be liable to pay to the Customer £20 and National Grid will further pay an additional £20 for each further period of not less than 20 Query Count Days in which the Query remains unresolved. Such payment to become due upon resolution of such Query.

1.4 Where Final Achieved Performance for Larger Meter Points is less than the relevant Query Standard for a Customer within a calendar month National Grid will pay to the Customer an amount calculated as the aggregate of:

$$(((LM_{10}/100)*A) - B_{10} - C) * £5) +$$

$$(((LM_{20}/100)*A) - B_{20} - C) * £30);$$

Where:

LM_{10} is the relevant Query Standard for "10 day standard" for Larger Meter Points: set out in Annex A;

LM_{20} is the relevant Query Standard for "20 day standard" for Larger Meter Points: set out in Annex A;

A is the number of Queries resolved in the calendar month relating to metering at Larger Meter Points;

B_{10} is the number of Queries resolved within 10 Query Count Days for Larger Meter Points in the calendar month relating to metering;

B_{20} is the number of Queries resolved within 20 Query Count Days for Larger Meter Points in the calendar month relating to metering;

C is the number of Excluded Queries resolved for the Customer within the calendar month.

1.5 If for a Larger Meter Point National Grid does not resolve the Query within 40 Query Count Days National Grid will be liable to pay to the Customer £70 and National Grid will further pay

an additional £70 for each further period of not less than 20 Query Count Days in which the Query remains unresolved. Such payment to become due upon resolution of such Query.

1.6 Where the volume of Queries submitted by the Customer on a day exceeds the volume daily limits set out in the Standards of Service Query Management Operational Guidelines, the rules for dealing with such daily excess submissions set out in that document will be applied.

1.7 Exceptions to Standard Performance

CRO (Crossed Meter) queries will be subject to the following standards, rather than those set out in Annex A:

90% resolved within 15 Query Count Days.

98% resolved within 25 Query Count Days.

FEQ (Faulty Equipment) queries will be excluded from Standards of Service measurements.

Queries which require a site visit will not be subject to a 4 day standard but will be included within the population for 10 and 20 day calculations and for out of standard query calculations.

1.8 For the purposes of paragraphs 1.2 and 1.4, where during any calendar month the same or similar Query Standard exists under the Provision and Maintenance Agreement and any other agreement(s) which the Parties have agreed or may agree from time to time in writing shall be taken into account for such purposes, then National Grid shall be entitled to take into account its performance in resolving “metering” Queries under and in accordance with the Provision and Maintenance Agreement and any other agreement(s) which the Parties have agreed or may agree from time to time in writing shall be taken into account for such purposes such that the percentages specified in Annex A shall be determined on an aggregate basis.

1.9 Any payments owed by National Grid to the Customer in respect of paragraph 1.8 shall be made by National Grid under the Provision and Maintenance Agreement and not under this Part B.

PART B - ANNEX A

QUERY STANDARD	After 6 months following Implementation Date	After 12 months following Implementation Date	After 18 months following Implementation Date
Smaller Meter Point:			
4 Day Standard: (SM ₄)	65%	75%	80%
10 Day Standard: (SM ₁₀)	90%	95%	95%
20 Day Standard: (SM ₂₀)	98%	98%	98%
Larger Meter Points:			
10 Day Standard (LM ₁₀)	90%	95%	95%
20 Day Standard (LM ₂₀)	98%	98%	98%

SCHEDULE TWO
PART C
METER INFORMATION STANDARDS OF SERVICE

1. UPDATING RELEVANT METER INFORMATION

- 1.1 Subject to paragraph 5 of Schedule Nine with respect to a Meter Point comprised within a Sub-deduct Arrangement, where National Grid undertakes Meter work in relation to an applicable Meter Point which results in a connection or disconnection of the Meter (“**C&D Work**”), National Grid will within 48 hours of completing such C&D Work notify the Customer of the same together with the relevant information as is specified for the purposes of compliance with the Gas Meters (Information on Connection and Disconnection) Regulations 1996.
- 1.2 Where National Grid fails to notify the Customer in accordance with paragraph 1.1 in respect of at least the Relevant Percentage (as set out in Annex A) of applicable Meter Points in relation to any calendar month, the following provisions will apply.
- 1.3 For the purposes of this paragraph 1:
- (a) an “applicable” Meter Point is a Meter Point in respect of which the Customer has appointed National Grid and in relation to which the C&D Work was completed in that calendar month;
 - (b) an applicable Meter Point will not be treated as one in relation to which National Grid did not comply with paragraph 1.1 where National Grid was unable to comply with paragraph 1.1 by reason of Force Majeure;
 - (c) in relation to any applicable Meter Point, any period within which National Grid is to comply with paragraph 1.1 runs from the end of the Working Day on which the relevant C&D Work (therein referred to) was completed.
- 1.4 Paragraphs 1.5, 1.6 and 1.7 shall apply separately in relation to Meters at applicable Smaller Meter Points and applicable Larger Meter Points.
- 1.5 Where in respect of applicable Smaller Meter Points, in relation to any calendar month National Grid does not comply with paragraph 1.1, National Grid will pay to the Customer who was the Customer in respect of such applicable Smaller Meter Point at the date of performance of the C&D Work described in paragraph 1.1 an amount calculated as:

$$((P*M) - N)*Q;$$

where for the relevant month:

M is the number of applicable Smaller Meter Points;

N is the number of applicable Smaller Meter Points in respect of which National Grid did comply with paragraph 1.1;

P is the Relevant Percentage as set out in Annex A in respect of applicable Smaller Meter Points;

and where Q is £1.

- 1.6 Where in respect of applicable Larger Meter Points in relation to any calendar month, National Grid does not comply with paragraph 1.1, National Grid will pay to the Customer who was the Customer in respect of such applicable Larger Meter Point at the date of performance of the C&D Work described in paragraph 1.1 an amount calculated as:

$$((P*M) - N)*Q;$$

where for the relevant month:

M is the number of applicable Larger Meter Points;

N is the number of applicable Larger Meter Points in respect of which National Grid did comply with paragraph 1.1;

P is the Relevant Percentage as set out in Annex A in respect of applicable Larger Meter Points;

and where Q is £5. Without prejudice to the above, National Grid will use reasonable endeavours to work towards a Relevant Percentage of 98% but shall not be liable to the Customer where it fails to do so.

- 1.7 Where National Grid fails to notify the Customer of the C&D Work described in paragraph 1.1 (including notification of the relevant information described therein) within (10) Working Days of completing such C&D Work then subject always to paragraph 1.3, National Grid will pay:

(a) £2 to the Customer who was the Customer in respect of such applicable Smaller Meter Point at the date of commencement of such C&D Work; and

- (b) £10 to the Customer who was the Customer in respect of such applicable Larger Meter Point at the date of commencement of such C&D Work.

- 1.8 For the purposes of paragraphs 1.5, 1.6 and 1.7, where during any calendar month the same or similar notification obligation exists under the Provision and Maintenance Agreement and any other agreement(s) which the Parties have agreed or may agree from time to time in writing shall be taken into account for such purposes, then National Grid shall be entitled to take into account its performance in meeting such notification obligation under and in accordance with the Provision and Maintenance Agreement and any other agreement(s) which the Parties have agreed or may agree from time to time in writing shall be taken into account for such purposes such that the Relevant Percentages set out in Annex A shall be determined on an aggregate basis.

- 1.9 Any payments owed by National Grid to the Customer in respect of paragraph 1.8 shall be made by National Grid under the Provision and Maintenance Agreement and not under this Part C.

PART C - ANNEX A

	Relevant Percentage
Larger Meter Points	90%

SCHEDULE THREE
INVOICING AND PAYMENT

1 INVOICING

1.1 Introduction

1.1.1 The amounts payable by Customers to National Grid and by National Grid to Customers in accordance with this Agreement will be invoiced and payable in accordance with this Schedule.

1.1.2 National Grid will submit to each Customer Invoice Documents in respect of each Billing Period in accordance with this Schedule.

1.1.3 An Invoice Document may show as an Invoice Amount an amount (a “**Self-bill amount**”) payable by National Grid to a Customer in respect of which Regulation 13(3) of the Value Added Tax Regulations 1995 is to apply.

1.1.4 An Invoice Document may contain an adjustment by way of credit (“**Invoice Credit**”) in respect of an Invoice Amount in another Invoice Document.

1.1.5 An Invoice Document shall take effect as a separate invoice in respect of each Invoice Item, but without prejudice to paragraph 4.

1.1.6 No delay by National Grid in submitting an Invoice Document shall prejudice the liability (once such Invoice Document has been submitted) of National Grid or the Customer for the amounts subject thereto.

1.2 Invoice types

1.2.1 For each Billing Period separate Invoice Documents (as described in paragraph 1.2.2) will be submitted to the Customer in respect of amounts payable (if any).

1.2.2 The types (each an “**Invoice Type**”) of Invoice Documents to be submitted are (a) Metering Asset Invoices, (b) Metering Asset Ad-hoc Invoices, (c) Metering Asset Adjustment Invoices and (d) AMR Invoices in accordance with paragraph 2.

1.3 Form and content of Invoice Document

1.3.1 Each Invoice Document will specify those items as set out as mandatory in the

Rainbow MAM Manual.

- 1.3.2 An Invoice Document which contains an Invoice Credit will also identify the Invoice Document and Invoice Item to which the Invoice Credit relates and the amount of the Invoice Credit unless otherwise agreed by the Customer and National Grid.
 - 1.3.3 Each Invoice Document will be accompanied by a remittance advice ("**Invoice Remittance Advice**"), to be completed by the Customer in accordance with paragraph 3.4.
 - 1.3.4 Invoice Documents will be submitted to the Customer by Batch Transfer Communication in the form and manner described in the Rainbow MAM Manual and will be accompanied by the supporting data specified in respect of each Invoice Item.
- 1.4 Invoice timing
- 1.4.1 Subject to paragraphs 1.4.2, 1.6 and 2.6.2, Invoice Documents of different Invoice Types will be submitted on the 12th Working Day after the Billing Period ("**Invoice Submission Date**") to which they relate.
 - 1.4.2 Subject to paragraphs 1.6 and 2.6.2, National Grid will inform the Customer:
 - (a) upon not less than 3 months notice, of any change in the Invoice Submission Date;
 - (b) upon becoming aware that such delay will occur, of any delay of more than 1 Working Day (by reference to such Invoice Submission Date) in the submission of an Invoice Document in respect of a particular Billing Period (but National Grid may not by notifying such delays avoid the requirements under paragraphs (a) and 1.4.3).
 - 1.4.3 Subject to paragraph 1.6, National Grid will not change the Invoice Submission Date of Invoice Documents of a particular Invoice Type more than once in any period of 12 months.
- 1.5 Value Added Tax

All amounts expressed as payable by the Customer or National Grid pursuant to this Agreement, and whether the amount thereof is set out in this Agreement or determined by reference to the National Grid Metering Charges, or otherwise, are exclusive (unless

expressly otherwise stated) of any applicable Value Added Tax (and accordingly Value Added Tax shall be paid by the paying party where payable in respect of any such amount).

1.6 Termination and Insolvency

1.6.1 Notwithstanding paragraph 1.4, National Grid may, at any time (whether before or after termination of this Agreement) after submitting to the Customer a Termination Notice under Condition 12.3, submit to the Customer any Invoice Document in respect of any Billing Period or part of a Billing Period ending at or before the time at which National Grid submits such Invoice Document.

1.6.2 Where National Grid has submitted a Termination Notice to the Customer, all amounts payable by the Customer to National Grid or by National Grid to the Customer (whether the Invoice Document in which such amounts are shown was submitted before or after the date of the Termination Notice) shall be immediately payable notwithstanding paragraph 3.1.

1.6.3 Notwithstanding paragraph 1.4, National Grid may, at any time on or following the occurrence of any of the events set out in Condition 12.3.1(e) in relation to the Customer submit to the Customer any Invoice Document in respect of any Billing Period or part of a Billing Period ending at or before the time at which National Grid submits such Invoice Document.

1.6.4 On the occurrence of any of the events set out in Condition 12.3.1(e), all amounts payable by the Customer to National Grid (whether the Invoice Document in which such amounts are shown was submitted before or after the date of the occurrence of any of the events set out in Condition 12.3.1(e)) shall be immediately payable notwithstanding paragraph 3.1.

1.7 Invoice adjustment

1.7.1 Subject to paragraph 1.7.5, where it appears to National Grid that any Invoice Amount has been incorrectly stated in an Invoice Document, the Invoice Amount may be adjusted by a Metering Asset Adjustment Invoice or as the case may be a Metering Asset Ad-hoc Invoice submitted by National Grid in accordance with paragraph 2.3 or 2.5 (and National Grid will not be required to revise and resubmit the original Invoice Document).

1.7.2 An adjustment (by way of debit) representing an increase in an Invoice Amount shall be a new Invoice Amount in respect of which the Invoice Due Date will be the Invoice Due Date of the relevant Metering Asset Adjustment Invoice or Metering Asset Ad-hoc

Invoice.

- 1.7.3 As soon as reasonably practicable after any Invoice Query is resolved, and in any event by the end of the second month following the month in which the Invoice Query was resolved, National Grid will submit to the Customer an appropriate Metering Asset Adjustment Invoice or Metering Asset Ad-hoc Invoice in respect of the amount (if any) agreed or determined to be payable or repayable by National Grid or the Customer.
- 1.7.4 As soon as reasonably practicable after any Invoice Query is resolved, and in any event by the no later than the last Day in the third month following the month in which the Invoice Query was resolved, National Grid will prepare and submit to the relevant Customer an appropriate Metering Asset Ad-hoc Invoice in respect of the amount (if any) of interest payable by National Grid or the Customer in respect of such Invoice Query.
- 1.7.5 In the absence of fraud, after the expiry of 24 months (or any other period agreed between National Grid and the Customer) after the Invoice Due Date (in accordance with paragraph 3.1) in respect of any Invoice Document:
- (a) no adjustment may be made to an Invoice Amount under that Invoice Document, other than:
 - (i) an adjustment of which National Grid had given notice to the Customer, or
 - (ii) an adjustment pursuant to an Invoice Query raised by a Customer (in accordance with paragraph 4) before the expiry of such period;
 - (b) no Invoice Query may be raised in respect of the Invoice Document; and
 - (c) the Invoice Document shall (subject to any adjustments already made and any permitted under paragraph (a)) be deemed to be final and conclusive as to the amounts shown as payable thereunder.
- 1.7.6 The provisions of this Schedule Three whereby an Invoice Amount may be adjusted or an Invoice Query raised are without prejudice to the provisions of this Agreement.
- 1.7.7 Where National Grid identifies that the basis upon which an Invoice Amount has been calculated is in error (where such error was identified by reference to an Invoice Amount in an Invoice Document of the Customer only and not in respect of any other

National Grid Customer) and such error has resulted in:

- (a) an overpayment by the Customer to National Grid then National Grid shall make the appropriate adjustment to repay to the Customer any such amount due; or
- (b) an underpayment to National Grid from the Customer then National Grid shall make the appropriate adjustment to recharge the Customer any amount owed;
- (c) and such adjustment shall be made retrospectively in accordance with this paragraph 1.7 in respect of all such Invoice Amounts so affected provided that no adjustment will precede the Effective Date.

2 INVOICE TYPES AND SUPPLEMENTARY DATA

2.1 General

2.1.1 Metering Asset Invoice, Metering Asset Ad-hoc Invoice, Metering Asset Adjustment Invoice, are Invoice Documents of the Invoice Types described in the Rainbow MAM Manual. AMR Invoice is an Invoice Document specific to the services detailed in Schedule Ten of this Agreement.

2.1.2 Subject to paragraphs 2.1.3 and 2.1.4 the Invoice Items to be comprised in each of the Invoice Types referred to in paragraph 2.1.1 are set out in the Rainbow MAM Manual.

2.1.3 Upon not less than 3 months notice the Customer, National Grid may include in any Invoice Document of an Invoice Type referred to in paragraph 2.1.1 Invoice Items which previously were or would have been contained in an Metering Asset Ad-hoc Invoice (but for the avoidance of doubt only in respect of Invoice Items in respect of charges payable pursuant to this Agreement).

2.1.4 Any amount which would otherwise be an Invoice Item within an Invoice Type, may be contained in a Metering Asset Ad-hoc Invoice.

2.2 Metering Asset Invoice

A Metering Asset Invoice is an Invoice Document in respect of the provision, maintenance and installation of Off-Network National Grid Metering Equipment for a given Billing Period;

2.3 Metering Asset Adjustment Invoice

2.3.1 A Metering Asset Adjustment Invoice is an Invoice Document containing Invoice Credits or Invoice Amounts (if not contained in a Metering Asset Ad-hoc Invoice) representing adjustments (by way of credit or debit) to Invoice Amounts contained in one or more Metering Asset Invoices.

2.3.2 The amount of interest (if any) payable in respect of any amount payable or repayable will be shown in a Metering Asset Ad-hoc Invoice and not in the relevant Metering Asset Adjustment Invoice.

2.4 Interest Invoice

Invoice Amounts representing interest payable pursuant to paragraph 3.5 by a Customer or National Grid in respect of an Invoice Amount under any Invoice Document (including an earlier such Invoice) will be contained in the Metering Asset Ad-hoc Invoice.

2.5 Metering Asset Ad-hoc Invoice

2.5.1 A Metering Asset Ad-hoc Invoice is an Invoice Document in respect of an amount not included in another Invoice Type.

2.5.2 National Grid may submit a Metering Asset Ad-hoc Invoice to the Customer at any time in respect of any amount (not included in another Invoice Type) which, at any time prior to the submission of such Invoice Document, becomes payable or repayable by the Customer or National Grid to the other pursuant to any provision of this Agreement.

2.5.3 A Metering Asset Ad-hoc Invoice may also contain adjustments (by way of credit or debit) in respect of any Invoice Amount.

2.5.4 National Grid will submit (as a Metering Asset Ad-hoc Invoice) an Invoice Document in respect of amounts becoming payable by National Grid to the Customer pursuant to this Agreement as soon as reasonably practicable after the month in which the liability to pay such amounts accrues.

2.5.5 The liability of National Grid pursuant to any provision referred to herein to make any payment to the Customer is without prejudice to the Customer's liability for any charge payable to National Grid, and National Grid shall not be entitled to discharge its liability by releasing the Customer from any such liability of the Customer; and National Grid shall secure that (where relevant) the Invoice Amounts in relevant Metering Asset Ad-

hoc Invoices are stated accordingly.

2.6 AMR Invoice

An AMR Invoice is an Invoice Document in respect of the AMR Works and Data Services set out in Schedule Ten.

2.7 Miscellaneous

2.7.1 A Metering Asset Adjustment Invoice or Metering Asset Ad-hoc Invoice may contain Invoice Amounts (or Invoice Credits in respect of Invoice Amounts) accruing (before such invoice is submitted):

(a) in the calendar month in which the Invoice Document is submitted, and/or

(b) in more than one calendar month.

2.7.2 The Metering Asset Ad-hoc Invoice will normally be issued on the 12th Working Day in each calendar month but more than one such Invoice Document may however be submitted to a Customer on different Working Days in the same calendar month.

2.7.3 A reference to a Billing Period in the context of an Metering Asset Adjustment Invoice or Metering Asset Ad-hoc Invoice is to the period from the date of accrual of the first to that of the last accruing Invoice Amount contained in such Invoice Document.

2.8 Supplementary Data Files

National Grid will issue a file containing supporting data ("**Supplementary Data File**") more particularly described in the Rainbow MAM Manual in respect of each Metering Asset Invoice by no later than the dates for such issue as set out in the Rainbow MAM Manual. The purpose of such files is to provide customers with MPRN-level information to enable Invoice validation and query submission. For the avoidance of doubt, for the purposes of paragraph 3.1, a Metering Asset Invoice shall not be valid in the absence of such Supplementary Data File.

3 INVOICE PAYMENT

3.1 Invoice Due Date

3.1.1 Subject to paragraphs 1.6.2, 1.6.4 and 4.2.2, the Invoice Amounts under each Invoice

Document shall be paid (by the Customer to National Grid or by National Grid to the Customer, as the case may be) on or before the Invoice Due Date.

3.1.2 The “**Invoice Due Date**” in respect of an Invoice Document is the Day ending at 24:00 hours on:

(a) subject to paragraphs (b) and 3.1.4, the 12th Day after the Day on which the Invoice Document was deemed to be received.

(b) where the Day determined under paragraph (a) (the “**Target Due Date**”) is not a Working Day:

(i) subject to paragraph (ii), the Working Day (whether before or after the Target Due Date) which is nearest to the Target Due Date, or

(ii) if the nearest Working Days before and after the Target Due Date are equally near, the nearest Working Day after the Target Due Date.

3.1.3 An Invoice Document will be deemed to have been received when National Grid has received an Enhanced IX confirmation from the Customer in accordance with the Rainbow System User Agreement.

3.1.4 For the purposes of paragraph 3.1.2, a Metering Asset Invoice shall not be deemed to be received unless and until a Supplementary Data file is issued pursuant to paragraph 2.7.

3.2 Payment details

3.2.1 Payment of any amount payable under this Agreement shall be made in pounds sterling (or in any currency which is legal tender in the United Kingdom at the time of payment) in same Day funds to the account of the payee at a bank in the United Kingdom notified to the paying party in accordance with paragraph 3.2.2.

3.2.2 Using Conventional Notice, National Grid will notify the Customer, and the Customer shall notify National Grid, of the account name and number, and the name, address and sort code of the account bank, to which payments to National Grid by the Customer or (as the case may be) to the Customer by National Grid are to be made, within 5 Working Days after the Customer Accession Date, and of any change in such details not less than 30 Days before such change occurs.

3.2.3 The payer shall instruct the bank remitting payment of any amount payable under this Agreement to quote the number of the relevant Invoice Document to the payee's bank when remitting such payment.

3.3 Deductions, withholdings, taxes etc

3.3.1 Without prejudice to paragraph 4.2.2, amounts payable under this Agreement shall be paid:

- (a) free and clear of any restriction, reservation or condition, and
- (b) except to the extent (if any) required by law:
 - (i) without deduction or withholding in respect of tax, or
 - (ii) without deduction or withholding on account of any amount due or to become due to the paying party, whether by way of counterclaim or otherwise, except where one Party (" the Paying Party") has incurred any liability to pay any amount due to the other Party, then such other Party may set off the amount of such liability against any sum that would otherwise be due to the paying party under this Agreement.

3.3.2 If, in respect of a payment to be made to National Grid by a Customer, any deduction or withholding is required to be made by the law of any country other than a country of the United Kingdom, the Customer shall:

- (a) ensure that the amount of such withholding or deduction does not exceed the minimum so required;
- (b) forthwith pay National Grid such additional amounts as will ensure that the net amount received by National Grid will be equal to that which would have been received had no deduction or withholding been made; and
- (c) pay the amount withheld or deducted to the relevant authority in accordance with the relevant requirement of law, and provide to the payee a receipt issued by such authority or (if such a receipt is not available) a certificate in respect of such payment. To the extent that National Grid recovers from the relevant authority any withheld or deducted amount then as soon as reasonably practicable following receipt of the same it shall remit any such recovery to the Customer.

3.4 Remittance advice

- 3.4.1 Where payment of any amount is made pursuant to an Invoice Document, the Customer shall complete and submit electronically to National Grid the Invoice Remittance Advice not later than the Day on which payment is to be made (but no inability of the Customer to do so shall affect its obligation to make payment).
- 3.4.2 The completed Invoice Remittance Advice shall specify:
- (a) the date when payment is to be made;
 - (b) the amounts (payable to National Grid), by reference to each Geographic Zone specified in the Invoice Document, in respect of which the payment is to be made, and the total amount to be paid; and
 - (c) any amount or amounts (payable to National Grid), by reference to each Geographic Zone in respect of which payment is not being made pursuant to paragraph 4.2.2.
- 3.4.3 Where National Grid makes payment of any amount pursuant to an Invoice Document, National Grid will not later than the date on which payment is made notify the Customer of details equivalent to those to be specified in an Invoice Remittance Advice pursuant to paragraph 3.4.2 (but no inability of National Grid to do so shall affect its obligation to make payment).
- 3.4.4 Where National Grid or the Customer makes payment under more than one Invoice Document on the same Day, it shall secure that a separate remittance is made in respect of each Invoice Document.
- 3.4.5 Where the Invoice Document number is not quoted with any remittance made by or on behalf of a Customer (in accordance with paragraph 3.4.4), and/or no Invoice Remittance Advice corresponding to the remittance is submitted National Grid will endeavour to obtain the Customer's instructions (by telephone or facsimile) as to the application thereof; but if it has not (by the Working Day following the Day of the remittance) obtained such instructions, National Grid will at its discretion either (i) apply the amount remitted to or towards Invoice Amount(s) in order of Invoice Due Date (the earliest first) and proportionately as between Invoice Amounts with the same Invoice Due Date, but applying such amount last to any Invoice Amounts which are subject to an Invoice Query; or (ii) allocate such amount into a suspense account where it will be held until receipt by National Grid of the Invoice Remittance Amount corresponding to the remittance.

3.5 Late payment

3.5.1 Without prejudice to Condition 12, where any amount payable under an Invoice is not paid on or before the Invoice Due Date, the paying party shall pay interest, after as well as before judgment, at the Applicable Interest Rate, on the unpaid amount from the Invoice Due Date until the Day on which payment is made.

3.5.2 For the avoidance of doubt paragraph 3.5.1 shall not be construed as permitting late payment of any Invoice Amount.

3.5.3 Where in relation to any amount (or amounts in aggregate) of not less than £10,000 which has become due for payment by the Customer under this Agreement (excluding for the avoidance of doubt amounts the subject of an Invoice Query which by virtue of, paragraph 4.2. have not become due for payment) the Customer has not paid the amount in full by the due date for payment, National Grid reserves the right to:

- (a) refuse to undertake any further Meter work; and/or
- (b) suspend any Meter work in progress.

3.6 Interest

3.6.1 Where pursuant to any provision of this Schedule Three interest is payable by National Grid or a Customer, such interest shall accrue on a daily basis and on the basis of a 365 Day year.

3.6.2 Interest payable under this Schedule Three will be compounded and invoiced in a Metering Asset Ad-hoc Invoice, late payment of which will itself be subject to interest under this paragraph 3.6.

3.6.3 The “**Applicable Interest Rate**” shall be the base rate for the time being of Barclays Bank plc plus 3 percentage points per annum.

3.7 Statement of account

3.7.1 National Grid will provide to the Customer not less than each month a statement of account sent by electronic means showing, by reference to individual Invoice Documents (but not individual Invoice Items) and in aggregate:

- (a) the amounts shown under paragraph (d) in the preceding statement of account (if any) as payable by the Customer or National Grid;
- (b) the amounts shown as payable by the Customer or National Grid under Invoice Documents submitted to the Customer since the date of the preceding statement of account (if any), including any amount for which the Invoice Due Date is after the date of the statement of account for the current month;
- (c) the amounts paid by the Customer or National Grid since the date of the preceding statement of account (if any) that remain unallocated as at the date that the statement is produced (if any); and
- (d) the sum of the amounts shown under paragraphs (a) and (b) less the amounts shown under paragraph (c).

3.7.2 Each statement provided under paragraph 3.7.1 shall state that it is not a tax invoice for Value Added Tax purposes.

3.7.3 No payment obligation of the Customer or National Grid shall be affected by any delay or failure by National Grid in producing a statement of account.

3.8 Late Payment of Commercial Debts (Interest) Act 1998

The parties agree that the provisions of paragraph 3.6 constitute a substantial remedy for late payment of any sum due under this Agreement. The Parties further agree that the provisions of the Late Payment of Commercial Debts (Interest) Act 1998, and any orders or regulations made pursuant thereto, as to rates of interest or credit periods shall not apply to this Agreement.

4 INVOICE QUERIES

4.1 Invoice Queries

4.1.1 For the purposes of this Schedule Three an “**Invoice Query**” is any question or dispute as to the proper calculation of any amount shown as payable by a Customer or National Grid under an Invoice Document or as to whether any such amount is or was properly payable and references to the amount of an Invoice Query are to the amount by which the Customer submitting the Invoice Query considers the Invoice Amount to be incorrect.

4.1.2 The Customer may notify an Invoice Query, in accordance with the Rainbow MAM Manual providing the agreed set of mandatory information for the particular query code.

4.1.3 National Grid and the Customer will endeavour to resolve Invoice Queries by agreement.

4.1.4 Any reference in this Schedule Three:

(a) to the resolution of an Invoice Query is a reference to the resolution thereof by agreement (at any time) between National Grid and the Customer or by determination thereof (in accordance with paragraph (b));

(b) to the determination of an Invoice Query is a reference to:

(i) the resolution of any dispute in respect thereof under the provisions of Condition 18,

(ii) except as provided in (i), the outcome of any proceedings commenced by National Grid or the Customer in respect thereof.

4.1.5 In paragraph 4.1.8 appropriate resources' shall mean the application by National Grid in respect of an Invoice Query, of available resources that are commensurate with and appropriate to the value of the Invoice Query.

4.1.6 In relation to an Invoice Query for which there exists an operational agreement with the Customer to undertake sample checking with a view to agreeing resolution of the total value of the Invoice Query:

(a) where it has not been possible to resolve the Invoice Query by applying appropriate resources; or

(b) National Grid is of the opinion that the Invoice Query will not be resolved by applying appropriate resources;

then National Grid shall, where agreed with the Customer, calculate, in accordance with the operational agreement an estimated value for the Invoice Amount which is the subject of the Invoice Query.

4.1.7 Without prejudice to paragraph 4.1.4 where National Grid calculates an estimated

value for the amount of an Invoice Query in accordance with paragraph 4.1.6, the Invoice Query shall be held to have been resolved on the basis of such estimated value, which estimated value shall be deemed to be final and conclusive as to the proper calculation of the amount payable.

4.2 Invoice Queries before payment

4.2.1 Where the Customer wishes to raise any Invoice Query in respect of an amount shown as payable by the Customer under an Invoice Document, the Customer may, not later than the Day before the Invoice Due Date, notify (in accordance with paragraph 4.1.2) such Invoice Query to National Grid, specifying those items set out as mandatory in the Rainbow MAM Manual.

4.2.2 Where a Customer raises an Invoice Query:

(a) in accordance with the requirements of paragraph 4.2.1 (but not otherwise), the amount of the Invoice Amount which is subject to the Invoice Query in accordance with the mandatory explanation item listed in the Rainbow MAM Manual shall not be payable on the Invoice Due Date, but without prejudice to paragraph 4.2.4;

(b) containing less than the required mandatory information in accordance with paragraph 4.2.1:

(i) the Customer shall, no later than 10 Working Days after the original submission, provide to National Grid the details which were omitted;

(ii) to the extent that the Customer does not comply with paragraph (i), the suspension of the Customer's obligation to pay shall cease to apply.

4.2.3 Except as provided in paragraph 4.2.2, but without prejudice to paragraph 4.3.1, the whole amount shown as payable by the Customer in any Invoice Document shall be payable on the Invoice Due Date.

4.2.4 Where pursuant to paragraph 4.2.2 any amount is not paid on the Invoice Due Date by a Customer, the amount (if any) which is agreed or determined (following resolution of the Invoice Query) to be payable by the Customer shall be payable upon such resolution, and interest from the Invoice Due Date shall be payable in accordance with paragraph 3.5 on such amount.

4.2.5 Where, by reason of a delay in the preparation or submission of any Invoice Documents National Grid submits to the Customer, in the same month, Invoice Documents of the same Invoice Type (other than the Invoice Types referred to in paragraph 2.6.1) in respect of several Billing Periods to a Customer, paragraph 4.2.6 shall apply.

4.2.6 In relation to any such Invoice Document as is referred to in paragraph 4.2.5:

- (a) the level of detail by reference to which (for the purposes of paragraph 4.2.1) any Invoice Query is required to be given shall be such as is reasonable having regard to the extent of the supporting data and the time (from submission of the Invoice Document until the Invoice Due Date) available for the Customer to review such Invoice Documents and the supporting data;
- (b) where the Customer raised an Invoice Query containing less detail than would have been required but for paragraph (a):
 - (i) the Customer shall as soon as is reasonable provide to National Grid the details which were omitted; and
 - (ii) to the extent that the Customer does not comply with paragraph (i), the suspension (pursuant to paragraph 4.2.2) of the Customer's obligation to pay shall cease to apply.

4.3 Other Invoice Queries

4.3.1 Subject to paragraph 1.7.5, nothing in this paragraph 4 shall prevent Customer from raising any Invoice Query other than pursuant to paragraph 4.2.1, including in respect of any amount after payment has been made in respect of such amount, or from paying any such amount at the same time as notifying an Invoice Query in respect thereof; provided that (without prejudice to the resolution of the Invoice Query) no constructive trust or other implied term as to the receipt or application by the payee of the amount paid shall arise.

4.3.2 Where, upon the resolution of an Invoice Query or otherwise, it is agreed or determined that any amount or part of any amount paid should not have been paid, the payee shall repay such overpaid amount with interest at the Applicable Interest Rate from the date on which payment was made to it or if later the Invoice Due Date until the date of such repayment.

4.3.3 Notwithstanding paragraph 4.2.2, the Customer shall pay the Invoice Amount in full on

the Invoice Due Date, notwithstanding any Invoice Query, and paragraphs 4.3.1 and 4.3.2 will apply in respect of any such Invoice Query.

SCHEDULE FOUR
MAINTENANCE OF OFF-NETWORK NATIONAL GRID METERING EQUIPMENT

1.0 GENERAL

1.1 SCOPE

National Grid will provide Planned Maintenance and Unplanned Maintenance in respect of Off-Network National Grid Metering Equipment provided and owned by National Grid as detailed in the following sections and associated tables of this Schedule Four. Any request by a Consumer in accordance with this Schedule Four will be deemed to be a request made by the Customer.

1.2 PLANNED MAINTENANCE

1.2.1 National Grid will normally instigate Planned Maintenance, however it is recognised that Planned Maintenance may be required in response to a request from the Customer or from a Consumer where the work required results from a request for maintenance which does not require immediate attention (such as battery flag reported).

1.2.2 Where National Grid instigates Planned Maintenance and this will affect the offtake of gas through the Off-Network National Grid Metering Equipment, National Grid will notify the Customer, and where appropriate the Consumer, in advance of the Planned Maintenance taking place in accordance with the tables listed in this Schedule Four.

1.2.3 Where National Grid has a requirement to inspect Off-Network National Grid Metering Equipment or to undertake Planned Maintenance where this inspection or Planned Maintenance is not intended to interfere with the offtake of gas through the Off-Network National Grid Metering Equipment, no prior notification will be issued to the Customer. Such inspections will be arranged in consultation with the Consumer.

1.2.4 So as to minimise disruption to the Consumer, where reasonable to do so, National Grid will:

- (a) organise such Planned Maintenance to be undertaken consecutively during the same maintenance period where there is more than one item of Off-Network National Grid Metering Equipment requiring maintenance at the same Site; and

- (b) use reasonable endeavours to liaise with the Consumer so as to organise such Planned Maintenance at the same time as the maintenance activities of the Consumer which affect the offtake of gas through the Off-Network National Grid Metering Equipment.

1.2.5 Where National Grid is unable to gain access to any Site to perform Planned Maintenance, the National Grid representative will leave a card at such Site with a proposed re-plan date and include a contact phone number to be used if the Consumer wishes the work to be carried out on a different date to that stated on the card. In the absence of such communication, National Grid will attend at the date and time stated on the card.

1.2.6 Where National Grid has made two visits to such Site and on each occasion National Grid has failed to gain access to the Off-Network National Grid Metering Equipment to carry out maintenance, the Customer will facilitate entry for National Grid to gain access to such Off-Network National Grid Metering Equipment, following a request by National Grid for such purpose, provided that National Grid states that such maintenance is Planned Maintenance and will be on a Maintenance Day.

1.2A With respect to any Meter Point which is or is to be comprised in a Sub-deduct Arrangement, this paragraph 1.2 shall be read and construed subject to the provisions of Schedule Nine.

1.3 MAINTENANCE DAYS

National Grid needs to periodically carry out Planned Maintenance on its Off-Network National Grid Metering Equipment in accordance with its policy (based upon manufacturers instructions) for the maintenance of the same. National Grid will perform such Planned Maintenance activities at a frequency not exceeding the periods detailed in the table T1.3A.

National Grid will not exceed the agreed number of Maintenance Days for particular Off-Network National Grid Metering Equipment without the written consent of the Customer. The number of such Maintenance Days are set out in Table 1.3A.

T1.3A	
Meter Model Capacity Range	Maximum Number of Maintenance Days
Diaphragm and Ultrasonic Meters with a capacity not exceeding 160SCMH	No more than 5 Maintenance Days in any Year or more than 10 Maintenance Days in 5 years
Rotary and Turbine Meters with an Off-Network National Grid Metering Equipment inlet pressure not exceeding 7bar	No more than 5 Maintenance Days in any Year or more than 10 Maintenance Days in 5 years

Rotary and Turbine Meters with an Off-Network National Grid Metering Equipment inlet pressure exceeding 7bar	No more than 8 Maintenance Days in any year and no more than 20 Maintenance Days in 3 years
Orifice Plate Meters with an Off-Network National Grid Metering Equipment inlet pressure exceeding 7bar	No more than 12 Maintenance Days in any year and no more than 24 Maintenance Days in 3 years

1.4. UNPLANNED MAINTENANCE

- 1.4.1 National Grid will attend and where reasonable to do so rectify (by repair or replacement as appropriate) reported failure or malfunction any item of the Off-Network National Grid Metering Equipment.
- 1.4.2 Where in respect of Unplanned Maintenance National Grid is unable to gain access to the Site to perform such maintenance, the National Grid representative will leave a card endorsed by National Grid requesting the Consumer to contact the relevant telephone number printed on the card to rearrange the visit. The existing work request will be cancelled accordingly and the Customer shall be advised of such cancellation within the next Working Day following the Day of the visit.
- 1.4.3 Following contact by the Customer or Consumer in response to the left card, a new appointment will be offered by National Grid at time of the request by the Customer or Consumer, using the same relevant standard to attend Site following the request.
- 1.4.4 Where National Grid has made two visits to such Site and on each occasion National Grid has failed to gain access to the Off-Network National Grid Metering Equipment to carry out maintenance, the Customer will facilitate entry for National Grid to gain access to such Off-Network National Grid Metering Equipment, following a request by National Grid for such purpose provided that National Grid states that the reason for such maintenance is necessary to ensure safe and accurate operation of the Off-Network National Grid Metering Equipment.
- 1.4.5 National Grid shall in any calendar month endeavour to achieve the Relevant Percentage respectively shown against the applicable maintenance category in Annex A of paragraph 1.4 of Schedule Four below but shall have no liability to the Customer where it fails to do so.

ANNEX A

Relevant Percentages

Service measure for meters with a badged capacity not less than 11 SCMH

	Relevant Percentage
Meter is at Fault - Gas OFF - T+4 hours to attend site	98%
Meter is at Fault - Gas ON - Resolved within 20 days	92%
Convertor is at Fault - Gas ON - Resolved within 20 days	95%

1.5 WORKING TIMES FOR MAINTENANCE ACTIVITIES

1.5.1 Maintenance services will be carried out during the following times:

- (a) Planned and Unplanned Maintenance for Off-Network National Grid Metering Equipment at Domestic Premises will be carried out during Working Hours;
- (b) Planned and Unplanned Maintenance for Off-Network National Grid Metering Equipment at Non Domestic Premises will be carried out during Hours of Work, unless alternative working arrangements are agreed in advance by both parties where reasonably practicable. Any request to carry out such maintenance which is received after 5 p.m. on a Working Day will be deemed to have been received at 8 a.m. on the next Working Day;
- (c) Where the fault or failure of High Pressure Off-Network National Grid Metering Equipment affects the measuring accuracy of the Meter the Site will be visited within the relevant standard detailed within T4.4A and T7.2A.

1.5.2 National Grid will use reasonable endeavours to complete maintenance services in one visit.

1.6 MAINTENANCE SERVICES – INCLUSIONS

Maintenance services include the following:

1.6.1 All notifications will comply with the Gas Meters (Information on Connection and Disconnection) Regulations 1996 and any succeeding or additional relevant Regulations or Statutory instrument where required by the Gas Act (as amended). The format for these notifications will be specified in the Rainbow MAM Manual;

1.6.2 The execution of all works will be in accordance with Ofgem Codes of Practice

COP/1a, COP/1b and COP/1c and any future or succeeding Codes of Practice and Standards and carried out by an Ofgem Approved Meter Installer who is, where appropriate, Gas Safe registered;

- 1.6.3 All labour and materials necessary to complete maintenance services on the Off-Network National Grid Metering Equipment;
- 1.6.4 Where operationally practicable to do so, so as to enable the flow of gas to continue uninterrupted whilst maintenance works continues, where the existing Ancillary Equipment contains a Meter By-pass, second stream, or in situ valves to enable the installation of a temporary Meter By-pass, National Grid will use such Meter By-pass, second stream, or in situ valves to enable the installation of a temporary Meter By-pass. Alternatively in the absence of the above, where operationally practicable to do so National Grid will use Temporary Alternative Arrangements;
- 1.6.5 Immediate notification to the relevant IDN Company (Gas Transporter) or IGT in accordance with relevant Regulations and Codes of Practice where a call is received by National Grid from a Consumer and the call is identified as being a suspected gas emergency;
- 1.6.6 The reconnection, testing and Purging of the outlet pipework and where required relighting appliances following the maintenance of, replacement or exchange of any Off-Network National Grid Metering Equipment under the terms of this Agreement;
- 1.6.7 The maintenance of the Meter Housing where the Meter Housing is owned by National Grid.

1.7 MAINTENANCE SERVICES – EXCLUSIONS

- 1.7.1 For the avoidance of doubt, the following are excluded from maintenance services:
 - (a) The exchange of any Meter to a different model or type due to changes in Site conditions or use e.g. meter exchanges for cosmetic reasons or Site consumption changes;
 - (b) Except as specifically included in paragraph 1.6.7, the maintenance of the Meter Housing for Off-Network National Grid Metering Equipment;
 - (c) Commissioning of any appliances, fittings or pipe work installed by the Consumer prior to or at the time National Grid carries out maintenance

services.

1.8 SERVICES –NOT INCLUDED IN THE ANNUAL MAINTENANCE CHARGES

1.8.1 Where a service is one in respect of which an annual maintenance charge does not apply then a Transactional Charge will apply as contained in the National Grid Metering Charges.

1.8.2 Where National Grid attends the Site to carry out maintenance of an item of Off-Network National Grid Metering Equipment and discovers that the fault with the Off-Network National Grid Metering Equipment is as a result of:

- (a) Damage by the Customer or a third party or external corrosion caused by failure to protect the Off-Network National Grid Metering Equipment (excluding Off-Network National Grid Metering Equipment designed to be exposed to the elements) unless the damage was caused by the elements and National Grid is responsible for maintaining the Meter Housing under paragraph 1.6.7;
- (b) Prevention of access to the Site at which National Grid must attend in order to maintain the Off-Network National Grid Metering Equipment;
- (c) Over pressurisation or pulsing pressurisation caused by plant or equipment downstream of the Off-Network National Grid Metering Equipment where this has not been notified to and agreed by National Grid prior to the installation and use of the plant or equipment;

National Grid will perform the work listed in the Table T1.8A and subject to Condition 9, the relevant Transactional Charge will apply:

T1.8A	
Event	Transactional Work Carried Out by National Grid
Damage of Off-Network National Grid Metering Equipment	Repair/Replace Off-Network National Grid Metering Equipment
Theft of Off-Network National Grid Metering Equipment	Replace Off-Network National Grid Metering Equipment

1.8.3 PREPAYMENT METERS - MAINTENANCE CALLS

The relevant Transactional Charge will apply for the work carried out by National Grid

as listed in the table T1.8B or for the attendance at site referred to in table T1.8C where National Grid attends a Prepayment Meter in response to a call requesting maintenance of a Meter that is found to be operating in the manner for which it was designed, or where the fault is as a result of:

- (a) No credit on the Meter;
- (b) Faulty Gas Card (Consumer);
- (c) Gas Card (Consumer) not delivered;
- (d) Lost Gas Card (Consumer);
- (e) Damaged Gas Card (Consumer);
- (f) Incorrectly programmed Gas Card (Consumer);
- (g) Consumer misuse of Meter as indicated by the following:
 - (i) Tilt or magnet detected tamper (subject to paragraph 1.8.4);
 - (ii) Excessive flow tamper;
 - (iii) Battery compartment tamper;
 - (iv) Token invalid tamper;
 - (v) Card slot damage fault;
 - (vi) Repeated insertion – no credit tamper;
 - (vii) Too many Gas Cards (Consumer) used tamper;
 - (viii) Authorisation invalid tamper;
 - (ix) Meter code forged tamper;
 - (x) Regional data corrupt tamper;
 - (xi) Customer data corrupt tamper.

T1.8B	
Prepayment Meters – Reported Reason for Visit	Work Carried Out
Prepayment Meter - loss of Gas Supply	Gas Card (Consumer) Fault /Wind-on (Mechanical & Electronic) Clear Faults and/or Tamperers

T1.8C	
Additional Chargeable Reason	Site Report
Prepayment Meter reported as faulty but found to be operating in the manner for which it was designed	No fault with the Prepayment Meter and none of the charges in Tables T1.8A or T 1.8B apply

1.8.4 PREPAYMENT METERS - ACTIVATION OF TILT TAMPER

Where the tilt tamper mechanism has been activated by the Consumer and it has been established by National Grid that the cause of the tilt tamper call out is that the Prepayment Meter is not secured with a bracket or screws through the base of the Meter then, provided National Grid installed the Meter, a Transactional Charge will not

be applied. In such event National Grid will fit a bracket at no charge to the Customer within 5 Days of such call out visit.

1.9 ACCESS TO SITE

1.9.1 The Customer will be responsible for facilitating access to the Site so that National Grid can carry out the maintenance activities on its Off-Network National Grid Metering Equipment when required.

1.9.2 Domestic Premises:

(a) National Grid representatives will not enter Domestic Premises in the absence of the Domestic Consumer unless:

(i) where the Domestic Premises are furnished, National Grid is accompanied by a representative of the Customer or Domestic Consumer;

(ii) where the Domestic Premises are unfurnished and vacant, keys have been provided by the Customer, Domestic Consumer or representative of the Customer or Domestic Consumer.

(b) National Grid will collect keys to gain access to Domestic Premises in the case of paragraph 1.9.2(a)(ii), only where the address from which to collect the key is ordinarily no more than 2 miles or 10 minutes travel time (which ever is the greater) from the Domestic Premises where the work is to be carried out.

1.9.3 Non Domestic Premises:

(a) National Grid will comply with any reasonable Site rules and requirements of the Consumer with regard to health, safety and environment for specific Sites, where the Customer or Consumer notifies these requirements to National Grid;

(b) National Grid will collect keys to gain access to Non Domestic Premises where this activity complies with the Consumer's or National Grid's health, safety and environment requirements and the address from which to collect the key is no more than 2 miles or 10 minutes travel time (which ever is the greater) from the Non Domestic Premises where the work is to be carried out.

1.10 MAINTENANCE CHARGES ASSOCIATED WITH PEMS AGREEMENT – (METERS WITH CAPACITY OF LESS THAN 11SCMH ONLY)

1.10.1 Problems identified as Off-Network National Grid Metering Equipment problems should normally be directed to National Grid, however where a PEMS Fitted Meter has been fitted by the relevant IDN Company (Gas Transporter); and/or where Meter work has been carried out by the relevant IDN Company (Gas Transporter) under the term of the PEMS Agreement and:

- (a) the failure/malfunction of the Off-Network National Grid Metering Equipment was the reason for such Meter work, and the exclusions in 1.10.2 do not apply; or
- (b) the cause of the Meter work performed in accordance with the PEMS Agreement results from the activation by the Consumer of the tilt tamper mechanism and it has been established by the relevant IDN Company (Gas Transporter) that the cause of the tilt tamper is due to the Prepayment Meter which was originally installed by National Grid not being secured with an appropriate bracket or screws through the base of the Meter (in such event National Grid will visit the Prepayment Meter for the purposes of fitting a bracket at no cost to the Customer); and
- (c) the Customer provides National Grid with the mandatory information set out in the Rainbow MAM Manual, then:
 - (i) National Grid will reimburse the Customer the charge for such Meter work paid by the Customer to the relevant IDN Company (Gas Transporter); and
 - (ii) where the Customer has purchased from the relevant IDN Company (Gas Transporter) the PEMS Fitted Meter, and where requested by the Customer, National Grid will purchase the same from the Customer by reimbursing the Customer the purchase price paid by the Customer to the relevant IDN Company (Gas Transporter).

1.10.2 Exclusions associated with the PEMS Agreement:

National Grid shall not be liable to reimburse the Customer for any charges levied on the Customer by the relevant IDN Company (Gas Transporter) pursuant to the PEMS

Agreement or purchase the PEMS Fitted Meter where the reason for the Meter work or replacement by the relevant IDN Company (Gas Transporter) was due to any of the following:

- (a) damage by a party other than National Grid its agents or contractors, or theft, except where a Crime Number is reported;
- (b) external corrosion caused by failure to protect the Off-Network National Grid Metering Equipment;
- (c) no credit on the Meter;
- (d) faulty Gas Card (Consumer);
- (e) Gas Card (Consumer) not delivered;
- (f) lost Gas Card (Consumer);
- (g) damaged Gas Card (Consumer);
- (h) incorrectly programmed Gas Card (Consumer);
- (i) Consumer misuse of Meter as indicated by the following:
 - tilt or magnet detected tamper (subject to paragraph 1.8.4);
 - excessive flow tamper;
 - battery compartment tamper;
 - token invalid tamper;
 - card slot damage fault;
 - repeated insertion no credit tamper;
 - too many new Gas Cards (Consumer) used tamper;
 - authorisation invalid tamper;
 - Meter code forged tamper;
 - regional data corrupt tamper;
 - customer data corrupt tamper.

1.10.3 Where any of the circumstances contained in paragraph 1.10.2 apply and the Customer requests National Grid to adopt ownership of such replacement Off-Network National Grid Metering Equipment then National Grid will adopt such Off-Network National Grid Metering Equipment. In such event the replacement Off-Network National Grid Metering Equipment which has been adopted by National Grid will be treated as Off-Network National Grid Metering Equipment which has been exchanged by National Grid and accordingly the relevant Rental Charge in respect of the same will be payable by the Customer from the date upon which the replacement Off-Network National Grid Metering Equipment was installed by the relevant IDN Company (Gas Transporter).

1.10.4 Process

- (a) Where a Customer requires National Grid to purchase or adopt a PEMS

Fitted Meter, the Customer shall provide a work notification file to National Grid.

- (b) The work notification file shall include the relevant market domain data code specifying the reason that the work was carried out under the PEMS Agreement.
- (c) An electronic version of such notification file will be passed from National Grid to the Customer.
- (d) If the Customer does not require National Grid to adopt or purchase a PEMS Fitted Meter then, in respect of the Ancillary Equipment attached to such PEMS Fitted Meter, Condition 23.3 will apply.
- (e) The Customer shall analyse the codes included in all the work notification files received from the relevant IDN Company (Gas Transporter), and submit a monthly invoice to National Grid in respect of any request for reimbursement. The invoice shall be accompanied by supporting data which includes details of the address, the MPRN, the date when the work was carried out under the PEMS Agreement, and the relevant code and charge relating to such work and where reasonably requested by National Grid shall provide such other information in sufficient detail to enable National Grid to verify the invoice amount and to validate the request for reimbursement.
- (f) The Customer shall provide National Grid with a copy of the relevant IDN Company (Gas Transporter) PEMS invoice so that the charges included on the Customer invoice may be verified.
- (g) Where the date upon which National Grid receives the work notification file in accordance with paragraph (a) is:
 - (i) no greater than 3 Working Days later than the date upon which the work notification was received by the Customer from the relevant IDN Company (Gas Transporter) pursuant to the PEMS Agreement, ownership shall be deemed to have passed to National Grid immediately prior to the installation of the PEMS Fitted Meter;
 - (ii) greater than 3 Working Days later than the date upon which the work notification was received by the Customer from the relevant IDN Company (Gas Transporter) pursuant to the PEMS Agreement, ownership shall pass to National Grid on the date of receipt of such

work notification by National Grid.

- (h) Where the Customer retains ownership of a PEMS Fitted Meter, it will be the Customer's responsibility to inform the relevant IDN Company (Gas Transporter) of the change in Gas Act ownership.
- (i) PEMS work will be reimbursed by National Grid where it is identified as such by the Customer, in accordance with the following table:

Transaction type reason	Reimbursable
Damaged (also includes stolen) except where a Crime Number is reported	N
Leaking	Y
Faulty	Y
Upgrade substandard meter installation	Y
Gas card-related problem – consumer issue	N
Gas card-related problem – meter fault	Y
Reset PPM – consumer issue	N
Reset PPM – meter fault	Y
Decommission / recommission	N

1.10.5 National Grid will pay the invoice submitted in accordance with paragraph 1.10.4(e) within 30 Days of receipt, but may query and withhold payment of an item contained in such invoice if it considers that such item is not in respect of reimbursable work (by reference to the list of transaction type reasons given in paragraph 1.10.4 (i)), or it has not received the supporting data and other information required pursuant to paragraph 1.10.4(e).

1.10.6 Any such invoice query shall be submitted by National Grid no later than the Day before the invoice due date of the PEMS invoice and shall contain the following information: the MPRN, the date the PEMS work was carried out, the charge relating to the work, and an explanation of the query. If the Customer does not provide evidence that such item is in respect of a reimbursable work, National Grid will not be liable to make any payment.

1.10.7 Invoice queries may also be submitted by National Grid following payment of such invoice and if the Customer subsequently agrees that payment has been made by National Grid in respect of non-reimbursable work the Customer will reimburse National Grid such payments.

1.11 URGENT MAINTENANCE WORKS

1.11.1 Where the malfunction or failure of Off-Network National Grid Metering Equipment prevents the offtake of gas at a Meter Point, in the case of (a) below, outside of Working Hours, and in the case of (b) and (c) below, outside of the Hours of Work, then where National Grid becomes aware of such failure or has been notified of such failure by the Customer or the Consumer National Grid will use reasonable endeavours to visit the premises outside Working Hours or Hours of Work respectively, to restore the flow of gas at the premises where requested to do so by the Customer subject to the following:

- (a) the premises are Domestic Premises and are used for/or occupied by persons who are Chronically Sick Persons, Disabled Persons, or of pensionable age; or
- (b) the premises are Non Domestic Premises and are used for/or occupied by Consumers who are Chronically Sick Persons, Disabled Persons or of pensionable age, (e.g. hospital or nursing home); or
- (c) the premises are Non Domestic Premises and ongoing interruption of gas supply would result in major disruption to the Consumer's processes and significant loss financially;

and in any of the above cases appropriate Off-Network National Grid Metering Equipment is available or can be made available within a reasonable time of National Grid receiving the request for urgent Maintenance to complete the maintenance activity and restore the gas supply; or the gas supply, can be restored by operation of a Meter By-pass, or by a Temporary Alternative Arrangement.

1.11.2 Any request to remedy the failure:

- (a) in respect of Non Domestic Premises received after 5 p.m. on a Working Day;
- (b) in respect of Domestic Premises received after 8 p.m. on a Working Day,

will be deemed to have been received at 8 a.m. on the next Working Day for the measurement of performance.

1.12 METER BY-PASS OPERATION AND TEMPORARY ALTERNATIVE ARRANGEMENTS

1.12.1 Where National Grid is required as part of Planned Maintenance or Unplanned Maintenance to operate an existing Meter By-pass or install and operate a temporary Meter By-pass or undertake a Temporary Alternative Arrangement to maintain the supply of gas to the Consumer during Maintenance, National Grid will:

- (a) for an existing Meter By-pass and prior to its operation record if the Meter By-pass valve is open or closed, if an appropriate seal is in place and any reference or OAMI registration number present on the seal;
- (b) prior to opening the Meter By-pass valve or commencing the Temporary Alternative Arrangement record the current flow rate through the Meter;
- (c) record the date and time the existing or temporary Meter By-pass valve is opened by National Grid or Temporary Alternative Arrangement is commenced and gas allowed to flow and record the Meter reading at such time;
- (d) following completion of the required maintenance activity, record the date and time the existing or temporary By-pass valve is closed by National Grid or the Temporary Alternative Arrangement ceases and record the Meter reading at such time;
- (e) immediately after closing the Meter By-pass valve or ceasing the Temporary Alternative Arrangement record the current flow rate through the Meter;
- (f) for an existing Meter By-pass fix a seal to the Meter By Pass valve and record that such valve is closed and an appropriate seal is in place; and
- (g) promptly notify the Customer of details recorded in paragraphs (a) to (f) above.

2. MAINTENANCE OF PREPAYMENT METERS

Planned and Unplanned Maintenance works are carried out by National Grid for Prepayment Meters with a badged capacity of less than 11m³ per hour:

2.1 PLANNED MAINTENANCE

T2.1A		
Prepayment Meters – Planned maintenance	Fault/Failure or Programmed Visit	Standard – advance notification
Payment system not supported	Exchange Meter from Coin/MTM to ETM	D+1 Working Day
Exchange Meter due to Policy Defined by National Grid	Policy Meter Exchange	D+5 Working Days advance notification to Consumer and the Customer

2.2 UNPLANNED MAINTENANCE

In respect of a Prepayment Meter, National Grid will attend Site when requested to do so by the Customer or Consumer to in the circumstances shown in Table T2.2A within the frequency and time scales detailed in Schedule 2, Part A:

T2.2A		
Prepayment Meters – Unplanned maintenance	Fault/Failure or Programmed Visit	Standard to attend Site following request
Meter is at Fault - Gas OFF	Attend reported Meter Fault which does interrupt the supply of gas to the Consumer	T+4 hours
Meter is at Fault - Gas ON	Attend reported Meter Fault which does not interrupt the supply of gas to the Consumer	D+5 Working Days
Reported battery flag - Gas ON	Attend reported Battery or tamper flag which does not interrupt the supply of gas to the Consumer	D+5 Working Days

2.2.1 Where replacement Prepayment Meters are provided under the maintenance service, they will be commissioned as follows:

- (a) last values will be transferred from an existing Tariff Gas Billing Meter to a new Meter where the credit on the meter is more than £4.00; and
- (b) where the existing meter uses Tariff Gas Billing and has less than £4.00 credit or uses Legacy then last values will not be transferred to the new Meter and the new Meter will be commissioned in Tariff Gas Billing format, emergency credit will be enabled and a replacement Gas Card (Consumer) will be requested via the applicable Customer help line. All new Quantum System Meters are installed in Tariff Gas Billing. Legacy and Tariff Gas Billing are not compatible and require Service Cards specifically programmed for each system.

2.3 PREPAYMENT METER QUANTUM SERVICE CARDS, GAS CARDS (CONSUMER) AND GAS CARDS (INSTALLER)

The Customer is responsible for the provision of Service Cards and Gas Cards (Installer) to National Grid as detailed.

2.3.1 SERVICE CARDS

The Customer shall ensure that National Grid is provided with Service Cards in the quantities detailed in the following formula:

Total number of Service Cards required by National Grid = $O \times (P / C)$;

Where:

O = total number of operatives required by National Grid to provide the maintenance service;

P = the number of ETMs in the Customers portfolio on the IDN Systems;

C = the total number of ETMs installed on the IDN Systems.

2.3.2 GAS CARDS

The Customer will be responsible for providing Consumers with new or replacement Gas Cards (Consumer) to replace faulty, damaged or lost Gas Cards (Consumer). National Grid will not distribute Gas Cards (Consumer) to Consumers as part of its maintenance service.

2.3.3 GAS CARDS (INSTALLER)

The Customer will ensure that National Grid is provided with Gas Cards (Installer) for the purpose of providing Maintenance Services in the quantities detailed in the following formula:

Total number of Gas Cards (Installer) required by National Grid = $O \times U \times (P / C)$;

Where:

O = total number of operatives required by National Grid to provide the

maintenance service;

U = the number of Gas Cards (Installer) required by each operative to provide the maintenance service;

P = the number of ETMs in the Customers portfolio on the IDN Systems;

C = the total number of ETMs installed on the IDN Systems.

2.3.4 FAULTY SERVICE CARDS AND GAS CARDS (INSTALLER):

- (a) National Grid will take reasonable care of Service Cards and Gas Cards (Installer) issued to it from time to time by the Customers Service Card and Gas Card (Installer) provider;
- (b) The Customer is responsible for arranging the prompt replacement of any faulty Service Card or Gas Card (Installer) used by National Grid following a request by National Grid to the Customers Service Card and Gas Card (Installer) provider;
- (c) Such replacement will be in accordance with the procedures agreed between National Grid and the Customer from time to time.

3.0 MAINTENANCE OF DIAPHRAGM AND ULTRASONIC CREDIT METERS WITH A CAPACITY NOT EXCEEDING 160SCMH

3.1 PLANNED MAINTENANCE

T3.1A		
Credit Meters – Planned Maintenance	Fault/Failure or Programmed Visit	Standard – advance notification
Ultrasonic credit meter	Programmed battery replacement	D+5 Working Days advance notification to Consumer
Exchange Meter due to Policy Defined by National Grid	Policy Meter Exchange	Meters with a badged capacity of less than 11 SCMH D+5 Working Days advance notification to the Consumer Meters with a badged capacity exceeding 11 SCMH D+15 Working Days advance notification to the Consumer and the Customer

3.2 UNPLANNED MAINTENANCE

3.2.1 National Grid shall attend Site following a report where the Credit Meter fault results in loss of the gas supply in accordance with the standard for the type of Credit Meter fault detailed in Table T3.2A below and within the frequency and time scales detailed in Schedule 2 Part A.

3.2.2 Where a Credit Meter fault is reported but the gas supply is unaffected, National Grid shall offer an appointment in accordance with the standard for the type of Credit Meter fault detailed in Table T3.2A below and within the frequency and time scales detailed in Schedule 2 Part A:

T3.2A		
Credit Meters – Unplanned Maintenance	Fault/Failure or Programmed Visit	Standard to Attend Site following request
Credit Meter - Gas ON	Battery flag, Blank screen, Noisy Meter	D+5 Working Days
Credit Meter - Gas ON	Meter not registering	D+5 Working Days
Credit meter – Gas OFF	Meter jammed, not registering	T+4hours
Meter Pulse Utilisation – Gas ON	Meter pulse faulty or failed	D+5 Working Days

4.0 MAINTENANCE OF ROTARY POSITIVE DISPLACEMENT, TURBINE, ORIFICE PLATE, HIGH VOLUME ULTRASONIC METERS

4.1 PLANNED MAINTENANCE OF ROTARY AND TURBINE METERS

The following activities constitute Planned Maintenance for Rotary and Turbine Meters and comply with National Grid policy for the Maintenance of these types of Meter:

T4.1A		
Rotary/Turbine Meter	Programmed Visit	Standard – advance notification
Policy Meter exchange	Exchange Meter according to policy defined by National Grid	D+15 Working Days pre notification
Turbine programmed maintenance visit – interval defined by National Grid policy	Programmed Maintenance, includes topping up or changing oil where required	D+15 Working Days pre notification
Rotary – 3 year programmed maintenance visit	Programmed Maintenance, includes topping up or changing oil where required	D+15 Working Days pre notification
Rotary – 6 year programmed maintenance visit	Programmed Maintenance, includes changing oil where required	D+15 Working Days pre notification
Meter Pulse Output Port (where available)	Maintain Meter pulse	D+15 Working Days pre notification

4.2 UNPLANNED MAINTENANCE OF ROTARY AND TURBINE METERS

The following activities are considered to be Unplanned Maintenance for Rotary and Turbine meters:

T4.2A		
Rotary/Turbine Meter	Fault/Failure	Standard to attend Site following request
Rotary/Turbine Meter Fault – Gas On	Meter not registering, faulty index etc.	D+4 Working Days
Rotary/Turbine Meter – Gas Off	Meter jammed	T+4 hours
Meter Pulse Output Port (where available)	Meter pulse failed	D+4 Working Days

4.3 PLANNED MAINTENANCE OF HIGH VOLUME AND HIGH PRESSURE METERS – TURBINE, ORIFICE PLATE AND ULTRASONIC METERS

The following maintenance activities constitute Planned Maintenance for High Pressure Turbine High Pressure, Orifice Plate and High Pressure Ultrasonic Meters and comply with National Grid policy for the Maintenance of these types of Meters:

T4.3A		
Turbine, Orifice Plate or Ultrasonic Meter	Programmed Visit	Standard – advance notification
Policy Meter exchange	Exchange Meter according to policy defined by National Grid	D + 15 Working Days
26 week programmed Maintenance visit	Programmed Maintenance and calibration	D + 15 Working Days
Meter Pulse Output Port	Maintain Meter pulse	D + 15 Working Days

4.4 UNPLANNED MAINTENANCE OF HIGH VOLUME AND HIGH PRESSURE METERS – TURBINE, ORIFICE PLATE AND ULTRASONIC METERS

The following activities constitute Unplanned Maintenance for High Pressure Turbine High Pressure, Orifice Plate and High Pressure Ultrasonic Meters following receipt of a report from the Customer, Consumer or other fault monitoring service:

T4.4A		
Orifice Plate or Ultrasonic Meter	Fault/Failure	Standard to attend Site following request
Meter Fault – Gas On	Meter not registering, faulty signal etc.	T+6 hours

Meter Fault – Gas Off	Meter jammed or restricting flow	T+6 hours
Meter Pulse Output Port (where available)	Meter pulse failed	T+6 hours

5.0 MAINTENANCE OF CONVERTORS, FLOW COMPUTERS AND ELECTRICAL ISOLATION BARRIERS

National Grid will provide maintenance services in respect of its Convertors, Flow Computers and Electrical Isolation Barriers where these are either separate rental items as described in the National Grid Metering Charges or forming part of the Off-Network National Grid Metering Equipment. Daily Meter Reading Equipment including telemetry and Dataloggers (including where provided, installed and maintained by the relevant IDN Company (Gas Transporter)) and are not the responsibility of National Grid.

T5.1A		
Planned Maintenance	Programmed Visit	Standard – advance notification
Policy exchange	Exchange Item according to policy defined by National Grid	D+15 Working Days
Flow Computer - 26 week programmed Maintenance visit	Programmed Maintenance and calibration	D+15 Working Days
Convertor	Programmed Maintenance, calibration and battery exchange	D+15 Working Days pre notification
Electrical Isolation Barrier where part of an Orifice Plate Meter	Programmed Maintenance and battery exchange	D+15 Working Days pre notification

T5.2B		
Unplanned Maintenance	Fault/Failure	Standard to attend Site following request
Flow Computer	Measurement error, system failure or power failure	T+6 hours
Convertor	Measurement/conversion error, system failure or battery failure	T+6 hours
Electrical Isolation Barrier where part of an Orifice Plate Meter	Pulse failure or battery failure	T+6 hours

6.0 MAINTENANCE OF ANCILLARY EQUIPMENT WITH AN INLET NOT EXCEEDING 7 BAR

The following maintenance services are offered for Low Pressure Ancillary Equipment and Medium Pressure Ancillary Equipment:

6.1 ANCILLARY EQUIPMENT - LOW PRESSURE

6.1.1 PLANNED MAINTENANCE

Planned Maintenance activities for Low Pressure Ancillary Equipment comprise the following:

T6.1A		
Ancillary Equipment – Planned maintenance	Programmed Visit	Standard – advance notification
Policy exchange with a capacity not exceeding 160 SCM _H	Exchange part or all Ancillary Equipment according to policy defined by National Grid	Meters with a badged capacity of less than 11SCM _H , D+5 Working Days advance notification to the Consumer. Meters with a badged capacity of exceeding 11SCM _H and above, D+15 Working Days advance notification to the Customer
Policy exchange with a capacity exceeding 160 SCM _H	Exchange part or all Ancillary Equipment according to policy defined by National Grid	D+15 Working Days pre notification to the Customer
Capacity exceeding 160 SCM _H	Programmed Maintenance visit to examine Ancillary Equipment and perform routine maintenance	D+15 Working Days pre notification to the Customer

6.1.2 UNPLANNED MAINTENANCE

Unplanned Maintenance to repair or replace Low Pressure Ancillary Equipment following its failure shall be in accordance with the following table:

T6.1B		
Ancillary Equipment – Unplanned Maintenance	Fault/Failure	Standard to attend Site following request
Low Pressure Ancillary Equipment– Repair or Maintain	Ancillary Equipment failure	T+4 hours

6.2 ANCILLARY EQUIPMENT - MEDIUM PRESSURE AND INTERMEDIATE PRESSURE

6.2.1 PLANNED MAINTENANCE

Planned Maintenance will be carried out at periodic intervals for Medium Pressure Ancillary Equipment and Intermediate Pressure Ancillary Equipment. This may

include items such as routine component replacement and painting where required. Planned visits shall be in accordance with the following table:

T6.2A		
Ancillary Equipment – Planned Maintenance	Programmed Visit	Standard – advance notification
Medium Pressure Ancillary Equipment and Intermediate Pressure	Programmed Maintenance visit to examine Ancillary Equipment and perform routine maintenance	Meters with a badged capacity of less than 11SCMHD+5 Working Days advance notification to the Consumer. Meters with a badged capacity exceeding 11SCMHD+15 Working Days advance notification to the Customer

6.2.2 UNPLANNED MAINTENANCE

Unplanned Maintenance to repair or replace Medium Pressure Ancillary Equipment and Intermediate Pressure Ancillary Equipment following its failure (e.g. replacing a Meter Regulator filter or a failed Meter Regulator spring) shall be in accordance with the following table:

T6.2B		
Ancillary Equipment – Unplanned Maintenance	Fault/Failure	Standard to attend Site following request
Medium Pressure Ancillary Equipment and Intermediate Pressure Ancillary Equipment	Ancillary Equipment failure repair or replace	T+4 hours

7.0 MAINTENANCE OF ANCILLARY EQUIPMENT - HIGH PRESSURE

7.1 PLANNED MAINTENANCE

Planned Maintenance in respect of High Pressure Ancillary Equipment will be carried out at periodic intervals as prescribed by the manufacturer and/or National Grid maintenance procedures. This may include items such as routine component replacement and painting where required. Planned visits shall be in accordance with the following table:

T7.1A		
Ancillary Equipment – Planned Maintenance	Programmed Visit	Standard – advance notification

High Pressure Ancillary Equipment	Programmed maintenance visit to examine Ancillary Equipment and perform routine Maintenance	Customer Consultation process or D+15 Working Days as appropriate
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7.2 UNPLANNED MAINTENANCE

Unplanned work to repair or replace High Pressure Ancillary Equipment following its failure (e.g. replacing a Meter Regulator filter or a failed Meter Regulator spring) shall be in accordance with the following table:

T7.2A		
Ancillary Equipment – Unplanned Maintenance	Fault/Failure	Standard to attend Site following request
High Pressure Ancillary Equipment– Gas on	Attend Ancillary Equipment such as pre-heater failure and repair or replace	T+6 hours
High Pressure Ancillary Equipment – Gas Off	Attend Ancillary Equipment such as blocked filter and repair or replace	T+6 hours

SCHEDULE FIVE
METER CREDIT LIMITS

1 General

1.1 National Grid will, in accordance with the Meter Credit Rules, determine and assign to the Customer a Meter Credit Limit, and will keep each Customer informed of its Meter Credit Limit (as revised in accordance with paragraph 2.2) for the time being.

1.2 The “**Meter Credit Rules**” are the rules from time to time established and revised by National Grid and issued to National Grid Customers setting out (inter alia):

(a) the principles on which National Grid will assess and from time to time revise (in accordance with paragraph 2.2) its assessment of the credit-worthiness of National Grid Customers (and persons providing surety for National Grid Customers) and establish Meter Credit Limits;

(b) the basis on which a National Grid Customer may (with a view to increasing its Meter Credit Limit) provide surety or security for Aggregate Relevant Meter Indebtedness, or (with a view to reducing its Aggregate Relevant Meter Indebtedness) make prepayments to National Grid;

(c) procedures by which a National Grid Customer may discuss its Meter Credit Limit with National Grid;

(d) the acceptable forms and instruments of security and acceptable levels of Investment Grade Ratings.

1.3 Without prejudice to paragraph 1.1, the Meter Credit Rules do not form a part of this Agreement.

1.4 Without prejudice to paragraph 1.1, nothing in this Agreement or the Meter Credit Rules shall constitute any duty of care or other obligation on the part of National Grid (whether to or for the benefit of the Customer or National Grid Customers in general) in relation to the observation or application of the Meter Credit Rules or the provisions of this Schedule Five.

2. Meter Credit Limit and Relevant Meter Indebtedness

2.1 For the purposes of this Agreement:

- (a) a **“Meter Credit Limit”** is an amount representing the Customer’s maximum permitted Aggregate Relevant Meter Indebtedness and the Customer shall have a single Meter Credit Limit for the purposes of this Agreement, the Provision and Maintenance Agreement, any other agreement(s) which the Parties have agreed or may agree from time to time in writing shall be taken into account for such purpose and the Meter Works Conditions;
- (b) **“Relevant Meter Indebtedness”** is:
- (i) the aggregate amount, for which the Customer is at any time liable to National Grid pursuant to this Agreement and any Contract made hereunder, determined on the basis of amounts accrued and not paid, and subject to paragraph (b)(ii) and (iii), irrespective of whether such amounts have been invoiced under Schedule Three (Invoicing and Payment) or (where invoiced) have become due for payment; less
 - (ii) any amount which has been paid to National Grid by the Customer by way of prepayment, on the basis that National Grid may apply such amount without the Customer’s consent in or towards payment of amounts referred to in paragraph (i), and which has not yet been so applied; and less
 - (iii) any amount in respect of which National Grid is entitled to submit an Invoice Document in accordance with Schedule Three, paragraph 1.4.1 and has failed to do so within 5 Working Days of the Invoice Submission Date but only for so long as no such Invoice Document has been submitted.
- (c) **“Aggregate Relevant Meter Indebtedness”** is the aggregate of the Relevant Meter Indebtedness calculated pursuant to paragraph (b) and the Relevant Meter Indebtedness calculated pursuant to the Provision and Maintenance Agreement, any other agreement(s) which the Parties have agreed or may agree from time to time in writing shall be taken into account for such purpose and the Meter Works Conditions.

2.2 For the avoidance of doubt, the amount of a Customer’s Relevant Meter Indebtedness shall be determined by reference to the relevant provisions of this Agreement, and nothing in this Agreement shall be construed as withdrawing from the Customer any right to dispute whether National Grid has correctly calculated such amount in any case, or from National Grid any right to dispute the validity of any Invoice Query submitted by the Customer.

2.3 Without prejudice to paragraph 2.2, where a Customer has submitted an Invoice Query in accordance with Schedule Three paragraph 4.2.1 in respect of any Invoice Document

National Grid will review and give due consideration to such Invoice Query before taking any steps pursuant to paragraph 3.3.

2.4 A Customer's Meter Credit Limit may from time to time be reviewed and revised, in accordance with the Meter Credit Rules, on notice of not less than 10 Days (or any lesser period agreed by the Customer) to the Customer:

- (a) at intervals of approximately 6 months;
- (b) at the Customer's request (but subject to paragraph 2.6 and 2.7);
- (c) where any published credit rating of the Customer or any person providing surety for the Customer is revised downwards;
- (d) where (but without prejudice to any requirement of the Meter Credit Rules) any instrument of surety or security expires or is determined; or
- (e) at National Grid's request where at any time National Grid has reasonable grounds to believe that the effect of the review will be to reduce or increase the Customer's Meter Credit Limit.

2.5 Where:

- (a) any published credit rating of the Customer or any party providing surety or security for the Customer is revised downwards; or
- (b) National Grid has made a demand upon any existing instrument of surety or security in accordance with the terms of such instrument of surety or security provided by the Customer or any person providing surety or security for the Customer;

then the Customer's Meter Credit Limit may be immediately reviewed and revised by National Grid in accordance with the Meter Credit Rules, on notice to the Customer.

2.6 Subject to paragraph 2.7, National Grid will bear the costs and fees that it incurs (but not any costs incurred by the Customer) in connection with any review of the Customer's Meter Credit Limit in accordance with paragraph 2.4.

2.7 National Grid will not be obliged to agree to any request of the Customer under paragraph 2.4(b) unless the Customer agrees to reimburse to National Grid the reasonable costs and fees payable by National Grid to any third party in accordance with the Meter Credit Rules in

connection with such request.

3 Requirements as to Aggregate Relevant Meter Indebtedness

3.1 Where:

- (a) a Customer's Aggregate Relevant Meter Indebtedness exceeds 70% of its Meter Credit Limit and National Grid has given notice to the Customer to that effect; and
- (b) at any time following such notice the Customer's Aggregate Relevant Meter Indebtedness exceeds 90% of its Meter Credit Limit and National Grid has given notice to the Customer to that effect (which notice may in appropriate circumstances be given at the same time as that under paragraph (a)), paragraphs 3.2 and 3.3 shall apply.

3.2 Subject to paragraph 3.1, where the Aggregate Relevant Meter Indebtedness of a Customer for the time being exceeds 90% of the Customer's Meter Credit Limit:

- (a) without prejudice to (b), the Customer shall make such payment to National Grid of such amount as is necessary to reduce the Customer's Aggregate Relevant Meter Indebtedness to less than 90% of its Meter Credit Limit; and
- (b) until such time as Customer's Aggregate Relevant Meter Indebtedness is reduced to less than 90% of the Customer's Meter Credit Limit, National Grid shall be entitled to :
 - (i) reject or refuse to accept an application for provision of a Meter by the Customer; and /or
 - (ii) refuse to undertake any further Meter Works not yet commenced to the extent that it is safe to do so; and /or
 - (iii) suspend any Meter Works in progress to the extent that it is safe to do so; and/or
 - (iv) call upon any instrument of surety or security provided by a Customer;until such time as the Customer's Aggregate Relevant Meter Indebtedness is reduced to less than 90% of its Meter Credit Limit.

3.3 Subject to paragraph 3.1, where and for so long as the Aggregate Relevant Meter

Indebtedness of the Customer for the time being exceeds 100% of the Customer's Meter Credit Limit, National Grid may without prejudice to any entitlement under paragraph 3.2 give a Termination Notice (in accordance with Condition 12.3) to the Customer.

4 Security under Meter Credit Rules

4.1 Any instrument of surety or security provided by a Customer pursuant to the Meter Credit Rules (and whether or not entered into by the Customer) shall not be a part of this Agreement and no provision of or modification of this Agreement, nor any inconsistency between this Agreement and any such instrument, and nothing done by National Grid pursuant to this Agreement, shall prejudice or invalidate any such instrument.

4.2 Where the Customer has provided surety or security pursuant to the Meter Credit Rules, the Customer (or the person giving the surety) may request National Grid to release all or any of such security or agree to a reduction in any maximum amount of such surety.

4.3 Following a request by the Customer under paragraph 4.2, National Grid will as soon as reasonably practicable and, except where the Customer also requests a review (by an agency appointed by National Grid for such purposes) and revision of its Meter Credit Limit, in any event not more than 10 Working Days after such request, release security, or agree to a reduction in surety, to such extent or by such amount as will permit the condition in paragraph 4.4 to be satisfied.

4.4 The condition referred to in paragraph 4.3 is that the amount of the Customer's Aggregate Relevant Meter Indebtedness at the date of such release or reduction is not more than 90% of the amount of the Customer's Meter Credit Limit, determined in accordance with the Meter Credit Rules on the basis of the release of security or reduction in surety (and taking account of any alternative surety or security provided by the Customer).

4.5 The Customer may (inter alia) provide security for the purposes of the Meter Credit Rules in the form of a deposit in a bank account where:

- (a) the account is in the sole name of National Grid; and
- (b) interest on the amount deposited in the account will accrue for the benefit of the Customer.

4.6 In respect of such bank account:

- (a) National Grid shall be entitled to take payment of amounts (up to the amount

deposited in the account) which have become due for payment to National Grid (but having regard to the time at which pursuant to Schedule Three, paragraph 4.2 payment is due where an Invoice Query has been raised) against a statement to the bank provided by National Grid that payment of such amount has become due (but such instruction shall be without prejudice to any provision of Schedule Three as to the payment of interest) and in such case National Grid will provide reasonable evidence to the Customer of its entitlement to take such payment;

- (b) amounts (other than in respect of interest earned) standing to the credit of the account will not be paid to the Customer except with National Grid's written agreement (but subject always to paragraph 4.2, 4.3 and 4.4); and
- (c) the bank shall have agreed that the amounts deposited in the account may not be set-off or otherwise applied by the bank in respect of any indebtedness of the Customer or other person.

SCHEDULE SIX
LIAISON BETWEEN NATIONAL GRID AND CUSTOMERS
REGARDING POLICY EXCHANGE OF NATIONAL GRID'S METERS

1. Where National Grid is undertaking its Replacement Exchange Programme it will in accordance with the provisions in this Schedule provide the Customer with the opportunity to replace Meters in its Customer Portfolio(s) with Non National Grid Meters.
2. Based on sampling carried out by National Grid, on a quarterly basis, National Grid will generate a pool of Meters ("**Replacement Pool**") which National Grid intends to replace in accordance with the Replacement Exchange Programme.
3. The number of Meters in the Replacement Pool will be diminished by the number of Meters which have been replaced by Meters exchanged in accordance with its Replacement Exchange Programme and increased by the number which are added to the Replacement Pool based on sampling carried out by National Grid.
4. Where requested by the Customer, National Grid will every three months following the date of such request until further notice send the Customer:
 - (a) details of Meters in the Customer's Portfolio that are in the Replacement Pool, listing all such Meters by MPRN; and
 - (b) details of the criteria that National Grid has used to generate such Replacement Pool.
5. By giving 3 months notice to National Grid or such other notice period as may be agreed between the Parties, the Customer may elect to take responsibility for exchanging Meters in the Replacement Pool in its Customer Portfolio(s) with Non National Grid Meters. In such event National Grid will withdraw the Meters so identified in each Customer Portfolio from the Replacement Pool generated following expiry of the notice period.
6. Where the Customer chooses to take responsibility for replacing the Meters in its Customer Portfolio(s), National Grid will on a quarterly basis provide the Customer with a list of Meters by MPRN (and/or the selection criteria) for replacement on a priority basis and will seek the agreement of the Customer for its Meter replacement programme to take account of this prioritisation.
7. Where the Customer wishes to take responsibility for replacing the Meters in its Customer Portfolio(s) it shall notify National Grid accordingly. Upon receipt of such notice National Grid will assume the Customer will continue to replace such Meters with Non National Grid Meters

and will thereupon exclude such Meters from subsequent Replacement Pools until it receives further notice from the Customer in accordance with paragraph 8.

8. Where the Customer wishes National Grid to resume exchanging Meters in its Customer Portfolio(s) it shall give no less than 3 months notice to such effect, and upon expiry of such notice National Grid will include such Meters within the Replacement Pool and resume exchange in accordance with its Replacement Exchange Programme,
9. National Grid will give the Customer and Consumer no less than 5 Working Days notice of its intention to replace any Meter in accordance with its Replacement Exchange Policy at an individual Meter Point in the current Customer Portfolio.
10. The Customer may by notice cancel a National Grid policy exchange of which the Customer has been notified in accordance with paragraph 10 provided that the cancellation notice, is in accordance with the Rainbow MAM Manual, and is received by National Grid no later than the Working Day before the date of the planned exchange. However the Customer agrees to use the election facility outlined above for managing its Meter policy replacement programme in general, and the Customer shall not use the individual cancellation facility to circumvent the need for making an election.
11. Any special access instructions will normally be provided by Consumers directly to National Grid in response to National Grid's notification to the Consumer in accordance with paragraph 9. However, if the Customer wishes to provide any access instructions held by the Customer, the Customer may provide this information to National Grid by telephone communication only, following receipt of the pre-notification of such visit from National Grid.

**SCHEDULE SEVEN
FORM OF ELECTION**

To: National Grid

Pursuant to Condition 23 of the Network Metering Equipment Agreement and General Conditions of Contract for the Provision and Maintenance of Metering Equipment not connected to the National Grid System, in respect of all items such of Ancillary Equipment in its respective portfolio the Customer hereby elects as follows*:

- 1. accept National Grid's offer made in accordance with Condition 23.1(a) (i);
- 2. not accept National Grid's offer made in accordance with Condition 23.1(a)(i);
- 3. accept National Grid's offer made in accordance with Condition 23.1(b)(i);
- 4. not accept National Grid's offer made in accordance with Condition 23.1(b)(i);
- 5. accept National Grid's offer made in accordance with Condition 23.1(a)(ii);
- 6. not accept National Grid's offer made in accordance with Condition 23.1(a)(ii);
- 7. accept National Grid's offer made in accordance with Condition 23.1(b)(ii);
- 8. not accept National Grid's offer made in accordance with Condition 23.1(b)(ii).

*Tick box to signify choice as appropriate.

Note: Unless a box is ticked to signify choice then such action will signify a non-acceptance.

Name of Customer: []

Registered Number: []

Market participant identity: []

Signed:

Position:

Date:

**SCHEDULE EIGHT
NOT USED**

SCHEDULE NINE
SUB-DEDUCT ARRANGEMENTS

Provision, Installation and Removal

1. The Customer shall not be entitled to request that National Grid, pursuant to this Agreement or any Meter Works Conditions:
 - (a) provide and install a Prepayment Meter as a Prime Meter; and
 - (b) remove a Prime Meter unless and until:
 - (i) all Sub-deduct Meters comprised within the relevant Sub-deduct Arrangement have been removed; or
 - (ii) a Meter Works Contract has been formed pursuant to which National Grid will at the same time also remove all Sub-deduct Meters comprised within the relevant Sub-deduct Arrangement; or
 - (iii) it has been re-designated by National Grid as a Free Standing Meter pursuant to paragraph 3;
 - (c) provide and install a Prime Meter or a Sub-deduct Meter at a Meter Point where no Off-Network National Grid Metering Equipment has been installed and is provided by National Grid at the date of such request provided always that the Customer may request National Grid to provide and install a Sub-deduct Meter in such circumstances upon and subject to the provisions of paragraph 2.

2. The Customer may request that National Grid provide and install a Sub-deduct Meter at a Meter Point in circumstances where Off-Network National Grid Metering Equipment was previously installed and provided by National Grid but was subsequently removed under the terms of the Adversarial Meter Works Conditions for reasons related to debt of the relevant Consumer. National Grid will, acting reasonably, accept or reject such request.

3. A Prime Meter shall only be re-designated by National Grid as a Free Standing Meter where the Customer, having Appointed National Grid in respect of the relevant Meter Point under the terms of this Agreement, has confirmed in writing to National Grid in accordance with the Query Management Operational Guidelines that:

- (a) all Sub-deduct Meters comprised within the Sub-deduct Arrangement in question have been removed; or
- (b) the Prime Meter in question has been incorrectly designated as such ,

and following each such notification National Grid shall re-designate the Prime Meter as a Free Standing Meter.

4. Where National Grid has removed and not replaced a Sub deduct Meter, National Grid shall:

- (a) as required by the Gas Safety (Installation & Use) Regulations 1998, update the line diagram displayed adjacent to the Prime Meter comprised within the Sub-deduct Arrangement to take account of the removal of the Meter; or
- (b) where no such line diagram is displayed, produce a line diagram and display it adjacent to the Prime Meter comprised within the Sub-deduct Arrangement to take account of the removal of the Meter.

C&D Work

5. In addition to doing so electronically, National Grid agrees, where requested to do so by the Customer in writing, to submit all and any notifications with respect to C&D work pursuant to paragraph 1.1 of Schedule Two, Part C which relate to Off-Network National Grid Metering Equipment comprised or to be comprised within a Sub-deduct Arrangement to the Customer by facsimile or email to such contact name and email address or facsimile number notified by the Customer in writing, during such time as Xoserve Limited is unable to accept electronic flows. Following such time as Xoserve Limited is able to accept such electronic flows, National Grid Customers and National Grid agree to work towards the removal of the requirement for National Grid to provide manual C&D notifications.

Maintenance Work

6. Where planned maintenance work to be carried out to a Prime Meter pursuant to Schedule Four is expected to involve the interruption to the gas supply to Sub-Deduct Meters comprised within the same Sub-deduct Arrangement, then:
- (a) National Grid will use reasonable endeavours to notify the relevant Consumer(s) of the scheduled date for the planned maintenance work but where it is unable to do so shall so notify the relevant National Grid Customer for that Meter Point; and
 - (b) following such notification (as the case may be), National Grid will, acting as a Reasonable and Prudent Operator, proceed with the planned maintenance and, for the avoidance of doubt, where in respect of any Sub-deduct Meter to which the gas supply is so interrupted National Grid has been unable to notify the relevant Consumer then it shall take all reasonable steps to either (1) restore the relevant Off-Network National Grid Metering Equipment, and any associated connecting pipework and equipment, to the same operational status as that prior to the commencement of such planned maintenance or (2) make safe the relevant Meter Point following the completion of the planned maintenance.
7. Where planned maintenance work is required to more than one Meter comprised within the same Sub-deduct Arrangement and is expected to involve the interruption to the gas supply to those Meters, then National Grid shall so far as reasonably practicable arrange for such work to be carried out on the same day(s).
8. Following any maintenance work on a Prime Meter that has resulted in the interruption to the gas supply to the Sub-deduct Meters comprised within the same Sub-deduct Arrangement, National Grid will use its reasonable endeavours to purge and relight Consumers' appliances connected to the downstream pipework, including appliances connected to that Prime Meter and/or Sub-deduct Meter.

Defects in Connecting Pipework

9. National Grid shall not be obliged to make good, replace or rectify any defect in any item of connecting pipework downstream of a Prime Meter or upstream of any Sub-deduct Meter that is owned and operated by the Customer or any third party.

Meter Works

10. All and any requests for National Grid Meter Works in relation to any Off-Network National Grid Metering Equipment which is or is to be comprised within a Sub-deduct Arrangement shall be by way of a Quotation Request for Non Standard Work.
11. Notwithstanding any conflicting provision of the Meter Works Conditions, with respect to each Quotation Request for Non Standard Work in relation to a Prime Meter and/or a Sub-deduct Meter:-
 - 11.1 National Grid shall provide, in accordance with the relevant Meter Works Conditions, a Quotation or an indicative timescale in which a Quotation will be provided, within D+20 Days;
 - 11.2 National Grid shall have no liabilities or duties (which are excluded to the fullest extent permitted by law) in relation to the preparation and/or submission of a Quotation for National Grid Meter Works pursuant thereto including for the avoidance of doubt with respect to any Service Levels.
 - 11.3 National Grid shall request the Relevant Gas Transporter to disclose details of MPRN numbers and the identity of any Supplier(s) registered at the Meter Points at which the Prime Meter and Sub-deduct Meters within the same Sub-deduct Arrangement are situated;
 - 11.4 where the Customer is the registered Supplier for each Meter Point identified by the Relevant Gas Transporter pursuant to paragraph 11.3 then the Customer shall be responsible for contacting each relevant Consumer so as to facilitate for National Grid all necessary access to the Consumer Premises to undertake a Site assessment and/or to carry out the relevant National Grid Meter Works and where National Grid has been unable to gain such access the relevant provisions of the appropriate Meter Works Conditions shall apply;
 - 11.5 where one or more Supplier(s) not being the Customer are identified by the Relevant Gas Transporter pursuant to paragraph 11.3, then National Grid shall be responsible for contacting each such Supplier and/or relevant Consumer so as to facilitate for National Grid all necessary access to the Consumer Premises to undertake a Site assessment and/or to carry out the relevant National Grid Meter Works;

- 11.6 notwithstanding paragraph 11.5, where in respect of the Meter Points to which paragraph 11.5 applies National Grid has been unable to access relevant Consumer Premises for the purposes thereof, National Grid will so notify the Customer and the Parties will seek to agree a revised date when National Grid can access the Consumer Premises to undertake a Site assessment and/or carry out the relevant National Grid Meter Works; and
- 11.7 before any visit to relevant Consumer Premises, National Grid will inform the National Grid Operative instructed to carry out the National Grid Meter Work that such work relates to a Sub-deduct Arrangement.
12. All and any costs or charges made or incurred by National Grid in relation to a Site assessment and/or the amendment or production of a line diagram pursuant to paragraph 4, carried out in relation to a Sub-deduct Arrangement will be included in the Quotation.
13. *Defects in Connecting Pipework*
- 13.1 National Grid shall set out in a Quotation details of any defects in connecting pipework that National Grid has identified during the course of a site assessment, which in National Grid's judgement acting as an RPO, would prevent National Grid from carrying out the National Grid Meter Works requested by the Customer.
- 13.2 The Customer will provide, prior to or when submitting the Acceptance Form, confirmation to National Grid in writing that such defects identified by National Grid pursuant to paragraph 13.1 have been remedied, or shall undertake that such defects will be remedied, such that National Grid is not prevented from carrying out the National Grid Meter Works in question.
14. Where National Grid Meter Work involves the interruption to the gas supply to one or more Meter Points comprised within a Sub-deduct Arrangement, following such National Grid Meter Work National Grid will, acting as an RPO, take all reasonable steps to restore the relevant Off-Network National Grid Metering Equipment, and any associated connecting pipework and equipment, to the same operational status as that prior to the commencement of such National Grid Meter Work, but for the avoidance of doubt:-
- (a) National Grid shall have no responsibility, liability or obligation in resolving any defects in the associated pipework or equipment owned by the Customer or any third party; and
- (b) the costs of carrying out such National Grid Meter Work and any other National Grid Meter Work in respect of purging, or relighting of appliances connected to the downstream network, will be included in the Quotation provided by National Grid.

15. Where, pursuant to a Quotation Request for Non Standard Works issued by a Supplier not being the Customer, the Customer is identified by the Relevant Gas Transporter as the registered Supplier for one or more Meter Points comprised within a Sub-deduct Arrangement and is contacted by National Grid in the circumstances described in paragraph 11.5, then the Customer shall be responsible for contacting the relevant Consumer(s) where requested to do so by National Grid so as to facilitate for National Grid all necessary access to the relevant Consumer Premises to undertake a Site assessment and/or to carry out such National Grid Meter Works.
16. The Customer agrees to the disclosure by National Grid to another National Grid Customer in accordance with paragraph 11.3 of its identity as the registered Supplier of a Meter Point comprised within a Sub-deduct Arrangement.

Sub-Deduct Arrangement Upsizing Works

17. The Customer shall not be entitled to request Sub-deduct Upsizing Works pursuant to the Meter Works Conditions.

Adversarial Meter Works Conditions

18. The Customer shall not be entitled to request Adversarial Meter Works in relation to a Prime Meter pursuant to the Adversarial Meter Works Conditions
19. The provisions of this Schedule Nine are without prejudice to those set out in Schedule Eight.

SCHEDULE TEN
AMR WORKS AND DATA SERVICES

Defined Terms

1. In this Schedule Ten, the following terms shall have the meanings set out opposite:-

“AMR Ad Hoc Read”	means historical Meter Reading Data provided by National Grid to the Customer pursuant to a request made in accordance with paragraph 23;
“AMR Ad Hoc Read Charge”	means the applicable charge specified as such in the AMR Charges Statement;
“AMR Alarms”	means notification to the Customer (and/or other recipient as nominated by the Customer in writing from time to time) that the quantity of gas delivered to an End Consumer has breached a pre-set high or low threshold value in a certain pre-set period;
“AMR Alarms Charges”	means the AMR Alarms Delivery Charge and the AMR Alarms Initiation Charge;
“AMR Alarms Delivery Charge”	means the applicable charge specified as such in the AMR Charges Statement;
“AMR Alarms Initiation Charge”	means the applicable charge specified as such in the AMR Charges Statement;
“AMR Auto-Election”	has the meaning given in paragraph 18;
“AMR Charges”	means each of the AMR Ad Hoc Read Charge, the AMR Read Charge, the AMR Alarms Charges, the AMR Visit Charge and the AMR Termination Charge;
“AMR Charges Statement”	means the statement of AMR Charges published from time to time by National Grid for the purposes of this Schedule Ten;
“AMR Device”	means an automated gas meter reading device including any and all licences that may be required to enable the AMR Device to operate;
“AMR Opening Read”	means Meter Reading Data taken on commencement of

	provision of Data Services;
“AMR Read”	means Meter Reading Data provided to the Customer as part of the Data Services;
“AMR Read Charge”	means the applicable charge specified as such in the AMR Charges Statement;
“AMR Successful Read”	means an AMR Read that is validated in accordance with paragraph 28 and delivered to the Customer in accordance with the Agreed Service Levels;
“AMR Termination Charge”	means the applicable charge specified as such in the AMR Charges Statement;
“AMR Visit Charge”	means the applicable charge specified as such in the AMR Charges Statement;
“AMR Web Portal”	means a web portal hosted by National Grid for the purposes of making available Meter Reading Data from AMR Devices, comprising a part of the Data Services;
“AMR Works”	means the installation, maintenance, replacement and/or removal of an AMR Device and/or associated Accessories;
“Accessories”	means all and any aerials, batteries, switches, cables and any other items of plant or equipment associated with an AMR Device and installed at the End Consumer Premises;
“Agreed Service Levels”	means the service levels more particularly described in Annex B;
“ASPSCOP”	means the AMR Service Providers’ Code of Practice establishing industry standards for the collection, collation, processing and data storage of data taken from gas meter reads;
“Communication Medium”	means a suitable communications medium to ensure the timely transfer of data from and to an AMR Device;
“Data Services”	means the data services more particularly described in Annex A;

“Data Services Request”	has the meaning given in paragraph 16;
“End Consumer”	means the end Consumer who is the occupier of the relevant Industrial and Commercial Premises at which the AMR Device is (or is to be) installed;
“I&C Meter Point”	means a Meter Point at Industrial and Commercial Premises;
“Industrial and Commercial Premises”	means, unless otherwise agreed in writing between National Grid and the Customer, (1) premises occupied by an End Consumer other than a domestic consumer, and (2) premises occupied by an End Consumer who is a domestic consumer where the Relevant Metering Equipment comprises a Meter with a badged capacity of 11 scmh and above;
“Installation Request”	has the meaning given in paragraph 2;
“MAM”	means a person authorised to manage Metering Equipment as more particularly described in the MAM Code of Practice;
“MAM Codes of Practice”	means the document entitled “Codes of Practice for Gas Asset Managers” issued by the Authority as modified or replaced from time to time;
“Meter Reading Data”	means in respect of National Grid Metering Equipment, data which accurately reflects the readings registered by that National Grid Metering Equipment;
“National Grid Personnel”	means all persons involved in the management and performance of AMR Works under this Schedule Ten whether employed by or engaged by National Grid or its subcontractors;
“National Grid Metering Equipment”	means Metering Equipment installed at an I&C Meter Point which is provided by National Grid;
“Relevant I&C Meter Point”	means an I&C Meter Point in respect of which the Customer is or is to be the Supplier;
“Service Line”	means the applicable service level described in Annex A as either Platinum, Copper, Gold, Silver or Bronze.

Installation Requests

2. The Customer may at any time request National Grid to install an AMR Device at an I&C Meter Point at which there is located National Grid Metering Equipment (“Installation Request”).
3. An Installation Request shall be made by sending to National Grid a works request in the agreed file format, and where incorporating the information specified in paragraph 17 shall be deemed to constitute a Data Services Request for the purposes of paragraph 16.
4. Before submitting an Installation Request, and without prejudice to paragraph 34 the Customer shall procure that it has obtained all rights of access from the End Consumer for National Grid Personnel as shall be necessary for the installation to proceed.
5. Following receipt of an Installation Request, National Grid shall:-
 - 5.1 check its records to identify whether or not the relevant Meter has a working pulse;
 - 5.2 contact the End Consumer to organise the necessary arrangements to install the AMR Device and associated Accessories; and
 - 5.3 determine if there are any site specific requirements for such installation and ensure that, in respect of any such requirements of which it is aware, all requisite training is provided to relevant National Grid Personnel in advance of installation.
6. Subject to a risk assessment as required by paragraph 33, and subject always to paragraphs 7 and 8, National Grid shall take steps to install and commission the AMR Device and associated Accessories and initiate the Communication Medium, and shall thereupon send to the Customer a “Response File” notification confirming the same (to include asset verification and initial set up parameters).
7. National Grid shall not be required to commence (or conclude as the case may be) the installation works described in paragraph 6, and shall send to the Customer a “Response File” notification confirming the same, if:-
 - 7.1 on a site visit to undertake an installation, the National Grid Metering Equipment is discovered to be faulty or non-pulsing or otherwise requires preparatory works to be undertaken before the AMR Device and/or associated Accessories can be installed and/or commissioned; or
 - 7.2 access to the relevant Industrial and Commercial Premises is denied (whether by the End Consumer or otherwise).

8. Notwithstanding the provisions of paragraphs 6 and 7, where following receipt of an Installation Request National Grid discovers (whether pursuant to paragraph 5.1 or 7.1 that the relevant Meter does not have a working pulse, then it shall either repair that Meter or replace that Meter with a Meter which does have a working pulse (and which is in all other material respects equivalent to the Meter it is replacing), whereupon National Grid will then commence the installation, commissioning and initiation works described in paragraph 6 as soon as reasonably practicable. Where such repair or replacement necessitates one or more subsequent visits to the Industrial and Commercial Premises by National Grid Personnel, then National Grid shall liaise with the End Consumer as appropriate.

Maintenance and Care of AMR Devices

9. Following the installation of an AMR Device and associated Accessories, and subject always to paragraph 48, National Grid shall carry out planned maintenance activities in respect of the same in accordance with manufacturer's guidelines and any and all Legal Requirements, and subject thereto, shall undertake a site visit for such purpose no less frequently than once every 2 years.
10. The Customer shall procure that the End Consumer takes all reasonable care of each AMR Device and associated Accessories and desists from any act, or failure to act, that does or might cause damage or interference to the same.
11. If the Customer believes that an AMR Device and/or associated Accessories is faulty or not functioning correctly, then it shall so notify National Grid in the agreed file format whereupon, subject always to paragraph 48, National Grid shall carry out a site visit to inspect and (where necessary) repair or replace the AMR Device and/or associated Accessories.
12. If, following a site visit pursuant to paragraph 11, National Grid believes (acting reasonably) either that the AMR Device and/or associated Accessories is not faulty or malfunctioning or that the fault or malfunction has been caused by an act or omission of the End Consumer or some other third party not being National Grid or its agents, employees or subcontractors, then National Grid shall so notify the Customer in the agreed file format and National Grid shall be entitled (at its sole discretion) to require the Customer to pay an AMR Visit Charge.

Meter Inspections and AMR Safety Checks

13. Whenever National Grid undertakes a visit to Industrial and Commercial Premises in performance of its obligations hereunder, it shall inspect the relevant Meter, and following each such inspection shall so notify the Customer in the agreed file format.
14. In addition to undertaking a Meter inspection pursuant to paragraph 13, National Grid will, if required, re-synchronise the AMR Read recorded on the AMR Device so that it

corresponds with the reading recorded on the Meter and on the Converter (if any), but in the following circumstances only:-

- 14.1 when National Grid installs an AMR Device;
 - 14.2 when National Grid undertakes maintenance on an AMR Device; and
 - 14.3 when National Grid visits the End Consumer's premises to undertake an AMR electrical safety check,
- and in each such case shall so notify the Customer in the agreed file format.
- 15. For the avoidance of doubt:-
 - 15.1 any Meter inspection undertaken by National Grid pursuant to paragraph 13 will be performed to the same standard as that required to be performed by the Customer as registered Supplier to the Relevant I&C Meter Point; and
 - 15.2 upon each site visit to perform planned maintenance of an AMR Device and associated Accessories pursuant to paragraph 9 National Grid shall undertake an AMR electrical safety check.

Data Services

- 16. In respect of any Relevant I&C Meter Point at which an AMR Device is either:-
 - 16.1 installed by National Grid pursuant to an Installation Request by the Customer; or
 - 16.2 connected to National Grid Metering Equipment at an I&C Meter Point in respect of which the Customer has subsequently become the Supplier,

then, for so long as such AMR Device and associated Accessories remain so connected, that Customer may request National Grid to provide Data Services with respect to that I&C Meter Point ("Data Services Request").
- 17. A Data Services Request shall be made by the Customer in the agreed file format, specifying (inter alia):-
 - 17.1 the applicable Service Line;
 - 17.2 whether the AMR Alarms functionality is required and, if so, the required pre set levels; and
 - 17.3 where applicable, details of the End Consumer for whom access to the AMR Web Portal is to be enabled.
- 18. The Customer may elect by notice in writing to National Grid for deemed Data Services Requests, which shall be effective not earlier than 10 Working Days from receipt by

National Grid (and may subsequently be withdrawn by the Customer by not less than 10 Working Days notice in writing to National Grid) ("AMR Auto-Election").

19. Whenever an AMR Auto-Election is effective, with respect to each I&C Meter Point at which:-

19.1 National Grid Metering Equipment is located; and

19.2 an AMR Device previously installed by National Grid is connected; and

19.3 Data Services are active,

then a Data Services Request shall be deemed given by the Customer simultaneously with the Appointment by the Customer of National Grid as provider of Metering Services for that I&C Meter Point, unless prior to expiry of the Working Day immediately preceding the Appointment Date the Customer notifies National Grid in the agreed file format that it does not require Data Services for that I&C Meter Point.

20. Unless otherwise notified by the Customer to National Grid in the agreed file format not less than 5 Working Days prior to the Appointment Date, the applicable Service Line and other service information referred to in paragraph 17, associated with each deemed Data Services Request for each relevant I&C Meter Point, shall be that prevailing (if any) immediately prior to the Appointment Date by virtue of any activated Data Services Request from the previous Supplier.

21. National Grid shall activate the Data Services with respect to the Relevant I&C Meter Point upon and with effect from:-

21.1 in the case of an Installation Request which constitutes a Data Services Request as provided in paragraph 3, the start of the second Working Day after completion of the installation, commissioning and initiation works described in paragraph 6;

21.2 in the case of a Data Services Request issued pursuant to paragraph 17, the start of the second Working Day after receipt thereof (or, if later, the date the Customer becomes the Supplier to that Relevant I&C Meter Point); and

21.3 in the case of a deemed Data Services Request pursuant to an AMR Auto-Election, the Appointment Date.

22. With effect from activation of the Data Services, and in accordance with the applicable Service Line, National Grid shall provide to the Customer the Meter Reading Data from the Relevant I&C Meter Point in the manner, and at the frequency and intervals, as more particularly described in Annexes A and B, and in addition an AMR Opening Read, all of which shall be the subject of a quarterly report from National Grid to the Customer against the specified percentage data delivery KPI in Annex B, provided always that:-

- 22.1 prior to enabling the Customer's access to the AMR Web Portal with respect to that I&C Meter Point, National Grid reserves the right to update the Meter Reading Data displayed thereon so that the only data readings displayed are those for the period during which the Customer is registered as Supplier; and
- 22.2 prior to enabling an End Consumer's access to the AMR Web Portal with respect to that I&C Meter Point, National Grid reserves the right to update the Meter Reading Data displayed therein so that the only data readings displayed are those for the period during which the End Consumer is responsible for gas supplies attributable to that I&C Meter Point.
23. Upon request from the Customer, in the agreed file format, National Grid shall also provide historical Meter Reading Data from an AMR Device the subject of a Data Services Request, provided always that such data readings are for the period during which the Customer is registered as Supplier for the relevant I&C Meter Point.
24. The Customer may at any time, with respect to any Relevant I&C Meter Point, request National Grid to: -
- 24.1 change the applicable Service Line or other service information referred to in paragraph 17; or
- 24.2 enable or disable the End Consumer access to the AMR Web Portal; or
- 24.3 cease provision of Data Services,
- in each case in the agreed file format. Upon receipt of such request National Grid shall activate the same, in the case of paragraph 24.1 with effect from the start of the next following calendar month (or the calendar month after that where the next following calendar month is less than 7 Working Days after the date of such request), and in the case of paragraphs 24.2 and 24.3 as soon as reasonably practicable. For the avoidance of doubt, the Customer shall be deemed to have requested the cessation of Data Services pursuant to paragraph 24.3 upon service by the Customer of a De-Appointment Notice with respect to that Relevant I&C Meter Point.
25. Without prejudice to paragraph 26, the Customer shall forthwith notify National Grid in the agreed file format if, in respect of any I&C Meter Point at which Data Services are provided to it:-
- 25.1 it ceases to be the Supplier; or
- 25.2 an End Consumer to whom access to the AMR Web Portal is enabled ceases to be responsible for gas supplies attributable to such I&C Meter Point (in which case the Customer shall provide National Grid with details of the new End Consumer (if any)),

and in connection therewith the Customer shall indemnify and hold harmless National Grid from and against any claim from any person, firm or company arising out of the disclosure of Meter Reading Data from an I&C Meter Point to any person, firm or company who is not either the Supplier or the person responsible for gas supplies at that I&C Meter Point with respect to the period to which such Meter Reading Data relates.

26. Whether or not the Customer has requested a change to or cessation of Data Services pursuant to paragraph 24, National Grid reserves the right with respect to any I&C Meter Point to:-
 - 26.1 cease the provision of Data Services to the Customer (and remove the AMR Device and associated Accessories) upon becoming aware that the Customer is no longer the Supplier with respect to that I&C Meter Point; and/or
 - 26.2 disable access to the AMR Web Portal for any End Consumer upon becoming aware that such End Consumer is no longer responsible for gas supplies attributable to that I&C Meter Point.
27. Without prejudice to the foregoing provisions, National Grid may in addition cease provision of Data Services in the following circumstances:-
 - 27.1 in relation to an individual Relevant I&C Meter Point, upon removal of an AMR Device at such I&C Meter Point pursuant to a request from the Customer pursuant to paragraph 30; or
 - 27.2 in relation to an individual Relevant I&C Meter Point, upon removal of the relevant Meter at such I&C Meter Point (for whatever reason); or
 - 27.3 in relation to all Relevant I&C Meter Points, where in relation to any amount which has become due for payment by the Customer under this Schedule Ten (excluding for the avoidance of doubt amounts the subject of an Invoice Query which by virtue of Schedule Three, paragraph 4.2.2 have not become due for payment):-
 - 27.3.1 the Customer has not paid the amount in full by the 5th Working Day after the date for payment; and
 - 27.3.2 on or after the 5th Working Day after the date for payment National Grid has given notice to the Customer requiring payment of such amount; and
 - 27.3.3 the Customer has not paid such amount in full by the 5th Working Day after the date of National Grid's notice under Schedule Three, paragraph 4.2.2; or
 - 27.4 in relation to all Relevant I&C Meter Points, where the Customer is in material breach of any provision of this Schedule Ten which, if capable of remedy, has not been remedied by

the 10th Working Day after notice from National Grid to the Customer requiring the breach to be remedied,

and in each case National Grid shall send to the Customer a notification confirming the same.

AMR Successful Reads and Validation Routine

28. Prior to delivery to the Customer, each AMR Read (except AMR Opening Reads and AMR Ad Hoc Reads) will be subject to a validation routine undertaken by National Grid, and when delivered to the Customer each AMR Read shall be marked by National Grid to indicate whether it is within or outside of the tolerances set out in such methodology.
29. Where an AMR Read is not an AMR Successful Read because it is not successfully delivered to the Customer in accordance with the applicable Agreed Service Level, then notwithstanding that no AMR Read Charge is payable to National Grid pursuant to paragraph 36.1, National Grid shall nonetheless use all reasonable endeavours to deliver the applicable Meter Reading Data to the Customer as soon as reasonably practicable.

Removal of AMR Devices

30. Where the Customer requires the removal of any AMR Device and/or associated Accessories from an I&C Meter Point, it shall send a works request to National Grid and, subject to a risk assessment as required by paragraph 33 and subject always to paragraph 48, National Grid shall remove the AMR Device and associated Accessories.
31. Notwithstanding paragraph 30, National Grid reserves the right to remove an AMR Device and associated Accessories following cessation (for whatever reason) of provision of Data Services with respect thereto.
32. Following the removal of an AMR Device and associated Accessories, National Grid shall send to the Customer a notification confirming the same.

Risk Assessments

33. Before commencing any installation or removal of an AMR Device and/or associated Accessories, National Grid shall procure that a risk assessment is carried out by the relevant National Grid Personnel in accordance with the then current ASPCOP certification process.

Access

34. The Customer shall procure that, with respect to each I&C Meter Point the subject of an Installation Request or a Data Services Request or an AMR Auto-Election, it shall have obtained from the relevant End Consumer for the benefit of all National Grid Personnel all

necessary rights of access to the Industrial and Commercial Premises for the carrying out of the AMR Works and the performance of National Grid's obligations hereunder, and shall further procure that such rights of access are maintained at all relevant times until the removal by National Grid of the relevant AMR Device and associated Accessories.

35. On each occasion that, in exercise of its rights and obligations under this Schedule Ten, National Grid is denied access to Industrial and Commercial Premises, having made all reasonable efforts to liaise with the End Consumer with regard to the arranging of a mutually convenient appointment for a site visit, National Grid shall be entitled to require the Customer to pay to National Grid an AMR Visit Charge.

AMR Charges

36. In consideration of National Grid's obligations hereunder, and in respect of each calendar month, the Customer shall make the following payments to National Grid:-
- 36.1 for each I&C Meter Point in respect of which Data Services are provided, a payment calculated as the sum of all applicable AMR Read Charges (except AMR Ad Hoc Read Charges which shall be payable in accordance with paragraph 36.2 below) for each AMR Successful Read during that Billing Period;
- 36.2 for each AMR Ad Hoc Read, an AMR Ad Hoc Read Charge;
- 36.3 where the AMR Alarms functionality is provided:-
- 36.3.1 an AMR Alarms Initiation Charge upon each occasion when that functionality is initiated or changed at an I&C Meter Point pursuant to a Data Service Request; and
- 36.3.2 an AMR Alarms Delivery Charge for each message subsequently delivered to the Customer as part of that functionality;
- 36.4 an AMR Visit Charge in the circumstances described in paragraphs 12 and 35; and
- 36.5 an AMR Termination Charge where National Grid ceases to provide Data Services, but only where:-
- (a) the relevant AMR Device was either:-
- (i) installed by National Grid pursuant to an Installation Request from the Customer less than 60 months prior to the date of cessation; or
- (ii) the subject of a Data Services Request from the Customer where the date of cessation of Data Services occurs prior to the expiry of (1) 36 months after the date of the Data Services Request or, if earlier, (2) 84 months after the date of original installation of the AMR Device (save that, in the case of a deemed Data Services

Request from the Customer pursuant to an AMR Auto-Election, the provision of Data Services shall be disregarded for these purposes if the Customer has requested cessation of Data Services pursuant to paragraph 24.3 prior to expiry of 10 Working Days after the relevant Appointment Date); and

- (b) the Data Services cease to be provided to the Customer for some reason other than the De-Appointment of National Grid by the Customer with respect to the relevant I&C Meter Point by reason of either the Customer ceasing to be registered as Supplier or the End Consumer ceasing to require a supply of gas.
- 37. Save as provided in paragraphs 38 and 39, all AMR Read Charges shall be calculated on a “year of install” basis, with indexation in accordance with Annex C, by reference to the prevailing AMR Charges Statement and paragraphs 40 and 41.
 - 38. All AMR Alarms Charges and AMR Visit Charges shall be calculated on a “year of transaction” basis (for the avoidance of doubt by reference to the date of the initiation of the AMR Alarms functionality or message delivery, or date of site visit), by reference to the prevailing AMR Charges Statement and paragraphs 40 and 41.
 - 39. All AMR Termination Charges shall be calculated on a “year of service commencement” basis (for the avoidance of doubt whether pursuant to an Installation Request, a Data Services Request or an AMR Auto-Election), with indexation in accordance with Annex C, by reference to the prevailing AMR Charges Statement and paragraphs 40 and 41.
 - 40. The applicable AMR Charges Statement for periods up to and including 31 March 2014 shall be published by National Grid on or prior to the coming into force of this Schedule Ten, and for all subsequent periods commencing 1st April shall be published by National Grid on or prior to the immediately preceding 31st December, and for these purposes publication may at National Grid’s discretion be by way of communication solely to National Grid Customers.
 - 41. If National Grid fails to publish an AMR Charges Statement by the date specified in paragraph 39, then the AMR Charges then applicable shall continue to apply on and after 1 April until the date 3 months after the AMR Charges Statement is subsequently published.
 - 42. All AMR Charges shall be paid monthly in arrears in accordance with the provisions of Schedule Three.

Communications

- 43. Until such time as National Grid shall advise the Customer by not less than 3 months prior notice in writing, all agreed file formats and work requests referred to in this Schedule Ten shall be communicated by, and in the manner prescribed by, the Rainbow MAM Manual.

Primes and Subs

44. The Customer may submit an Installation Request or a Data Services Request in respect of any one or more I&C Meter Points comprised within a Sub-deduct Arrangement for which National Grid has been (or where expressly agreed by National Grid in writing, will be) appointed to provide Metering Services by another Supplier, provided always that:-
- (a) the Customer shall make any payments falling due in respect of such Installation Request or Data Services Request pursuant to paragraph 36; and
 - (b) prior to making such Installation Request or Data Services Request the Customer shall inform each such Supplier and/or (at the Customer's option) relevant End Consumer that National Grid (1) may need to disconnect any electrical equipment in connection with the installation of an AMR Device and (2) following installation of the AMR Device shall not reconnect any such electrical equipment so disconnected.

Ownership

45. It is agreed and acknowledged by the Parties that:
- 45.1 all Meter Reading Data from an AMR Device is owned by the relevant End Consumer, and accordingly the Customer undertakes and warrants to National Grid that at or prior to making any Data Services Request it shall have obtained that End Consumer's irrevocable consent to the utilisation of Meter Reading Data for the purposes of this Schedule Ten;
- 45.2 nothing in this Schedule Nine shall confer on the Customer or any End Consumer title to, or ownership of, any AMR Devices installed by National Grid pursuant to this Schedule Ten, each of which shall (unless otherwise determined by National Grid) be branded with "National Grid".

Bailment

46. The Parties hereby agree that, for the purposes of Condition 25 (Sale by National Grid of Off-Network National Grid Metering Equipment), all references to "Off-Network National Grid Metering Equipment" shall be deemed to include reference to all and any AMR Devices and associated Accessories owned by National Grid at the relevant time and connected to such Off-Network National Grid Metering Equipment.

Assignment by National Grid to National Grid Metering Limited

47. Notwithstanding the provisions of Condition 21 (Assignment), and upon not less than 3 months notice in writing from National Grid to the Customer, the Customer hereby agrees and consents to the transfer by National Grid of this Schedule Ten to its Affiliate National Grid Metering Limited with the intent and effect that, from such date as shall be specified

by National Grid in such notice, all rights and obligations of National Grid under this Schedule Ten (including in respect of all and any accrued breaches as at such date) shall become rights and obligations of National Grid Metering Limited.

Agreed Service Levels

48. In performing its obligations hereunder, National Grid undertakes to use all reasonable endeavours to meet the applicable Agreed Service Levels, but without limitation it is acknowledged by the Customer that National Grid's ability to perform such obligations and meet the applicable Agreed Service Levels is subject to:-
- 48.1 the Customer securing timely access for National Grid Personnel to the relevant Industrial and Commercial Premises in accordance with paragraph 34; and
- 48.2 National Grid obtaining all necessary information, permissions and cooperation from the End Consumer.

Conflict and Inconsistency

49. In the event of any conflict or inconsistency between the provisions of the above paragraphs of this Schedule Ten and the Annexes hereto, the former shall prevail.

ANNEX A

Data Services

Data Services Frequency
Daily Reads – Platinum/Copper
Platinum: Daily delivery of Daily Reads, including 30 min interval consumption data
Copper: Daily delivery of Daily Reads, including 60 min interval consumption data
Weekly Reads - Gold
Four deliveries per month of Daily Reads, including 60 min interval data
Fortnightly Reads - Silver
Two deliveries per month of Daily Reads
Monthly Reads - Bronze
Two deliveries per month of two meter readings only, relating to the middle and end of the month
Alarms
High/Low Limit Threshold per interval sent to Contact Number/address
High/Low Limit Threshold per day sent to Contact Number/address

ANNEX B

Agreed Service Levels

References to days in this Schedule Ten are to Working Days, and references to Monday – Friday exclude bank holidays.

Service Delivered	Service Level No later than
Provide and install an AMR asset (retrofit)	D+20
Change AMR function: Start Service	D+2
Change AMR function: Stop Service	D+2
Change AMR function: change Service Line (Effective on first calendar day of each month following request from the preceding month)	M-7
Change AMR Functions: Set up/Disable Alarms (Effective on first calendar day of each month following request from the preceding month)	M-7
Planned Maintenance	2 yearly
AMR Removal on request	D+12
Unplanned Maintenance (Faults)	D+12
Queries (to include site visit)	D+10
Web site set up	D+2
Data Delivery Time	Service Level No later than
Data Delivery	12.00 on D+1
Job outcome notification – (Mon –Fri)	17.00 on D+2
AMR Opening Reads (Post installation/Resynch)	17.00 on D+2
Delivery of Alarm message to Customer (T is the time of event that	T+60 minutes

triggers alarm)	
KPI – Data Delivery %	%
Percentage successful reads per calendar month	98

ANNEX C

Indexation Methodology

This Annex shall apply in respect of those charges and other amounts expressly stated in this Schedule Ten to be subject to adjustment in accordance with the indexation methodology.

The base values in respect of such charges will be adjusted annually with effect from each 1st April (for illustration, with respect to April 2012 values, so as to commence 1 April 2013 for financial year ending 31 March 2014) to take account of general price inflation. The index used will be the Retail Prices Index (all items) (RPI) with January 1987 = 100 base. The source of the RPI index shall be the monthly Office for National Statistics "Focus on Consumer Prices Indices".

The adjusted charge shall be calculated as follows:-

$$C_y = C_{y-1} + (C_{y-1} * RPI_y) \text{ rounded up or down to the nearest penny}$$

Where:-

C_y = the adjusted charge to be applicable in year Y

C_{y-1} = the charge applicable in the immediately preceding year Y-1

RPI_y = the percentage change (whether of a positive or a negative value) in the arithmetic average of the Retail Prices Index published or determined with respect to each of the six months from June to November (both inclusive) in year Y-1 and the arithmetic average of Retail Price Index numbers published or determined with respect to the same months in year Y-2

Y = the period of 12 calendar months ending on 31st March.

In the event that RPI ceases to be published or is not published in respect of any relevant month or it is not practicable to use RPI because of a material change in the method of compilation, indexation for the purposes of this Annex C shall be calculated by National Grid on a basis agreed with the Customer to reproduce the same economic effect between the Parties as if RPI has continued to be published in the manner current at the date hereof.