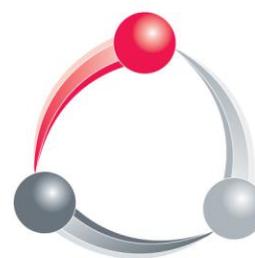


Terms and Conditions

Total Utility Connection Limited Standard Terms and Conditions



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Definitions

The Customer: The person or company whose name and address is shown in the Quotation.

The Quotation: The Quotation letter supplied with these conditions of contract.

The Works: The Works Total Utility Connections Limited will carry out as detailed in the Quotation.

The Agreement: These conditions of contract and the Quotation.

The Agreement Date: The date of acceptance of the Quotation.

The Agreed Contract Price: The total price payable to Total Utility Connections Limited for The Works as shown in The Quotation.

The Equipment: The Equipment or apparatus Total Utility Connections Limited will supply either directly or via their subcontractors as detailed in the Quotation.

1. The Quotation remains open for acceptance in writing for 45 calendar days, unless notified by Total Utility Connections in writing to the contrary, Total Utility Connections reserves the right to amend or withdraw the Quotation at any time prior to the Customer accepting it.
2. The Customer will provide Total Utility Connections with all the facilities reasonably necessary to enable it to complete the Works in the most economical manner. The Customer shall pay Total Utility Connections such reasonable additional costs that may result in default of this.
3. Where any changes to The Works are required, Total Utility Connections shall notify the customer of any additional costs, work will not proceed until acceptance of variation has been received.
4. The Customer will grant any wayleaves or easements required over his property, provide and install ducts for on site road crossings and for service pipes or pipe entry and agree service terminations in a position acceptable to Total Utility Connections and the adopting Network Owner. In addition they will provide and install service tubes from the back of the footpath to the premises to which the connections are required terminating where possible below external meter cabinets.
5. At no cost to Total Utility Connections the Customer will be responsible for carrying out, all on site trenching for gas mains and services, and for backfilling the trench once Total Utility Connections has laid and covered the pipe, for reinstatement. The Customer is to expose the gas main at the service connection point and provide a 600mm x 600mm excavation below the external meter cabinet where the service duct terminates.
6. The Customer will carry out the site work specified in the Site Information & Customer Requirements document and will also be responsible for all building costs associated with the supply intake, and meter cabinets.
7. The Customer will provide meter reading facilities, in a position acceptable to Total Utility Connections. Where this is achieved by installing standard external meter cabinets, Total Utility Connections will provide these at no charge to the Customer. Where a Customer is unable to provide external meter reading facilities, additional charges will be made.

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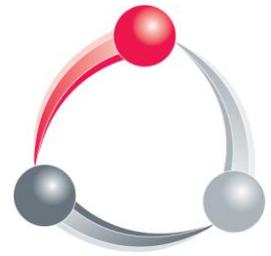
Registered office address:

27 Downlands Way, Rumney, Cardiff, CF3 3BY

Company Registration Number: 07655073

VAT Number: 113680828

Terms and Conditions
Total Utility Connection Limited
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8. The Quotation is subject to The Customer obtaining all necessary wayleaves and consents for carrying out the Works. If alternative arrangements are necessary they are likely to have a significant impact on costs. The Quotation assumes all plant and equipment will be placed in public highway or land owned or controlled by the Customer who will provide all necessary wayleaves and consents free of charge. The Customer will pay the full cost of obtaining any necessary wayleaves and/or consents from third parties (including wayleave damage claims) in addition to the Agreed Contract Price provided that where these have a significant impact on the overall cost the Customer shall be entitled to terminate the contract upon written notice to Total Utility Connections. In the event of termination the Customer shall pay Total Utility Connections' reasonable charges for the work done or committed and materials purchased prior thereto and reimburse any costs or expense incurred or committed by Total Utility Connections in obtaining any wayleaves and consents.
9. It is assumed that Total Utility Connections will carry out all Works during normal working hours. There will be an additional charge for any overtime working at the Customer's request.
10. The Quotation is based on material and labour costs prevailing at the Agreement Date. Total Utility Connections shall have the right to vary the Agreed Contract Price in accordance with any variations in the material or labour costs subsequent to the Agreement Date (unless otherwise stated in the Quotation) upon submitting written details of the additional cost to the Customer.
11. Unless otherwise agreed Total Utility Connections requires full payment upon acceptance of the Works. All other arrangements will be subject to agreement in writing with Total Utility Connections.
12. Total Utility Connections shall have no liability to the Customer for any loss of profit, revenue, business, savings, (anticipated or otherwise) or any other form of economic loss resulting from or arising out of any construction issues.
13. The Customer acknowledges and confirms that it does not enter into the Agreement in reliance on any oral representation, warranty or undertaking not fully reflected in the terms of the Agreement and that no amendment, modification or substitution to the Agreement shall be effective unless executed in writing by both parties.
14. The Equipment shall remain the property of Total Utility Connections. The Customer shall protect the Equipment from any damage or interference between delivery to the site and completion of the Works and shall indemnify Total Utility Connections for any loss or damage to the Equipment during such period.
15. The Quotation is net of all Allowances due, and no further payments are applicable. Allowances have been calculated on the basis of the Equipment specified in the Quotation, the capacity agreed for the development and the site layout provided by the Customer. The Allowances may be recalculated to reflect any alteration to such matters and the Customer will pay and additional costs incurred to Total Utility Connections.

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Continued



16. The Quotation includes the cost of connection to the upstream network as notified by such PGT to Total Utility Connections. Where the upstream PGT renders additional charges for these works Total Utility Connections will invoice the customer for such charges.
17. This Quotation is based on the understanding that the Works will not be undertaken on contaminated land. Where contaminated land is found by or advised to Total Utility Connections additional charges will be rendered to the Customer.
18. In the event of a cancellation Total Utility Connections shall be entitled to receive:
 - (i) Payment of all instalments due on the effective date of termination:
 - (ii) Reimbursement for all costs and expenses reasonably incurred by Total Utility Connections in respect of all work performed under the Contract and not forming part of a completed Stage Payment period at the effective date of termination:
 - (iv) Any cost or expense incurred or for which Total Utility Connections is liable and is unable lawfully or contractually to avoid or recover from third parties in connection with any contracts placed in connection with the Contract (insofar as these have not already been paid by the Company) including without limitation, forfeited deposits and cancellation fees: and
 - (v) Any and all costs reasonably incurred or expended in the restoration and/or reinstatement of land or buildings and removal of plant apparatus and equipment which in the reasonable opinion of Total Utility Connections is necessary as a result of the termination of the Contact taking into contractual commitments.
19. This Quotation is based on the understanding that the asset value rebate is claimed by the customer within a period of two years from the date of the associated properties meter installation.

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