

# Standard Conditions of Contract for the Installation of Gas Supply

- 1** These conditions shall be the standard terms of agreement between Gas Networks Ireland, and the applicant for the laying of pipes and other installations necessary for the supplying of gas, (hereinafter called "the customer"). Gas Networks Ireland, a private limited company, incorporated in Ireland with registered number 555744 and having its registered office at Gasworks Road, Cork.
- 2** **Period of tender:** This tender (which expression shall include "quotation" and estimate, as used herein) is conditional on acceptance in writing by the customer within thirty days of the date thereof and upon completion of work within three months thereof.
- 3** **Cancellation by Gas Networks Ireland:** Gas Networks Ireland reserve the right, subject only to its statutory obligations, to cancel this estimate and any contract resulting therefrom without any liability if it is subsequently found at the sole discretion of Gas Networks Ireland that it is not reasonably practicable or economical to provide the necessary gas supply.
- 4** **Additional work and variations:**
  - (a) Any additional work not covered by our specification will be subject to a separate estimate or payment on a time and material basis.
  - (b) Upon the customer placing an order in respect of this quotation, Gas Networks Ireland cannot accept cancellation of any purpose-made items, and without prejudice to all other rights or Gas Networks Ireland, the customer will be responsible for payment for such items.
  - (c) This tender is based on wage rates for work done during the recognised work hours of Gas Networks Ireland. Extra will be charged for any work authorised by the customer, his/her architect, or other agent, which is carried out outside such working hours.
- 5** **Works and fees not covered in the tender:** This tender covers the items of the specification only and unless otherwise expressly stated, does not include any of the following (for whatever purpose they may be required), viz, ancillary works required to be carried out by other trades; supply and use of access or lifting equipment; fuel, water, gas or electric current, lighting, fees of Surveyor, insurance inspectors, or any other inspecting Authority; the maintenance or permanent reinstatement of any part of any trench excavated on private ground for the laying of mains and /or services.
- 6** **Payment of accounts:** Payment of all outstanding invoices shall be rendered within 28 days of date of invoice. Overdue accounts shall be subject to an interest payment at a rate of 2% per month, or part thereof.
- 7** **Discounts:** All quotations are strictly nett and do not provide for any discount unless otherwise expressly stated.
- 8** **Price fluctuation:** This tender is based on the market prices and rates of materials, labour, sub-contract and transport ruling at the date of the tender. Gas Networks Ireland reserve the right to amend the tender price and rates to meet any variations in these prices and rates due to legislation, Government Orders, Regulations or directions, changes in the National Agreement covering wages and conditions in the industry, increases in material costs or any other cause beyond its control occurring subsequent to the date of the estimate.
- 9** **Commencement of work:** The work will be commenced as soon as possible but liability cannot be accepted for any delay due to circumstances beyond the control of Gas Networks Ireland.
- 10** **Use of sub-contractors:** Gas Networks Ireland reserve the right to employ sub-contractors to carry out the whole or part of the work.
- 11** **Estimates to Local Authorities:** When requested by a Local Authority this estimate is subject to the condition, that, if it is accepted, Gas Networks Ireland will be nominated by the Authority's Architect as the sub-contractors to supply and fix the specified materials and/or to execute on the site the specified work.
- 12** **Materials:** All materials delivered to or stored upon the Customer's premises for use in the installation, both fixed or unfixed are at the sole risk of the Customer and if any materials are destroyed, damaged or stolen, Gas Networks Ireland will be entitled to full payment for those materials and also for any installation damaged or destroyed, the cost of replacing such materials and of reinstating or restoring any installation provided that you shall not be responsible for any loss to the extent that it is caused by our negligence.
- 13** **Fire risk exemption:** Notwithstanding anything contained Clauses 12 hereof, the customer shall be solely responsible for all loss or damage to the contract work arising from fire, howsoever caused, including unfixed materials on site for the purpose of carrying out the contract work, and shall indemnify Gas Networks Ireland.
- 14** **Guarantee:** Gas Networks Ireland will repair or at its option, replace free of charge, any materials or work found to be defective, if the defect is due to faulty manufacture or bad workmanship and is brought to its attention within twelve months of the completion of the work provided nevertheless that Gas Networks Ireland:
  - (a) Shall not be liable for any consequential loss or damage caused directly or indirectly by any defect or otherwise.
  - (b) Shall not be liable for any loss or damage direct or indirect, nor for any extra work entailed due to the apparatus being put into operation by the customer or by Gas Networks Ireland at his/her request before it is handed over for beneficial use.
  - (c) Accept no responsibility for any drawing, design or specification not prepared by Gas Networks Ireland.

This guarantee is in addition to and not in substitution for any rights the customer may have at law.
- 15** **Drawings:** Unless expressly stated drawings submitted with this tender shall not be binding as to detail.
- 16** **Third party liability:** Gas Networks Ireland shall not be liable for any claim whether brought against the customer or against Gas Networks Ireland either under any Statute or Common law by any person arising from any cause other than Gas Networks Ireland negligence or that of its employees and the customer shall indemnify Gas Networks Ireland against any such claim and the costs of any legal proceedings.
- 17** **Compliance with law and government regulations:** Acceptances of this tender constitutes a warranty and representation by the customer that he/she has complied with ever applicable Statute, direction, bye law, or other lawful requirement or instruction, whether of the Government or of an Local Authority or other lawful authority and in particular, that the customer has lawfully obtained every necessary license, permit or authority that may be required in connection with the work.
- 18** **Completion and delivery:** Gas Networks Ireland shall make every effort to complete the work within the time stated but Gas Networks Ireland shall not be liable for delays due to strikes, lock-outs or other causes beyond Gas Networks Ireland control.
- 19** **Wayleaves:** The customer shall grant to Gas Networks Ireland any necessary wayleaves and licences and preserve the title of Gas Networks Ireland to any mains or pipes installed by it on the property of other persons.
- 20** The rights and obligations of Gas Networks Ireland under this agreement are exercised and carried out by Gas Networks Ireland pursuant to and in accordance with law and approved by the Commission for Energy Regulation. Once the installation has been completed and you have been connected to natural gas the Gas Networks Ireland Conditions for Gas Users at Non-Daily Metered (NDM) Offtake Points, attached to these Conditions, will supersede these Conditions and will govern our relationship for so long as the Premises remains connected to the gas network. If you are a Local Authority you will ensure that the resident at the Premises is furnished with a copy of the Gas Networks Ireland Terms and Conditions for Gas Users at Non-Daily Metered (NDM) Offtake Points, attached to these Conditions, and that the resident is advised that those conditions will supersede these Conditions and will govern our relationship with the resident for so long as the Premises remains connected to the gas network.