

**Detailed Analysis Study Application Form –
For Customer Connections**

Please complete all blank fields in this Detailed Analysis Study Application Form (“Form”) and sign to accept the Cadent Terms and Conditions (“Terms and Conditions”), which can be found attached to this form. Please do not amend the Schedule.

Please note that this Form and the Terms and Conditions shall be read together and both documents constitute the entire agreement between the Customer and Cadent for the Detailed Analysis Study (“DAS”) as described at a high level in the Schedule and in more detail in the document *Detailed Analysis Study – Exit Connections*, located at: <https://cadentgas.com/nggdwsdev/media/Downloads/igt/DAS-Brochure.pdf>

This Form is an “Order” for the purposes of Condition 2 of the Terms and Conditions. Terms used as defined terms in this Form will have the same meanings given to them in the Terms and Conditions unless the context otherwise requires.

Customer Specific Information

Please populate this section with the details of the Customer. Where unrelated please populated with N/A

Name of Customer:	
If Customer is a Business Registered at Companies House. Insert Registration Number of Business:	
Customer's Business Address - If Registered at Companies House, also provide this registered address:	
Customer's Representative - Insert name of representative:	
Address for Customer (including postcode):	
Contact Email Address & Telephone Number for the Customer:	
Customer's Invoicing Address and Contact Name (if different from above):	
Customer Representative: <i>(Name of Customer Representative)</i>	

Project Specific information

Please populate this section with details of the Connection Request you are proposing. Where unrelated please populated with N/A.

<p>Previous Cadent Reference Numbers: <i>E.g. Quotations and Land Enquiries, if applicable</i></p>	
<p>Services and Deliverables: As set out in the Schedule and the document DAS - Exit Connections.</p>	
<p>Site Address (including postcode):</p>	
<p>Site Locations: <i>Grid co-ordinates. (If multiple connection points please list all here). Maximum connection point for a single DAS document is 3</i></p>	
<p>Maps: <i>Maps showing the connection point/s, the parent main diameter and material.</i></p>	<p>Has this information been included with your request – <i>Please circle applicable response:</i> Yes / No</p>
<p>Land Ownership Details: <i>Any detail on ownership of the land surrounding the proposed site.</i></p>	
<p>Type of development: <i>Domestic, Commercial, Industrial</i></p>	
<p>Number of proposed buildings:</p>	
<p>CSAQ Capacity load (kWh): <i>If multiple loads are required, list all here. Maximum loads point for a single DAS document is 3</i></p>	
<p>Supply Hourly Quantity (kW): <i>If multiple loads are required, list all here. Maximum loads point for a single DAS document is 3</i></p>	
<p>Pressure required at connection point (mbar): <i>E.g NP14 pressures or Elevated pressures. If multiple pressures are required, the maximum is 2 per a single DAS</i></p>	
<p>Phased Loading: <i>Domestic, commercial or industrial loads. Including hourly and annual peak</i></p>	
<p>Authorised Users: <i>Any entity which will be entitled to use the DAS Report for the purposes of Condition 10</i></p>	
<p>Extra information you would like to provide:</p>	

Additional Site Information:

This will enable us to provide you with options for connections which meet your demand profile.

Table 1

To identify the proposed profile of the gas use, it is necessary to understand the time(s) of day and year at which the gas demand is required and whether the demand varies from this level at the other key times / conditions of the day and year				
Please complete the following boxes as is appropriate for the demand				
Period	Peak demand	Off Peak demand	Peak demand	Low demand
January – March	06:00 – 10:00	10:00 – 16:00	16:00 – 22:00	22:00 – 06:00
April – June				
July – September				
October – December				

PLEASE NOTE: The DAS is representative of Cadent’s gas network at the time the DAS is undertaken and does not serve to guarantee capacity, or as a contract for performance of Connection Works or Reinforcement Works. A contract for Connection Works and/or Reinforcement Works shall only be formed if the Customer places an Order on the basis of a quotation provided by Cadent to the Customer (“Quotation”) and that Order is accepted by Cadent.

Next Steps:

- Upon receipt of this Form, if accepted by Cadent, we will issue an invoice to you for 100% of the Contract Sum due for the completion of the DAS.
- Upon receipt of payment of the invoice, we will commence work on the DAS.
- We will aim to issue a Report to you within 30 Working Days of receipt of payment.
- In the Report, you will receive up to three offers of a free Quotation. You may choose to order Connection Works and or Reinforcement Works pursuant to one of these Quotations without incurring the usual quotation charge. This offer of a free Quotation shall be valid for 21 days from receipt of the offer. Should none of the proposed connection options be suitable, you may proceed by applying for a Quotation for alternative connection options. Please note that only Quotations offered as part of the Report will be issued at no additional cost to the Customer and Quotations for alternative connection points will incur the usual Quotation charge.

Acceptance of Terms and Conditions

Your full completion and submission of this Form including signed acceptance page shall constitute your full acknowledgement and acceptance of the Terms and Conditions for the DAS and your confirmation that you are applying for a DAS and agree to pay the Contract Sum.

Once you have completed the Form please sign and return the entire form via email to DASreq@cadentgas.com, or post a hard copy of the whole pack to:

Cadent Gas Limited
Pilot Way
Ansty Park
Coventry
CV7 9JU

If you have any further questions please contact:-

DASreq@cadentgas.com

**Signed for and on behalf of
Cadent**

Signed:

Name: David Moon

Position: Director of Asset Management

**Signed for and on behalf of
The CUSTOMER**

Signed

Name

Position

Date

SCHEDULE RELATING TO THE DETAILED ANALYSIS STUDY APPLICATION FORM

1. In this Schedule the following definitions shall apply:

“Design Works” the preparation of designs to facilitate the potential construction of reinforcement apparatus to enable a new connection at the Proposed Supply Point Premises; and

“Proposed Supply Point Premises” the site address specified on the Form.

2. Cadent will:

(a) carry out the Design Works;

(b) carry out a Detailed Analysis Study Report in regards to the proposed Connection Request examining the scope of work required and the estimated cost of the Connection Works and/or Reinforcement Works where applicable;

(c) if applicable, provide to the Customer up to three Quotations detailing the charges for Cadent to construct apparatus as required by the Design Works,

together the “Services” and “Deliverables” (as applicable) for the purposes of the Terms and Conditions.

3. The Contract Sum is £1850.00 (one thousand eight hundred and fifty pounds) exclusive of VAT.

4. The Customer will pay to Cadent the Contract Sum in accordance with the Terms and Conditions.

DETAILED ANALYSIS STUDY TERMS AND CONDITIONS

The Customer's attention is particularly drawn to the exclusions and limitations of liability at Condition 8 (Liability).

1. INTERPRETATION

In these Conditions:

1.1 unless inconsistent with the context or otherwise specified, the following definitions will apply:

"Affiliates" in respect of a person, its Parent Undertakings, its Subsidiary Undertakings and the Subsidiary Undertakings of any of its Parent Undertakings from time to time ("Parent Undertaking" and "Subsidiary Undertaking" having the meanings set out in section 1162 Companies Act 2006).

"Applicable Laws" means all applicable laws, regulations, regulatory requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time;

"Authorised Users" shall mean the users specified on the Order;

"Cadent" "us" or "we" shall mean Cadent Gas Limited (Company No 10080864).

"Cadent Representative" the representative of Cadent for the purposes of this Agreement, as notified by Cadent to the Customer in writing from time to time;

"Completion Date" shall mean the target date upon which Cadent shall provide the Detailed Analysis Study Report to the Customer, being 30 days following Cadent's receipt of payment of the Contract Sum from the Customer.

"Conditions" shall mean these standard terms and conditions as varied in accordance with Condition 14.3 (Entire Agreement and Variation).

"Confidential Information" the Cadent Confidential Information and Customer Confidential Information.

"Connected System Point" or "CSP" shall mean a pipeline or system of pipes that is not in the ownership of Cadent, but which are connected to the Cadent System that are used to convey gas to premises.

"Connection Request" shall mean a request from the Customer to connect the Proposed Supply Point Premises to Cadent's network.

"Connection Works" shall mean the works Cadent may undertake to directly connect the Proposed Supply Point Premises to Cadent's networks, or to connect pipes laid by the Customer, or the Customer's nominated GIRS accredited Utility Infrastructure Provider, to connect the Proposed Supply Point Premises to Cadent's network.

"Contract Sum" shall mean as defined in the Schedule.

"Contract Term" shall mean as defined in Condition 6.1.

"Customer" shall mean the entity identified as such on the Order.

“Customer Representative” shall mean the representative of the Customer identified as such on the Order.

“Default” shall mean any breach by Cadent of its obligations under this Agreement, any default, act, omission, negligence or statement by Cadent, its employees, agents or sub-contractors arising out of or in connection with this Agreement and in respect of which Cadent may be legally liable to the Customer.

“Deliverables” the deliverables (if any) set out in the Order, which, in respect of the Detailed Analysis Study Report Application Form, includes the Detailed Analysis Study Report.

“Detailed Analysis Study” or **“DAS”** shall mean the work undertaken by Cadent to prepare a Report pursuant to this Agreement.

“Detailed Analysis Study Report” or **“Report”** shall mean the Report issued by Cadent as a product of the Detailed Analysis Study.

“Detailed Analysis Study Report Application Form” or **“Form”** shall mean the document entitled Detailed Analysis Study Report Application Form as supplied by Cadent to the Customer;

“Dispute” shall mean any significant difference of view which has not or cannot be resolved by discussion between the Parties relating to the interpretation of the Agreement.

“Due Date” shall mean as defined in Condition 5.5

“Insolvency Event” shall mean any step taken under the Insolvency Act 1986 or under any other legislation, or the Party's own constitution, or any agreement that is entered into with any creditor which indicates a likelihood of that Party's insolvency, including: (i) in respect of administration, that that Party takes any step or any other person takes any step or action in connection with the appointment of an administrator in respect of it; and (ii) in respect of a voluntary arrangement, that Party proposes a company voluntary arrangement.

“Intellectual Property Rights” all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how, registered trademarks, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

“Order” the Customer's order for the supply of goods and services by Cadent, which must be completed and signed by the Customer and set out in the form of the Detailed Analysis Study Report Application Form;

“Order Acknowledgement” Cadent's written acceptance of an Order, including by way of signature on the Order.

“Party” shall mean either Cadent or the Customer.

“Payment Date” shall mean as defined in Condition 5.1.

“Project Specific Information” shall mean the information provided on the Order within the section headed “Project Specific Information”.

“Proposed Supply Point Premises” as set out on the Order.

“Quotation” shall mean a quotation provided by Cadent to the Customer setting out the cost and related service specific terms for Cadent to construct Connection Works or Reinforcement Works as established by the Design Works.

“Reinforcement Works” or “Reinforcement” shall mean offsite works Cadent may undertake to provide capacity for the Customer to be able to undertake their Connection Request.

“Services” the services set out in the Order.

- 1.2 any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them; and
- 1.3 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time; and
- 1.4 references to “in writing” or “written” include facsimile and e-mail but not other methods of electronic messaging.

2. CONTRACT FORMATION

- 2.1 The Order constitutes an offer by the Customer to purchase Deliverables and Services from Cadent on these Conditions. A contract for the supply of Deliverables and Services by Cadent to the Customer on these Conditions will be formed when Cadent accepts the Order by issuing an Order Acknowledgement to the Customer (each an “Agreement”). For the avoidance of doubt, Cadent is under no obligation to accept any Order.
- 2.2 These Conditions are the only terms and conditions on which Cadent will supply the Services and Deliverables to the Customer and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Agreement) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 2.3 The Customer’s completion and submission of the Order including signed acceptance page will be deemed conclusive evidence of the Customer’s acceptance of these Conditions.

3. OBLIGATIONS OF CADENT

- 3.1 Cadent warrants that the Services shall be undertaken with reasonable care and skill and in accordance with standards of engineering practice.
- 3.2 Cadent shall use reasonable endeavours to ensure provide the Services and the Deliverables within the estimated timescales set out in the Order but time will not be of the essence in relation to Cadent’s obligations under the Agreement. Any performance dates given by Cadent are estimates only.

- 3.3 Without prejudice to Condition 3.2, Cadent shall have no liability whatsoever for any failure to meet any timescales set out in any Order (or where applicable any extended date agreed by the Parties) if such failure is the result of an act or omission of the Customer, its employees or agents and Cadent shall be entitled to charge the Customer for any additional work required to be carried out as a result of such act or omission on a time and materials basis at Cadent's standard rates at the relevant time.
- 3.4 Cadent shall keep confidential and shall not disclose to any third party any information provided by the Customer in connection with the negotiation or performance of the Agreement or which relates to the Customer or the business of the Customer ("Customer Confidential Information"), provided that this restriction shall not apply:-
- (a) to any information which at the time of disclosure is in the public domain or thereafter becomes part of the public domain otherwise than as a consequence of a breach by Cadent of its obligations under this Condition 3.4;
 - (b) to any information that Cadent is required to reveal in accordance with applicable law or any regulatory requirement;
 - (c) to information disclosed to persons professionally engaged by Cadent, provided that Cadent shall procure that such persons are bound by a similar confidentiality undertaking prior to any disclosure being made; or
 - (d) to information which at the time of disclosure to Cadent is trivial or by its nature immaterial.
- 3.5 Nothing in this Agreement shall confer on the Customer any right or entitlement in respect of the transportation or availability of gas.

4. CUSTOMER OBLIGATIONS

- 4.1 The Customer shall promptly provide such information as Cadent may reasonably require for the proper completion of the Services.
- 4.2 The Customer shall ensure that such information as it provides under Condition 4.1 is accurate and may be relied on by Cadent in connection with the performance of its obligations under this Agreement.
- 4.3 The Customer shall keep confidential and shall not disclose to any third party any information provided by Cadent in connection with the negotiation or performance of this Agreement or which relates to the Cadent or the business of the Cadent ("Cadent Confidential Information"), provided that this restriction shall not apply:-
- (a) to any information which at the time of disclosure is in the public domain or thereafter becomes part of the public domain otherwise than as a consequence of a breach by the Customer of its obligations under this Condition 4.3;
 - (b) to any information that the Customer is required to reveal in accordance with applicable law or any regulatory requirement; or
 - (c) to information disclosed to persons professionally engaged by the Customer, and any developer and end user or consumer of the Proposed Supply Point Premises, provided that the Customer shall procure that such persons are bound by a similar confidentiality undertaking prior to any disclosure being made.

- 4.4 The Customer represents and warrants that it has the right and authority to disclose the Customer Specific Information to Cadent and agrees that the Customer Specific Information and such other information as it provides under Condition 4.1 is accurate and may be relied on by Cadent (including its employees, officers, directors and consultants, advisers or agents who shall all be made aware of this confidentiality obligation provided that such consultants, advisers or agents not being Cadent employees, officers or directors, shall be required to be bound by a similar confidentiality undertaking).
- 4.5 The Customer will notify Cadent within 24 hours of any discussions, negotiations or proposals with any of its creditors in relation to a debt or debts owed to any of them or any discussions relating to the Customer's insolvency.

5. PAYMENT

- 5.1 Cadent shall be entitled to invoice the Customer for the Contract Sum on the date of this Agreement.
- 5.2 The Customer shall pay Cadent the Contract Sum within thirty (30) days after the date of the applicable invoice (the "Payment Date").
- 5.3 In addition to the amounts under Conditions 5.1 and 5.2, Cadent may, subject to prior notification, invoice the Customer for all additional costs incurred by Cadent as a result of:
- (a) changes agreed by the Parties in accordance with Condition 14.3 (Entire Agreement and Variation);
 - (b) errors in information provided by the Customer; and/or
 - (c) alterations or additions made by the Customer to the information provided to Cadent throughout the duration of the Agreement.
- 5.4 In the event that Condition 5.3 applies and without prejudice to Condition 3.2, the Customer shall not unreasonably withhold its agreement to any request by Cadent to extend the Completion Date.
- 5.5 The Customer shall pay the sums specified in Condition 5.3 within fourteen (14) days of the date of Cadent's invoice for the same (the "Due Date").
- 5.6 Should the Customer fail to make payment on the Payment Date or Due Date (as applicable) for payment of any sum due hereunder, interest thereon shall accrue at the base lending rate of Barclays Bank plc (or its successor) in London for sterling applicable from time to time plus three (3) percent and compounded annually from the date when such payment is due until the date the same is made.
- 5.7 Without prejudice to Condition 5.6, in the event any amount invoiced under Conditions 5.1 or 5.3 remains unpaid twenty (20) days after the Payment Date or the Due Date (as applicable) Cadent may, after 7 Working Days written prior notification to the Customer and without prejudice to any other of its termination or remedial rights, suspend work on the Services pending receipt of such payment.
- 5.8 In the event of any suspension pursuant to Condition 5.6, the Customer shall, notwithstanding any other provision of this Agreement and in addition to all other amounts due, indemnify Cadent for all unavoidable costs and expenses reasonably incurred by Cadent arising from the suspension, (including deposits, standby payments, forfeitures, cancellation and demobilisation and remobilisation fees).

5.9 In addition to the sums payable in accordance with Conditions 5.2 and 5.5 the Customer shall pay Cadent an additional amount equal to any Value Added Tax attributable to such sums on receipt of a proper tax invoice.

6. DURATION OF AGREEMENT AND TERMINATION

6.1 The Agreement shall commence on the date of the Order Acknowledgement and shall (unless terminated in accordance with this Condition 6) terminate automatically without notice upon delivery of the Quotation to the Company (the “Contract Term”).

6.2 Either Party may terminate this Agreement on giving written notice to the other if:-

- (a) the other Party commits a material breach of its obligations under this Agreement which is incapable of remedy or, if capable of remedy, has not been remedied within twenty-eight (28) days of the receipt by the other Party of written notice demanding remedy of the breach; or
- (b) the other Party is deemed to be unable to pay its debts (within the meaning contained in Condition 123 of the Insolvency Act 1986) or any Insolvency Event occurs with respect to that Party.

Condition 6.2(a) will not apply to any failure by you to make any payment due to us under the Agreement on or before the due date. Condition 6.3 will apply instead to any such failure.

6.3 Notwithstanding Condition 6.2, Cadent may terminate the Agreement by giving not less than thirty (30) days’ written notice to that effect to you if you fail to make any payment due to us under the Agreement on or before the date on which the relevant payment falls due in accordance with this Agreement.

6.4 In the event any government or governmental supranational state agency or regulatory body shall:-

- (i) rule or direct that the Agreement (or any part thereof) should not be performed by Cadent; or
- (ii) institute, threaten or thereafter take any action, suit or investigation to restrain, prohibit or otherwise challenge the rights or obligations contemplated by the Agreement; or
- (iii) thereafter to take any other action as a result of or in anticipation of the implementation of the Agreement which would have adverse effects on the rights of the parties hereto,

Cadent may suspend its performance of the Services and the Parties shall immediately commence negotiations in good faith with a view to agreeing provisions, actions and measures which, as far as reasonably practicable, retain the economic and commercial effect of the rights and obligations set out in the Agreement.

6.5 In the event that Condition 6.4 applies and either:

- (i) Cadent and the Customer cannot reach agreement in accordance with Condition 6.4; or
- (ii) no provision, action or measure can be reasonably taken in accordance with Condition 6.4,

then either Party may terminate this Agreement upon ninety (90) days' notice or such other period as may be reasonably agreed by both Parties and which in any event shall be as soon as reasonably practicable.

7. CONSEQUENCES OF TERMINATION

7.1 Upon termination or expiry of this Agreement:

7.1.1 any sums owing to Cadent shall become due and payable immediately by the Customer upon demand by Cadent;

7.1.2 within ninety (90) days after the date of expiry or termination of the Agreement each Party will, subject to the exception set out in Condition 7.2:

7.1.2.1 if requested to do so, return to the other Party all of the other Party's Confidential Information (including all copies and extracts) in its possession or control; and

7.1.2.2 cease to use the other party's Confidential Information.

7.2 Each Party may retain any of the other Party's Confidential Information which it has to keep to comply with any applicable law or which it is required to retain for insurance, accounting or taxation purposes, and, in relation to Customer Confidential Information, Cadent may retain any Customer Confidential Information that forms part of the Detailed Analysis Study Report. The provisions of Conditions 3.4 and 4.3 will continue to apply to retained Confidential Information.

7.3 The termination of this Agreement shall be without prejudice to the rights and remedies of the parties that may have accrued up to the date of termination.

7.4 Conditions 1, 3.4, 4.3, 5.2, 5.5, 5.6, 5.9, 8, 9, 10, 13, 14 and 17 and any other Conditions which expressly or impliedly continue to have effect after expiry or termination of the Agreement will survive termination of this Agreement.

8. LIABILITY

8.1 Your attention is particularly drawn to this Condition.

8.2 Subject to Condition 8.4, Cadent shall not be liable for:

8.2.1 any loss or damage sustained or incurred by the Customer resulting from the preparation and completion of the Quotation; or

8.2.2 any indirect or consequential loss, loss of profits, loss of contract, revenue loss or loss of anticipated savings, however caused and whether arising in contract, tort (including negligence) or otherwise and whether foreseeable or not.

8.3 Subject to Condition 8.4, the maximum aggregate liability of Cadent to the Customer whether in contract, tort (including negligence) or otherwise for any loss or damage however arising suffered by the Customer as a result of any Default shall be limited to the Contract Sum.

8.4 The Customer acknowledges that the level of the Contract Sum has been calculated on the basis that Cadent's liability will be limited in accordance with this Condition 8. The Customer may by written notice request Cadent to agree a higher limit of liability provided Cadent is able to obtain insurance cover therefor and the Customer will pay any additional

premiums incurred by Cadent as a result of Cadent obtaining such insurance upon the Customer's request.

8.5 Nothing in this Condition shall limit or exclude the liability of Cadent in respect of any death or personal injury caused by the negligence of Cadent or its employees or any other losses that cannot be excluded by law.

8.6 Subject to Condition 8.4, all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded from this Agreement.

9. FORCE MAJEURE

Neither Party shall be liable to the other for any delay or failure by that Party in performing its obligations under this Agreement where such delay or failure is caused by events beyond the reasonable control of that Party.

10. INTELLECTUAL PROPERTY

Nothing in this Agreement will operate to transfer to the Customer or to grant to the Customer any licence or other right to use any of Cadent's Intellectual Property Rights, save that the Customer and its Authorised Users may use Cadent's Intellectual Property Rights in the Deliverables and Services solely to the extent necessary to use and copy (but not modify or otherwise deal with) the Deliverables and Services for the purpose for which they were supplied.

11. VARIATION AND WAIVER

11.1 This Agreement shall not be varied or amended without the prior written agreement of both Parties.

11.2 Neither Party shall be deemed to have waived its rights under this Agreement unless it has specifically agreed by notice in writing to the other Party to such waiver.

12. ASSIGNMENT AND SUB-LICENSING

12.1 The Customer will not assign, license, sub-contract or otherwise transfer its liabilities, rights and obligations under this Agreement without the prior written consent of Cadent (such consent not to be unreasonably withheld).

12.2 Cadent will be entitled to assign, license, sub-contract or otherwise transfer all or any of its liabilities, rights and obligations under this Agreement without the consent of the Customer.

13. SEVERABILITY

If any Condition of this Agreement is found to be void or otherwise unenforceable for any reason, it will be deemed to be omitted from this Agreement the validity and/or enforceability of the other provisions of this Agreement shall not in any way be affected.

14. ENTIRE AGREEMENT AND WAIVER

14.1 The Agreement (which shall include these Conditions, the Order and the Order Acknowledgement) is the entire agreement between the Parties relating to the subject matter of the Agreement and supersedes all previous communications, representations and arrangements, written or oral.

- 14.2 The Customer acknowledges that no reliance is placed on any representation or statement made by or on behalf of Cadent that is not expressly set out in the Agreement.
- 14.3 A delay in exercising or failure to exercise a right or remedy under or in connection with this Agreement will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 14.4 Nothing in this Condition 14 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

15. NOTICES

- 15.1 Any notice given pursuant to this Agreement by either Party to the other must be given in writing and may be served by receipted personal delivery or by recorded delivery or registered post to the registered office of the other Party or such other address as may from time to time have been notified in writing to the other Party in accordance with this Condition.
- 15.2 Every such notice shall be deemed to have been served:
- 15.2.1 upon delivery, if delivered to or left at the relevant address of the other Party, at the time of delivery; or
 - 15.2.2 if sent by recorded delivery or registered post, at the expiration of two (2) Working Days after despatch to the relevant address of the Party.
- 15.3 Every such notice shall be marked for the attention of the Customer Representative or Cadent Representative (as applicable) and, in respect of notices to Cadent, with a copy to DASreq@cadentgas.com.

16. THIRD PARTIES

The Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement and the provisions of the said Act are hereby expressly excluded from this Agreement.

17. LAW AND DISPUTES

- 17.1 The Agreement and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 17.2 Without prejudice to Condition 17.3, in the event of a dispute between the Parties concerning any aspect of this Agreement the dispute shall be referred to the Cadent Representative and the Customer Representative for resolution, who shall negotiate in good faith in an attempt to resolve the dispute as soon as reasonably practicable. If the Cadent Representative and the Customer Representative are unable to resolve the dispute within thirty (30) days, either Party may refer the dispute to the courts for resolution.
- 17.3 Either Party may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.

17.4 Subject to Conditions 17.2 and 17.3, the courts of England and Wales shall have exclusive jurisdiction to determine and dispute arising out of or in connection with the Agreement (including any non-contractual obligations).

18. EXCLUSIONS

Cadent makes no representation or warranty as to the accuracy or completeness of the Deliverables and, without prejudice to Condition 3.1 of this Agreement, has no liability arising out of or in relation to any such study report or from any representation or statement contained in such report or other related document. Nothing in this Condition 18 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

19. PREVENTION OF CORRUPTION AND BRIBERY

19.1 The Customer represents and undertakes to Cadent that the Customer, (including its engaged contractors) and their sub-contractors or agents, its and their Affiliates, employees, officers, agents and shareholders, have not committed and shall not commit or omit to do, any act that shall cause or lead the other Party or any of its Affiliates to be in breach of the Bribery Act 2010 and/or the policies referred to in Condition 19.4.2.

19.2 Without prejudice to Cadent's other rights and remedies, the Customer shall indemnify Cadent in full and on demand against all losses, liabilities, costs, claims and expenses incurred directly or indirectly by Cadent as a result of the performance of any breach of Condition 19.1 by the Customer, or its contractors, or any of its or their Affiliates, employees, officers, agents or shareholders, in connection with the Agreement.

19.3 The Customer will comply with all applicable laws, statutes, regulations, and codes relating to:

19.3.1 anti-bribery and anti-corruption including the Bribery Act 2010 ("Relevant Requirements"); and

19.3.2 slavery, servitude, forced or compulsory labour or human trafficking including the Modern Slavery Act 2015 ("Anti-Slavery Laws").

19.4 Without prejudice to the other provisions of this Condition 19, the Customer shall ensure that:

19.4.1 all of the Customer's personnel, agents and contractors are fully aware of Cadent's policies on anti-bribery and anti-corruption notified in writing to the Customer from time to time by Cadent and that all of the Customer's personnel and contractors and agents (of whatever tier) are engaged upon terms which contain provisions in relation to prevention of bribery and corruption which are no less onerous than this Condition 17; and

19.4.2 it has and shall maintain in place throughout the currency of the Agreement, its own policies and procedures to ensure compliance with:

19.4.2.1 the Relevant Requirements;

19.4.2.2 Cadent's policies on anti-bribery and anti-corruption; and

19.4.2.3 Anti-Slavery Laws,

and will enforce them where appropriate.

20. DATA

20.1 The Parties do not anticipate that either Party will be processing personal data for which the other Party is the controller. If either Party becomes aware that this is not the case then it will notify the other Party without undue delay and the parties will enter into a data processing agreement in accordance with Data Protection Legislation.

20.2 For the purposes of Condition 20.1:

20.2.1 Data Protection Legislation shall mean all Applicable Laws relating to data protection, the processing of personal data and privacy, including: (i) the Data Protection Act 2018; (ii) the General Data Protection Regulation (EU) 2016/679; (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (iv) any amendment, replacement or re-enactment for the time being in force;

20.2.2 personal data, controller and processor shall have the meaning set out in Data Protection Legislation.