

TERMS AND CONDITIONS OF USE

By using the Click/Dial Before You Dig service provided by Guernsey Electricity Limited (GEL), I agree to the terms and conditions of use set out below.

- (1) I understand and accept that, whilst GEL has provided the record(s) of the area I have requested and any additional information in good faith and to the best of its knowledge and belief, the record(s) and any additional information may not be entirely accurate and that I will therefore not rely on them without safely proving the cable locations on site prior to using any ground penetrating or extraction equipment.
- (2) I understand and accept that, whilst every care is taken to provide accurate record(s) and information, GEL is unable to guarantee that its cables, electric lines, electrical plant and associated equipment have not been disturbed since they were laid and recorded. The record(s) and any additional information supplied by GEL does not preclude the possibility that unrecorded cables, electric lines, electrical plant or associated equipment exist.
- (3) I understand and accept that cover over the cables (particularly on private property) may have been removed without GEL's knowledge and that it is essential that the record(s) and any additional information supplied by GEL is confirmed by careful exposure BY HAND before commencing any excavations. I further understand and accept that mechanical equipment should not be used until any cables have been exposed.
- (4) I understand and accept that the standard depths at which cables are laid are:-

Low Voltage (including services)	450 mm
11kV High Voltage	750 mm
33kV Extra High Voltage	1066 mm;

and that, since 1995, GEL has been laying some cables directly in the ground using trenchless technology. I understand and accept that such cables will have been laid at the relevant cover depth above and that where this has occurred, there will be no tiles or marker tape over the cables. I further understand and accept that the record(s) and any additional information supplied by GEL indicate, so far as is possible, where trenchless technology has been used.

- (5) I confirm that I will ensure that any works undertaken by myself or any contractor on my behalf, including excavation or other ground penetrating works will be done in accordance with GEL's Code of Practice - The Avoidance of Danger from Electrical Cables and the Health and Safety Executive booklet - Avoiding Danger from Underground Services, both of which are available from GEL's website or upon request.
- (6) I understand and accept that the record(s) and any additional information supplied by GEL relate only to network cabling, electric lines, electrical plant and associated equipment owned by GEL.
- (7) I understand and accept that it is my and/or my contractor's responsibility to correctly and accurately interpret and prove on site the record(s) and any additional information supplied by GEL before commencing any excavations.
- (8) I confirm that I will contact GEL's Investment, Planning and Design Team on 241915 before commencing any excavations if I believe that a cable is not adequately dimensioned or I have reason to believe the record(s) and any additional information supplied by GEL to be wrong.

- (9) I confirm that, if there is a delay in the commencement of my works, I will contact GEL's Investment, Planning and Design Team on 241915 to check the current position as additional cables may have been laid subsequent to my initial enquiry.
- (10) I confirm that, if the movement of cables is unavoidable, I will immediately notify GEL so that repositioning is correctly authorised and recorded. Similarly, if cables are not located where they have been indicated, I confirm that I will notify GEL immediately.
- (11) I agree that, in view of the above stated limitations of the record(s) and any additional information supplied by GEL, GEL, its officers, employees, agents, contractors and subcontractors shall have no liability of any kind in respect of any claims howsoever arising from any inaccuracies or incompleteness of the record(s) or any additional information supplied.
- (12) I agree that GEL, its officers, employees, agents, contractors and subcontractors will not be held liable, to the fullest extent permissible by law, for any claims, losses or expenses incurred in respect of damage to cables, electric lines, electrical plant and associated equipment owned by GEL or for any personal injury, death or any damage to property or any consequential losses including but not limited to loss of profit or revenue, as a result of any error or omission in the record(s) and any additional information supplied by GEL. I agree to indemnify GEL against any claims, losses or expenses arising from my breach of this condition.
- (13) I understand and accept that I am ultimately responsible for the cost of repairing or replacing any damage to any cable, electric line, electrical plant and associated equipment owned by GEL that I cause and/or is caused by any third party (including my contractor), notwithstanding the fact that the record(s) and any additional information supplied by GEL may subsequently prove to be inaccurate.
- (14) I confirm that I will ensure that any third party undertaking excavation or other ground penetrating works on my behalf has read and has agreed in writing to these terms and conditions and that they are aware of the above stated limitations of the record(s) and any additional information supplied by GEL.
- (15) I confirm that the record(s) and any additional information supplied by GEL will not be retained for a period greater than 2 months, after which time I confirm that I shall consider such record(s) and any additional information to be out of date.
- (16) I understand and accept that GEL owns the copyright in the record(s) and any additional information supplied by GEL and I confirm that I shall ensure that it is not used, disclosed to any third party or incorporated in any other material without the prior written consent of GEL.
- (17) I confirm that I shall not share the record(s) and any additional information supplied by GEL with any third party who has not been made aware of and agreed to these terms and conditions. I agree to indemnify GEL against any claims, losses or expenses arising from my breach of this condition.