### Your Reference Number :





Wales & West House Spooner Close Celtic Springs Coedkernew Newport NP10 8FZ

www.wwutilities.co.uk

# QUOTATION VALID UNTIL

10.05.2021

Date Network Contact Telephone Fax

: 09.02.2021

#### **Quotation Letter**

Re: 81, Church Street, Tewkesbury, Gloucestershire, GL20 5RX

I am pleased to provide you with a Quotation and a plan for the works you requested in accordance with Terms and Conditions attached to this quotation. This Quotation is valid for 90 calendar days unless the quotation is withdrawn before the end of this period.

It is important that you read this quotation and let us know of any issues within 10 working days. If we are advised of any issue after this time we will raise and provide a new quotation from the date of the notification of the change.

# If you wish to proceed with this quotation:

- Make full payment to us (see the acceptance form in this pack for details of how you can pay)
- \* Payment is also available via our secure online portal at <a href="https://www.www.wwutilities.co.uk/payment">www.www.wwutilities.co.uk/payment</a>

You will be asked to agree to additional terms and conditions for use of the site, enter our reference number 46153508 and your personal security code which is **7450** for this quotation.

A signed acceptance form is only required if the cost is greater than £3,000 or if we have issued a free of charge quotation. Where the cost is less than £3,000 (excluding VAT), payment constitutes acceptance of our terms and conditions and there is no need to send the Acceptance form.

\* Provide consents as indicated in the consents / easements section of this quotation

You should note that by making payment and accepting the online terms and conditions, you are entering into a legally binding contract between yourself and Wales & West Utilities. Please ensure that you have read and understood this quotation and the accompanying documents, including the relevant terms and conditions.

You have the right to cancel this contract within 10 days of receipt of Acceptance. If you do so, we will refund your payment in full.

It may be possible to obtain an alternative quotation from other Gas Transporters or Utility Infrastructure providers (UIPs) for the provision of this work. A list of registered UIPs can be obtained from the Lloyds Register website by visiting <a href="www.lr.org">www.lr.org</a> and searching GIRS.

We look forward to receiving your Quotation Acceptance form and payment. If you have any queries, please do not hesitate to contact **Rebecca Goddard** on **02920 278567** who will be happy to assist you.

Any information you provide as part of this application process for our services will only be used in accordance with our privacy notice statement which can be found on our website www.wwutilities.co.uk. Alternatively a paper copy can be provided to you on your request by contacting our Data protection Officer at DataProtection@wwutilities.co.uk



# Quotation

Based on the information you have provided the following section details the work that we are proposing to do, followed by a breakdown of the costs involved:

# Description of Works

Connect off the existing 8" SI LP main.

Lay approximately 2m public, Terminate internally, Cellar Entry

Wales & West Utilities will excavate and reinstate in the public land.

The edge of the meter box must be sited a minimum of 0.18 m from any opening into the property such as operable windows, doors, airbricks, balanced flues or similar breaches in the structure and 0.33 m from any electrical equipment.

We will lay the gas supply by the most cost effective, efficient and least disruptive means available, dependent on site conditions. This may involve either an open trench or where possible the utilisation of trenchless techniques. Where we are required to undertake any excavation, the trench shall be for the sole use of our pipe only and we will not excavate deeper or wider for the installation of any other utilities or ducts

The Construction, Design and Management Regulations (CDM) 2015 include construction work for domestic clients. We will assume the key duties of the Principal Designer and the Principal Contractor where the work at your property is just to install a new gas supply or alter an existing gas supply. If our works are part of a larger project at your property, please advise who is taking on these roles upon acceptance of this quotation. This may be your builder or your architect.

# Works to be completed by the customer

It is the customer's responsibility to contact a shipper of their choice to arrange for the installation of a suitable meter. In addition, All Outlet works, including its testing and purging, are the responsibility of the end user. The outlet works can be completed by a Gas Safe Register Engineer. For a local engineer please see http://www.gassaferegister.co.uk/

It is the customer's responsibility to contact a qualified electrician to install the Main Equipotential Bonding (Electrical Cross Bonding) Wire on the consumer side of the meter. It should be within 600mm of the meter outlet where the meter is situated inside the building. For meters located in meter boxes the bonding should preferably be inside the building as near to the point of entry as possible.

It is the customer's responsibility to confirm with their local authority that the termination type in this quotation is acceptable for the listed building. Wales & West Utilities would require written confirmation upon acceptance.

For the Below Ground Entry the customer must arrange for a qualified tradesman to complete the building works necessary to allow Wales & West Utilities to complete the installation of the pipe work. Under no circumstances will Wales & West Utilities be responsible for excavation within a property to facilitate this method of entry. The below ground entry method cannot be used if the building has suspended or rafted floors.

Prior to commencement of works the proposed service route must be cleared of all skips, scaffolding and obstructions.

Costing Details	Net (£)	VAT (£)
New Supply Charge (FULL VAT)		
Total Cost Excluding VAT (£)		
Total VAT (£)		
Total cost Including VAT (£)		

24 hour gas escape number Rhif 24 awr os bydd nwy yn gollwng

0800 111 999\*



VAT will be payable at the applicable rate and this rate may be subject to change during the validity period of this quotation.

WALES & WEST UTILITIES MAY BE ABLE TO PROVIDE FUNDING TO CONNECT YOUR <u>EXISTING</u> DOMESTIC PROPERTY TO THE GAS MAINS NETWORK UNDER OUR WARM HOME ASSISTANCE SCHEME. ADDITIONALLY, OUR PARTNERS MAY BE ABLE TO GIVE GRANTS TOWARDS HEATING AND INSULATION MEASURES. WE HAVE INCLUDED A BROCHURE IF YOUR REQUEST RELATES TO AN <u>EXISTING</u> DOMESTIC PROPERTY.

# Additional Information - You may need the Emergency Control Valve (ECV) information below when you request a meter installation from a gas supplier.

Pressure at Emergency Control Valve (ECV)	Low Pressure			
ECV Size	3/4" BS746			
Meter Housing Details (if appropriate)	None - Internal			
Hourly and Annual Loads	Hourly (kW)	60	Annual (kWh)	16,500

If a Built-in Meter Box is shown above you must collect and install it at your cost before our work begins.

# Consent / Easements Details (where applicable):

We require consents from land owners and building owners in the following circumstances:

Where pipe is laid in land not in your ownership (other than public highway)

Where a meter box is installed on a building not in your ownership

Where a meter box is installed which overhangs land not in your ownership (other than public highway)

Where an above ground pipe is installed on a building not in your ownership

If any of the above applies, please let us know and we will provide the appropriate consent documentation. It will be your responsibility to obtain consents from the third parties.

If we will incur costs in securing the consents to cross third party land, this quotation will be subject to a variation.

# **Engineering Difficulties:**

If provided, the engineering difficulties listed below have been provided by you on the application form:

Grade 2 listed building Cellar Entry 2 way traffic control

It has been identified that the works are taking place on a Grade Listed building. The customer must obtain consent from the local conservation officer for these works to take place.

It has been identified that the works are taking place on a Grade Listed building. The customer must obtain consent from the local conservation officer for these works to take place.

If due to width restrictions on the public highway, a formal Road Closure may be required. The Traffic Management Act 2004 states that the Highway Authority will require 90 days advance notice of the Road Closure.

No other engineering difficulties have been identified during this automated process, however if it transpires that this is not that case then the quotation may be subject to variation or withdrawal. It is the customer's responsibility to inform Wales & West Utilities of any known difficulties or constraints that may impede or prevent the installation of the proposed gas supply.

### Special Site Conditions:

No known site anomalies have been specified by the requestor at this stage. If it is discovered that this is not the case then the quotation may be subject to variation or withdrawal.

Are you aware that you may be entitled to funding towards the cost of your quotation? For more information please

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see the "Welcome to a Warmer Home" brochure enclosed with your quotation.

If you accept this quotation, you are confirming that the basis on which this quotation has been calculated is correct. The box below sets out the basis on which the quotations is calculated.

# Bases on which this quotation has been produced:

It has been assumed that the indicated meter position is acceptable and conforms to current codes of practice and health and safety legislation.

If any of the above is incorrect, please advise us as soon as possible so that we can re-quote for the works and minimise any possible delay to the works being carrried out.

If later we decide that the quotation needs to be amended because one or more of the bases are incorrect, we will provide you with a variation to the work quoted, which we will **need to agree with you before work can start or continue**. If we cannot agree a change with you, then we will need to withdraw the quotation.



# **Our Charges Explained for A New Gas Supply**

Customers often ask us what costs are included in their quotation for a new gas supply. This note is designed to explain what you are paying for in more detail.

Like most businesses, we use "standard charges" for high volume activities which are similar in nature. This allows us to keep our costs down as it avoids us designing bespoke quotes for every property as this would be far more costly.

# Standard Charges for Single Domestic Connections

A Discount! - Where the boundary of a property is within 23 metres of an existing gas main, our regulator OFGEM (office of gas and electricity markets) requires us to fund the cost of the connection to the gas main in the road and provide the first 10m of pipe laid in public land free of charge.

This means that whilst it costs us an average of £1,500 to lay a new service, the discount is worth £1000 as the work on public land is more expensive. Our standard charges are as follows:-

\*\* Cost for laying pipe up to 10m on public land (road/pavement etc.) and 20m on private land (garden, drive etc.)\*\*

Wales & West Utilities to dig out and make good trenches	Customer to dig out and make good trenches	Properties with no private land i.e. terraced properties
£596	£387	£329

For full details of the eligability criteria for these prices, please refer to our published Standard Charges document.

Where standard charges do not apply, a bespoke quotation cost shall be calculated. VAT is applied at the appropriate rate.

Our costs include the following where relevant:-

- Wages for our engineering teams who carry out the work
- Materials such as sand, stone, tarmac, concrete etc. to make good the holes to a good standard
- Equipment hire such as traffic lights and excavators
- Costs of running fully equipped vehicles, tax, insurance etc
- Office staff costs associated with generating the quotation, scheduling the work, site visits etc.
- Costs of supervision and management safety
- Costs levied by the local highways authority for working on traffic sensitive roads

Extra Help! - We currently offer a "Warm Homes Assistance" scheme where eligible households can receive funding towards the cost of the gas supply to an existing domestic property. To receive a grant towards the cost you must meet one of the following criteria:-

- You live in an area chosen for support by the Government
- You receive a certain means-tested benefit (one which depends on your income) and meet conditions set set by the Government
- Your home has a high heating cost and you have a low income, which meet conditions set by the Government

If you meet any of these qualifying criteria please complete the assessment form that will arrive with your quotation – please note the eligibility criteria's are subject to change.



# Accessibility

Do you need a copy of this Quotation in a different format to suit your needs?

If Yes then please speak to our Connections Customer Service team on Freephone 0800 0726 814

If you are Deaf or hearing impaired and have a Minicom or Text Phone you can use it to call our Customer Services team on 02920 278 707.

# Further help and advice

We publish a Customer Service Charter. This provides you with lots of useful information about the level of service you can expect from us as well as safety advice, how you can access grants and other support, and where things go wrong, how to complain. The Customer Service Charter can be downloaded from our website following the links

http://www.wwutilities.co.uk/media/2558/wales-west-utilities-customer-service-charter-english.pdf

We also have a Welsh version

http://www.wwutilities.co.uk/media/2559/wales-west-utilities-customer-service-charter-welsh.pdf or just give us a call and we can email it to you or put one in the post.

# Complaints

If you are dissatisfied with the service you have received then please contact the person detailed on this Quotation. If they cannot resolve your issue within 24 hours then we will escalate to a formal complaint which will be dealt with under our Complaints handling procedure.

If you wish to speak to the Complaint team directly then their contact details are:

Freephone 0800 2946 645



# **ACCEPTANCE FORM**

Your Reference Number :				
A signed acceptance form is only required if the cost is greater than £3,000 or if we have issued a free of charge quotation. Where the cost is less than £3,000 (excluding VAT), payment constitutes acceptance of our terms and conditions and there is no need to send the Acceptance form.				
Please return completed form to:				
Work Delivery Acceptance Team, Wales & West Utilities Ltd, Spooner Close, Coedkernew, Newport, NP10 8FZ				
Alternatively you can Fax your acceptance to 02920 278586				
Site Address: 81, Church Street, Tewkesbury, Gloucestershire, GL20 5RX				
Quotation Date: 09.02.2021 Valid Until: 10.05.2021				
We accept your quotation and Terms and Conditions attached to this quotation, Quotation Reference sum of (including VAT at applicable rate) for the works as detailed in the Quotation.				
Please tick the box to confirm that the site is ready for works to commence				
If the site is not ready please state the earliest date the site will be available for work to commence on://				
For and on behalf of:				
Signed				
Please Print Name				
Position (if applicable)				
Date				
I enclose payment in full for the work and am paying by:				
Via WWU Secure Online Payment Portal: www.wwutilities.co.uk/payment Reminder: Your Personal Security Code is 7450 for this quotation				
Bank Transfer (payable to Wales & West Utilities Ltd): Account No. 30718874, Sort Code 20-00-00 Please use our reference as the BACS payment reference. We are unable to process payment without a signed acceptance. Please use the Online Payment Portal if you do not wish to send a signed acceptance.				
Cheque (made payable to Wales & West Utilities Ltd). Please write our reference number on the back of the cheque				
Card Payment (please compete the attached card Payment form)				
Via Telephone on 02920 278991 - This number is only for making credit card payments by telephone as an alternative to the online facility. Work cannot be progressed until your signed acceptance has been received.				

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Fuel Poor Voucher - As per the Terms and Conditions of (Warm Wales / Warm Front)

# **CREDIT / DEBIT CARD PAYMENT FORM**



Our Reference Number		Send Completed Form To:
Site Address:  81 Church Street Tewkesbury Gloucestershire GL20 5RX		Work Delivery Acceptance Team Wales & West Utilities Ltd. Spooner Close Coedkernew Newport NP10 8FZ Fax: 02920 278586  Please complete the following form ensuring all information provided is correct. This will allow Wales & West Utilities to process your payment.
Name on Card		
Cardholder Billing Address	2	
(If different to Site Address)		
	*	
Telephone Number		
Type of Card:	Visa	
(Please Tick)	MasterCard	
	Delta	
	Switch/Maestro	
Please note Wales & West Utilities do	not accept American Express,	Visa Electron or Diners Club cards
Credit/Debit Card Number		
Expiry date (mm/yy)		Treat as confidential
Valid from (Switch/Maestro/Solo Only)	/	when complete
Issue No (if applicable)		
Amount being paid (£)		
CVV (Mandatory)		
Cardholders' Signature		
Date		
The CVV (Card Verification Value) is a signature strip of your debit/credit card.	three digit number printed on .	the

Do not send payment details via email as this is not a secure method

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0800 111 999\*



# TERMS AND CONDITIONS FOR THE INSTALLATION OF A GAS INFRASTRUCTURE TO A SINGLE PREMISE OR DEVELOPMENT OF UP TO FOUR PREMISES OR PROJECTS LESS THAN £25,000 CONTRACT SUM. DATE: 25 May 2018

The contract (the "Contract") is made when Wales & West Utilities Ltd ("We/Us") receive (i) a request from the customer ("You/Your") of a quotation from Us for the installation of a new gas service pipe, fully completed as described in our booklet entitled "Information about a new gas connection (For Homes)" (the "Quotation") and (ii) payment in full for the Works (as defined below) (together the "Acceptance"). The Contract consists of the Quotation, the Acceptance and the following terms and conditions.

#### THE WORKS

- 1.1 We will carry out the following works (as necessary) (the "Works"):
  - (a) design, install, test, commission and connect to our gas network a service pipe suitable for the premises specified in the Quotation
  - (b) supply and fit a meter box (other than a built-in meter box) or an internal entry at the Premises;
  - (c) permanent reinstatement of drives, paths and other surfaces disturbed during the Works;
  - (d) carry out any other works included in the Quotation; and/or
  - (e) supply all necessary materials for these works.
- 1.2 Where changes to the Works are required, Clause 6.1 and 7.2 will apply.

### 2. EXCLUSIONS

- 2.1 The following activities are not included in the Works:
  - (a) the fitting of a built-in meter box, which must be carried out by You prior to commencement of the Works if You have indicated to Us that the You wish to have a built-in meter box;
  - (b) the supply or fitting of the meter installation;
  - (c) the matching of any permanent reinstatement of drives, paths and other surfaces to the existing surface, colour or materials;
  - (d) the reinstatement of fences, walls, landscaping, drainage or special surface finishes of any kind;
  - (e) the replacement of any plants that are damaged or destroyed;
  - any work (including cross bonding) on the outlet side of the meter;
  - the lifting of carpets, floorboards or chasing out of walls or floors and the like; and
  - the making good of plasterwork, cosmetic surfaces, decorative finishes, and the like other than damage caused by our negligent or defective workmanship in which shall be made good by Us at no additional cost to You.

#### 3. LIABILITIES

- 3.1 We do not seek to exclude or limit our liability if something We do negligently causes death or personal injury.
- 3.2 For the avoidance of doubt nothing in these terms and conditions affects Your statutory rights.
- 3.3 In respect of all other loss or damage other than death personal injury or damage to property suffered by You under this Contract, where the cause of the loss or damage is our fault or negligence our liability shall not be more than the amount You have paid Us under Clause 7.1 less any amount paid by Us to You under the compensation scheme relating to our Standards of Service as that apply from time to time or, in relation to damage to property only, a maximum of one million pounds (£1,000,000).
- 3.4 Under no circumstances do We accept liability for business loss (which includes by way of example loss of contracts, loss of profits, loss of revenue, or loss of anticipated savings in expenditure or increased costs of work) as a result of our breach of the Contract or our negligence.

### 4. TIME SCALES

### 4.1 We will:

- (a) begin works as agreed with You once We receive a valid Acceptance and payment in full;
- (b) We may not be able to start works until relevant notices that We are required to give to the Highway Authority or other third parties have been given;
- (c) normally carry out the works between the hours of 08.00 and 17.00 on our normal working days. Where works are those described in Clauses 1.1 (b) or (c) the works may be carried out up to 20.00 hours on normal working days; and
- having started the Works, complete the Works without undue delay (normally within 2 working days) unless delayed or prevented from doing so by events or circumstances beyond our control when We will be entitled to either reasonable additional time or in severe circumstances to terminate the Contract, and if We terminate the Contract under this Clause 4.1(d), We will refund to You all payments made by You under this Contract less reasonable costs incurred.

### 5. INFORMATION AND ACCESS

### 5.1 You shall:

- (a) provide accurate information in the request for a Quotation and in the Acceptance;
- (b) obtain any necessary consents for the service pipe to cross land or property not belonging to the You (other than public highways). We will on request provide without charge an acceptable consent form. Before undertaking the works, You must provide to Us evidence that the necessary written consents have been obtained;
- provide access as necessary to the Premises and third party property and the area for the Works; and
- ensure any built-in meter box has been fully installed prior to commencement of the Works if You have indicated to Us that the You wish to have a built-in meter box.



#### 5.2 We will assume:

- (a) that the service pipe will not cross third party land (other than a public highway and land for which consents have been obtained by You in accordance 5.1 (b));
- (b) that the service pipe can follow, without any obstruction and without crossing bridges, tunnels or other such similar civil engineering works, the shortest direct route from the Premises to a relevant main immediately adjacent to those Premises;
- that, unless You indicate to the contrary, the Premises does not form part of a multi-storey property e.g. apartments;
- that the Works do not form part of a request for an increased load;
- in the event that You indicate to Us that You will carry out excavation works prior to Us arriving at the Premises, that such excavations works will be carried out in accordance with the Quotation; and
- the location of the end of the service pipe as requested by You complies with all relevant laws and regulations.
- 5.3 When We arrive at the Premises, We shall carry out an inspection to confirm, so far as practicable, that the information set out in Clause 5.2 and the information provided by You is correct before carrying out the Works. In the event that the information is not correct, and You did not draw this to Our attention at the time of submitting the Acceptance, then We shall be entitled to terminate the Contract immediately and will refund You any part of the payment made which has not been reasonably incurred by Us in relation to the Works at the time of termination.
- In the event that You fail to comply with any part of Clauses 5.1(b) to (d), then We shall be entitled to terminate the Contract immediately and will refund You any part of the payment made which has not been reasonably incurred by Us in relation to the Works at the time of termination.

#### **VARIATIONS**

If following a site visit (if We think one is necessary) or an inspection mentioned in Clause 5.3, We consider that changes are required to the Works and/or the price of the Works as set out in the Quotation, such changes shall be deemed to be Additional Work and Clause 7.2 shall apply.

#### PAYMENT

- 7.1 You shall make payment (including VAT when applicable) in full with the Acceptance.
- 7.2 In the event that additional work is necessary to complete the Works ("Additional Work") either due to:
  - (a) an event which could not reasonably be expected to have happened;
  - You altering the requirements that you originally set out in the Quotation; or in the Acceptance; or
  - You provided incorrect or incomplete information then We shall be entitled to make additional charges ("Additional Charges") to You in respect of the Additional Work. We will explain to You the purpose and content of the Additional Works. We will agree the Additional Charges with You before the Additional Work is carried out but will still remain responsible to You for carrying out the Works. The Additional Charges will be the additional cost to Us (plus VAT where applicable) incurred as a result of carrying out the Additional Work. You must make payment for the Additional Charges within 30 days of the date of the invoice. If You fail to agree to the Additional Charges, We shall not be obliged to carry out the Additional Work, nor complete the Works, and You shall be deemed to have terminated the Contract. The provisions of Clause 9.1 below shall then apply.

#### DATA PROTECTION

- 8.1 In this Clause "Data Protection Legislation" means the Data Protection Act 2018 (as amended), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), and all other data protection laws, regulations, codes of practice and statutory instruments as may be in force in the United Kingdom from time to time including, from 25 May 2018, the General Data Protection Regulation.
- 8.2 To the extent that We are acting as a Data Controller and/or Data Processor (as defined in Data Protection Legislation) We will comply with all applicable requirements of the Data Protection Legislation.
- 8.3 When processing Personal Data (as defined in Data Protection Legislation) We shall have in place appropriate technical and organisational measures to protect such Personal Data processed by Us against unauthorised or unlawful processing and against accidental loss, destruction, or damage.
- 8.4 When processing Personal Data We will do so solely in order to meet its obligations under this Contract.
- If we engage a sub-contractor to complete any Works under this contract we shall imposes obligations on the sub-contractor that are substantially the same as the obligations imposed on Us under Clause 8.3 and 8.4.
- 8.6 Any Personal Data that We be processed in accordance with our Privacy Notice which can be found at www.wwutilities.co.uk/Legal.

# TERMINATION

- 9.1 You may terminate this Contract at any time by giving at least one full working days' notice but must pay to Us all costs (including VAT when applicable) reasonably to be expected to be incurred by Us up to the point of termination or as a result of Your termination, except where the Contract is terminated because of our breach of the Contract.
- 9.2 We may terminate the Contract immediately if the information given by You is incorrect and significantly affects the Quotation. We will refund to You any part of the payment made which has not been spent or committed on the Works at the time of termination.
- 9.3 We may terminate the Contract for the reasons set out 4.1 (d) or 5.3.
- 9.4 By giving five (5) working days' notice in writing if Substantial Completion of all the Works (including those of the Works comprised in Stages (which have not begun) has not occurred within two hundred and forty (240) calendar days (or such longer period as we may both agree in writing) of the date of the Quotation. We will refund to You any part of the payment made which has not been spent or committed on to the Works at the time of termination.

# 10. USE OF CONTRACTORS

10.1 We may sub-contract the whole or any part of the Works but will still remain responsible to you for the carrying out of the Works.

# 11. WARRANTY

11.1 We guarantee that the Works will be fit for their purpose and free from defect (except if such defects arise from improper treatment or use of them by You or those visiting Your Premises or improper operation) for one year from when the Works are finished.



#### 12. OWNERSHIP

- 12.1 The service pipe shall at all times belong to Us.
- 12.2 The meter box shall at all times belong to You and You will be responsible for its maintenance.

### 13. CONFLICT, NOTICES AND JURISDICTION

- 13.1 If there is or appears to be any conflict or ambiguity between the Quotation and these terms and conditions, the Quotation will take precedence.
- 13.2 Any notice must be served by prepaid post or fax by Us or You at the relevant address shown on the Quotation.
- 13.3 The Contract is governed by the laws of England and Wales and may be sued on only in the English or Welsh Courts.

#### 14. SEVERENCE AND SURVIVAL

14.1 If any part of this Contract is or becomes invalid, unenforceable or illegal or is declared so by a court this shall not affect the remaining parts of this Contract which shall continue to be fully effective. Any provisions of this Contract that by their nature or from their context are intended to continue after the termination of this Contract shall do so.