

Information Provision Services

Industrial & Commercial Gas Consumer Internet Data-Access Services

User Guide

Industrial & Commercial Gas Consumer Data Access

Introduction

On behalf of a number of gas transporters, **xoserve** manages the internet service that allows “Industrial and Commercial” gas consumers to access data pertaining to gas supply points relevant to their own properties.

You can view more information about xoserve via the main Internet site at:

www.xoserve.com

Consumer Data Access and Consumer Portfolio Entry were launched as a trial in the summer of 1999. The success of the trial, as reported by participants and Ofgem, led to the expansion of these services to a wider audience.

This User Guide is designed to introduce the applications and the data you will be able to view via the Internet. The guide includes the following:

- Service Overview
- Accessing the Service
- Screen Overview
- How Much Does it Cost?
- How do I Join?
- Maintaining your Portfolio
- Terms and Conditions
- System Requirements
- Further information

NB: The Meter Point Reference Numbers (MPRN) used in the following screenshots are fictional and do not represent actual supply point data.

Industrial & Commercial Gas Consumer Data Access

Service Overview

The service for Consumers includes two applications:

Industrial & Commercial Consumer Data Access

This application allows Consumers to view information relating to Meter and Supply points that are part of their current portfolio.

Upon entering the application you will be prompted to enter a valid Meter Point Reference Number (MPRN).

Once the MPRN is entered, the search will return a page of data relating to the Meter Point. Links from this page lead to Supply Point Data and Meter Asset Data for that Meter Point or a new query option that will allow a new MPRN search.

The data items that are shown by this application can be seen in the later section – Screen Overview.

Consumer Portfolio Entry

This application allows Consumers to update their Portfolios online. In order to add a record to your portfolio you will need to obtain the relevant MPRN and Confirmation Number which are available from your Supplier. You can also remove records from your portfolio using this screen. To remove a record you only require the MPRN.

Industrial & Commercial Gas Consumer Data Access

Accessing the Service

To access these applications, log onto the Internet and input the following URL (web page reference) into your browser:-

<https://iad.xserve.info>

This will take you to the user terms and conditions page. You must agree to these terms and conditions before proceeding. To do this select the “I Agree” option below them. The full terms and conditions can be found on pages 13 to 19 of this booklet.

You will then be prompted to input your Username & Password and select the “OK” option.

This will take you to the main menu screen:-



From this screen you can select the application you wish to use.

This screen also shows the date that the data was last refreshed.

Industrial & Commercial Gas Consumer Data Access

Screen Overview – Industrial & Commercial Consumer Data Access (1)

Entering a valid MPRN in the above screen will return the page overleaf. Notice the headings underlined ([Supply Point Data](#), [Asset Data](#), [New Enquiry](#) and the related MPR Number if applicable). These are all links to other pages.

NB: the link to related MPR Number(s) will only be enabled if the related MPR resides on the requesting shipper's portfolio of sites.

Screens relating to Supply Point and Meter Asset Data are shown overleaf.

The New Enquiry option takes you back to the above screen to begin a new MPRN search.

MPRN displays the Meter Point Data for any related (aggregated) MPRNs in the same format as shown overleaf.



Meter Point Data

MPR Number: 123456
Meter Serial Number: 9037087
MPAQ: 1,535,394kWh
Link Code: Primary meter

Gas Nomination Type: Non-daily metered
Supply Type: Firm
Reading Frequency: Monthly
Bypass Fitted ?: No

Supply Point Address: TIP-TOP STORES LTD
 RABBIT INDUSTRIAL ESTATE
 DEADEND LANE
 CHESTERCOUNY DURHAM
 CH1 4LT

Latest Read Date: 28-APR-2005
Latest Reading: 12345
Reading Type: Normal

Previous Supplier: YOUR GAS SUPPLIER LTD
 [YGS]
Status: Live
Transitional Meter Point?: No

[Supply Point Data](#) [Asset Data](#) [New Enquiry](#)

This Meter Point has 2 Related Reference Numbers

MPR Number	Meter Serial Number	Meter Link Code	MPR Number	Meter Serial Number	Meter Link Code
123011	8612	Sub meter	713700	M02A01104A6	Free standing meter



Industrial & Commercial Gas Consumer Data Access

Screen Overview - Consumer Data Access (2)

Monday May 9th, 2005 at 11:06:40

Supply Point Data

Supply Point Number: 987654

Confirmation Effective Date: 01 Nov 2003

Confirmation Reference Number: 1435299890

Supplier: T GAS SERVICE ENERGY SALES [TCG]

Shipper: XOS GAS LTD [XOG]

Annual Quantity - NDM: 1,668,396 kWh

End User Category: SE:E0404B

Standard Offtake Quantity - NDM: 12,287 kWh

Exit Zone: SE1

LDZ Identifier: SE

Bottom_Stop_SOQ: 0 kWh

[New Enquiry](#)

[Meter Point Data](#)

[Asset Data](#)

Emergency Contacts:

Title	Forename	Surname	Job Title	Number	Type
Mrs		Coffey		01287 123497	TEL
Mrs		Coffey		01287 123498	FAX

Close Full Screen

Monday May 9th, 2005 at 11:17:56

Asset Data

MPR Number: 1133210 has the following assets recorded:

[Meter Datalogger](#)

[New Enquiry](#)

[Meter Point Data](#)

<p>Meter</p> <p>Serial Number: 123456</p> <p>Device Type: Rotary / Imperial</p> <p>Fitted Date: 09 JAN 2001</p> <p>MAM ID: GTM</p> <p>Gas Act Owner: T</p> <p>Number of Dials: 8</p> <p>Manufacturer: UGI</p>	<p>Model: RG400</p> <p>Units: 10</p> <p>Correction Factor: 1.0276</p> <p>Year of Manufacture: 1986</p> <p>Device Status: Live</p> <p>Meter Capacity: 23000</p> <p>Location: Unknown</p>
<p>Datalogger</p> <p>AIS Number: 5673</p> <p>Device Type: GTM</p> <p>Fitted Date: 05 JAN 2001</p> <p>MAM ID: GTM</p> <p>Gas Act Owner: T</p> <p>Number of Dials: 8</p> <p>Manufacturer: METRETEK</p>	<p>Model: METRETEK-D</p> <p>Units: 1</p> <p>Correction Factor: 1.0276</p> <p>Year of Manufacture: 1986</p> <p>Device Status: Decommissioned</p> <p>Meter Capacity: 23000</p> <p>Location: Unknown</p>

Close Full Screen

xoserve has introduced enhancements to the internet application. These enhancements include the addition of new data items. These new details are available on Shipper Data Access and will be integrated into the current screens. The table below contains the full details of the data items that are available:

Highlighted areas denote new data items, implemented as enhancements.

'Meter Point Data' Screen	'Supply Point Data' Screen	'Asset Data' Screen		
		Asset Data	Datalogger Asset (If Present)	Corrector Asset (If Present)
MPR Number	Supply Point Number	Meter Serial Number	AIS Number	Corrector Serial Number
Meter Serial Number	Confirmation Effective Date	Device Type	Device Type	Device Type
MPAQ (Meter Point Annual Quantity)	Confirmation Reference	Fitted Date	Fitted Date	Fitted Date
Link Code	Supplier	MAM ID	MAM ID	MAM ID
Supply Point Address	Shipper	Gas Act Owner	Gas Act Owner	Gas Act Owner
Gas Nomination Type	Annual Quantity – NDM / DM	Number of Dials	No. of Dials	Number of Dials
Supply Type	End User Category	Manufacturer	Manufacturer	Manufacture
Reading Frequency	Standard Offtake Quantity – NDM / DM	Model	Model	Model
Bypass Fitted	Exit Zone	Units	Units	Units
Latest Read Date	LDZ Identifier	Correction Factor	Correction Factor	Correction Factor
Latest Reading	Bottom-Stop-SOQ	Year of Manufacture	Year of Manufacture	Year of Manufacture
Reading Type	Emergency Contact Details (If present)	Device Status	Device Status	Device Status
		Meter Capacity	Meter Capacity	Meter Capacity
MP Status * Transitional Meter Point (Y/N)		Location	Location	Location
Prime and Sub Relationship				

MAM Id's

SMS – Siemens Metering Ltd
GTM – Transco Metering
EMS – Transco Emergency Services
CUS – Customer
EGS – Exoteric Gas Solutions Ltd
ECM – ECS Metering Ltd
MFE – Meterfit North East Ltd
ONS – Onstream
MPS – Meterplus
MFW – Meterfit North West
UUL – United Utilities
ECA - ECO European Limited

Gas Act Owners

T – Transporter
S – Supplier
C – Consumer
U – Unknown

Industrial & Commercial Gas Consumer Data Access

Screen Overview – Consumer Portfolio Entry 1

The above screen allows you to maintain your Portfolio by adding or removing Meter Points. In order to add a Meter Point to your portfolio you require a valid MPRN (MPR No) and Confirmation Number (CNF No), which can be obtained from your Supplier.

Simply add the MPRN and Confirmation Number into the above screen, select the Add option and click on Submit. This will automatically populate your portfolio with this Meter Point along with all other related (aggregated) Meter Points. Once you have clicked on Submit you will be presented with a results page detailing all Meter Points successfully added to your Portfolio as well as any records rejected due to invalid MPR No or CNF No.

As soon as the Meter Points have been added to your Portfolio they will be visible through the Consumer Data Access Screens. It is possible to add up to 9 Meter Points at a time using this screen.

This screen can be used in a similar way to remove Meter Points. To remove a Meter Point you only have to input the MPRN, select the Remove option and click on Submit.

If you choose to remove these records manually then you will have to inform xoserve in writing of the Meter Points you have removed. This will be covered in more detail in the section – Maintaining your Portfolio.

Industrial & Commercial Gas Consumer Data Access

How Much Does It Cost

There is currently no charge for this service. The only potential costs you will incur are the start up costs for hardware and software if you are not already connected to the Internet.

How do I join?

To join this service you need to submit a request via e-mail, containing your contact details to the following email address internetcomm.spa@xoserve.com

Once your request has been received by ourselves we shall send you a security form for you to complete and return directly to our IS Security department for validation. Once your request has been authorised our IS Security department will contact you with your username and password.

Industrial & Commercial Gas Consumer Data Access

Maintaining your Portfolio

Once your portfolio has been loaded you will need to maintain it. This will require you to add new meter points and remove meter points that are no longer part of your portfolio.

Adding New Meter Points:

It is possible to add Meter Points manually using the Consumer Portfolio Entry screen as described earlier.

Removing Meter Points:

Users can remove Meter Points manually using the Consumer Portfolio entry screen.

VERY IMPORTANT - PLEASE NOTE:

In the event that you no longer 'own' a meter point, Clause 2.3 of the user terms and conditions requires you to immediately de-register (remove) any Meter Points for which:

- (a) You cease to be the person supplied with gas at a Meter Point for which you previously had access; or
- (b) You are no longer entitled to have Data provided to you as set out in Clause 2.2(b)

Industrial & Commercial Gas Consumer Data Access

Terms & Conditions

Access to Data Internet Applications Terms of Use

1. Definitions
2. The Service
3. Change
4. Rights to data
5. Your additional obligations
6. Charges
7. Warranties and liabilities
8. Term and termination
9. Intellectual property rights
10. Miscellaneous

XOSERVE TERMS OF USE FOR ACCESS TO DATA INTERNET APPLICATIONS

Introduction

This document sets out the terms on which xoserve is prepared to provide you with access to its Access to Data Internet Applications which provides certain data and information relating to the Supply Point Register and Supply Meter Points Numbers.

1.0 Definitions

In these terms and conditions the following terms shall have the meanings allocated to them:

“Access to Data Internet Applications” means the Access to Data Internet Applications(s) (which may comprise both third party-owned data and data owned by xoserve or its Affiliates) to which access is provided by xoserve under this Agreement and which includes without limitation information relating to the Supply Point Register (as defined in the Uniform Network Code);

“Affiliate” means any entity which from time to time controls, is controlled by or is under common control with xoserve, where control means having the ability (including without limitation by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity;

“Authorised User” means any individual whom you (as the Organisation) authorise to have access to Access to Data Internet Applications;

“Data” means any and all information which is contained in the Access to Data Internet Applications and which may include data owned by third parties;

“Gas Act” means the Gas Act 1986 as amended;

“Industrial & Commercial Consumer” means any gas consumer with Larger Supply Meter Points (>73,200 kWh/a)

“Intellectual Property” means all copyrights, patents, trade marks, rights in design, database rights, trade secrets, rights in confidential information and any other intellectual property rights or rights of a similar nature including registered and unregistered rights and any applications for the foregoing, in any jurisdiction;

“Meter Point” means any Supply Meter Point which is given a Supply Meter Point Reference Number (both references as defined in the Uniform Network Code)

“Network Operator”, as defined in the relevant Gas Transporter’s Licence as granted or treated as granted under the Gas Act

“Organisation” means the company, firm, unincorporated body, statutory authority or other person who is registered with xoserve as a permitted user of the Access to Data Internet Applications

“Password” means the password notified by xoserve in writing to the Organisation and/or Authorised Users ..from time to time to enable access to the Access to Data Internet Applications;

“Shipper” means a company who holds a shipper licence as granted or treated as granted in the Gas Act

“Supplier” means a company who holds a supplier licence as granted or treated as granted in the Gas Act

“Uniform Network Code” means the Uniform Network Code prepared by the relevant Network Operator pursuant to their gas transporter’s licence.

“User Name” means the user name notified by xoserve in writing to the Organisation and or Authorised Users as above from time to time to enable access to the Access to Data Internet Applications;

“xoserve”, “we”, “us” or “our”, as applicable means xoserve Limited, whose registered office is at 1 - 3 Strand, London WC2N 5EH registered in England, company number 5046877;

“You”, “your” as applicable means the Organisation to whom we provide the Password and User Name except that “you as an individual” means the individual Authorised User who accesses the Access to Data Internet Applications

2.0 The Service

2.1 In return for us giving you a User Name and Password and in consideration of the mutual benefit to both of us, we grant you the right to permit your Authorised Users to access and use the Access to Data Internet Applications and you agree to comply with and ensure that your Authorised Users comply with the following terms and conditions (“this Agreement”).

2.2 By accessing the Access to Data Internet Applications you as an individual represent and undertake to us that you are a current Authorised User of the Organisation which has properly received the Password and User Name that has been supplied to you and (for the purposes set out in this Agreement and only for your Organisation) will comply at all times with this Agreement when you are accessing the Access to Data Internet Applications.

2.3 Where you as an individual are acting on behalf of a government department or agency, local authority, statutory body, health authority or similar unincorporated association or trust, you may act as an Authorised User on behalf of more than one such organisation (and xoserve may provide a single Password and User Name for such organisations), provided that you provide such evidence as is reasonably acceptable to xoserve that such Organisation consents to you acting in such capacity.

2.4 Access may subject to Clause 8.1, be withdrawn at any time at our sole discretion and subject to you providing us with such information as we may reasonably require from time to time to verify you and your Authorised Users' identity and status

(Shipper, Supplier etc...), and to determine those parts of the Access to Data Internet Applications (and Data) to permit you to access.

2.5 Where you are an Industrial & Commercial Consumer then access is subject to you providing us with a list (in such electronic format as we may reasonably specify) of the Meter Points for which you wish to have access.

2.6 In the list of Meter Points described in Clause 2.5, you must only specify Meter Points (where the Meter Point concerned falls within the definition set out in Clause 4.1(a) . We may perform validation on the list of Meter Points that you have requested access for, and may reject any Meter Point where we believe that you do not have the necessary rights.

3.0 Changes

We reserve the right to add to or change the terms of this Agreement (and the licence granted under it) at any time by posting changes online. Your Authorised Users' continued use of the Access to Data Internet Applications after changes are posted constitutes your acceptance of this Agreement as modified by the posted changes. .

4.0 Rights to Data

4.1 You shall (and shall ensure that your Authorised Users shall) only access and use the Access to Data Internet Applications:

- (a) if you are an Industrial & Commercial Consumer: in respect of those Meter Points for which you have entered into (or for which you are capable of entering into) a contract with a gas supplier licensed under the Gas Act for the supply of gas to you; or
- (b) if you are a Network Operator, Shipper or Supplier: in respect of Data which you are entitled to be supplied with under the terms of any applicable statute, statutory licence or the requirements of any competent regulatory authority and this Agreement.

In any event, you shall (and shall ensure that your Authorised Users shall) only access and use the Access to Data Database Internet Applications in accordance with the then current xoserve Internet Access To Data Services user guide applicable to you and the other terms of use and usage restrictions notified to you by xoserve from time to time in writing and you agree to comply with (and ensure that your Authorised Users comply with) these guides, terms and restrictions.

4.2 By accessing (or permitting your Authorised Users to access) the Access to Data Internet Applications you warrant that you are:

- (a) the person who is and continues to be supplied with gas at each and every Meter Point for which you have previously requested access save where you have informed us to the contrary in accordance with Clause 4.3; or

- (b) a gas Network Operator, Shipper or Supplier and are lawfully entitled to have Data provided to you.
- 4.3 You must inform us immediately if: (a) you cease to be the person supplied or entitled to be supplied with gas at a Meter Point for which you previously had access; or (b) you are no longer entitled to have Data provided to you as set out in Clause 4.2(b) above.
- 4.4 In the circumstances set out in Clause 4.3 your licence to access and use the Access to Data Internet Applications and any Data held on it shall automatically terminate and you must immediately stop accessing the Access to Data Internet Applications (except that where you are an Industrial & Commercial Consumer and you cease to be supplied or entitled to be supplied with gas at a particular Meter Point then it is only your right to access Data in respect of that Meter Point that shall automatically terminate).
- 4.5 Subject to the provisions of this Agreement, we grant you a non-exclusive non-transferable right for your Authorised Users to access, display, print off, copy, store and use such of the Data as you are entitled to access under this Agreement but solely for your own internal business purposes.
- 4.6 We are not obliged to provide access to information on any particular Meter Points, even if you inform us that you are supplied with gas at such Meter Point.
- 4.7 From time to time we may in our discretion require a particular individual to cease accessing and using the Access to Data Internet Applications and where we notify you of this you shall ensure that they immediately cease to act as your Authorised User.

5.0 Your Additional Obligations

- 5.1 You shall (and shall ensure that your Authorised Users shall):
 - (a) only use the Access to Data Internet Applications and the Data for the purposes set out in Clause 4 and shall not access, search, view, copy, reproduce, republish, download, post, broadcast or transmit the Access to Data Internet Applications or the Data except as and to the extent expressly permitted by this Agreement;;
 - (b) not modify, adapt, alter or create any derivative work from the Access to Data Internet Applications or any part of it and shall not use or permit any third party to use the Access to Data Internet Applications, the Data or any part of them for sale resale loan transfer hire or other form of exploitation for any form of payment;
 - (c) not make the Access to Data Internet Applications available to any person other than your Authorised Users and, without limiting the generality of this, you shall not display any part of the Access to Data Internet Applications or any website from which it may be accessible on a public bulletin board, ftp (File Transfer Protocol Site), world wide web site, or chat room or create any links to the Access to Data Internet Applications or any website from which it may be accessible from time to time;
 - (d) keep the Access to Data Internet Applications and the Data confidential and not make print outs or copies available or otherwise supply or distribute any copy (electronic, paper or otherwise) of the Data to any person other than your employees and Authorised Users;
 - (e) receive and hold your User Name and Password in the strictest confidence and take all reasonable security precautions for their safekeeping and shall prevent their disclosure to any person other than Authorised Users without our prior written consent;

- (f) notify us in writing immediately that you become aware of any unauthorised use or disclosure of your User Name or Password and notify us immediately of any change to your Authorised Users;
- (g) not try to breach the security of or gain access to our network, systems, software or files other than those for which you hold a valid licence under this Agreement;
- (h) not use the Access to Data Internet Applications or our systems in such a way as to restrict or inhibit the use and enjoyment of the Access to Data Internet Applications by us or any third party and in particular you shall not seek to introduce any viruses or other electronic contaminants to our computer systems and shall maintain suitable virus checking/prevention and security facilities to prevent viruses or other electronic contaminants entering either our or your computer systems and to prevent breaches of security of or network attacks on our or your computer systems; and
- (i) only use the Access to Data Internet Applications and the Data in accordance with all applicable laws and regulations and the requirements of all competent regulatory authorities.

6.0 Charges

- 6.1 Where you are a Network Operator charges will be made in accordance with Schedule 7 of the Agency Services Agreement,
- 6.2 In respect of Non Network Operator; although we are not currently charging you for access to the Access to Data Internet Applications, we reserve the right to charge for such access in the future and nothing in this Agreement shall limit our right to do so. If we introduce such charges, we shall provide reasonable notice of not less than one month at which point this Agreement shall terminate and (subject to your agreement) any new terms and conditions shall take effect.

7.0 Warranties and Liabilities

- 7.1 You acknowledge and agree that the Access to Data Internet Applications and the Data may comprise third party- owned data, as well as data owned by xoserve or its Affiliates and that, although xoserve will use its reasonable endeavors to update the Data from time to time some or all of it may be inaccurate, incomplete or out of date. You acknowledge and agree that the Access to Data Internet Applications and the Data are provided on an "as is" and "as available" basis and accordingly xoserve and its Affiliates do not give any warranty or condition (whether express or implied) nor make any representation that the Access to Data Internet Applications or the Data will be:
 - (a) suitable for any particular requirement of yours or for any particular use by you or for use under any specific conditions (notwithstanding that such requirement or use or conditions may be known to us);
 - (b) compatible with your hardware equipment or software environment;
 - (c) complete or accurate or up-to-date; or
 - (d) accessible at any particular time.
- 7.2 You warrant that where personal data (as defined in the Data Protection Act 1998 ("the Act")) is recorded on the Access to Data Internet Applications in respect of a Meter Point (including emergency contact details) you will only copy and use that personal data for the purposes of and to the extent necessary to contact the person concerned in an emergency and will keep that personal data secure and shall comply with all of the obligations of a data controller with

respect to that personal data where you access and use it and in any event shall not export it from the European Economic Area.

- 7.3 We warrant that where we collect personal data from your or your Authorised Users in connection with this Agreement then we will do this and use this personal data in accordance with our Privacy Policy as set out within our General Terms of Internet Use.
- 7.4 Notwithstanding anything else contained in this Agreement but subject to Clause 7.6 neither xoserve nor its Affiliates shall be liable for any:
- (a) direct or indirect loss of goodwill, reputation, profits, revenue, business or business opportunities or anticipated savings or increased costs of working; or
 - (b) economic, special, indirect, incidental or consequential loss or damage whatsoever even if advised of the possibility thereof

arising out of or in connection with this Agreement, the Access to Data Internet Applications or the Data and whether arising in tort (including without limitation negligence), breach of contract, breach of statutory duty or otherwise howsoever.

- 7.5 You hereby agree to indemnify us and keep us fully and effectively indemnified on demand against any loss injury or damage actions claims proceedings demand cost (including all legal costs and any compensation costs and disbursements paid by us to compromise or settle any claim) and expenses occasioned to us by any claim action or threatened proceedings which are the consequence or arise out of any breach of Clauses 4.1, 4.2, 4.3, and 7.2.
- 7.6 Nothing in this Agreement shall limit or exclude any party's liability for death or personal injury resulting from their own negligence or that of its employees agents or subcontractors or for fraud or for any other liability not capable of exclusion or limitation by law. Nor shall it affect any liability that may otherwise arise in respect of Network Operators under any separate agreements entered into with us or any rights that any person may have to access data that may exist separately from this agreement.
- 7.7 Subject to Clause 7.6 all conditions, warranties, terms, representations and undertakings whether implied, statutory or otherwise, in respect of the subject matter of this Agreement (including without limitation the Access to Data Internet Applications and the Data) and which are not expressly made in writing in this Agreement are hereby expressly excluded. In particular xoserve expressly excludes any term as to satisfactory quality, compliance with description, fitness for a particular purpose, non-infringement, compatibility, security and accuracy or supply with any particular level of care and skill.

8.0 Term and Termination

- 8.1 Nothing in this Agreement shall restrict our right to withdraw the Access to Data Internet Applications or any component part included in it, although we shall use our reasonable endeavours to give you notice of any such change.
- 8.2 We may terminate this Agreement:
- (a) immediately at any time in the event of a material breach by you of any provision of this Agreement; (b) by giving one month's prior notice in writing to you to that effect either by online or by notice to you at such contact address or email as you may have notified to us; or
 - (c) as set out in Clause 3.
- 8.3 You may terminate this Agreement on giving two working days prior notice to us either in writing or by fax or e-mail, provided that we have confirmed receipt of your notice.

8.4 On the expiry or termination of this Agreement for any reason all rights and obligations of the parties under this Agreement shall automatically terminate except for such rights of action as shall have accrued prior to such termination and any obligations which expressly or by implication are intended to come into or continue in force on or after such termination. To be clear all of the licences granted under this Agreement shall automatically terminate on the expiry or termination of this Agreement but your obligations and the restrictions on your use of the Data shall continue in full force and effect.

9.0 Intellectual Property Rights

9.1 You hereby acknowledge and agree that all Intellectual Property and other similar rights subsisting in or used in connection with the Access to Data Internet Applications and the Data as a whole and in the components of the Access to Data Internet Applications belong to and shall remain vested in xoserve (or an Affiliate) or its licensors and that, save as provided in this Agreement, you shall not acquire any interest in or rights to such Intellectual Property. You shall ensure that our copyright notices are included in any copy of the Data made by you.

10.0 Miscellaneous

10.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties hereby agree to submit to the exclusive jurisdiction of the courts of England and Wales.

10.2 This Agreement is personal to you and you may not assign, hold on trust or otherwise transfer it in whole or in part without our prior written consent. It does not create any right enforceable by any person who is not a party to it except that xoserve's Affiliates may enforce Clause 7 for their benefit.

10.3 The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity shall not constitute a waiver of such provision right or remedy or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a continuing waiver but shall apply solely to the instance to which such waiver is directed.

10.4 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

10.5 This Agreement sets forth the entire understanding between the parties regarding the subject matter of it. Each party irrevocably and unconditionally waives any right it may have arising out or in connection with any condition, warranty, representation or other statement not contained in this Agreement unless it was made fraudulently.

2.5 Having read and understood the terms and conditions of this Agreement as set out above I agree to be bound by them on behalf of myself as an individual (and to comply with the terms set out above as an Authorised User) and on behalf of the Organisation and I warrant that I am authorised to enter into this Agreement on behalf of myself and the Organisation.

Industrial & Commercial Gas Consumer Data Access

System Requirements

To use the service all you need is access to the Internet. To gain access to the Internet you will need:-

1. A Personal computer.
2. Microsoft Windows 95 / 98, Microsoft Windows NT 4.0 (with Service Pack 3) or an equivalent operating system.
3. 16 MB of memory (32 MB if using Windows NT 4.0).
4. 10MB hard disk space.
5. A 28,800 bps (V.34) or faster modem.
6. An Internet Service Provider (ISP).
7. A suitable Browser (Netscape 4, IE4 or higher).

The above are only suggestions. Please speak to your IT Department who will advise the best solution for your needs.

Further Information

If you require any clarification on anything in this brochure or you have any questions which are not covered, please contact:

internetcomm.spa@xoserve.com

If you experience any problems using your username or password please call :-

Consumer Helpline

Tel: 0800 91 77 111

Version History

Version	Status	Date	Author(s)	Summary of Changes
8	Draft	15/12/04	Darren Jackson	Cosmetic changes to reflect new organisation; addition of information relating to new data items and services; inclusion of the Information Centre operation; correction of historical information contained in previous document.
8	For Review	15/12/04	Darren Jackson	Amendments made. Passed for Approval.
8	For Approval	17/12/04	Darren Jackson	
8	Approved	20/12/04	Darren Jackson	
9	For Review	10/05/05	Kay Brookes	Cosmetic changes to reflect new organisation; new screen shots.
10	For Approval	05/07/05	Kay Brookes	New email address and contact details added.

Document Reviewers

Name	Role	Business Area
Darren Jackson	Operations Officer	xoserve – Service Delivery
Dawn Griffiths	Operations Administrator	xoserve – Service Delivery

Management Approval

Name	Role	Business Area
Dave Ackers	Customer Operations Manager	xoserve – Service Delivery