

Flogas Natural Gas Limited

Terms and Conditions



This Agreement shall consist of the completed and signed Customer Agreement Form and these general terms and conditions for the supply of gas by Flogas Natural Gas Limited (company number 47246), whose registered office is at Knockbrack House, Matthew's Lane, Donore Road, Drogheda, Co. Louth, for Customers (as defined below). These have been drawn up within the legislative and regulatory framework of Ireland.

TERMS AND CONDITIONS OF GAS SUPPLY

The Company agrees to sell and the Customer agrees to buy Gas (as defined below), all subject to and in accordance with these terms and conditions.

It is agreed as follows:

1 DEFINITIONS

In this document:

- 1.1 **'Agreement'** has the meaning given in condition 3.4 below;
- 1.2 **'Appliances'** means all pipes, fittings, cookers, heaters and other items installed beyond the Meter in or on the Supply Address;
- 1.3 **'Authority'** means the Commission for Energy Regulation;
- 1.4 **'Billing Period'** means the period between dates (monthly or bi-monthly) when the Meter is or has been read or an Estimate Read is utilised for the purpose of determining the charges payable by You to Us;
- 1.5 **'Business Day'** means a day (other than a Saturday, Sunday or public/bank holiday) when banks in Dublin are open for business;
- 1.6 **'Calorific Value'** means the energy content of the Gas supplied, measured in mega joules per cubic metre;
- 1.7 **'Company', 'We', 'Us', 'Our'** means Flogas Natural Gas Limited (company number 47246) acting in its capacity as the supplier of Gas or its successors or assigns;
- 1.8 **'Consumption Period'** means the interval between dates when the Meter is or has been read for the purpose of determining the amount payable by You in respect of Gas used;
- 1.9 **'Customer Agreement Form'** means Our Small and Medium Business Users ("SME") agreement form in relation to Our supply of Gas and to which these general terms and conditions are appended and as signed by You;
- 1.10 **'Customer', 'You', 'Your'** means the person, persons or entity who enters into this Agreement with Us for the supply of Gas and the person taking the supply at the Supply Address (in each case whether owner or occupier). If more than one person enters into this Agreement, then each person shall be jointly and severally liable to Us;
- 1.11 **'Deemed Contract'** means, as between a supplier and a consumer, a contract for the supply of gas to have been made under section 16A of the Energy (Miscellaneous Provisions) Act 1995, as amended;
- 1.12 **'Early Exit Fee'** means the fee payable by You to Us in the event that this Agreement is terminated by either Party during the Fixed Term or pursuant to condition 8.7 and as such fee is set out in the Customer Agreement Form;
- 1.14 **'Enabling Legislation'** means the laws, regulations and rules regulating the supply of Gas in the Republic of Ireland, including the Energy (Miscellaneous Provisions) Act 1995, the Gas (Interim) (Regulation) Act 2002, the Energy (Miscellaneous Provisions) Act 2006, the Energy (Miscellaneous Provisions) Act 2012, relevant European directives and/or regulations, the Network Code and the Licence (as each may be amended or re-enacted from time to time);
- 1.15 **'Estimate Reads'** means the value generated and used as an estimate of consumption as part of the planned estimate schedule as detailed within the GNI terms and conditions and used where no physical Meter read has been obtained during the Billing Period;
- 1.16 **'FAR'** means Forecasting, Allocation and Reconciliation and is a method of estimating Gas consumption in the absence of an actual Meter read for example Estimate Reads. It is carried out by Gas Networks Ireland and is approved by the Authority;
- 1.17 **'Fixed Term'** has the meaning given to it in condition 5.3 below;
- 1.18 **'Gas'** means Natural Gas;
- 1.19 **'Gaslink'** means Gaslink Independent System Operator Limited, Gasworks Road, Cork which has been appointed by the Authority as the licensed independent operator of the gas distribution system (and its successors and assigns).
- 1.20 **'Gas Networks Ireland'** means Gas Networks Ireland (Company number 555744) incorporated to be the owner and licensed operator of the gas distribution system (and its successors and assigns), known as "GNI";
- 1.21 **'GNI Engineers'** means all technical engineers or other personnel so designated by GNI;
- 1.22 **'Gas Safe'** means a Registered Gas Installer (RGI) registered on the Register of Gas Installers of Ireland (RGII) with the Gas Safety Supervisory Body (GSSB);
- 1.23 **'Last Resort Supply Direction'** means a direction given by the Authority to a supplier of Gas requiring it to make available a supply of Gas to premises previously supplied by another supplier;
- 1.24 **'Licence'** means the licence(s) issued to Us by the Authority for the supply of Gas in Ireland;
- 1.25 **'Meter'** means the gas meter installed by GNI for the purpose of measuring the quantity of Gas consumed on the Supply Address;
- 1.26 **'Meter Tampering'** means any unauthorised use of the Meter and/or other equipment installed at the Supply Address or other property in connection with the supply of Gas to the Supply Address and/or other tampering with the supply of Gas to the Supply Address;
- 1.27 **'Network Code'** means that document so described and published by a Network Operator by virtue of the Network Operator's licence;
- 1.28 **'Network Emergency'** means an emergency endangering a person(s) and/or property and arising from a deviation in Gas pressure or Gas quality in the System or any part of the System; actual or suspected Gas emergencies including suspected leaks or explosions; and/or circumstances that:
 - (a) constitute a significant risk to the safety of the System or any part of the System; or
 - (b) constitute a significant risk to the safe conveyance of Gas through the System; or
 - (c) mean that the Gas conveyed by the System is at such a pressure or of such quality as to constitute, when supplied to premises, a danger to life or property;
- 1.29 **'Network Operator'** means Gaslink, the licenced independent operator, or as appropriate Gas Networks Ireland;
- 1.30 **'Party'** means You or Us;
- 1.31 **'Pass Through Charges'** means all third party levies, costs, charges, taxes, duties or levies wholly or partly relating to supply and transportation of Gas to the Supply Address or which We are otherwise entitled or required to pass through to You;
- 1.32 **'Standard Tariffs'** means the list of Our standard current prices from time to time, a copy of which is available on request;
- 1.33 **'Start Date'** means the date on which You sign the Customer Agreement Form;
- 1.34 **'Supply Address'** means the property owned or occupied by You to which We supply Gas;
- 1.35 **'System'** means the distribution pipeline system owned or operated by the Network Operator for the conveyance of Gas as authorised in the Network Operator's licence; and
- 1.36 **'Your Side of the Meter'** means the pipe work from the outlet of the Meter into the Supply Address.
- 1.37 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any references to this Agreement includes the Schedules. In this Agreement, unless the context otherwise requires, (a) use of the singular includes the plural and vice versa; (b) any reference in this Agreement to any statute, code or guideline ("**legislation**") shall be construed

as referring to such legislation as the same may from time to time be amended, replaced, substituted or consolidated; (c) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 APPLICATION OF TERMS AND CONDITIONS TO YOUR CONNECTION FOR GAS SUPPLY

2.1 In consideration, and as a condition, of being connected to the gas distribution system in order to receive a Gas supply and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), you hereby accept and agree to be bound by the terms and conditions under which a connection to the gas distribution system is provided and operated.

2.2 These terms and conditions, called the Gaslink Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points, are available at www.gasnetworks.ie, www.gaslink.ie and/or any other equivalent domain of the Network Operator or by contacting Gas Networks Ireland at 1850 20 50 50 and are entered into between you and Gas Networks Ireland, as and from the date of this Agreement.

3 SUPPLY OF GAS

3.1 Our obligation to supply Gas to the Supply Address is conditional upon:

- (a) Us having the requisite authorisation under the Enabling Legislation;
- (b) Us agreeing to accept Your request for supply whether such request is (i) set out in an application form or written contract or by telephone or online application with Us or the Network Operator; or (ii) evidenced by Your use of Gas supplied by Us at the Supply Address;
- (c) the Supply Address being connected to the System;
- (d) all necessary equipment and apparatus being installed and/or available at the Supply Address; and
- (e) a satisfactory credit check report being completed by Us, if necessary (as determined at Our absolute discretion).

3.2 These terms and conditions shall have effect from the Start Date.

3.3 Prior to the Start Date, We may require You to:

- (a) pay any previous outstanding charges owed by You to Us;
- (b) pay any outstanding charges owed by You to any previous supplier of Gas to You at the Supply Address or any other address;
- (c) provide Us with a Meter reading;
- (d) pay a connection charge (where applicable); and/or
- (e) provide a reasonable deposit by way of security for future payments.

3.4 The terms and conditions set out in this document and the Customer Agreement Form (if any) are the agreement between You and Us for supplying Gas for use at the Supply Address (the "**Agreement**"). For the avoidance of doubt, this Agreement shall also apply to Customers who are supplied Gas by Us under a Deemed Contract.

3.5 If We already supply You with Gas at the Supply Address the Agreement replaces any previous agreement for supply with Us.

3.6 Ownership, risk and title to the Gas supplied passes to You at the outlet of the Meter.

3.7 We can refuse to supply You under this Agreement or require You to stop using Your supply of Gas where:

- (a) an agreement to supply Gas to the Supply Address already exists;
- (b) Your existing Gas supplier, where applicable, or any other person, prevents Us from supplying You;
- (c) Your supply has been disconnected by Us and there is no obligation on Us to resume supply;
- (d) You are in breach of any condition of this Agreement;
- (e) We have reason to believe that supply may result in danger to life and/or property including as a result of Meter Tampering or other interference with the supply or equipment;
- (f) We are required or entitled to by the Department of Communications, Energy and Natural Resources, the Authority, the Network Operator or under any Enabling Legislation;
- (g) Metering arrangements and/or equipment provided are unacceptable to Us;

(h) You have refused to accept Our payment terms which may include a security deposit; or

(i) You have not provided to Our satisfaction proof of Your identity or any other information reasonably required by Us in connection with the supply of Gas.

3.8 Where You already have an agreement with an existing supplier of Gas for the supply of Gas to the Supply Address, You hereby authorise Us to provide any notice of termination to Your existing supplier of Gas on Your behalf in accordance with the terms of Your existing agreement. You also irrevocably appoint Us as Your attorney to execute and deliver all documents and to do all such things that are necessary to give effect to the termination of Your existing agreement.

3.9 We are not responsible for any faults in the Meter or other equipment connected thereto.

3.10 Your Gas supply will be measured by metering equipment that will be installed and maintained in line with the relevant connection agreement (i.e. the GNI Terms and Conditions) which sets out the main terms for the connection of loads to the gas distribution system at the Supply Address. Gas Network Ireland staff, its agents or contractors will read the Meter.

3.11 You agree, acknowledge and confirm that:

- (a) all equipment and installations up to and including the Meter belong to Gas Network Ireland and must be kept at the Supply Address and used in line with Gaslink or Gas Network Ireland instructions; and
- (b) pipework from the Meter into the Supply Address and the Appliances are Your responsibility. Neither of Gaslink, Gas Network Ireland nor Us accept any responsibility for maintaining these.

4 CEASING OCCUPANCY OF THE SUPPLY ADDRESS

4.1 Subject to condition 8.3, if You are ceasing occupancy of the Supply Address You may terminate this Agreement by providing Us with at least 48 hours' notice.

4.2 If You fail to provide Us with at least 48 hours' notice in accordance with condition 4.1 or You have not provided Us with the Meter reading on the day You ceased to occupy the Supply Address, You shall be liable for all charges relating to the supply of Gas at the Supply Address until the first to occur of the following:

- (a) the date from which the next occupier of the Supply Address requires a Gas supply;
- (b) the date of the next Meter reading obtained by Us; or
- (c) the 28th day after You notify Us that You have ceased to occupy the Supply Address in accordance with Your termination rights under this Agreement.

5 PRICE AND PAYMENT

5.1 You agree to pay for the Gas supplied and Our other charges in connection with the supply of the Gas to You at the price calculated in accordance with Our relevant Standard Tariffs or as otherwise agreed with You. We may change Our Standard Tariffs from time to time. We will provide details of Our Standard Tariffs to You upon request.

5.2 Where there is an increase in Your tariff, We will inform You by one or more of the following methods: in writing, email, on Your bill, notice in the newspaper or publication on Our website.

5.3 If We have entered into an introductory tariff arrangement with You, whereby You are receiving a discounted rate and the period of the discount ("**Fixed Term**") has been communicated to You at the outset (by way of the Customer Agreement Form or otherwise), then no further notice will be given on the expiry of that Fixed Term and, on expiry of the Fixed Term, Our Standard Tariffs will apply.

5.4 All prices and charges set out in this Agreement are exclusive of Value Added Tax ("**VAT**") and any other applicable taxes or levies. In addition to the charges payable hereunder, You shall pay Us all amounts due in relation to VAT and any other Pass Through Charges, including but not limited to Government taxes or levies, such charges to be included on Your bill.

5.5 The volume of Gas supplied (if any) by Us shall be measured in cubic metres but shall be charged for in units of kilowatt hours. The measurement shall be converted to kilowatt hours ("**kWhs**") by the application of Our standard method of calculation using the average of the daily calorific value of the Gas supplied and (if applicable) a correction factor for temperature and pressure. The register of the

Meter shall be prima facie evidence of the amount of Gas supplied. You must ensure that the Meter is easily accessible to Us and/or Our agents if a Meter read is required by Us.

5.6 If:

- (a) We do not have an actual Meter reading including (without limitation) as a result of the Meter Tampering, theft of a Meter, damage to a Meter or the Meter being inaccessible; or
 - (b) the Meter is found to be recording inaccurately; or
 - (c) in error We and/or Our agents read the Meter incorrectly or attribute a Meter reading to You where such Meter actually records Gas supplied to a third party customer,
- then the amount due by You in respect of the said Consumption Period shall be adjusted accordingly by way of surcharge or allowance as the case may be, or alternatively a corresponding adjustment shall be made in respect of a succeeding Consumption Period.

5.7 You may at any time require Us to have the Meter tested subject to paying (in advance) the estimate reasonable cost of the removal, replacement and testing. Any such payment shall be refunded to You if the said testing shows the Meter to have been registering incorrectly in favour of Us. We may at any time at our own expense have the Meter tested. If any such test shows the Meter to be registering erroneously, then the amount charged for the gas shall be rectified in the manner prescribed in condition 5.9 hereunder.

5.8 Where erroneous registration of a Meter is established, then (in the absence of fraud or of reasonable evidence as to when the error first arose) such error shall be deemed to have first arisen as from the commencement of the then last preceding Consumption Period.

5.9 Subject to any applicable statutory provision, in the event of a Meter ceasing to register or of reasonable evidence indicating that a Meter is or may be registering erroneously, then such Meter shall be replaced and the average daily consumption subsequently ascertained through the replacement Meter for a reasonable period (to be determined by GNI, but being not less than one week and not more than the Consumption Period) shall be the basis of estimating consumption in the manner provided hereafter over the period of error determined in accordance with condition 5.8, that is:

- (a) in respect of the Consumption Period during which the replacement Meter was installed, the gas consumed from the beginning of the said Consumption Period to the date of such installation shall be computed at the average daily rate of consumption ascertained through the replacement Meter during the residue of that Consumption Period.
- (b) in respect of the preceding Consumption Period, the registered consumption thereof shall be rateably adjusted to the aforesaid ascertained average daily rate in proportion to the gas registered, if any, during the corresponding periods of the previous twelve months and if none, or incomplete, then the adjustment shall be at the ascertained average daily rate, and the charges due in respect of gas consumed during the aforesaid periods shall be adjusted accordingly and any surcharge shall be due and recoverable in the like manner as gas charges are due and recoverable by Us.

5.10 Should You require any Meter in the interval between normal reading dates, You shall pay Us the reasonable cost of same as advised by GNI.

5.11 In between readings of the Meter, estimations of your Gas consumption may be made by Gas Networks Ireland in line with the FAR process. An Estimate Read will be calculated in line with the FAR process having regard to a number of factors, including but not limited to, previous Gas consumption at the Supply Address, the time of year and the nature of the Supply Address.

5.12 We may also charge You for Our reasonable costs that are not set out in Our Standard Tariffs. These include (but are not limited to) the following:

- (a) additional charges for the Meter and other metering equipment at the Supply Address and/or any other property on which is located equipment connected with the supply to the Supply Address. The Meter and other metering equipment shall remain the property of the Network Operator or Us (as applicable), unless You have purchased it and obtained written consent for such purchase from the Network Operator or Us (as applicable); and/or

- (b) disconnecting or reconnecting Your supply provided that, in circumstances where You are switching to another supplier, the disconnection costs reflect Our actual costs of disconnecting the Supply Address and do not represent a charge imposed on You by Us for You changing supplier; and/or

- (c) any breach by You of Your obligations under this Agreement including, but not limited to, any action or costs (including Our legal or other costs) incurred by Us in recovering unpaid charges and interest payable in accordance with 5.16(a); and/or

- (d) any attendance by appointment at the Supply Address, by Us or any of Our agents, or failure by You to attend an agreed appointment; and/or

- (e) costs associated with Meter Tampering by You or any other person howsoever caused, including (without limitation) the costs of repairing or replacing the tampered Meter and the costs of all Gas obtained from Us without charge as a result of the Meter Tampering; and/or

- (f) all costs (including but not limited to Pass Through Charges) associated with theft, loss, damage or other interference to equipment (whether by You or any other person, howsoever caused) including (without limitation) (i) the costs of a new Meter or other relevant equipment; and (ii) the costs of installation and/or connection of a new Meter or equipment; and/or (iii) the costs of repair to damaged Meters and/or equipment; and/or

- (g) a minimum charge where the Meter and other equipment for supply has been installed but You have used less Gas than the minimum volume detailed in Our Standard Tariffs; and/or

- (h) a reasonable administrative charge in connection with any of the actions taken by Us or Our agents in accordance with this condition 5.12; and/or

- (i) all applicable Pass Through Charges including any reasonable costs that We are charged for processing credit or debit card payments made by You.

5.13 We shall render periodic bills which shall identify the charges payable. Our charges for Gas supplied and/or all other costs recoverable under this Agreement must be paid within 14 days of the date of the relevant bill.

5.14 You shall pay Us by direct debit unless We agree that an alternative payment method is acceptable. You agree to make such arrangements as may be necessary to ensure that You pay using the method specified by Us from time to time.

5.15 As part of the direct debit process, You are required to complete and sign a 'SEPA Business Service Direct Debits Debtor Confirmation' form and to maintain same in place. In the event that the 'SEPA Business Service Direct Debits Debtor Confirmation' has not been signed by you and received by Us (within 10 days) of our sending it to you, We reserves the right to immediately terminate supply. In the event that the 'SEPA Business Service Direct Debits Debtor Confirmation' lapses or is cancelled without Our prior written consent, We reserve the right to immediately terminate supply.

5.16 If You fail to pay any amount when due:

- (a) interest will be payable on overdue payments at the rate of 3% per year above the Euribor base lending rate in force from time to time. Interest shall be calculated from the date which is 7 days following the date on which the overdue payment became payable, to the date on which it is paid in full. We may also add reasonable charges to Your next bill or statement to recover Our costs and external costs We incur in trying to recover any overdue payments including (without limitation) a reasonable administrative charge and any third party fees reasonably incurred; and/or

- (b) We may require You to change the method by which You pay for Your Gas; and/or

- (c) We may require a reasonable security deposit; and/or

- (d) We may give You notice of Our intention to terminate this Agreement in accordance with condition 8.7 (a) (i) and to arrange to disconnect Your supply.

5.17 You agree that We shall at any time be entitled to apply any portion of the security deposit against any sum owed to Us by You pursuant to the terms of the Agreement.

5.18 You agree to pay any outstanding charges transferred or assigned to Us by Your previous Gas supplier together with any reasonable administration charge as notified by Us to You.

5.19 Any budget pay plans agreed between the Parties are subject to Our review and may be amended or terminated at Our absolute discretion.

6 WARRANTIES

6.1 You warrant that You are the owner or occupier of the Supply Address and that You have the power and authority to permit, grant and provide the matters referred to or contemplated by the Agreement including, but not limited to, securing any required consents, planning permissions, wayleaves or building warrants in respect of the Supply Address and/or other property relevant for supply to the Supply Address.

6.2 You warrant that You will take care to ensure that the Meter and other equipment installed at the Supply Address or other relevant property in connection with supply to the Supply Address is not damaged, stolen, subjected to Meter Tampering or otherwise interfered with, in each case whether by You or any other person, whether deliberately or accidentally and whether with or without Your knowledge and/or consent.

7 CONNECTION

7.1 Where the Supply Address is not connected to the System and We agree to assist You with connection to the System, We will endeavour to arrange connection within 15 Business Days. If it is not possible to connect the Supply Address within 15 Business Days We will notify You of the reason.

7.2 Where the Supply Address is connected to the Gas network, We will start supplying Gas under this Agreement by no later than 15 Business Days after the Start Date, unless:

- (a) You request that the supply starts from a later date; or
- (b) the registered supplier for the Supply Address objects to the transfer of responsibility for the supply of Gas to Us; or
- (c) there are other circumstances beyond Our control which prevent Us from starting to supply on that date.

7.3 The constituents of Gas supplied under the terms of this Agreement shall be in accordance with the quality standards identified from time to time in the Enabling Legislation. It shall be Your responsibility to assess and review the suitability of Gas for Your specific purposes and for use with specific equipment, uses and processes.

8 TERMINATION AND SUSPENSION

8.1 This Agreement shall continue in force until otherwise terminated in accordance with the provisions of condition 4 or condition 8.

8.2 This Agreement shall terminate:

- (a) automatically from the date that a Last Resort Supply Direction, given to an alternative supplier of Gas, takes effect in relation to the Supply Address,
- (b) within 28 days after You have notified Us in writing of Your intention to transfer to an alternative Gas supplier, provided that any Fixed Term has expired; or
- (c) in circumstances other than those set out in condition 8.2 (a) or (b) above, 28 days after You have confirmed in writing that You wish the Agreement to terminate, provided always that any Fixed Term has expired.

8.3 Subject to condition 8.4, You cannot terminate the Agreement during any Fixed Term.

8.4 In the event that this Agreement is terminated by You during the Fixed Term or by Us pursuant to condition 8.8, You shall be obliged to pay Us the Early Exit Fee.

8.5 On termination You shall be entitled (upon written request to Us) to receive all consumption data relating to the supply of Gas to You at the Supply Address up to the date of termination. You shall receive a final bill of Our charges within 6 weeks of the termination date. The applicable Early Exit Fee shall be included on Your final bill in accordance with condition 8.4. On termination, any credit at that time standing to the account of the Customer shall be promptly refunded to the Customer.

8.6 Failure by You to provide Us with the notice required by condition 8.2(b) shall render Your notice ineffective and You shall remain liable for all charges and costs arising under this Agreement until the date of termination including where the Gas supply was not used by You but by a third party.

8.7 (a) We may by written notice to You immediately terminate this Agreement (in whole or in part):
(i) You fail to pay any amount due to Us by the date upon which such amount was due;

(ii) You are due to pay Us a security deposit pursuant to condition 5.10 and We have not received it;

(iii) We have specified the payment method You should use to make payments under this Agreement and You do not use this specified method;

(iv) Where the Network Operator instructs Us to do so or has cut off supply;

(v) We are entitled to refuse to supply You under this Agreement in the circumstances set out at condition 3.7;

(vi) We give You 28 days prior notice of Our intention to so terminate this Agreement;

(vii) there are circumstances out of Our control which prevent Us from supplying Gas to You; or

(viii) the Authority revokes Our Licence.

(b) In the event that We terminate this Agreement pursuant to condition 8.7(a) We shall be entitled to recover Our reasonable charges incurred in discontinuing the supply and Our debt recovery costs.

8.8 This Agreement may be terminated by Us with immediate effect if You are in breach of any condition herein or other trading terms with Us or if the Licence is revoked or Our duty to supply is restricted. In such circumstances We shall be entitled to disconnect Your supply and recover Our reasonable charges and costs incurred in discontinuing the supply together with any amounts due and owing by You to Us as at the date of termination.

8.9 The expiry or termination of this Agreement shall not affect the accrued rights of either Party prior to such expiry or termination.

9 SAFETY

9.1 Escape of Gas

Where You suspect that there is any escape of Gas (or any equipment is damaged which may result in an escape of Gas) You shall immediately notify the Network Operator's emergency service on telephone number 1850 20 50 50, or such other number as is notified to You.

9.2 Misuse of Gas

You shall at all times use Gas in a proper, sensible and safe way and You shall not do anything which interferes with the supply to You or to any other person.

9.3 Abuse of Equipment

You shall not in any way tamper with, misuse or damage the Meter, or any other pipes or apparatus or equipment installed by the Network Operator or Us.

9.4 Maintenance of Equipment

You are exclusively responsible for the care and maintenance of the Appliances on Your Side of the Meter and shall ensure that all the Appliances are adequately maintained. You shall ensure that any person You employ to carry out any work in relation to Your Side of the Meter is Gas Safe qualified and registered or a member of a body approved to carry out such work. We give no warranty, express or implied, as to the adequacy, safety or other characteristics of any Gas pipes and other apparatus, appliances or devices used or to be used in connection with the supply and use of Gas on Your Side of the Meter. You shall promptly at Your own expense comply with all reasonable safety precautions notified or advised by Us and/or GNI as to the location, use and maintenance of the Appliances. Notwithstanding the foregoing, neither Us nor GNI shall have a duty under this Agreement to inspect the Appliances at any time.

10 EMERGENCIES

10.1 The Parties acknowledge that We may be required by (amongst others) the Department of Communications, Energy and Natural Resources, the Authority or the Network Operator to disconnect or cease supply at the Supply Address or take such other action as required for any reason of System security or to comply with any requirement of applicable law or regulation (a "Distribution Constraint") and You agree that the We shall not have any liability in respect of any loss or damage arising as a result. Supply may be disconnected by Us or any other duly empowered person, or by Our or their duly authorised officers or agents were permitted or required by law or any relevant licence, code or agreement. We may make a charge to reconnect Your supply.

10.2 Should We be required to disconnect, interrupt or discontinue supply to the Supply Address, as a result of a Distribution Constraint or a Network Emergency, You shall refrain from using Gas immediately upon being notified by Us that You should do so.

- 10.3 You shall comply with all requests by Us or the Network Operator for the purpose of:
- (a) averting or reducing danger to life or property; or
 - (b) securing the safe transportation of Gas through the System and for maintaining the safety of the System itself.

11 GAS CONNECTION AND METERING BY GNI

- 11.1 GNI shall be responsible for connecting You to the gas pipe network, for installing the Meter, for maintaining Your connection and Meter and for disconnecting You from the gas pipe network.
- 11.2 GNI shall determine the type and size of Meter to be supplied to You from time to time, and its location on each Supply Address.
- 11.3 The Customer shall not interfere or permit any interference with the Meter, whether for repairs or for any other purpose whatsoever, without GNI's consent, and shall notify Us and GNI promptly of any defect therein observed or reasonably suspected or if any alteration or other attention thereto is required.
- 11.4 The Customer shall at all times be solely responsible for safe custody of the Meter and shall reimburse GNI in respect of any damage thereto (including costs of removal and replacement, if any) from whatever cause including fire, accident, theft and malicious injury but excepting fair wear and tear.

12 FORCE MAJEURE

- 12.1 In this condition "Force Majeure" means any event or circumstance beyond the control of the Party concerned and which, notwithstanding the exercise by it of reasonable diligence and foreseeability, that Party was or would have been unable to prevent or overcome. Without limitation to the generality of this condition 12.1, it is acknowledged that any event or circumstance that (a) qualifies as Force Majeure under a Party's connection or transportation contract with the Network Operator (or another network operator) or (b) interrupts or restricts the entry of gas to the transportation system, shall be deemed to be Force Majeure hereunder.
- 12.2 If either Party is by reason of Force Majeure rendered unable wholly or in part to carry out any of its obligations under this Agreement, then the Party affected shall be released from its obligations hereunder to the extent to which they are affected by Force Majeure and for the period during which those circumstances exist, provided that:
- (a) the Party seeking relief under this condition 12.2 shall advise the other Party as soon as practicable by notice in writing of the Force Majeure together with its estimate of the likely effect of the Force Majeure on its ability to perform its obligations and of the likely period of such Force Majeure having regard to the matters referred to in condition 12.2(b);
 - (b) the Party affected shall use all reasonable endeavours to terminate the circumstance of Force Majeure if and to the extent reasonably practicable and with all reasonable speed and at reasonable cost; but nothing in this proviso shall limit Our absolute in relation to the settlement of any labour dispute constituting circumstances of Force Majeure; and
 - (c) the Parties acknowledge that Force Majeure shall not release any Party from any obligation to pay amounts due under this Agreement.

13 LIABILITY

- 13.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 13.2 Nothing in this Agreement excludes or limits a Party's liability to the other Party for death or personal injury resulting from that Party's negligence or fraud or fraudulent misrepresentation.
- 13.3 Each Party agrees and acknowledges that We shall not be liable to You for any breach of this Agreement or liable to You in contract, tort (including negligence and breach of statutory duty) statute or otherwise for any direct, indirect, incidental, special, punitive, consequential, economic or financial loss or damages, or for loss of business opportunity, profits, revenue or goodwill or any loss arising from Your liability to any third party.
- 13.4 Each Party further agrees and acknowledges that, in the event and to the extent that condition 13.3 above is found to be invalid, illegal or unenforceable then:
- (a) Our entire liability for damages resulting from Our performance or non-performance under this Agreement, regardless of

the form of action, and whether in contract, tort (including negligence), misrepresentation (other than fraudulent misrepresentation), warranty or any other legal or equitable grounds, shall be limited in the aggregate to the amount paid by You to Us in the 12 month period preceding the event giving rise to the claim under this Agreement;

- (b) We will not be responsible for any loss or damage sustained by You in respect of any failure by Us to supply Gas as a result of our inability to secure a supply of Gas, industrial action, breaks or defects or restrictions in the Gas pipe network or any other reasonable cause outside Our control;
- (c) We shall not be obliged to perform Our obligations under this Agreement and shall not be responsible for any loss or damage sustained by You in respect of any resulting failure by Us to supply Gas to You; and
- (d) We will not be liable for any loss including loss of earnings or damage, suffered by You in respect of interruptions or cessation of supply resulting from any cause whatsoever including disconnection.

14 ACCESS TO THE SUPPLY ADDRESS

- 14.1 You shall allow Us, the Network Operator or any duly empowered person, or Our or their duly authorised officers or agents, safe access to the Supply Address where permitted or required by law or any relevant licence, code or agreement (including this Agreement). We accept no liability for loss or damage caused by the actions or omissions of GNI, GNI Engineers or its servants or agents and retain at all times the right to access and inspect the Meter and to accompany a GNI Engineer at any time while they are accessing or dealing with the Meter.
- 14.2 You shall allow Us, the Network Operator or any duly empowered person, or Our or their duly authorised officers or agents safe access to the Supply Address, without charge, to enable Us to operate this Agreement in accordance with its terms and conditions, including access for the following purposes:
- (a) when Your property is being connected, for the installation of equipment, Meter, pipes and other apparatus and/or to take such other action which We or the Network Operator consider to be necessary for You to be connected to a Gas supply;
 - (b) at any reasonable time, for the purposes of reading, inspecting, installing, operating, maintaining, repairing, replacing, testing, removing or carrying out any other services in relation to the Meter or any other equipment which has been installed or is to be installed for the purpose of supplying Gas to the Supply Address;
 - (c) at any reasonable time to remove, inspect or re-install any Meter or install any substitute Meter or for the purposes of disconnecting or removing any damaged Meter or equipment;
 - (d) at any reasonable time, for the purposes of ascertaining the register of any Meter;
 - (e) at any time, to disconnect the Gas supply for the purpose of averting imminent danger to persons or property or securing the safety of the network or the safe conveyance of Gas thereby, or where otherwise entitled to disconnect pursuant to this Agreement;
 - (f) at any time to undertake maintenance and emergency works for the purpose of meeting operational or legal requirements; or
 - (g) at any time where authorised by the Enabling Legislation to disconnect the Supply Address or where connection is no longer required in respect of premises or the equipment and/or Meter has not been used in a vacant property for a reasonable period.
- 14.3 Where Metering equipment connected with the supply to the Supply Address is located on any property other than the Supply Address, You shall with effect from the Start Date procure that We, the Network Operator or any other duly empowered person, or Our or their duly authorised officers or agents are at all times permitted safe access to such property, without charge and without notice, to enable Us to operate this Agreement in accordance with its terms and conditions, including access for the purposes set out in this condition 14.

15 ASSIGNMENT

We shall be entitled to assign, transfer, charge or otherwise encumber all or part of Our rights and obligations under this Agreement and shall be able

to transfer Our rights and obligations under this Agreement to a third party who is entitled to supply Gas to the Supply Address. You may not assign, transfer, charge or otherwise encumber all or part of Your rights under this Agreement without Our prior written consent.

16 NOTICES

- 16.1 Any notice We are required or wish to give You under this Agreement, with the exception of notification of Standard Tariffs under condition 5, shall be accepted by You as properly given if delivered by hand or sent by prepaid post to Your Supply Address or such other address as You may notify Us should be used or by electronic mail addressed to You at such email address as You designate or use to communicate with us. Any notices You are required or wish to give to Us under this Agreement shall be accepted by Us as properly given if delivered by hand to or sent to Our registered office or such other address as We may notify You should be used.
- 16.2 Any notice served in accordance with condition 16.1 above shall be deemed to have been received:
- If delivered by hand, at the time of delivery;
 - If delivered by prepaid post, on the third Business Day following the day of posting; or
 - If sent by electronic mail, at the time it is sent unless We receive notification that the electronic mail has not been received.

17 WAIVER

- 17.1 No waiver if any default or delay in enforcing rights under this Agreement by Us or by You shall be construed as a waiver of any rights or remedies.

18 CHANGES TO THIS AGREEMENT

We may change the terms and conditions of this Agreement by giving You twenty one (21) days' notice and updated copies of this Agreement shall be provided to You upon request. If You object to the change(s) You must send written notification to Us within the twenty one (21) day notice period. If You so notify Us of an objection the change will not be effected and this Agreement will terminate twenty one (21) day after the receipt of Your objection. In the event that We do not receive any notice of Your objection within the specified period, the change(s) shall be effective without any further notice or confirmation.

19 DATA PROTECTION / USE OF INFORMATION

- 19.1 As a normal part of supplying you with Energy, Flogas inevitably holds some of Your personal data such as Your name, address, telephone number, Energy meter readings, invoices issued to you, payments received from you and telephone recordings. This purpose of this condition is to clearly describe how we process that personal data, how we respect your privacy, and how You may exercise your right to receive a copy of that personal data. At all times, we treat your personal data in compliance with the Data Protection Acts 1988 and 2003.
- 19.2 Information You provide or that We hold about You may be used by Us in connection with the legitimate interests of Flogas:
- To identify You when You make enquiries or to contact You through mail, telephone or other electronic means;
 - To help administer any accounts, services and products provided by us now or in the future;
 - For market research and analysis or for demonstrating and testing computer systems;
 - To help Us prevent and detect crime, fraud, money-laundering or loss; and
 - For marketing about our services and products that you have purchased from us and which may be of interest to You.
- 19.3 We may monitor or record telephone calls for security purposes or to monitor or improve Our customer standards of service or to help prevent or detect fraud.
- 19.4 We may obtain searches about You from credit reference agencies. We and/or that credit reference agency may retain a record of any credit checks and details of Your account and such details may be passed to other organisations, including debt collection agencies, to allow Us and/or them to access further applications by You or for Our or their debt tracing, debt collection and fraud prevention purposes. This includes tracing those who have moved and are in default.
- 19.5 Where applicable, You agree that We can obtain the information from Your previous supplier that will enable Us to take over Your supply.

- 19.6 Where applicable, You consent to Us making contact with Your current or former landlord or tenant for the purposes of establishing dates of occupation and Energy usage.
- 19.7 In circumstances where You have provided false or inaccurate data and fraud is suspected, We may provide Your data to appropriate credit reference and fraud prevention agencies and law enforcement agencies including the Police and Revenue.
- 19.8 Where applicable, You agree that We can obtain information from Network Operators about You in order to service your account fully.
- 19.9 We may from time to time contact you in writing and/or by phone and/or by email with safety and marketing information (strictly related to your supply of Energy) with Your Invoices and/or statements or independently of Your invoices/statements. Such contact may be by third party agencies carefully selected by Us. Any such contact will be in accordance with our Code of Practice on Marketing. If at any stage you do not wish to receive marketing information from us, you can opt out by contacting us on 1850-306-800 or emailing us at info@flogas.ie or sending a letter to the address stated in 17.11
- 19.10 We must keep Your data accurate, up to date and safe at all times and You have the right to have your data corrected. You also have the right to be forgotten so should You no longer be Our customer and We no longer require to hold Your personal data on file. In this instance We can delete or anonymise Your data so You are no longer identifiable on Our systems.
- 19.11 If You wish to obtain a copy of the data held about You on Our systems please write to Us at Flogas Natural Gas, Knockbrack House, Matthews Lane, Donore Road, Drogheda, County Louth and we will issue You with Your data free of charge.
- 19.12 Should you be dissatisfied with our responses, you may contact the Irish Data Protection Commissioner. Contact details for the Irish Data Protection Commissioner, as well as information on the Irish Data Protection Acts 1988 and 2003, may be found at the Data Protection Commissioner's web site <http://www.dataprotection.ie>
- 19.13 Here are some FAQ's that may help you with any query you may have in relation to Data Protection and the data we hold on you;

What do you do with my data? The protection of your personal data is a priority for Flogas Natural Gas. We will use your information for contractual purposes in:

- Providing our services to you as required by the contractual arrangement between you and us;
- Contacting you by mail and email about your account with invoices, balances and other important information about your account.

We also aim to offer you a better standard of service by using your personal data for the following legitimate interests of our business:

- Telling you by mail about products and offers which we think will be relevant to you;
- Where you have bought from us in the last 12 months, contacting you by e-mail, telephone and/ or SMS about our news and offers;

How do you protect it? We look after your personal information at all times by using appropriate security and technical controls. Anyone who works with us handling your data has to comply with strict standards of European data protection law. All our people are trained to respect your data.

How long will you hold it? Where we are using your data to send you marketing information we will hold it for 7 years as we understand that we may not supply you with Energy during this time but you may switch to another Energy supplier and switch back to us. We are obliged by law to hold your account information (such as your name, address and transaction details) for 7 years.

What do you hold? In most cases, we will only hold information that we need in order to provide you with the services you receive from us, such as your name, address, contact details and other important facts you tell us about how we provide the service to you. You can ask us at any time what information we hold about you; just drop us a line at the address below.

Who will you give it to? We will not sell or distribute your personal information to anyone else unless we have your permission or are required by law to a person authorised to obtain data under specific legislation. If you wish for us to transfer your personal information to a third party (e.g. another service provider), we will provide personal information held by us for you to pass to that third party. We may

share your information with selected third parties including; members of the Flogas group, including our subsidiaries, holding companies and their subsidiaries.

I don't want any more marketing. If you do not want to receive any more marketing material from us by email, post or telephone, just contact as the details below and we will stop immediately. We will still hold your information where we are legally obliged to do so. You can also ask us to stop using your information or erase your personal information from our systems as long as we do not have to keep it for legal reasons.

I want to know more: Please contact us if you would like any of the following: what information is being processed; a copy of information that is being processed; correction of information being processed; deletion of information held on you (commonly known as the right to be forgotten); to restrict processing; to request your data be handed over to someone else; object to the processing of your information.

More details about our approach to data protection are at <https://www.flogas.ie/flogas-our-company/flogas-website-privacy-policy.html>

Who are you? We are Flogas Natural Gas Limited

- **How can I contact you?** E-mail us at info@flogas.ie; call us on 1850-306-800 or write to us at Flogas Natural Gas, Knockbrack House, Matthews Lane, Donore Road, Drogheda. It is always good to hear from you.
- **Still not happy?** We will always try to resolve your concerns. In the unlikely event that you are still concerned, you can contact the Irish Data Protection Commissioner. Contact details for the Irish Data Protection Commissioner, as well as information on the Irish Data Protection Acts 1988 and 2003, may be found at the Data Protection Commissioner's web site <http://www.dataprotection.ie>

20 COMPLAINTS

- 20.1 In the event of a complaint arising between You and Us, We shall use all reasonable endeavours to amicably resolve all issues by entering into direct discussions.
- 20.2 Should You wish to register a complaint with Us You may do so by contacting Our Customer Service Team on 1850 306 800; via email to info@flogasnaturalgas.ie or in writing to Our registered head office: Flogas Natural Gas Ltd, Knockbrack House, Matthews Lane, Donore Road, Drogheda, Co.Louth, Ireland.
- 20.3 Any complaint made by You will be dealt with by Us in accordance with Our Codes of Practice on Complaints Handling available at www.flogasnaturalgas.ie or by contacting Us on 1850 306 800.
- 20.4 Our Codes of Practice approved by the Commission are available to view on Our website www.flogasnaturalgas.ie or You can obtain a free copy by contacting Us at 1850 306 800. Our Codes of Practice include further information on; (i) Billing, (ii) Closing an Account & Final Bill Issuance, (iii) Vulnerable Customers, (iv) Disconnection of Gas Supply, (v) Disconnection of a Premises with No Registered Account Holder, (vi) Reconnection, (vii) Complaints Handling, (viii) Marketing.
- 20.5 Our Customer Charter approved by the Authority sets out Our customer service guarantees and are available to view on Our website www.flogasnaturalgas.ie or You can obtain a free copy by contacting Us at 1850 306 800.

21 DEBT FLAGGING

- 21.1 The Authority has established debt flagging process whereby information regarding Your account is exchanged via the Gas Point Registration Operator ("GPRO"). If You wish to change supplier and Your unpaid debt with Us exceeds the threshold determined by the Authority then We will provide Your new supplier with that information.
- 21.2 When your request to switch is processed, your current supplier will notify us if you are in arrears for more than levels set for all customers by the Authority. If We decide not to carry out the switch because of arrears, We will notify You in writing.
- 21.3 The Authority may also require the GPRO to provide statistical data relating to debt flagging.
- 21.4 By entering into this Agreement, you confirm your consent to the uses and disclosures of personal data as outlined above.

22 DEATH OF A CUSTOMER

- 22.1 In the event of Your death, Your personal representative and/or the occupiers for the time being of the Supply Address, shall be jointly

and severally liable for any continued supply of Gas to the Supply Address or until this Agreement is terminated.

23 ILLEGALITY

- 23.1 If at any time any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
- 23.2 If any provision of this Agreement is so found to be invalid, illegal or unenforceable but would be valid, legal or enforceable if some part of the provision were deleted, the provision in question shall apply with such modifications as may be necessary to make it valid, legal or enforceable.

24 LAW OF IRELAND

- 24.1 This Agreement and any non-contractual disputes arising in connection with this Agreement shall be governed by and construed in accordance with the law of Ireland. The courts of Ireland shall have exclusive jurisdiction in respect of such matters.

Flogas Natural Gas Ltd

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