

# FLOGAS NATURAL GAS LTD. RESIDENTIAL CUSTOMERS GENERAL TERMS & CONDITIONS FOR THE OF SUPPLY OF ENERGY.

The contract between You and Us for the supply of Energy to You is called the Customer contract. It consists of the Customer contract, these Residential Customer General Terms and Conditions, and/or any other product specific terms and Conditions, which may apply. Supply of Energy by Meter to You shall be in accordance with the Customer contract (and/or such other terms and Conditions as may be notified to You from time to time) and applicable law. You should also refer to our Codes of Practice and Customer Charter which are available to You in accordance with Condition 30 of these General Terms and Conditions.

## 1. DEFINITIONS

Please refer to this section for the meaning of the terms used throughout this document.

**Appliances** Means all cookers, boilers, heaters and other apparatus which consume or use Energy (including associated pipework) installed on the Premises beyond the Meter but does not include the Meter or any fittings and piping installed up to the Meter.

**Arrears** Means an overdue balance that has not been paid.

**Engineers** Means all technical Engineers or other personnel so designated by the Network Operator.

**Billing Period** Means the period between dates (monthly or bi-monthly) when the Meter is read, has been read or an Estimate Meter Reading is utilised for determining the Charges payable by You to Flogas.

**Charges** Means the amount(s) payable by You for the supply of Energy by Us together with all costs associated with the supply of Energy by Us including any Pass-Through Charges, Site Works Charges and Exit Fees.

**Commission** Means the Commission for Regulation of Utilities (CRU).

**Conditions** Means these General Terms and Conditions.

**Consumption** Means the amount of energy consumed or used.

**Connection Agreement** Means the agreement between You and the Networks Operator which determines the Energy Connection. A copy is available from GNI, [www.gasnetworks.ie](http://www.gasnetworks.ie) and ESB, [www.esbnetworks.ie](http://www.esbnetworks.ie).

**Customer or You** Means the Customer as identified in the contract.

**Customer Agreement** Means the agreement executed by You with us for the supply of Energy.

**Deemed Contract** Means a legally enforceable agreement considered to have been made between the licensed supplier of electricity or gas and the owner or occupier of the Premises as defined under S.I. 603 of 2015. A Deemed Contract is considered to have come into existence because the owner or occupier (after receiving notice from the licenced supplier and where the Premises continue to be supplied with Energy by that supplier) did not inform the licenced supplier that he or she continued to use the Energy supplied to the Premises concerned after the previous contract for supply to the Premises concerned had expired or was not cancelled when a previous owner or occupier vacated the Premises or the new owner or occupier did not enter a new contract of supply.

**Distribution System** Means the system for the distribution of Energy in Ireland and owned by Gas Networks Ireland and/or ESB Networks.

**Emergency Response Service** Means the Emergency Response Service operated by the Network Operator for the purposes of receiving and responding to reports of actual or suspected Energy related emergencies including suspected leaks or explosions.

**Energy** Means gas and/or electricity.

**Energy Bill** Means the invoice issued by Flogas to You requesting payment of the Charges for the Billing Period.

**Energy Connection** Means the connection between the Network Operator and the Premise up to and including the Meter.

**ESB Networks** Means the entity that is responsible for the construction of all the electricity infrastructure in Ireland including the transmission, sub-transmission, medium and low voltage networks.

**Estimate Reads** Means the value created and used as an estimate of Consumption by Flogas and/or as part of the planned estimate schedule as detailed within the Network Operator's terms & Conditions and used where no physical Meter read has been received by Us during the Billing Period.

**Exit Fee(s)** Means the Charges notified to You when You entered into this Customer Contract and are noted in the Customer Agreement which is due to Us when You terminate your Customer Contract prior to the expiry of any agreed contract term.

**Flogas or 'We' or 'Us'** Means Flogas Natural Gas Limited head office located at Knockbrack House, Matthews Lane, Donore Road, Drogheda, Co. Louth, Ireland, A92 T803.

**Gas Networks Ireland or GNI** Means the networks business of Gas Networks Ireland, Gasworks Road, Cork, the owner and operator of the gas pipe network up to the Meter.

**Meter** Means any Meter and related fittings installed by the Network Operator for measuring the quantity of Energy used by You on the Premises.

**Network Emergency** Means an emergency causing harm to a person(s) and/or property and/or outage of supply arising from a fault in the Network or any part of the Network.

**Network** Means all the transmission and distribution pipelines used for the transmission, distribution and supply of Energy to, from and/or within Ireland.

**Network Operator** Means the Operator of the gas and electricity transmission or Distribution System. For gas, it's Gas Networks Ireland and for electricity, it's ESB Networks.

**Pass-Through Charges** Means any applicable third-party costs, Charges, taxes, duties, levies and/or any Government-imposed charges for the supply and distribution of Energy to the Premises, including but not limited to, transportation and distribution Charges (as applicable).

**Premises** Means the location specified by You when You entered into this Customer Contract and/or any such additional Premises as may be notified by You to Us and accepted for supply by Us.

**Site Work(s)** Means any works carried out by the Network Operator on Your Premises and any other piece of work as set out in the Network Operators Charges, including but not limited to the provision, installation, repair, maintenance, locking, unlocking, disconnection or reconnection of the Meter or equipment used in the transportation and supply of Energy.

**Supply Point** Means the point(s) at which Energy supplied by Us is metered.

**Tariff** Means Our pricing structure applicable to Your account and agreed at the contract agreement.

**Vulnerable Customer** Means a Customer who is as defined under S.I. No. 463/2011 - European Communities (Internal Market in Electricity and Gas) (Consumer Protection) Regulations of 2011: (i) critically dependant on electrically powered equipment, including but not limited to life-protecting devices, assistive technologies to support independent living and medical equipment; and/or (ii) particularly vulnerable to disconnection during winter months for reasons of advanced age (66 years or above) and/or physical, sensory, intellectual or mental health, or as defined by the Commission from time to time.

## 2. HOW THESE CONDITIONS APPLY TO YOUR CONNECTION FOR THE SUPPLY OF ENERGY

(a) As a condition of You being connected to the Energy Distribution System, You now agree to be bound by the Connection Agreement.

(b) The Connection Agreement is entered into by You and the Network Operator under which You have the right to be connected to the Energy Distribution System in line with the terms and Conditions of that agreement as found at [www.gasnetworks.ie](http://www.gasnetworks.ie) and/or [www.esbnetworks.ie](http://www.esbnetworks.ie)

## 3. SUPPLY OF ENERGY BY FLOGAS

(a) We will supply Energy to You at the Premises for the duration of the Customer Agreement or until it is ended by either of us in accordance with Conditions 20, 21 and 22. We may issue You with additional product-specific terms and Conditions depending on the product You choose. Information in relation to any such additions will be issued to You as required.

(b) The quantity of Energy consumed by You shall be determined by periodic Meter readings including Estimate Meter Readings provided by the Network Operators or generated by Us.

## 4. COOLING OFF PERIOD

(a) You have the right to cancel this Customer Agreement within 14 calendar days of You agreeing to the supply of Energy from Us. To cancel Your agreement please contact our Customer Service Team on 041 214 9500 or by completing and returning your cancellation form.

(b) Any cancellation made within this 14-day period will be without any Exit Fee to You. However, if You request a cancellation after the Cooling Off Period has ended an Exit Fee will be applied to Your account for each fuel ended.

## 5. ENERGY TARIFFS

(a) The price payable by You for Energy supplied by Us is set out in the Tariff as presented to and agreed with You at the time of entering this Customer Agreement.

(b) Our current publicly available Tariffs are available for view at [www.flogas.ie](http://www.flogas.ie)

(c) As a new Customer, You may be provided with an introductory fixed term Tariff. On the expiration of any fixed term contract Your Tariff will automatically be changed to Our standard Tariff or another Tariff as chosen by Us and as applicable at the time. To ensure that You have adequate notice of the impending change in Tariff and/or the expiration of a fixed term contract we will provide You with between 30 & 60 days' notice of the ending of Your fixed contract term agreement. If You end the Customer Contract prior to the expiry of this fixed contract period, You will pay Us the Exit Fee of 50 EURO Inc. VAT per fuel term ended.

(d) Changes to the Flogas standard Tariff will operate independently of the expiry of a Customers' introductory offer.

(e) From time to time, we may, at our sole discretion, offer certain categories of Customers (which may or may not include You) special Tariffs, for a certain period, which will be determined by Us.

(f) Any notification issued will state the date from which the change in Tariff will come into effect.

(g) Whereby You remain on the same Tariff category for a period of 3 years or more we will issue You with an annual prompt to advise You of this fact and urge You to review Your Tariffing arrangement.

(h) We are not required to notify You of any special Tariffs introduced by Us from time to time. We shall have no liability to You and will not be held accountable if You do not avail of any such special Tariff or You have chosen the incorrect Tariff. If Your Energy Consumption is more than what We deem (acting reasonably) to be appropriate for a domestic Customer, we will notify You of this and We may change You to an alternative large residential user Tariff that would be more appropriate for Your Consumption.

## 6. PAYG - PAY AS YOU GO METERING

(a) Flogas may with Your consent request the Network Operator to install and/or exchange Your existing Energy Meter with a PAYG Meter if You meet the criteria as stipulated by the Commission from time to time.

(b) You are responsible to take care of Your PAYG card and ensure that the Meter is kept clean and is not damaged to the best of Your ability.

(c) If You do not comply with section 6(b) we reserve the right to charge You for the replacement of Your PAYG Meter.

(d) If You have a PAYG Meter installed at Your premise You will not be issued with a scheduled invoice. Flogas will issue You with a quarterly statement of account in line with our Code of Practice.

(e) Details of how to use the PAYG Meter can be found on our website or by contacting our Customer Care Team on 041 214 9500.

(f) If You build up too much credit or are moving to a new premise and require a refund of credit from Your PAYG Meter, please contact Our Customer Care Team to discuss same. To process the refund, You must contact us on the day You are moving out. Once the request is processed all credit will be removed from the Meter and issued to You.

## 7. METERING AND ACCESS TO THE PREMISES

(a) Your supply of Energy will be measured by metering equipment installed and maintained in line with the Connection Agreement. The Network Operators staff, its agents or contractors will endeavour to read the Meter in line with the Meter read schedule.

(b) All equipment and installations at the Premise up to and including the Meter, belong to the Network Operator. These must be kept at Your Premises and used in line with the Network Operators instructions.

(c) You must comply with all Conditions of the Network Operator or as provided by Flogas on behalf of the Network Operator regarding the Energy Connection and any related matters. A copy of the Network Operators terms and Conditions can be found at [www.gasnetworks.ie](http://www.gasnetworks.ie) or by phoning 1800 464 464. A copy of ESB Network's terms and Conditions can be found at [www.esb.ie](http://www.esb.ie) or by calling 1800 372 757.

(d) You agree to allow the Network Operators authorised personnel, agents or contractors onto the Premises for the purposes of reading, inspecting, disconnecting, locking or removing the Meter or Meters. You also agree to their entry onto the Premises for laying, renewing and maintaining Energy mains or services. You agree that their entry will be permitted at all reasonable times and at any time in an emergency.

(e) Your attention is particularly drawn to this clause. You indemnify Flogas and/or the Network Operator against any claims arising out of such works unless attributable to the negligence of the Network Operator, the Network Operator's Engineers, its servants or agents.

(f) Your attention is particularly drawn to this clause. Flogas accepts no liability for loss or damage caused by the actions or omissions of the Network Operator, their Engineers or its servants or agents and always retains the right to access and inspect the Meter and to accompany the Network Operators engineer at any time while they are accessing or dealing with the Meter.

(g) You shall not interfere or permit any interference with the Meter on the Premises, whether for repairs or for any other purpose whatsoever, without the Network Operators consent. You shall notify Flogas and/or the Network Operator promptly of any defect observed or suspected and/or if any alteration or other attention is required.

- (h) You shall always be solely responsible for the safe custody of the Meter and shall reimburse the Network Operator for any damage caused to the Meter including but not limited to, the cost of removal and replacement, damage caused by fire, accident, theft and malicious injury but excluding fair wear and tear.

#### 8. METERS, METER READS AND BILLING OF ENERGY CONSUMPTION

- (a) The reading shown by the Meter will be taken as the sole evidence of the quantity of Energy supplied to You except where it is identified that the Meter is not correctly registering Consumption due to a fault within the Meter or by reason of unauthorised interference.
- (b) We will regularly (monthly or bi-monthly) send You Energy Bills for the Energy You consume, and these will be deemed delivered after 2 working days of Us issuing them.
- (c) In between readings of the Meter, estimations of Your Energy Consumption may be made by Us or the Network Operator.
- (d) You will be charged for the Energy consumed, or estimated to have been consumed, or passed through the Meter, or estimated to have passed through the Meter at the kWh unit cost applicable to the Tariff You have chosen for the Billing Period. Other Charges as set out within Your Tariff as confirmed upon the activation of Your account including but not limited to Site Work Charges, supply Charges and/or capacity Charges per day will apply.

#### 9. METER TESTING

- (a) You may at any time require Flogas to have the Meter tested. This is subject to You paying in advance the estimated cost of the removal, replacement and testing of the Meter in line with the Site Works Agreement. This payment shall only be refunded to You if it transpires that the Meter has been incorrectly registering Your Energy Consumption. Should it transpire that You were overcharged because of this incorrect metering, the refund will include correction of same. Should it transpire that there is an undercharge, Your account will be corrected to reflect same.
- (b) We may at any time at Our own expense test Your Meter. If any such test reveals that the Meter is incorrectly registering Consumption, we will rectify amounts charged for Consumption in the manner detailed in Condition 10 below.

#### 10. CORRECTION OF METER ERRORS

- (a) If Your Energy Consumption during any Billing Period is incorrectly calculated due to a Meter reading error, then the Charges due from You for that Billing Period shall be adjusted accordingly in the next Billing Period.
- (b) If the Meter stops registering or if there is evidence that the Meter is or may be registering incorrectly, the Meter shall be replaced. The average daily Consumption shall be calculated through the replacement Meter over a reasonable period. This will be determined by the Network Operator.
- (c) The average daily Consumption noted in 10(b) above shall be the basis for estimating the Consumption over the period of error.

#### 11. SITE WORKS

- (a) You can ask the Network Operator to carry out Site Works at the Premises in accordance with the terms of this Customer Contract. We may also ask them to carry out Site Works at the Premises.
- (b) We will promptly inform You (and when appropriate The Network Operator) of the cost and payment terms for the Site Works.
- (c) Subject to Condition 7 above, You may be responsible for all costs (including VAT) associated with the Site Works whether requested by You or Us. This includes any costs incurred because of the cancellation of Site Works by You or because of Your default. We may also ask the Network Operator to carry out Site Works at the Premises such as locking, unlocking, disconnection, reconnection and servicing of the Meter.
- (d) You agree to allow The Network Operators authorised personnel, agents or contractors' entry to the Premises.
- (e) Failure to comply with any aspect of Section 7 of this Agreement which results in delays in payment for the Energy used by You, will entitle Us to treat this as neglect or refusal to pay for the purposes of this Contract.

#### 12. PAYMENT

- (a) You must pay Us for all Energy consumed by You or which has passed through the Meter or which is estimated to have been consumed during the Billing Period (plus VAT) together with any other Charges applicable to Your agreed Tariff.
- (b) Unless otherwise agreed, every Energy Bill, including those based on an Estimate Meter Reading, are payable on the payment date and/or as specified in the Energy Bill. If not paid accordingly, Flogas may terminate this Customer Contract and disconnect Your supply in accordance with Condition 20 and/or proceed in any manner for recovery of the Charges due.
- (c) You must pay Us for any Site Works that we or You have requested be carried out at the Premises and for which we have been charged by the Network Operator. This includes, but is not limited to, the locking, unlocking, meter testing, disconnection or reconnection of the Meter.
- (d) If You have an account with Us at another Premises, Flogas is entitled to transfer any credit or debt between Your accounts for Us to recover any Charges You owe to Us.
- (e) Payment options and methods are set out on the back of Your Energy Bill, on Our website and in Our Code of Practice. See reference 'Payment of Bills'. A copy of Our Code of Practice is available at [www.flogas.ie](http://www.flogas.ie) or by contacting our Customer Care Team on 041 214 9500.

If You build up too much credit or are moving to a new house and require a refund of credit from Your account, please contact Our Customer Care Team to discuss same. To process the refund, You must contact us on the day You are moving out. Once the request is processed all credit will be refunded to You in 10 working days.

#### 13. SECURITY DEPOSIT

- (a) If requested, You must provide Us with security whether by way of deposit or a guarantee at our discretion for the payment of any Charges under this Customer Contract.
- (b) If You fail to timely provide the requested security to Us We may at Our discretion withdraw the supply of Energy in line with our Code of Practice on Disconnection.
- (c) All tenant Customers are required to provide Flogas with a security deposit.
- (d) Any residential Customers who breach their credit terms are immediately required to provide a security deposit.
- (e) Flogas may increase the amount of an existing security deposit if You fail to meet Our credit terms or if You fail to pay any due amount on Your account.
- (f) The security supplied by You is refunded to You by cheque or credit to Your account in accordance with Your instruction when:
- You close Your account and all outstanding Charges are settled; or
  - when Your account has remained within the agreed credit terms for a minimum of 12 months.

#### 14. VULNERABLE CUSTOMERS

- (a) Vulnerable Customers are defined by legislation under two registers, (i) the priority service register as household Customers who are critically dependent on electrically powered

equipment, which shall include but is not limited to life protecting devices and/or assistive technologies to support independent living and medical equipment, or (ii) special service register, household Customers who are particularly vulnerable to disconnection during winter months for reasons of advancing age (66years or above) and/or physical, sensory, intellectual and/or mental health concerns.

- (b) Flogas have special services for those who register with Us as being elderly and/or have physical impairments or mental health concerns.
- (c) We will continue to provide Energy to a Customer who has demonstrated eligibility for inclusion on the register. This may require medical confirmation. Details of this service are set out in Our Code of Practice for Vulnerable Customers and may be obtained by contacting us on 041 214 9500.
- (d) Flogas will only disclose this information to the Network Operator who requires the information to perform certain services for You in accordance with the eligibility for inclusion on the special services and priority register as outlined within our Code of Practice for Vulnerable Customers available on our website [www.flogas.ie](http://www.flogas.ie) or by contacting our Customer Service Team on 041 214 9500.

#### 15. SECURITY AND EMERGENCY ARRANGEMENTS

- (a) In the event of a Network Emergency Flogas may:
- at the request of the Network Operator, the National Gas Emergency Manager or the Emergency Response Service discontinue the supply of Natural Gas and/or electricity to the Premises; and/or
  - provide instruction to immediately refrain from using the Appliances or consuming Energy.

#### 16. EMERGENCY RESPONSE CONTACT DETAILS

The Network Operator is contactable twenty-four (24) hours a day in the event of an emergency. The emergency contact details as at the date of the Customer Agreement are set out below. Any changes to these contact details will be available on our website [www.flogas.ie](http://www.flogas.ie)

##### Emergency Contact Information:

Gas Networks Ireland Telephone LoCall: 1800 20 50 50

ESB Networks Telephone LoCall: 1800 372 999

#### 17. LIMITATION OF LIABILITY

- (a) Your attention is particularly drawn to this clause. Flogas accepts no liability for loss or damage caused by the actions or omissions of the Network Operator Engineers or its servants or agents in respect of Your Energy connection or any Site Works undertaken by the Network Operator.
- (b) Your attention is particularly drawn to this clause. In the event of any breach of this Customer contract by Us, we shall not be liable to You for any indirect or consequential loss or economic loss suffered by You as a result of the sale or supply of Energy to You or in connection with this Customer contract.
- (c) Your attention is particularly drawn to this clause. Flogas will not be responsible of any loss or damage sustained by You in respect by any failure by us to secure a supply of Energy, industrial action, breaks, defects or restrictions in the Distribution System or any other reasonable cause outside our control.
- (d) Your attention is particularly drawn to this clause. Flogas accepts no liability arising in relation to Your Appliances, associated pipe work or the maintenance of Your Appliances or associate pipe work.

#### 18. VARIATION OF GENERAL CONDITIONS

- (a) Flogas shall have the right at any time to amend, vary or add to these Conditions and any such variation, addition or amendment shall be binding on You.
- (b) Flogas will give You 30 days' notice of such changes/alterations via notification which includes but is not limited to our website, mass media, on/or with the bill, by email or letter. We will provide a copy of the amended Terms and Conditions of Supply at least 28 days before the change comes into effect.
- (c) If any such variation, addition or amendment is not accepted by You, Your sole remedy will be to terminate this Customer Contract under Condition 21(iv).
- (d) The unvaried Conditions shall apply during this 30-day notice period.

#### 19. DISCONTINUANCE OF SUPPLY

- (a) Any Meter supplied to You shall remain the property of the Network Operator and may be removed or disconnected by the Network Operator in the following circumstances:
- under the instruction of Flogas/supplier;
  - for safety reasons;
  - suspected interference reasons; or
  - if there is no registered Energy supplier at the Premises.

#### 20. TERMINATION/DISCONNECTION OF METER BY FLOGAS

- (a) Flogas may terminate this Customer Contract and/or disconnect Your Meter;
- with notice, if You continue to be in breach of these Conditions for a period of 30 days after You receive notice from Us that You are in breach of these Conditions;
  - with notice, if You have failed to pay any Arrears or security deposit due or fail to honour a re-payment plan provided, we have followed our Code of Practice on Billing and Disconnection at a singular fuel level;
  - with notice, if there is no occupant at the Premises registered with Us;
  - with notice, where You are for a period refusing access to the Premises and/or obstructing the exercise of Our rights under this Customer Contract to enter the Premises;
  - without notice, if You become bankrupt or enter into any arrangement or composition with Your creditors, provided termination according to this clause shall not prejudice any rights of Flogas exists as at or before termination;
  - without notice, if We consider or are informed by the National Gas Emergency Manager or the Network Operator that there is a risk of fire or explosion or injury to persons or property by reason of any defect or suspected defect in the supply pipe network, service pipe, Meter installation up to and including the Appliances;
  - without notice, if the Supply Point has been disconnected, locked or de-energised by the Network Operator and the supply of Energy to the Supply Point has been discontinued;
  - without notice, if tampering of the Meter or Meter lock is reported by the Network Operator; or
  - without notice, if Flogas no longer holds an Energy supply licence as issued by the Commission.

- (b) If We terminate this Customer Contract under this Condition all outstanding Charges shall fall due for immediate payment.

#### 21. TERMINATION OF CONTRACT/CUSTOMERS REQUEST

- (a) You may terminate this Customer Contract and/or request the disconnection and/or removal of the Meter if;

- i. You no longer own or occupy the Premises and You have provided the notice in accordance with Condition 22(a) below;
- ii. Energy is supplied to the Premises by another registered supplier. There is no cost associated with the change of supplier except for the Exit Fee clause which may be applicable in accordance with clause 5(c) as cited above.
- iii. A new account is opened by a new Customer at the Premises;
- iv. You request the removal of the Meter and incur all Site Works costs, or You reject a varied or amended version of these Conditions notified to You under Condition 18 provided You have registered to switch Your supply to another provider or You have provided instruction to disconnect the Meter which services Your account.
- (b) If You terminate this Customer Agreement under this Condition all outstanding Charges shall fall due for immediate payment.
- (c) Customers may elect to renegotiate or renew their contract with Flogas on the expiration of a fixed period contract. After the fixed period You will revert to Flogas standard Tariff. Once You have signed up to our renewal Tariff, there is a 14 day Cooling Off period as per condition 4, during which You may choose to cancel Your agreement to renew, by contacting our Customer service team or completing and returning Your cancellation form.
- 22. CHANGE OF OCCUPIER (CLOSURE OF AN ACCOUNT)**
- (a) If You are moving from the Premises or selling, disposing of, transferring or letting the Premises You must give Us seven days' notice to terminate this Customer Contract. This notice shall be by telephone or in writing.
- (b) All outstanding Charges shall fall due for immediate payment.
- (c) You will remain liable for all Energy used in the Premises until Your notice is correctly given and a Meter reading has been provided and/or You have given access to the Network Operator to read the Meter.
- (d) If You cannot provide us with a meter reading, we may issue You with a closing invoice based on an Estimate Meter Reading. In this instance should an actual Meter reading come in from the Network Operator which differs from the Estimate Meter Reading used to close Your account will be reviewed and You may be issued with an amended closing statement advising of the difference. We can alternatively in line with Your agreement obtain a special Meter reading from the Network Operator to close Your account at a cost of €50, including VAT, to You, per fuel term ended.
- (e) If You cannot provide us with the name of the incoming Customer or Your letting agent or Your landlord details, You must give the Network Operator access to the Meter to obtain a Meter reading. Any Site Works fees due because of the Network Operator obtaining the Meter reading may be charged to Your final Energy Bill at the discretion of Flogas.
- 23. DEEMED CONTRACTS**
- (a) If You own or occupy a Premises where a supply of Energy is provided, and there is no contract for the supply of Energy with Flogas as the registered supplier of the Premises then You will be supplied by us under a Deemed Contract.
- (b) The Deemed Contract will be between us and You, the owner or occupier of the Premises. The Deemed Contract will start on the date when You begin to take a supply of Energy in the absence of a contract for supply with us and shall end on the date on which we or another supplier is registered with the Network Operator as the supplier of the Premises or on the date on which we cease to supply the Premises, whichever is the earliest.
- (c) We will issue You with a notice informing You that You are bound by these general terms and Conditions under our Deemed Contract. You will also be bound by the general terms and Conditions of the Network Operator for the Energy You are using.
- (d) We will date this notice and serve it to You by sending it via prepaid ordinary post to the Premises or by delivering it by hand to the owner or occupier of the premise or by email.
- (e) The notice shall request You the owner or occupier to furnish Us Flogas with Your name and contact details. The notice will further advise You that it is served as the purpose of S.I. No. 603/2015 - Section 16A (5) Energy (Miscellaneous Provisions) Act, 1995, (Deemed Contracts) Regulations 2015. The notice will further confirm that You as the owner or occupier can choose to enter into a contract of supply with Us Flogas or with an alternate Supplier of Your choice. Should You wish to change supplier You must contact Your chosen supplier directly to register with them for the supply of Energy at the premise.
- (f) Our Deemed Contract operates on our standard Tariff and You are responsible for the payment of all Charges invoiced under the Deemed Contract for the supply of Energy provided to the premise.
- (g) Where a premise is governed by a Deemed Contract it will be at risk of disconnection.
- (h) Customers supplied on Deemed Contracts are free to switch to a supplier of their choice or enter into a formally agreed supply contract with Us.
- 24. SUPPLIER OF LAST RESORT**
- This Customer Contract shall terminate without notice if the Commission gives a last resort supply direction to another Energy supplier to supply the Premises. Termination will be effective on the date that the direction takes effect. Your information may be transferred to the Supplier of Last Resort in the event of such a direction from the Commission.
- 25. DEATH OF A CUSTOMER**
- In the event of Your death, You agree that Your personal representative and/or the then occupiers of the Premises shall be jointly and severally liable to Us for any outstanding Charges and/or the continued supply of Energy under the terms of this Customer Contract.
- 26. DEBT FLAGGING**
- (a) The Commission has established the debt flagging process whereby information regarding Your account is exchanged via the Network Operator. If You wish to change supplier and Your unpaid debt with Us exceeds the threshold determined by the Commission, then We will provide Your new supplier with that information.
- (b) When Your request to switch is processed, Your current supplier will notify us if You are in Arrears for more than levels set by the Commission. If We decide not to carry out the switch because of Arrears, We will notify You in writing.
- (c) The Commission may also require the Network Operator and/or Us, to provide statistical data relating to debt flagging.
- (d) By entering into this Customer Contract, You confirm Your consent to the uses and disclosures of personal data as outlined above.
- 27. COMPLAINTS**
- (a) In the event of a complaint arising between You and Us, we shall use all reasonable endeavours to amicably resolve all issues by entering direct discussions.
- (b) Should You wish to register a complaint with Us You may do so by contacting our Customer Service Team on 041 214 9500; via email to [complaints@flogas.ie](mailto:complaints@flogas.ie) or in writing to our registered head office:  
Flogas Natural Gas Ltd,  
Knockbrack House, Matthews Lane,  
Donore Road, Drogheda,  
Co. Louth, Ireland. A92 T803
- (c) Any complaint made by You will be dealt with by Us in accordance with our Codes of Practice on Complaints Handling available at [www.flogas.ie](http://www.flogas.ie) or by contacting us on 041 214 9500.
- 28. NOTICES**
- (a) Any notice given under this Customer Contract shall be in writing and signed by or on behalf of the party giving it.
- (b) Notices required under these terms and Conditions will be in writing and may include but are not limited to: (i) sent by post or by e-mail; or (ii) published on our website [www.flogas.ie](http://www.flogas.ie); or (iii) published by a notice in any national daily newspaper; or noted on Your bill or statement.
- (c) Any notices sent by post will be sent to the billing address or any other address (as the case may be) notified by You to Us.
- (d) Any notices sent by e-mail will be sent to the e-mail address provided by You to Us (if any). We will assume You have received notices within 2 working days of the date issued unless We receive evidence to the contrary.
- 29. DATA PROTECTION / USE OF INFORMATION**
- 29.1** 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 condition clearly describes 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 relevant data protection legislation.
- 29.2** Information You provide or that We hold about You may be used by Us in connection with the legitimate interests of Flogas:
- (a) To identify You when You make enquiries or to contact You through mail, telephone or other electronic means;
- (b) For market research and analysis or for demonstrating and testing computer systems;
- (c) To help Us prevent and detect crime, fraud, money-laundering or loss; and
- (d) For marketing about our services and products that you have purchased from us and which may be of interest to You.
- Information You provide or that We hold about You may be used by Us in connection with contractual purposes:
- (a) To help administer any accounts, services and products provided by Us to You now or in the future;
- (b) To recover outstanding amounts and make reimbursements to You.
- Information You provide or that We hold about You may be used by Us in connection with legal obligations:
- (a) to help prevent and detect crime;
- (b) to ensure the health and safety of You and any other stakeholders affected by our operations.
- 29.3** 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.
- 29.4** 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.
- 29.5** Where applicable, it is in our legitimate interest to obtain information from Your previous supplier that will enable Us to take over Your supply safely and efficiently.
- 29.6** Where applicable, It is in our legitimate interest to contact Your current or former landlord or tenant for the purposes of establishing dates of occupation and Energy usage.
- 29.7** 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.
- 29.8** Where applicable, We can obtain/provide information from/to Network Operators about You in order to service your account fully. This would be a legal obligation on both parties involved.
- 29.9** 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 041 21 49500 or emailing us at [info@flogas.ie](mailto:info@flogas.ie) or sending a letter to the address stated in 29.11
- 29.10** 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.
- 29.11** 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.
- 29.12** 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 relevant Data Protection Acts, may be found at the Data Protection Commissioner's web site <http://www.dataprotection.ie>.  
More details about our approach to data protection are at <https://www.flogas.ie/flogas-our-company/flogas-website-privacy-policy.html>
- 30. ASSIGNMENT**
- (a) This Customer Contract is personal to You and You may only transfer it to someone else with Our consent.
- (b) We may, without prior notice, assign or transfer, all or any part of Our rights and subcontract any of Our obligations under this Customer Contract to a party that holds the necessary authorisation.
- 31. CODES OF PRACTICE AND CUSTOMER CHARTER**
- (a) Our Codes of Practice approved by the Commission are available to view on our website [www.flogas.ie](http://www.flogas.ie) or You can obtain a free copy by contacting us at 041 214 9500. Our Codes of Practice include further information on (i) Marketing and advertising, (ii) Customer sign up, (iii) Billing, (iv) Disconnection, (v) Complaint Handling, (vi) Vulnerable Customers and (vii) Pay As You Go Metering.
- (b) Our Customer Charter as approved by the Commission sets out Our Customer service guarantees and is available to view on our website [www.flogas.ie](http://www.flogas.ie) or You can obtain a free copy by contacting Us at 041 214 9500.



### 32. CONTACT DETAILS

Flogas Natural Gas Limited, Knockbrack House, Matthews Lane, Donore Road, Drogheda, Co. Louth, Tel: 041 214 9500, Email: [info@flogas.ie](mailto:info@flogas.ie), Website: [www.flogas.ie](http://www.flogas.ie)

### 33. MISCELLANEOUS

- (a) If any court or competent authority finds that any provision of this Customer Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Customer Contract shall not be affected.
- (b) No failure or delay by Us or You to exercise any right or remedy provided under this Customer Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (c) This Customer Contract shall be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to decide any disputes arising between Us and You.



**FLOGAS IRELAND LTD**

**TEL: 041 214 9500**

**EMAIL: [info@flogas.ie](mailto:info@flogas.ie)**

**[www.flogas.ie](http://www.flogas.ie)**