

## MAY 2018

### CONDITIONS OF SUPPLY FOR ELECTRICITY TO SME BUSINESS CUSTOMERS

*These are our Conditions which are applicable to Customers with tariffs in Duos Groups DG1, DG2, DG5 or DG6, availing of a Fixed Price Plan or a Variable Price Plan.*

*For Customers falling within DG6 Duos Group, this Agreement shall consist of the completed and signed Customer Agreement Form, the Energy Rates Contract, these Conditions and any applicable Confirmation Letter. For Customers falling within DG1, DG2 and DG5 Duos Groups, this Agreement shall consist of the completed and signed Customer Agreement Form, the Rate Card, these Conditions and any applicable Confirmation Letter for the supply of electricity by Flogas Natural Gas Limited (company number 47246), whose registered office is at Building 2, 3rd & 4th Floor, The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin, K67 E2H3. These have been drawn up within the legislative and regulatory framework of Ireland. The Company agrees to sell and the Customer agrees to buy electricity, all subject to and in accordance with these Conditions.*

#### 1. DEFINITIONS

1.1 In this Agreement:

**“Agreement”** means the contract between You and Us for the supply of electricity to the Premises which is subject to the Conditions and the terms set out in the Customer Agreement Form, any applicable Confirmation Letter and the Rate Card (for Customers within the DG1, DG2 and DG5 Duos Groups) or the Energy Rates Contract (for Customers within the DG6 Duos Group).

**“Appliances”** means all apparatus which consume electricity (including associated wiring) installed on the Premises beyond the Meter but does not include the Meter or any fittings and wiring installed up to the Meter;

**“Billing Period”** means a period usually of one month's duration (or as otherwise agreed) in respect of which the Company will issue invoices to the Customer under this Agreement;

**“Business Day”** means a day (other than a Saturday, Sunday or public/bank holiday) when banks in Dublin are open for business;

**“Commission”** means the Commission for the Regulation of Utilities (CRU);

**“Conditions”** means the standard terms and conditions set out in this document;

**“Commencement Date”** means the date notified by the MRSO to the Company as being the date on which the Company commences the supply of electricity to the Customer at the Premises or a date notified to the Customer by the Company;

**“Commitment Period”** means a time period, as specified in Your Customer Agreement Form or Confirmation letter (as applicable), during which You are a Customer of the Company;

**“Confirmation Letter”** means any letter sent to You from Us following Your agreement to be supplied with electricity by Us including details of Your chosen Price Plan and any Commitment Period, where applicable;

**“Connection Agreement”** means the agreement entered into between the Customer and ESB setting out the terms on which the Premises may be connected to the ESB distribution network;

**‘Customer’, ‘You’, ‘Your’** means the person, persons or entity who enters into this Agreement with Us for the supply of electricity and the person taking the supply at the Premises (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;

**“Customer Agreement Form”** means a hard copy agreement form which sets out details of the Agreement including details of Your chosen Price Plan and any Commitment Period, where applicable;

**“Deemed Contract”** means, as between a supplier and a consumer, a contract for the supply of electricity to have been made under section 16A of the Energy (Miscellaneous Provisions) Act 1995, as amended;

**“De-energise” or “De-energisation”** means the taking of any steps whereby no electrical current can flow through the Meter;

**“Distribution Services”** means any works carried out by ESB Networks in relation to the Electricity Connection, including, but not limited to, the provision, installation, repair, maintenance, energisation or de-energisation or servicing of the Meter or equipment used in the distribution and supply of electricity to the Premises;

**“Early Exit Fee”** means the fee to be paid by You if You terminate the Agreement before the expiry of the Commitment Period in the Customer's Price Plan. The method of calculation of the Early Exit Fee is as set out in Condition 10.3;

**“Electricity Connection”** means the connection between the Electricity Network and the Premises up to and including the Meter;

**“Electricity Network”** means all of the transmission and distribution wires used for the transmission, distribution and supply of electricity to, from or within Ireland and includes any electrical plant, transformers and switchgear which are the property of ESB;

**“Emergency”** means an emergency endangering persons and/or property or an outage in the electrical supply arising from a fault in the Electricity Network;

**“Emergency Response Service”** means the emergency response service operated by ESB Networks for the purposes of receiving and responding to reports of actual or suspected electricity emergencies;

**“Energy Rate”** means the price to be paid for each unit of electricity supplied;

**“Energy Rates Contract”** means a hard copy agreement form which sets out details of the Agreement including details of the Rates applicable to You and specifies other terms including price details;

**“Energy Credits”** means any energy credits that are capable of award by the Sustainable Energy Authority of Ireland as a result of an Energy Saving Solution provided under this Agreement or otherwise;

**“Energy Saving Solutions”** means any measure provided by the Company or its sub-contractor or agents, which is designed to reduce the energy usage and/or improve the energy efficiency of the Premises;

**“ESB”** means Electricity Supply Board, a statutory corporation constituted under the Electricity (Supply) Act 1927, its successors and assigns;

**“ESB Networks”** means the ESB, acting as operator of the Electricity Network;

**“Estimated Usage Factor”** means the estimated usage factor supplied by ESB Networks in relation to each tariff and provided to the Company;

**“Fixed Price Plan”** means a Price Plan which is fixed or agreed by Us for the Commitment Period but which is subject to change in accordance with Condition 7.8;

**“Flogas Natural Gas Limited” or “Company” or “We” or “Us” or “Our”** means Flogas Natural Gas Limited, a company incorporated in Ireland with registration number 47246 and registered office at Building 2, 3rd & 4th Floor, The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin, K67 E2H3;

**“Flogas Natural Gas Group”** means the Company and any subsidiary or holding company of the Company from time to time and any subsidiary of such holding company;

**“Government”** means the Government of Ireland;

**“Meter”** means the electricity meter and related fittings and wires installed by ESB Networks for the purpose of measuring the quantity of electricity used by the Customer on the Premises and includes any such meter or meters of any type supplied to the Customer at any time at the Premises;

**“Meter Tampering”** means any unauthorised use of the Meter and/or other equipment installed at the Premises or other property in connection with the supply of electricity to the Premises and/or other tampering with the supply of electricity to the Premises;

**“MIC” or “Maximum Import Capacity”** is the maximum load the customer has contracted with ESB Networks. If the Customer load exceeds their MIC then they are not guaranteed a supply within the quality of supply standards;

**“MRSO”** means the Meter Registration System Operator, a body run by ESB Networks which maintains the register of all electricity meter points in Ireland;

**“Party”** means You or Us;

**“Pass Through Charges”** means all third party levies, costs, charges, taxes, duties or levies wholly or partly relating to supply and transportation of electricity to the Premises or which We are otherwise entitled or required to pass through to You;

**“Premises”** means the premises specified in the application for electricity supply completed by the Customer or such other premises as may be notified by the Customer to Us and accepted by Us from time to time;

**“Price Plan”** means one of the following price plans, Fixed Price Plan and Variable Price Plan offered by Us from time to time and the pricing structure applicable to each;

**“Rate Card”** means Our most recent rate card applicable to You and as notified to You from time to time;

**“Variable Price Plan”** means a Price Plan where the price of electricity can vary from time to time at the sole discretion of the Company.

1.2 References in the Conditions to a document shall be references to such document as amended or replaced from time to time.

1.3 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. SALE AND SUPPLY

2.1 Subject to Condition 2.2, the Company will sell and supply electricity to the Customer at the Premises from the Commencement Date in accordance with the law and subject to these Conditions. We will also issue You with a Customer Agreement Form or a Confirmation Letter which will set out the specific details of the Price Plan and any discount (where applicable). These Conditions, the Customer Agreement Form, the Confirmation Letter (if applicable) and the Rate Card (for Customers within the DG1, DG2 and DG5 Duos Groups) or the Energy Rates Contract (for Customers within the DG6 Duos Group) will form the Agreement between us.

2.2 It is a pre-condition to commencement of this Agreement, and a condition of supply, that the Customer has a valid and subsisting Connection Agreement and that the Customer complies with the terms of such Connection Agreement. If the Customer has taken over a Premises that was previously supplied in the name of another Customer with a Maximum Import Capacity of less than 100kVA and the Customer does not have a Connection Agreement, ESB Networks may deem the previous Customer's MIC and connection agreement as applying to the Customer and the Customer must observe and comply with all the conditions of that connection agreement. If the MIC applying to the previous customer at the Premises was greater than 100kVA, the Customer must apply to ESB Networks for a Connection Agreement in its own name.

2.3 It is a pre-condition of supply that the Customer satisfies a credit check (at the sole discretion of the Company).

2.4.1 Us having the requisite authorisation under the relevant legislation;

2.4. Our obligation to supply electricity to the Premises is conditional upon:

2.4.2 Us agreeing to accept Your request for supply whether such request is (i) set out in the Customer Agreement Form or by telephone or online application with Us; or (ii) evidenced by Your use of electricity supplied by Us at the Premises; and

2.4.3 all necessary equipment and apparatus being installed and/or available at the Premises.

2.5 Prior to the Commencement Date, We may require You to:

2.5.1 pay any previous outstanding charges owed by You to Us;

2.5.2 pay any outstanding charges owed by You to any previous company for electricity supplied to You at the Premises or any other address;

2.5.3 provide Us with a Meter reading;

2.5.4 pay a connection charge (where applicable); and/or

2.5.5 provide a reasonable deposit by way of security for future payments.

2.6 The Conditions set out in this document and the Customer Agreement Form (if any) is the agreement between You and Us for supplying electricity for use at the Premises. For the avoidance of doubt, this Agreement shall also apply to Customers who are supplied electricity by Us under a Deemed Contract.

2.7 If We already supply You with electricity at the Premises the Agreement replaces any previous agreement for supply with Us.

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

- 2.8.1 an agreement to supply electricity to the Premises already exists;
- 2.8.2 Your existing electricity company, where applicable, or any other person, prevents Us from supplying You;
- 2.8.3 Your supply has been disconnected by Us and there is no obligation on Us to resume supply;
- 2.8.4 You are in breach of any Condition of this Agreement;
- 2.8.5 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;
- 2.8.6 We are required or entitled to by the Department of Communications, Climate Action and Environment , the Commission, ESB Networks or under any relevant legislation;
- 2.8.7 Metering arrangements and/or equipment provided are unacceptable to Us;
- 2.8.8 You have refused to accept Our payment terms which may include the payment of a security deposit; or
- 2.8.9 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 electricity.

2.9 Where You already have an agreement with an existing company of electricity for the supply of electricity to the Premises, You hereby authorise Us to provide any notice of termination to Your existing company of electricity 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.

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

2.11 Your electricity supply will be measured by metering equipment that will be installed and maintained in line with the Connection Agreement.

2.12 In the event that the Company is supplying electricity to the same Customer at more than one Premises under separate agreements, the Company may de-energise all or any of the Customer's Premises and/ or terminate this Agreement if any of the events referred to in this Condition 2 occur with respect to any one Premises, without liability to the Company for any loss or damage suffered by the Customer.

2.13 If the Customer changes its Premises and any invoice or liability is outstanding in respect of a previous Premises then the Company may at its sole discretion transfer the balance of the outstanding invoice or liability to the account registered at the new Premises. The Company may also at its sole discretion transfer the outstanding balance of a Customer's account to another account of the same Customer if an invoice or liability is outstanding in respect of an account which has been closed, discontinued or is not being actively paid.

### 3. COMPLIANCE WITH LAWS AND OBLIGATIONS

The Customer shall ensure that it complies at all times with all laws and regulations, which are applicable to the Customer's use of the service supplied by the Company, including any conditions imposed by ESB Networks, or by the Company on behalf of ESB Networks. The Company shall have no liability to the Customer under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any such laws or regulations. The Customer is required to maintain the Appliances and any other of its own electrical installations and equipment to the appropriate standards as set out in the appropriate laws and regulations.

### 4. METERING AND BILLING

4.1 The electricity supply will be measured by the Meter and metering equipment installed and maintained by ESB Networks. ESB Networks staff, its agents or contractors will read the Meter.

4.2 If We have not been able to get Meter readings for any reason, We will use estimated readings. You can also provide Us with Your own Meter reading by phoning 041 214 9500.

4.3 If You or We discover that any Meter reading has been inaccurate or omitted, or the readings have not been converted into charges correctly, You or We, as the case may be, must pay any money that is due at the date of the next bill.

4.4 In between readings of the Meter, estimations of Your electricity consumption may be made by ESB Networks and/or the Company. An estimated Meter read will be calculated having regard to a number of factors including (but not limited to) prior electricity usage at the Premises, the time of year and the nature of the Premises.

4.5 We will regularly send You bills for the electricity that You use. Wherever possible You will be billed on a monthly basis. Your bill may also include charges for services that We have agreed to supply to You and will include VAT, electricity tax and any other charges or levies as may be determined by the Government or the Commission.

4.6 If We supply electricity to You but all or part of such electricity supplied is not registered by the Meter (due to a fault or unauthorised interference or any other reason), You must pay an amount equal to the charge that would have been payable had the Meter or metering equipment been working properly.

4.7 Any penalty charges incurred by the Company in the supply of electricity to You will be treated as Pass Through Charges.

4.8 Further information on Your bill can be obtained in our code of practice on billing entitled "Code of Practice on Disconnection" and may be obtained by contacting Us in accordance with Condition 18.

### 5. ACCESS AND DISTRIBUTION SERVICES

5.1 All equipment and installations up to and including the Meter belong to ESB Networks and must be used in accordance with ESB Networks' instructions. The Company has no responsibility for maintaining the Meter or any metering equipment or associated wiring.

5.2 The Customer agrees to be bound by any conditions given to You by ESB Networks or by Us on behalf of ESB Networks regarding Your Electricity Connection and any related matters.

5.3 The Customer is responsible at all times for having due care towards the Meter. You will not interfere or allow any interference with the Meter, whether for repairs or for any other purpose without ESB Networks' consent, and shall notify ESB Networks and/or Us promptly of any defect in the Meter or if any alteration or other attention is required.

5.4 The Customer may request ESB Networks to carry out Distribution Services at the Premises.

5.5 We may request that Distribution Services are carried out at the Premises such as De-energisation, re-energisation or servicing of the Meter.

5.6 The Customer is responsible for all costs (including VAT) associated with the Distribution Services. This includes any costs incurred as a result of the cancellation of the Distribution Services by You or because of Your default. You are also responsible for any fees payable where

ESB Networks visits the Premises to carry out the Distribution Services at a time agreed with You, but is unable to do so due to Your default.

5.7 ESB Networks (and when appropriate We) will inform You at the time that You request the Distribution Services of the cost and payment terms of the Distribution Services including who will invoice You for those services.

5.8 The Customer must allow ESB Networks and its contractors, sub-contractors and their employees, servants or agents safe, free and unrestricted access to the Meter and, if required, safe, free and unrestricted admission to the Premises at all reasonable times. This includes (but is not limited to) reading, inspection, repair and removal of the Meter and any other Distribution Services that You request ESB Networks to carry out at the Premises.

5.9 The Customer must allow ESB Networks access to the Premises or Meter at any time in the case of any Emergency.

5.10 The Customer will also allow Us a right of entry to the Premises for all reasonable purposes at all reasonable times and at any time in the case of an Emergency.

5.11 If the Customer fails to comply with Condition 4 or 5 and this frustrates or delays payment for the electricity used by You, We will be entitled to treat this as a neglect or refusal to pay for the purposes of the Conditions.

### 6. WARRANTIES

6.1 You warrant that You are the owner or occupier of the Premises 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 Premises and/or other property relevant for supply to the Premises.

6.2 You warrant that You will take care to ensure that the Meter and other equipment installed at the Premises or other relevant property in connection with supply to the Premises 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.

6.3 You warrant that You have full legal right, power and authority to enter into this Agreement and at all times throughout the term of this Agreement to execute, deliver and perform all Your obligations under this Agreement.

6.4 You warrant that the execution of this Agreement has been duly authorised by all necessary corporate action on behalf of the Customer.

6.5 You warrant that at the date of this Agreement and throughout the duration of this Agreement, the information provided by You is true and correct in all material particulars.

6.6 You warrant that at the date of this Agreement and throughout the duration of this Agreement, there are no facts or circumstances which have not been notified to the Company in writing prior to the Commencement which would prevent the Company from exercising its rights under Condition 10.

6.7 The Customer hereby indemnifies the Company in relation to any breach of the representations and warranties set out in this Condition 6.

### 7. PRICE OF ELECTRICITY

7.1 The price of the electricity supplied by Us is set out in the applicable Customer Agreement Form and/or Rate Card and/or Energy Rates Contract and/or Customer Confirmation letter.

7.2 Our up-to-date Price Plans may be obtained by calling Us on 041 214 9500.

7.3 The Price Plan offered by the Company to the Customer for the supply of electricity is conditional on the Customer meeting the Company's conditions with regard to profile class and related matters. If Your consumption is above or below a threshold specified in the Price Plan You are on, We may change Your Price Plan to a Price Plan that is more appropriate to Your level of consumption.

7.4 If You are on a Variable Price Plan, We may change the price charged to You from time to time. We will notify You of such changes and the date they become effective.

7.5 Once the Commitment Period of any Fixed Price Plan expires, You will be placed on the standard Variable Price Plan, or other plan as agreed with us in advance.

7.6 The Customer may get advice from Us on choosing a Price Plan but You are responsible for making the decision regarding what Price Plan best suits Your needs. In the event that You have chosen the incorrect Price Plan for You, the Company will not be held accountable for this or any charging that has occurred due to Your incorrect selection. To discuss changes to Your Price Plan please telephone Us on 041 214 9500.

7.7 In the event that any relevant new Governmental or regulatory tax or levy is introduced during the Commitment Period then this will be payable by the Customer under Your Price Plan.

7.8 The Company shall be entitled to vary the rates of any Price Plan from time to time to reflect any changes in wholesale electricity prices, commodity prices or other input costs including but not limited to commodity fuel cost, financial cost, cost items included in wholesale electricity prices (including but not limited to electricity capacity costs and any costs relating to carbon) or any other input costs or resulting from any change in law or as a result of any action by Government or a regulatory authority. The Company shall also be entitled to vary the rate of any Price Plan from time to time to reflect any change in law or as a result of any action by the Government, a regulatory authority, a relevant system operator or otherwise, including but not limited to any changes in third party charges incurred by the Company in connection with the supply of energy under this Agreement and/or any changed or discontinued rebates. The Company will notify changes to the Price Plan as soon as reasonably practicable and, in any event, no later than 28 days after the increase comes into effect. Such changes shall take effect from the date specified by the Company in such notice. All charges are exclusive of VAT and any other tax, duty or levy imposed in respect of energy supplied.

### 8. PAYMENT OF ACCOUNTS

8.1 The Customer must pay Us the cost of the electricity as set out in Your Price Plan (Inc. VAT) during the Billing Period. Your consumption at the Premises may be based on an actual or estimated Meter reading(s). Unless We have agreed otherwise, every bill, including one based on an estimated Meter read, is payable on the date specified on the bill. You must also pay Us for any amount specified on the bill for other services that We have agreed to provide to You.

8.2 The Customer must pay Us for any Distribution Services that We or You have requested be carried out at Your Premises and for which We have been charged by ESB Networks. This includes (but is not limited to) the De-energisation or re-energisation of the Meter.

8.3 The Customer's liability to pay for the electricity used at the Premises (plus VAT) together with any supply charges which may be applicable to the Price Plan You have chosen and any amount specified on the bill for other services that We have agreed to provide to You continues until all sums due are discharged by You.

8.4 If the Customer has changed from another supplier, You agree to pay any outstanding charges transferred to Us by the other supplier (including VAT).

8.5 The Customer must pay Us by direct debit or as otherwise agreed with us.

8.6 If the Customer does not pay Us any sum due under the Agreement You will be liable to pay Us interest from the due date for payment at the European Central Bank main refinancing rate plus 7 percentage points calculated on a daily basis or, if there is no such rate, then an equivalent rate, accruing on a daily basis until payment is made.

8.7 If You have a Company account with Us at this or another premises, We may transfer any credit or debt between Your accounts in order to recover any money You owe us.

8.8 When Your request to switch to Us is processed, Your current supplier will notify Us if You are in arrears for more than levels set for all customers by the Commission. If We decide not to carry out the switch because of arrears, We will tell You in writing.

8.9 If You close Your electricity account and there is a credit balance due to You this will be shown on Your final bill. You must contact Us to receive Your credit. If any credit remains unclaimed for longer than one year then We may remove this credit from Your account.

We may, from time to time, offer You Energy Saving Solutions. You agree that any Energy Credits associated with the Energy Saving Solutions shall be allocated to the Company.

## 9. SECURITY

If the Company decides it is required at any time, the Customer must provide the Company with such security cover such as a deposit (the form of such security cover to be decided by the Company). This is for the protection payment of any monies which may from time to time become due by the Customer under this Agreement. The Customer acknowledges that this security, where in the form of a deposit, does not constitute an interest bearing deposit, and the Customer shall not be entitled to any interest payments from the Company.

## 10. RIGHT TO TERMINATE AND DE-ENERGISE

10.1 If You do not have a Commitment Period in Your Price Plan You have chosen, You may end this Agreement by giving Us 28 days' notice by telephone or by writing to Us (in accordance with Condition 18) and by paying the amount due for all electricity used up to the date of such termination and for any other charges and obligations in Your Price Plan or services that We have agreed to provide to You under this Agreement. You will remain liable for any electricity used in the Premises until this notice has expired and a) You have given Us a Meter reading or b) You have given access to ESB Networks to read and de-energise the Meter or c) You have accepted an estimated Meter reading provided by us. If You cannot provide Us with a closing Meter read We may provide You with an estimated read calculated by us, at our sole discretion. Where this happens, You agree to make payment in full based on our estimated Meter read. In the event that You cannot provide a Meter reading, do not accept our Meter reading or cannot provide ESB Networks access to the Premises, You may be charged an administrative fee notified by Us to You in order to close Your account.

10.2 If the Price Plan You have chosen contains a Commitment Period then You are subject to the terms of the Agreement for the duration of the Commitment Period. If You terminate the Agreement before the expiry of the Commitment Period then We have the right to charge You an Early Exit Fee and/or re-register You as our Customer with the MRSO. The amount of the Early Exit Fee payable is as set out in the Rate Card or Energy Rates Contract, subject to the application of Condition 10.3.

10.3 We reserve the right to charge an Early Exit Fee, as set out in our Rate Card or Energy Rates Contract or the maximum Early Exit Fee amount which is calculated by taking the customer's Estimated Usage Factor divided by 12 and then multiplied by the number of months or parts of a month between the date You terminated the Agreement and/or registered with a new supplier and the end of the Commitment Period (up to a maximum of 4 months) multiplied by 10 cents/kWh. This amount will be calculated by Us and billed to You. In the event that You do not pay Us this amount then We may re-register You as our Customer with the MRSO for the remainder of Your Commitment Period.

10.4 You may change from a Variable Price Plan to a Fixed Price Plan at any time and no Early Exit Fee will apply. At the end of Your Fixed Price Plan, You will be placed on our standard Variable Price Plan, unless otherwise agreed with us.

10.5 On termination of this Agreement, the Company may choose not to procure the De-energising of the Premises if satisfactory arrangements are in place to transfer liability to a person who is acceptable to the Company.

10.6 The Company may procure the De-energising of the supply of electricity and/or terminate this Agreement without notice, in the following circumstances:

- 10.6.1 if the Customer becomes bankrupt, insolvent, makes any voluntary arrangement with any of its creditors, if a receiver or an administrative receiver is appointed over any part of the Customer's business or property, or the Customer goes into liquidation or an examiner is appointed to the Customer;
- 10.6.2 if the continuation of the supply of electricity to the Premises is no longer economically viable;
- 10.6.3 if the Customer has not paid any monies due by it under this Agreement for 14 days or more following the expiry of the due date for payment;
- 10.6.4 if the Customer is in material breach of these Conditions for one month or more, having received notice of such breach from the Company and having failed to remedy same;
- 10.6.5 if the Company considers, or ESB Networks informs the Company, that there is any risk of fire or explosion or injury to persons or property as a result of any defects or suspected defects in the supply main, Meter installation or the Appliances or as a result of the supply of electricity to the Premises generally; or
- 10.6.6 If the Company no longer has an electricity supply licence to supply the Premises.

10.7 If requested by the Customer at any time, or if necessary for legal, technical or operational reasons, the Company may procure the disconnection of the supply of electricity to the Premises.

10.8 Where the supply of electricity is De-energised due to the Customer's default, the Customer will pay the Company all expenses incurred by it and also the cost of re-energisation, if any.

10.9 The termination of this Agreement, howsoever arising will not affect the rights and duties of either Party accrued prior to termination.

10.10 Further information in relation to our policy and procedures for causing premises to be disconnected from the Electricity Network is set out in our Code of Practice on Disconnection which may be obtained by contacting Us in accordance with Condition 18.

## 11. LIMITATION OF LIABILITY

11.1 We will not be responsible for any loss or damage sustained by You in respect of any failure by Us to supply electricity as a result of our inability to secure a supply of electricity, industrial action, breaks or defects in mains, or any other reasonable cause outside our control.

11.2 We will not be liable to You under this Agreement in contract, tort (including negligence) or otherwise for any indirect or consequential loss or economic loss suffered by You as a result of the sale or supply of electricity or in connection with this Agreement.

11.3 We will not have any liability howsoever arising in respect of, or in connection with, any failure of the services provided by ESB Networks, Your Electricity Connection or any Distribution Services.

11.4 The Customer accepts liability for the care and maintenance of the Appliances and associated wiring at the Premises.

11.5 We accept no liability arising in relation to Your Appliances, the associated wiring or the maintenance of same.

11.6 Nothing in this Agreement will exclude or restrict our liability for damages arising out of liability for death or personal injury arising from our negligence.

11.7 You agree and acknowledge 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.

11.8 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.

## 12. ELECTRICITY EMERGENCY

In the event of and for the duration of an Emergency:

12.1 We may at the request of the Emergency Response Service or ESB Networks discontinue the supply of electricity to the Premises; and

12.2 You must refrain from using electricity immediately upon being told by Us or ESB Networks that You should do so.

## 13. EMERGENCY RESPONSE SERVICE

13.1 The Emergency Response Service is operated by ESB Networks on behalf of all customers.

13.2 The 24-hour telephone number of the Emergency Response Service is 1800 372 999.

13.3 We will, in so far as is practicable, take steps to inform You of any change in the details of the Emergency Response Service before such change becomes effective. In any event the up-to-date information about this service will be displayed on our website ([www.flogas.ie](http://www.flogas.ie)), or may be obtained by contacting Us in accordance with Condition 18.

## 14. COMPLAINTS

14.1 You may make a complaint in relation to any issue arising under this Agreement by contacting our Customer Service Department in accordance with Condition 18.

## 15. ASSIGNMENT

15.1 The Company may assign or transfer to any other person the benefit of this Agreement or any or all of its rights and obligations hereunder without the Customer's prior written approval.

15.2 You may not assign this Agreement without prior written consent of the Company which shall not be unreasonably withheld.

## 16. NOTICES

Except for notices under Condition 7 (Price of Electricity), any notice or request to be given by one Party to another under the Agreement will be delivered to the Party in question or sent to such Party by post, fax or email addressed to that Party at such address as the Party in question will from time to time designate by written notice and, until such notice will be given, the addresses of the Parties will be those that appear in the Customer Agreement Form. Any notice or request given in accordance with this Condition shall be deemed to have been received as follows: (a) in the case of post, two Business Days after posting; (b) in the case of fax, when written confirmation of its transmission has been recorded by the sender's fax machine provided always that such written confirmation is retained by the sender for inspection by the other Party; and (c) in the case of email, at the time it was sent, unless the sender receives notification that the email has not been received.

## 17. CONFIDENTIALITY

This Agreement and all information provided in connection with this Agreement shall be treated as confidential and shall not be disclosed without the prior written consent of the other Party, save that consent shall not be required for disclosure:

17.1 to directors, employees, consultants, professional advisors or affiliates of either Party, provided that they in turn are required by that Party to treat the information disclosed as confidential;

17.2 to any financial institution in relation to the financing of either Party's business activities, provided that the financial institution is required by that Party to treat the information disclosed as confidential;

17.3 to the extent required by any law, judicial process or the rules and regulations of any recognised stock exchange;

17.4 to the extent necessary to enable the Company to perform its obligations and supply or procure the supply of energy under this Agreement;

17.5 to any intending assignee of the rights and interests of either Party or any potential purchaser of either Party, provided that such intending assignee is required by that Party to treat the information disclosed as confidential.

## 18. CONTACT DETAILS

Our Customer Service Department may be contacted:

In writing to: **Flogas Natural Gas Limited**

**Building 2, 3rd & 4th Floor,  
The Green,  
Dublin Airport Central,  
Dublin Airport,  
Swords,  
Co. Dublin,  
K67 E2H3**

By telephone: **041 2149500**

By e-mail: **electricity@flogas.ie**

## 19. VARIATION OF CONDITIONS

The Company may amend, vary or add to these Conditions at any time. The Company may notify you via email, post or by website publication of any amendment, variation or addition to these Conditions. The Customer can also view the most up to date Conditions on the Company's website.



## 20. DATA PROTECTION / USE OF INFORMATION

20.1 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.

20.2 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) To help administer any accounts, services and products provided by us now or in the future; c) For market research and analysis or for demonstrating and testing computer systems; d) To help Us prevent and detect crime, fraud, money-laundering or loss; and e) For marketing about our services and products that you have purchased from us and which may be of interest to You.

20.3 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.

20.4 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.

20.5 Where applicable, You agree that We can obtain the information from Your previous supplier that will enable Us to take over Your supply.

20.6 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.

20.7 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.

20.8 Where applicable, You agree that We can obtain information from Network Operators about You in order to service your account fully.

20.9 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](mailto:info@flogas.ie) or sending a letter to the address stated in 20.11

20.10 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.

20.11 If You wish to obtain a copy of the data held about You on Our systems please write to Us at Flogas Natural Gas, Building 2, 3rd & 4th Floor, The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin, K67 E2H3 and we will issue You with Your data free of charge.

20.12 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>

20.13 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: a) Providing our services to you as required by the contractual arrangement between you and us; b) 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: a) Telling you by mail about products and offers which we think will be relevant to you; b) 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](mailto:info@flogas.ie); call us on 041 21 49500 or write to us at Flogas Natural Gas, Building 2, 3rd & 4th Floor, The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin, K67 E2H3. 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>

## 21. OBLIGATION TO PROVIDE INFORMATION

21.1 The Customer must notify the Company immediately upon:

21.1.1 the Customer's credit rating being changed;

21.1.2 any of the Customer's representations and warranties ceasing to be true in any material particular; or

21.1.3 the occurrence any of the events set out in Condition 10.6.1.

21.2 The Customer must provide the Company within 7 days of request (or in the case of an emergency such shorter time as the Company may request) such information as the Company may request to enable it to comply with applicable laws and must continue to provide the Company with all such information as soon as is reasonably practicable.

## 22. FORCE MAJEURE

The Company shall not be obliged to carry out any obligation under this Agreement where performance of such obligation is prevented due to any cause beyond the Company's reasonable control. This includes, but is not limited to, failure or shortage of power supplies, civil unrest, labour shortage or labour dispute, the application, instruction, request, act or omission of Government, an emergency services organisation, or other competent authority, or legal or statutory obligations.

## 23. GENERAL

23.1 In the event of Your death, Your personal representative and/or the occupiers for the time being of the Premises, shall be jointly and severally liable for any continued supply of electricity to the Premises or until this Agreement is terminated.

23.2 The headings in these Conditions are for convenience only and will not affect their interpretation.

23.3 If the Company waives a breach of this Agreement by the Customer, that waiver shall not be considered to be or include a waiver of any subsequent breach by the Customer of the same or any other provision.

23.4 If a competent authority determines that any provision of these Conditions is invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected by that determination.

23.5 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.

23.6 The Agreement shall be governed and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to decide any disputes arising between the Customer and the Company.

23.7 Any Condition that is found to conflict with, or is inconsistent with, the terms of the Customer Agreement Form or the Energy Rates Contract will have no force or effect, unless such Condition is specific to the respective Customer and is specifically stated to take precedence over the conflicting or inconsistent term stated in the Customer Agreement Form or the Energy Rates Contract.

23.8 In the event that you are found to be in breach of approved debt thresholds as set out by the commission and should you choose to switch your account to another licensed energy supplier we will generate a debt flag on your account at the point of switch. This debt flag will notify the acquiring supplier of this breach. The approved debt thresholds are as published from time to time and details can be obtained from our Customer Care Team or the Commission.



**FLOGAS NATURAL GAS LTD**

**TEL: 041 214 9500**

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

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