

Flogas Natural Gas Residential Codes of Practice



Marketing & Advertising

Flogas and/or our representatives may from time to time contact customers or potential customers for marketing purposes. This can be done through advertising, promotions, direct or indirect communications (including verbal, electronic and in writing) to promote our energy products, offers, deals and to influence or inform those that it is addressed to.

We will ensure that our marketing materials are accurate, complete, transparent and not misleading. We will further ensure that they are easy to understand and specify clearly the details of the product(s), the period covered and that they are communicated in plain and accessible language.

We will strive to ensure that the offers and information we issue to you are relative to the products and/or services which are appropriate to you and that they are fair and easily understandable in clear presentation. We will also ensure not to misrepresent the company or portray competing suppliers in an inaccurate or negative manner.

Should you wish to opt out of unwanted marketing campaigns, you can do so at any time via the same media your consent was obtained such as email/website, by writing to us or by calling our Customer Care Team and we will ensure that the “no marketing register” is actively kept up to date and enforced.

Our marketing communications will be relevant and fair in both terms of content and format of presentation to our products and services.

Our publicly available tariffs are available for review on our website and we will ensure they are accurately maintained and up to date.

We will ensure to notify customers of any change in their terms and conditions or charges associated with our promotions in advance of the customer signing up for same. Existing customers will be notified of such changes at least 30 days before the change comes into effect.

Customer Sign Up

We will ensure that any agent of Flogas when contacting you by phone, or by an unscheduled visit to your premises for marketing and sign-up will confirm to you as soon as practically possible their name, our company name and the purpose of the call/visit. Where our agent is at your premises for an unscheduled visit they will produce to you their ID badge with their full name and photograph, together with our company contact details. Over the phone, where requested by the customer, we will also ensure that the agent confirms our contact number. Before proceeding further, we will ask for your consent to continue with the call/visit. In the event where you do not wish to proceed our agent will stop and will also advise you how you may be removed from our contact list for marketing.

We will ensure that when our agent is at your premise they will present to you our doorstep checklist and ensure that you understand the contents before commencing their sales pitch.

Telephone calls and visits to premises of domestic customers by staff (or others) for marketing purposes will not take place outside of the following times: Monday to Friday: 9 am to 9 pm.

Should you indicate at any stage during our call or visit that you do not wish to proceed our agents will thank you for your time and cease their communication with you.

We will ensure that all our staff and/or agents representing us are fully trained in all our products and services and they will always provide accurate information.

Where we contact you by email, we will ensure that the email contains details of our company name, address, phone number, email address and clear simple details to advise how you may unsubscribe from our mailing list for future contact without cost to you. In addition to this when contacting you via SMS we will ensure to include our company name and easy instruction to unsubscribe your phone number from us at no cost to you.

Where you have requested to be removed from our marketing register we will confirm this has been actioned in writing to you should you so request same.

Where we are signing you up to an offer we will ensure that our agent goes through the offer in detail with you and explain all charges and terms associated with the offer. The agent will provide you with a copy of the terms and conditions of the offer you have chosen together with details of your chosen tariff & contract.

We will ensure that our agent makes you aware of the cooling off period, the start date of the cooling off period, the time frame it applies to and your right to cancel during this period should you so wish. The agent will also provide you with our cancellation form and a copy of the doorstep checklist before they leave your premise.

Our agents will ask you when signing up if you are eligible for our Vulnerable Customer Register. If you are they will take note of same and pass this detail to our Customer Care Team who will follow up with you to ensure you are appropriately registered.

We guarantee that we will not exploit a person's inexperience, trustfulness or vulnerability or apply undue pressure when contacting any customer.

Billing

We will bill you every month/second month, depending on the energy offer we provide to you. This bill will be based on the actual or estimated meter readings unless we have made another arrangement with you. Customer meter reads are submitted by calling our Customer Care Team or online at www.flogas.ie. We will indicate on your bill what type of meter reading the bill is based on and if you receive an estimated bill from us you can contact us to amend same by providing a corrected meter reading. If you are a PAYG customer, we will send you a statement every quarter.

We will bill you for the energy you have used at the correct price for your account. If there has been a price change during the billing period, this will be shown on your bill. If a price change has occurred, we will let you know in advance and all publicly available tariffs will be updated on our website.

Your bill will include information relating to you and the supply of energy to your premise, it will include data relating to your GPRN/MPRN, Account Number, Meter Number, Billing Address &/or supply address (where they differ), AC banding, meter readings, units, conversion factors, kWh & details of pass-through charges. We will also include details on contacts for emergencies, customer service and credit control.

In exceptional circumstances your bill might be delayed, if this happens, we will let you know of the delay no later than 10 days from when we become aware of same.

You may pay your bill via direct debit, standing order, online banking transfer, credit/debit. You can also pay your bill in any An Post outlet or shop displaying the "Postpoint" sign.

We understand that at times you can run into difficulty paying your bill. We want you to know we are here to work with you to try and find a suitable mutually acceptable agreement to meet not only your arrears but your continued consumption too. One of the options we offer to assist with arrears is the option of payplan, to avail of this we will review your arrears and expected consumption to find the most suitable scheduled re-payment plan possibility for you. Once an agreement has been reached on a payplan we will confirm the details to you in writing.

We can offer you a monthly direct debit budget payment option. At the offset of the budget plan arrangement we will calculate your estimated costs for the forward year in accordance with your tariff and the consumption settings provided to us by the Network Operator, we will then divide the annual costs by 12 and an equal monthly installment shall be taken from your chosen bank account on the last working day of each month. We will monitor and review your monthly budget plan throughout the

year and should it be identified that the figure calculated is not meeting your consumption requirements we will notify you of the necessary change to bring your account back into line.

All new tenant customers operating on a Direct Debit may be required to pay a security deposit of €100 and a security deposit of €250 if no direct debit is provided.

In addition, any residential customer who cancels their Direct Debit is immediately required to provide a deposit as outlined above. We will monitor your account and refund the deposit to you once your account is closed and any outstanding balance settled, or you remain within normal credit terms for a period of 12 consecutive months i.e. invoices paid in full within 14 days (No disconnections or defaults from any pay plan, Direct Debit or payment options). If you maintain your account with us for more than 12 months but do not keep it in good standing, we will contact you to advise how you can bring your account back into good standing to allow for the refund of your deposit.

If you are moving premise or closing your account with Flogas, you must give us your closing meter reading on the day you wish to close your account. If you cannot provide us with a final meter reading and/or fail to accept the reading proposed by us, you will be charged an administration fee of €50 to cover the charge of the Network Operator' unscheduled read.

If you are moving or closing your account outside of office hours you can contact us on the next available business day or complete the account closure form on our website www.flogasnaturalgas.ie.

If you have closed your account or changed supplier, we will issue your final bill no later than six weeks from the date of the request. Should your account be in credit following the calculation of your final bill, this will be clearly indicated on the bottom of your final statement. You may contact our customer care team via phone, email, or post to request the refund of your closing credit balance. Once a refund request is received and verified it is issued within 10 working days to the nominated forwarding address and account holder.

In the event of a billing complaint arising, it will be resolved through our Complaints Procedure which is outlined below in our Code of Practice for complaints.



Disconnection

We are fully committed to working together with you to ensure that disconnection of supply is only exercised as a very last resort. We will fully support and encourage the engagement process with you to work to a mutually acceptable and manageable agreement which will allow you to pay for your energy whilst maintaining supply.

Should you find yourself in financial difficulty we will listen sympathetically to you, carefully consider all repayment options and work with you to find a suitable solution for your energy needs. We have several options for customers in difficulty which, where available will include the offer to install a Pay As You Go meter free of charge to anyone facing disconnection of supply. We will also facilitate engagement with third parties you have nominated in relation to your account, for example, MABS. It is important for you to contact us should you find yourself in financial difficulty as early as possible to enable us to assist you as best we can. You can contact us by phone on 041 98 74874, by email to info@flogas.ie, or in writing to Flogas Natural Gas Ltd, Building 2, 3rd & 4th Floor, The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin, K67 E2H3.

We will move to disconnect where you fail to pay your bills and/or fail to maintain your payment agreement plan with us and further fail to engage with us. In addition, we will need to move to disconnect for reasons of safety, non-registered and/or vacant account supply and/or at your request.

Where we have requested a security deposit and you fail to provide or engage with us in relation to this, we will also instigate disconnection proceedings on your account.

We will move to disconnect a vacant premise where we have no registered account holder at the property and we have issued a notice of disconnection to the occupier. We will confirm our contact details, the notice period of disconnection (10 working days) and the cost of disconnection and reconnection within the disconnection notice sent.

We will not disconnect your supply where you have engaged with us to reach a mutually acceptable arrangement for both your arrears and continued supply and/or you are honouring a pre-agreed payment arrangement plan, or for failure to pay a bill which is not related to the supply of your energy. Where we have entered a pay plan arrangement with you for the management of your arrears, we will write to you to confirm the terms of the agreement within one week of the agreement date.

We will also not disconnect where you are pursuing a complaint using the complaint handling procedures and the complaint is related to the reason for disconnection, however, when pursuing a complaint in this manner you will be required to pay any portion of the bill that is not in dispute and any subsequent bill that is issued.

Disconnection will not take place for failure to pay a bill based on a regular estimate, unless it is fair and reasonable in the circumstances of the account.

A disconnection notice will be issued to you in advance of account disconnection. This notice will provide you with 10 days warning to engage with us before services are withdrawn. We will tell you the cost of the disconnection and reconnection fees in the notice together with the amount outstanding, your account reference number and our contact details. We will further attempt to call you between 3 & 8 working days after the disconnection notice to try and meet an amicable solution to avoid disconnection.

The disconnection notice shall be issued following at least 1 previous call attempt and 1 overdue reminder, all contact attempts will be at least 3 working days apart.

Should you be disconnected, we will only reconnect your supply once all outstanding payments, including the reconnection and any required security deposit, have been paid or where agreement and authority have been provided to install a PAYG meter. Where a deposit is required the

value and requirement for same will have been cited within the disconnection notice.

Reconnection of account will be done in line with our residential customer's general terms and conditions for the supply of energy. Any security deposit paid for reconnection shall be held on the account until a consecutive period of 12 months good standing has been maintained. Once the 12 months of good standing has lapsed the deposit will be credited to your account. You may utilise this as credit on your account against future consumption or request for a refund. Once verified with you all refunds are issued no later than 10 working days from their request.

Customers who are registered as vulnerable will not be disconnected during the winter months (1st November to 31st March) also, customers who are appropriately registered with us as relying on a recognised life support system will not be disconnected for reasons of non-payment all year round. Furthermore, we will not disconnect any customers who are a member of any category as specified by the Commission for Regulation of Utilities from time to time.

Vulnerable Customers

In accordance to S.I No.463 of 2011 a vulnerable customer is defined by legislation under two registers, (i) priority service register, household Customers who are critically dependent on electrically powered equipment, which shall include but is not limited to life protecting devices, 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 (66 years or above) and/or physical, sensory, intellectual or mental health concerns.

We guarantee that any customer who registers with us as vulnerable will have their details updated to show this in the central database held by the GPRO (Gas Point Registrations Office) or the MRSO (Meter Registration System Operator).

Flogas will maintain and regularly update a priority services register of its customers that are critically dependent on electronically powered equipment and a special service register of any customers who are particularly vulnerable to natural gas or electricity disconnection during winter months. If you would like to be placed on our vulnerable customer register you can do so during sign up or at any stage by contacting our Customer Care Team on 041 9874874 or by email to info@flogas.ie, or in writing to Flogas Natural Gas, Building 2, 3rd & 4th Floor, The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin, K67 E2H3. To assist awareness of our services we will remind customers of our code of practice and how to find details of same in writing at least once a year.

Customers who are registered as vulnerable will not be disconnected during the winter months (1st November to 31st March) also, customers who are appropriately registered with us and rely on a recognised life support system will not be disconnected for reasons of non-payment all year round. Furthermore, we will

not disconnect any customers who are a member of any category as specified by the Commission for the Regulation of Utilities from time to time.

We aim to offer all our customers the best possible service but understand that our vulnerable customers may require some additional services, including registering a third-party representative on their account, where necessary to correspond to us on your behalf. We can also offer the following:

- Talking Communications – we can provide verbal communication
- Large Print Communication – we can provide communication in large print
- Online Communications – we can provide online communication
- Redirecting Communication – you can nominate another person for communications if you are having difficulty in communicating with us directly. You can do this by contacting us in writing with the contact details of the nominated person.

The above options will be available for the following communications when you are appropriately registered as vulnerable with us:

- Product Specific Terms and Conditions
- General terms and conditions
- Customer Charter
- Codes of Practise
- Tariff information or letters
- Bill and/or statement
- Outage notices
- Commission for the Regulation of Utilities approved personalised customer communications and inserts



If you have verbally registered with us but fail to complete and return the required registration form, we will write to you to remind you that this document is required and failure to return same within 21 days will result in your removal from our register.

PAYG meters are not suitable for everyone and therefore should a customer who is registered as vulnerable request the installation of same we will need to ascertain your suitability on a case by case basis when you contact our Customer Care Team. In addition to this, the Network

Operator may also decide on visitation to your home, that you are not suitable for a PAYG and accordingly notify us. Where you have a PAYG meter installed that is no longer suitable for your needs and you are registered as vulnerable we will not levy any fees for meter removal.

We will always ensure that our customers who are on our vulnerable register are on the most economic tariff for them in line with their chosen billing format and payment option.

PAYG (Pay As You Go Meters)

This code applies to all Pay As You Go meters supplied by Flogas. Pay as you Go Meters are an easy way to manage your energy costs. The PAYG meter lets you pay for energy before you use it so that you do not accrue large energy debts. In addition, if you are finding yourself in difficulties paying and you are at risk of disconnection, you can discuss the option of having a PAYG meter installed free of charge to not only manage your continued consumption but also manage your arrears. Only debts accrued in relation to the supply of energy will be applied to your meter.

Outstanding arrears are recouped at a rate of 25% from the top up amount on the meter. We will review this with you and discuss repayment options in line with your individual requirements. Once repayment arrangements are confirmed our Customer Care Team can confirm how long it is likely to take to clear your arrears, however, this will be dependent on the agreement made and the information available at the time of the agreement. Once your debt has been repaid we will stop the debt recovery on your meter and notify you of same.

We will advise you of all charges associated with the PAYG meter and provide you with a manual to guide you through the operation of your meter. PAYG accounts will be on our standard tariff and details of same can be located at www.flogas.ie.

We will issue a statement on your PAYG meter account every quarter. PAYG meters are not suitable for everyone and therefore we will need to ascertain your suitability on a case by case basis when you contact our customer service team. In addition to this, the Network Operator may also decide on visitation to your home that you are not suitable for a PAYG and accordingly notify us. Where it is found that the PAYG meter is not a suitable solution for you we will look to find a suitable alternative solution for your account.

When you have your PAYG meter installed you will also be given a Top Up Card. This card is important and will only work in your meter, therefore you must keep it safe. You will need your energy card to top up your meter. You can top up your card by purchasing a top-up credit at any approved Postpoint, Payzone outlet or An Post. Once you have topped up your card it can be used in your meter. You can obtain details of approved vending outlets at www.payzone.ie, www.postpoint.ie or www.anpost.ie. If you purchase a Top-Up from an unapproved vendor, it will not work on your PAYG meter and this payment cannot be refunded to your account.

If your card is not working, send it into us to determine if there is credit due to you. If there is credit on the card received, we will issue a credit message for you to collect on your next visit to your top up outlet. If you lose your card you will need to return to the outlet to purchase a new card for your meter, the cost of the card will be confirmed by your vending outlet.

Should you run out of credit and cannot get to an outlet to top up, your meter does have the functionality to provide you with €10.00 emergency credit. To access the emergency credit, you must enter your card into the meter, you will then be presented with the option to use the emergency credit and you must press the button to accept. It is important to note that once you use your emergency credit, you cannot use it again until you have repaid the full emergency credit amount back to the meter. You can repay the emergency credit on your next top up. Emergency credit is for energy usage only and therefore standing charges will accrue while emergency credit is in use. This will need to be paid back along with any emergency credit owing on your next top up.

To avoid self-disconnection, it is important that you ensure that you always have enough credit on your meter. The CRU has put in place measures to protect vulnerable customers against disconnections. We will not disconnect a customer who is registered with us as vulnerable, however, if you have a PAYG meter installed and do not maintain the required credit the meter will not continue supply until such time that the meter is topped up again. This will mean that supply will be cut off regardless of the time of year (including Winter months) if there is no credit in the PAYG meter.

Credit can build on your PAYG meter which will link back into your account with us. In the case where you have credit on your account and you wish to have this refunded to you, you should contact our Customer Care Team on 041 98 74874. Customers who close their PAYG account and have a credit balance can call our Customer Care Team to arrange for a refund which will be issued once verified no more than 10 working days from request.

We will issue a quarterly statement to all our active PAYG customers. Your statement will include details of your consumption, payments and any debt outstanding together with the amount of debt repaid during the period of the statement. You may at any stage check the balance of debt on your meter or by contacting our Customer Care Team. Our customer care team can also review your account and discuss in line with your repayment pattern the expected term for full repayment of any debts outstanding and assist you to understand your meter further.

For further information or advice on our PAYG and their operations you can contact our customer care team on 041 98 74874 or in the case of emergencies please contact GNI emergency line on 1850 205050 or ESB Networks on 1850 272 999

SPAYG (Pay As You Go SMART Meters)

General

This code applies to the provision of Smart Pay-As-You-Go (SPAYG) services enabled by smart meters for Flogas customers. SPAYG meters offer customers a convenient way to manage energy costs by paying in advance for electricity usage. This service can help customers avoid large bills and track their consumption in real time. For customers facing financial difficulties, SPAYG provides an effective solution to manage ongoing energy use and address any outstanding arrears, ensuring continued access to electricity while avoiding traditional disconnection scenarios.

SPAYG services are available to customers with an ESB Networks smart meter. The service works by allowing you to prepay for energy and subsequently to monitor your balance closely. Customers will receive regular updates on their energy usage and remaining credit balance through a pre-agreed communication channel, such as SMS or email, to ensure they always stay informed.

To enrol in Flogas SPAYG, customers must consent to sharing their half-hourly data and ensure they have a suitable Communications Technically Feasible (CTF).

Managing Financial Hardship

Customers who encounter financial difficulties can explore tailored support options under the SPAYG framework. If you are experiencing financial challenges, you may be advised to switch to a hardship SPAYG solution. This involves either continuing with SPAYG or transitioning to a traditional PAYG meter if sharing half-hourly data is not feasible or a suitable communication channel is unavailable. Customers who opt for a traditional PAYG meter will have this installed free of charge by ESNB and will continue to have access to energy while working on a debt repayment plan. We can advise customers that you have the option to avail of a smart PAYG service in the future if you choose i.e. where a suitable CTF becomes available, or you decide to share your half hourly data.

If you choose to remain with SPAYG, we will work with you to set up a manageable repayment plan for any outstanding debt. Emergency credit options are also available, with a minimum of €10 credit provided to ensure you have sufficient time to top up. Once the debt is cleared, repayments will cease, and this will be communicated to you. Our team will provide you with all necessary support to guide you through this process.

To avoid self-disconnection, it is important that you ensure that you always have enough credit on your meter. The CRU has put in place measures to protect vulnerable customers against disconnections. We will not disconnect a customer who is registered with us as vulnerable, however, if you have a SPAYG meter installed and do not maintain the required credit the meter will not continue supply until such time that the meter is topped up again. This will mean that supply will be cut off regardless of the time of year (including Winter months) if there is no credit in the SPAYG meter.

Credit Balances and Usage Notifications

Prior to signing up to Flogas SPAYG, we will explain how the SPAYG service works, and any differences to the customer's current tariff/payment arrangements.

We will also agree a contact channel with the customer for their Regular Balance Message that is suitable for the customer's needs. This is known as a pre-agreed "Regular Balance Message Channel".

SPAYG customers will receive daily balance updates, calculated based on actual consumption data and top-ups made up until midnight each day. By 12 noon, a "Regular Balance Message" will be sent through the customer's preferred channel, giving a clear picture of the balance and an estimate of how long it is expected to last.

A customer's balance in the "Regular Balance Message" will be calculated as at midnight each night, we will use the actual consumption data for the 24-hour period in question (provided daily by ESNB).

We will also use any top ups made before midnight, and charges for the preceding day (based on the supplier's tariff information including unit rates and any standing charge). This is known as the "Midnight Balance".

If a customer's balance is projected to last fewer than 10 days, they will receive additional notifications to help them manage their credit effectively.

Customers can also check your balance by logging onto the portal to access their balance. If a customer changes supplier, the credit balance which would qualify for a refund will be offset against any residual debt balance the customer may have.

In cases where disconnection is imminent due to insufficient credit, customers will be notified at least 21 hours before disconnection. The alert will specify the minimum "Stay Connected" top-up amount required to maintain service. This process ensures that customers have ample opportunity to top up and avoid disconnection.

Flogas will offer each customer the option for up to one additional household member (or person nominated by the customer) to receive the alerts; and advise the customer how to update their settings (e.g. alert channel or contact details) including the consequences of not doing this.

SPAYG (Pay As You Go SMART Meters)

Disconnection and Reconnection

The SPAYG Meter will disconnect based on the following criteria:

- a. The Customers SPAYG Meter having had a Midnight Balance at or below zero.
- b. Flogas will notify the customer that they are at risk of disconnection:
 - i. Through their pre-agreed “Urgent Alert Channel” at least 21 hours before the disconnect request is sent.
 - ii. The Disconnection Warning Message will include:
 - I. Include the “Stay Connected” top up amount
 - II. Be at least one push message
 - III. Will not be separately charged for by the Flogas
 - iv. Include the time/date by which the Stay Connected top up is needed to be made.
 - c. The customer has not topped up or has topped up less than the Stay Connected top up amount by the time that the disconnect request is issued by the Supplier to the Network Business.
 - d. The disconnection must not occur during any Friendly Credit Periods that may apply.
 - Mon-Thurs: 4pm – 9am (Summertime), 5pm - 8am (Wintertime)
 - Fri-Mon: From 4pm on Friday until 9am on Monday morning, 5pm - 10am (Summertime)
 - Holidays: 1st January, 17th March, Christmas Eve, Christmas Day, St. Stephen's Day & 31st December

Bank holidays other than the ones listed above are NOT Credit Friendly Days and you will lose power if your meter runs out of emergency credit.

If a disconnection occurs, SPAYG meters are designed for quick reconnection. Upon topping up, reconnection will be completed within 1 hour and 15 minutes. Emergency credit options are also available, allowing customers to temporarily restore power in urgent situations. Please make sure to disconnect all appliances and electrical devices that were switched on before the loss of power. This helps prevent potential short circuits or damage when the power is restored.

This ensures that even in unexpected circumstances, customers can remain connected while arranging for a top-up.

Flogas may offer de-energised customers the option to request an emergency re-energisation to get reconnected for a limited period of time. Flogas can at any point decide whether to offer this option to their customers on a case-by-case basis and based on customer circumstances, for example, where the customer has a particular issue in topping up or in cases where technical issues arise.

Payment Options and Accessibility

Customers can top up their SPAYG meters through a variety of approved channels,

We ensure that payment options are widely accessible, including cash payments for those who prefer them. Additionally, customers can nominate another household member to receive balance alerts and disconnection warnings, helping to keep everyone informed and prepared.

Customers can top up their Flogas Smart PAYG accounts using the following methods:

1. **Online Portal:** Purchase a top-up through the Flogas SPAYG portal (using a credit or debit card.)
2. **Payzone In-Store:** Visit a Payzone location to top up Find a Payzone store near you | Payzone
3. **Contact Flogas:** Call Flogas directly to purchase a top-up during Contact Centre operating hours.

SPAYG meters do not require landlord permission for installation, making it a flexible solution for tenants. Furthermore, in the event of account closure, any remaining credit balance will be refunded within 8 weeks.

It is not recommended that vulnerable customers use PAYG options. If it is being used to help with financial difficulties, Flogas will let customers know that, whenever possible, we can offer other solutions, such as flexible payment plans.

Customer Support and Statements

Our customer service team is always available to assist with any questions about SPAYG meters, including setup, top-ups, or repayment plans. Customers will receive a quarterly statement summarising their energy usage, payments, and debt repayments. This transparent approach ensures customers have a clear understanding of their account status and can plan their energy use accordingly.

For further information or advice on our SPAYG and their operations you can contact our customer care team on 041 214 9500 or in the case of emergencies please contact GNI emergency line on 1800 20 50 50 or ESB Networks on 1800 372 999

Complaints

Flogas is committed to providing the highest level of service to our customers, however, we are aware that from time to time issues can arise, and we want to ensure that where this happens we provide our customers with a transparent and efficient method to deal with the issue and raise complaints accurately.

Special arrangements can be made for customers who have additional communication requirements and those whose first language is not English by contacting our Customer Care Team on 041 98 74874.

A COMPLAINT IS DEFINED AS:

The expression (through various possible channels, letter, email, phone call, physical claim) of a customer's dissatisfaction and his/her explicit expectation for a response or resolution. The term explicit denotes that the customer states he/she is seeking some action to address his/her concern, even if he/she is not able to identify and state what action is required.

STEP 1

Please contact us. You can contact us at 041 98 74874 or email info@flogasnaturalgas.ie. Alternatively, you can contact us by letter, our postal address is Flogas Natural Gas, Building 2, 3rd & 4th Floor, The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin, K67 E2H3.

If you contact us in writing, we guarantee that we will acknowledge your complaint within 5 working days of its receipt and we will respond within 20 working days.

We aim to resolve all complaints as quickly as possible and in the case of more complex complaints within 20 days. If you contact us by telephone, we aim to resolve your complaint during the call. If this is not possible we will provide you with a contact name and a time frame within which you will receive a response.

In some cases, it may not be possible to resolve your complaint within 20 working days from receiving the complaint. In this case, we will contact you and agree a time frame with you, we will also give regular updates. If we were at fault, we will apologise to you. Where we have been able to resolve your complaint we will provide you with a clear outcome of the complaint, including the relevant explanation surrounding the complaint and where appropriate a relevant form of redress will be confirmed and applied. Where the customer's account is closed or there is no account with Flogas, payments shall be forwarded to the nominated payee at the nominated address via online banking transfer payment.

STEP 2

If you believe we have not resolved your query you may request that it is escalated to our Customer Care Team Leader. Our Team Leader will review your case and issue complaint response or closure proposal within 10 working days. When the complaint handling process has been completed, you will receive written notice of same from our Customer Service Team Leader including the details of the CRU's Customer Care Team should you wish to escalate the complaint further.

STEP 3

If you believe we have not resolved your complaint you may refer your complaint to the Commission for Regulation of Utilities (CRU) for further review. Where the CRU has issued a direction for compensation or redress Flogas will make payment to the customer within 14 days or within one billing period where compensation or redress is in the form of an energy credit to the customer's account. Where the customers' account is closed or there is no account with Flogas, payments shall be forwarded to the nominated payee.

The Commission will only review your complaint if you have completed the full Flogas complaints process and they have confirmed same with us.

CRU's Energy Customers Team

Phone: 1890 404 404 **Email:** customercare@cru.ie

Post: Energy Customers Team, Commission for Regulation of Utilities, The Exchange, Belgard Square North, Tallaght, Dublin 24.

Any decision made by the CRU is binding and will be implemented within 10 working days.

If we fail to meet any of our Customer Charter commitments Flogas will apply compensation within 10 working days. If we fail to meet our service commitments to you as outlined in our Code of Practice on Complaint Handling, we will apply a compensation of €30 as per our Customer Charter. This can be applied by credit to your account however, be it a case where you are no longer with us it can be issued to you by another method.

For more information please contact: FLOGAS

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

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 and/or 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 98 74874 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
- (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 98 74874.
- (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. Smart Pay As You Go (SPAYG)

- (a)** To enrol in Flogas SPAYG, You must consent to ESB Networks sharing your half-hourly consumption data with Flogas and ensure You have a suitable Communications Technically Feasible (CTF).
- (b)** Where You are moving address and have a residual balance on Your SPAYG meter, You must contact Flogas on the day you are moving out and request a refund.
- (c)** It is Your responsibility to ensure that your Meter is in credit at all times and has a sufficient balance to ensure you do not self-disconnect.
- (d)** Where You top-up following a period of de-energisation as a result of self-disconnection reconnection will occur within 1 hour and 15 minutes of the top-up being processed.
- (e)** When reconnected after a period of de-energisation as a result of self-disconnection, electrical appliances connected to an electricity source and switched on will be activated. It is Your responsibility to ensure that all electrical appliances are rendered safe prior to Your home being reconnected.
- (f)** Any queries regarding the use of PAYG Meters, disconnections, reconnections, or refunds can be directed to Our Customer Care Team at **041 214 9500** or through the Flogas website. Further information can also be found in our Code of Practice - [Download the Flogas Natural Gas Codes of Practice here.](#)

8. 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 TC005 Rev 0 29.03.19

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 or by phoning 1850 200 694. A copy of ESB Network's terms and Conditions can be found at www.esb.ie or by calling 1850 372 999.

- (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' 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 or by contacting our Customer Care Team on 041 98 74874.

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.

14. 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:
 - i. You close Your account and all outstanding Charges are settled; or
 - ii. when Your account has remained within the agreed credit terms for a minimum of 12 months.

15. 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 98 74874.
- (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 or by contacting our Customer Service Team on 041 98 74874.

16. SECURITY AND EMERGENCY ARRANGEMENTS

- (a) In the event of a Network Emergency Flogas may:
 - i. 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
 - ii. provide instruction to immediately refrain from using the Appliances or consuming Energy.

17. 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

Emergency Contact Information:

Gas Networks Ireland Telephone LoCall: 1850 20 50 50

ESB Networks Telephone LoCall: 1850 372 999

18. 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 undertake 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.**

19. 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.

20. 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:
 - i. under the instruction of Flogas/supplier;
 - ii. for safety reasons;
 - iii. suspected interference reasons; or
 - iv. if there is no registered Energy supplier at the Premises.

21. TERMINATION/DISCONNECTION OF METER BY FLOGAS

- (a) Flogas may terminate this Customer Contract and/or disconnect Your Meter:
 - i. 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;
 - ii. 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;

- iii. with notice, if there is no occupant at the Premises registered with Us;
 - iv. 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;
 - v. 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;
 - vi. 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;
 - vii. 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;
 - viii. without notice, if tampering of the Meter or Meter lock is reported by the Network Operator; or
 - ix. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 98 74874; via email to info@flogasnaturalgas.ie or in writing to our registered head office:
Building 2, 3rd & 4th Floor, The Green, Dublin Airport Central, Dublin Airport, Swords, Co. Dublin, K67 E2H3.
- (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 or by contacting us on 041 98 74874.

29. 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; 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.

30. DATA PROTECTION / USE OF INFORMATION

30.1 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.

30.2 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.

30.3 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.

30.4 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.

30.5 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.

30.6 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.

30.7 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.

30.8 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.

30.9 We may from time to time contact you in writing and/or by phone and/or by email with safety and marketing information (strictly related to your supply of Energy) with Your Invoices and/or statements or independently of Your invoices/statements. Such contact may be by third party agencies carefully selected by Us. Any such contact will be in accordance with our Code of Practice on Marketing. If at any stage you do not wish to receive marketing information from us, you can opt out by contacting us on 1850-306-800 or emailing us at info@flogas.ie or sending a letter to the address stated in 29.11

30.10 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.

30.11 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.

30.12 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>

31. 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.

32. 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 or You can obtain a free copy by contacting us at 041 98 74874. 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 or You can obtain a free copy by contacting Us at 041 98 74874.

33. CONTACT DETAILS

Flogas Natural Gas Limited, Building 2, 3rd & 4th Floor, The Green, Dublin Airport
Central, Dublin Airport, Swords, Co. Dublin, K67 E2H3,
Tel: 041 987 4874, Fax: 041 983 4652, Email: info@flogas.ie, Website:
www.flogas.ie

34. 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: 041 983 1041 FAX: 041 983 4652

EMAIL: info@flogas.ie

www.flogas.ie