

RESIDENTIAL CUSTOMER AGREEMENT FORM

CUSTOMER DETAILS (Block Capitals Please)

TITLE: MR/MRS/MS FORENAME
SURNAME
ADDRESS

COUNTY/POSTCODE
TELEPHONE Area Code Number
FAX Area Code Number
Email ADDRESS
MOBILE TEL. No. Prefix Number
Prefix Number

ARE YOU A CUSTOMER WITH SPECIAL NEEDS? Yes No
(Customers with a disability, e.g. customers with a visual impairment, or the elderly)

IF YOU WANT YOUR ACCOUNT/BILL SENT TO A DIFFERENT ADDRESS PLEASE DETAIL:

CUSTOMER NAME
ADDRESS

GAS POINT REGISTRATION NUMBER (GPRN)

GAS METER I.D. NO.:

ACTUAL REQUIREMENT: (Please tick)

FIT METER CHANGE OF OCCUPANCY TURN ON METER CHANGE OF SUPPLIER

HOME TYPE: (Please tick)

APARTMENT TERRACED SEMI DETACHED DETACHED NO. OF BEDROOMS

RESIDENTIAL STATUS (Please Tick)

HOMEOWNER HOME OCCUPIER TENANT OTHER If other, please state

PLEASE INDICATE IF YOU HAVE PREVIOUSLY BEEN A CUSTOMER OF FLOGAS NATURAL GAS

IF TENANT, Name of Landlord

Address of Landlord

Telephone of Landlord Area Code Number

I request Flogas Natural Gas to supply gas to the household or to me at the supply address provided and agree to honour the terms and conditions of this agreement as printed on the attached page. I confirm that I have read the terms and conditions. I am authorised to act on behalf of the household on this matter. I am over 18 years of age.

* SIGNATURE (APPLICANT)

DATE

*

METER READING

DATE OF METER READING

DEPOSIT ENCLOSED € YES NO

PLEASE TICK APPROPRIATE BOX

AGENT ID

PAYMENT CARD REQUEST

I WISH TO PAY MY GAS BILL BY

BUDGET PAY-PLAN DIRECT DEBIT**

BILL-PAY DIRECT DEBIT*

*Bill-Pay Direct Debit Your total amount is debited directly from your account every two months, after your bill date.

**PAY-PLAN DIRECT DEBIT Your Natural Gas cost are spread evenly throughout the year with payments made monthly from your account. Any payment change is notified to you in advance on your bill. Each year at your July/August bill, any debit or credit balance on your account at the 31 July is spread across the next year's monthly payments.

Accounts are payable within 14 days of date of issue. Banks may decline to pay Direct Debit from some types of accounts. A charge of €12.30 per unpaid Direct Debit will apply.

SEPA DIRECT DEBIT MANDATE FORM

ORIGINATOR: FLOGAS NATURAL GAS LIMITED	CREDITOR ID: IE50ZZZ301966
DEBTOR NAME:	UNIQUE MANDATE REFERENCE: <small>(For office use only)</small>
DEBTOR ADDRESS:	
IBAN ACCOUNT NO:	
BANK BIC NO:	
PAYMENT TYPE:	RECURRENT: YES <input checked="" type="checkbox"/>
SIGNATURE:	DATE:
SIGNATURE:	DATE:

By signing this mandate form, you authorise (A) Flogas Natural Gas Limited to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instruction from Flogas Natural Gas Limited. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

PLEASE RETURN TO: FLOGAS NATURAL GAS LIMITED

Knockbrack House, Matthews Lane, Donore Road, Drogheda, Co. Louth. Phone 1850 306 800.



GENERAL TERMS AND CONDITIONS

Flogas Natural Gas Ltd.

Household Customers General Terms & Conditions of Supply

The agreement between You and Us for the supply of Natural Gas to You is called the Customer Contract. It consists of the Customer Agreement and these General Terms and Conditions. Supply of gas 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 all applicable law. You should also refer to our Codes of Practice and Customer Charter which are available to You in accordance with Condition 29 of these General Terms and Conditions.

1. Definitions

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

Term	Meaning
Appliances	All cookers, boilers, heaters and other apparatus which consume Natural Gas (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 payment that has not been paid;
BGN Engineers	All technical engineers or other personnel so designated by BGN;
Billing Period	The period between dates (monthly or bi-monthly) when the Meter is or has been read or an Estimated Read is utilised for the purpose of determining the Charges payable by You to Flogas NG.
Bord Gais Networks or BGN	Means the networks business of Bord Gais Eireann, Gasworks Road, Cork, the owner and operator of the gas pipe network up to the Meter;
Charges	Means the amount(s) payable by You for the supply of Natural Gas by Us together with all costs associated with the supply of Natural Gas by Us including any Pass Through Charges, Siteworks charges and Penalty Charges;
Commission Conditions	Means the Commission for Energy Regulation;
Connection Agreement	Means these General Terms and Conditions;
Customer or You	Means the agreement between You and Bord Gais Networks which governs the Natural Gas Connection. Copy available from BGN www.bgn.ie
Customer Agreement	The customer as identified in the completed and signed Customer Agreement;
Distribution System	The agreement executed by You whether orally over the telephone, via our website, www.flogasnaturalgas.ie, or in writing;
Emergency Response Service	Means the system for the distribution of Natural Gas in Ireland and owned by Bord Gais Networks and operated by Gaslink on its behalf; Means the Emergency response service operated by BGN and Gaslink for the purposes of receiving and responding to reports of actual or suspected Natural Gas emergencies including suspected leaks or explosions;
Estimate Reads	Means the value generated and used as an estimate of consumption as part of the planned estimate schedule as detailed within the BGN terms & conditions and used where no physical Meter read has been obtained during the Billing Period;
FAR (Forecasting, Allocation and Reconciliation)	Is a method of estimating gas consumption in the absence of an actual Meter read for example Estimate Reads. It is carried out by Bord Gais Networks and is approved by the Commission;
Flogas NG or 'We' or 'Us'	Flogas Natural Gas Limited with principal office at Knockbrack House, Matthews Lane, Donore Road, Drogheda, Co. Louth;
Gas Bill	Means the invoice issued by Flogas NG to You requesting payment of the Charges for the Billing Period;
Gaslink	Means Gaslink Limited with principal office at 6 Lapps Quay, Cork appointed by the Commission as the licensed independent operator of the Distribution System;
GPRO	Gas Point Registration Operator;
Meter	Any Natural Gas meter and related fittings installed by BGN for the purpose of measuring the quantity of Natural Gas used by You on the Premises;
Natural Gas Connection	The connection between the Network and the Premises up to and including the Meter;
Natural Gas Network Emergency Manager	Means any gas transported through the Natural Gas system;
Network	Means Gaslink;
Pass Through Charges	Means an emergency endangering a person(s) and/or property and arising from a deviation in gas pressure or gas quality in the Network or any part of the Network;
Penalty Charge(s)	Means all of the transmission and distribution pipelines used for the transmission, distribution and supply of Natural Gas to, from and/or within Ireland;
Premises	Means any applicable third party costs, charges, taxes, duties, levies and/or any government imposed charge for the supply and distribution of gas to the Premises, including but not limited to, transportation and distribution charges for any gas transporter (as applicable);
Siteworks	The charges notified to You when You entered into this Customer Contract and/or noted in the Customer Agreement which are due to Us when You terminate this Customer Contract prior to the expiry of any agreed fixed term;
Supply Point	The premises 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;
Tariff Structure	Means any works carried out by Bord Gais Networks on Your Premises and any other piece of work as set out in Bord Gais Networks' Siteworks 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 Natural Gas;
Vulnerable Customer	Means the point(s) at which the flow of Natural Gas supplied by Us is metered;
	Means Our list of current tariffs and the pricing structure applicable to each gas point sector;
	Means a customer who is: (i) critically dependant on electrically powered equipment, including but not limited to, life protecting devices, assistive technologies to support independent living and medical equipment; or (ii) particularly vulnerable to disconnection during winter months for reasons of advance age (66 years or above) or physical, sensory, intellectual or mental health, or as defined by the Regulator from time to time.

2. Application of Conditions to Your Connection for the supply of Natural Gas

- As a condition of Your being connected to the Natural Gas Connection You now agree to be bound by the Connection Agreement.
- The Connection Agreement, called the Bord Gais Networks terms and conditions for Gas Users at Non Daily Metered (NDM) Offtake Points, is available at www.gaslink.ie and www.bge.ie/networks or by contacting Bord Gais Networks at 1850 20 06 04. It is entered into by You and Bord Gais Networks, acting as the agent for and on behalf of Gaslink as and from the date of that Agreement.

3. Supply of Natural Gas by Flogas NG

- We will supply Natural Gas 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 19 and 20. We may issue You with additional product specific terms and conditions depending on the particular product You chose. Information in relation to any such additions will be issued to you as required.
- The quantity of Natural Gas consumed by You shall be determined by periodic Meter readings including Estimate Reads provided by Bord Gais Networks.

4. Cooling off Period

- You have the right to cancel this Customer Agreement within 14 Calendar days of You requesting the supply of Natural Gas from Us. In order to cancel your request please contact our Customer Service Department on 1850 306 800.
- Any cancellation made within this 14 Calendar day period will be without any penalty charge to you. However, if you request a cancellation after the Cooling Off Period is ended a Penalty Charge will be applied to your account.

5. Gas Tariffs

- The price payable by You for Natural Gas supplied by Us is set out in the Tariff Structure as presented to and agreed with You at the time of entering into this Customer Contract.

- Our current Tariff Structure is available for view at www.flogasnaturalgas.ie
- New customers may be provided with an introductory 12 month discounted tariff. In this event on expiration of this 12 month period Your tariff will automatically and without notice to You be changed to Our standard tariff as applicable at the time and as set out in Our tariff Structure. If You terminate the Customer Contract prior to the expiry of this 12 month period You will pay us a Penalty charge of Euro 50 incl. Vat.
- Flogas NG is entitled to vary Your tariff at any time after 30 days notification, such notification may be an advertisement in any national daily newspaper or by email or by sending notice to You by post. You are responsible for ensuring that You select the tariff most suited to Your needs.
- Any notification will state the date from which the change in tariff will come into effect.
- Changes to the Flogas standard tariff will operate independent of the expiry of a customers' introductory offer.

6. Metering and Access to the Premises

- Your supply of Natural Gas will be measured by metering equipment installed and maintained in line with the Connection Agreement. Bord Gais Networks staff, its agents or contractors will read the Meter.
- All equipment and installations at the Premises up to and including the Meter belong to Bord Gais Networks. These must be kept at Your Premises and used in line with Gaslink or Bord Gais Networks instructions.
- The pipework connecting the Meter at the Premises to the Appliances is Your responsibility. None of Flogas NG, Gaslink or Bord Gais Networks accepts any responsibility for maintaining this pipework.
- You must comply with all conditions of Bord Gas Networks or as provided by Flogas NG on behalf of Bord Gais Networks regarding the Natural Gas Connection and any related matters. A copy of Bord Gais Networks' terms and conditions can be found at www.gaslink.ie and www.bge.ie/networks or by phoning 1850 200 694.
- You agree to allow Bord Gais Networks' 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 gas mains or services. You agree that their entry will be permitted at all reasonable times and at any time in an emergency.
- YOU INDEMNIFY FLOGAS NG AND/OR BGN AGAINST ANY CLAIMS ARISING OUT OF SUCH WORKS UNLESS ATTRIBUTABLE TO THE NEGLIGENCE OF BGN, BGN ENGINEERS ITS SERVANTS OR AGENTS.
- FLOGAS NG ACCEPTS NO LIABILITY FOR LOSS OR DAMAGE CAUSED BY THE ACTIONS OR OMISSIONS OF BGN, BGN ENGINEERS OR ITS SERVANTS OR AGENTS AND RETAINS AT ALL TIMES THE RIGHT TO ACCESS AND INSPECT THE METER AND TO ACCOMPANY A BORD GAIS NETWORKS ENGINEER AT ANY TIME WHILE THEY ARE ACCESSING OR DEALING WITH THE METER.
- You shall not interfere or permit any interference with the Meter on the Premises, whether for repairs or for any other purpose whatsoever, without Bord Gais Network's consent. You shall notify Flogas NG and/or Bord Gais Networks promptly of any defect observed or suspected and/or if any alteration or other attention is required.
- You shall at all times be solely responsible for safe custody of the Meter and shall reimburse Bord Gais Networks 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.

7. Meters, Meter Reads and Billing of Gas Consumption

- The reading shown by the Meter will be taken as the sole evidence of the quantity of Natural Gas supplied to You except where it is identified that the Meter is not registering consumption due to a fault within the Meter or by reason of unauthorised interference.
- We will regularly (monthly or bi-monthly) send you Gas Bills for the Natural Gas that you consume and these will be deemed delivered after 48 hours of our posting them.
- In between readings of the Meter, estimations of your Natural Gas consumption may be made by Bord Gais Networks in line with the FAR process. An Estimated Read will be calculated in line with the FAR process having regard to a number of factors, including but not limited to, previous Natural Gas consumption at the Premises, the time of year and the nature of the Premises.
- Natural Gas is charged by reference to consumption in kilowatt hours (kWh). To convert the units (in cubic square meters) used as calculated from the Meter reading into kWh a conversion factor as provided to us by Bord Gais Networks is used. This conversion factor is shown on your Gas Bill.
- You will be charged for the number of kWhs of Natural Gas 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 structure as confirmed upon the activation of your account including but not limited to siteworks charges, a supply charge and/or gas capacity charge per day will apply.

8. Meter Testing

- You may at any time require Flogas NG to have the Meter tested. This is subject to Your paying in advance the estimated cost of the removal, replacement and testing of the Meter. This payment shall only be refunded to You, if it transpires that the Meter has been incorrectly registering Your Natural Gas consumption. The refund will include any amounts overcharged to You as a result of this incorrect metering.
- We may at any time at Our own expense test Your Meter. If any such test reveal that the Meter is incorrectly registering consumption, we will rectify amounts charged for consumption in the manner detailed in Condition 9 below.

9. Correction of Meter Errors

- If your Natural Gas consumption during any Billing Period is incorrectly computed 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.
- 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 of time. This will be determined by BGN, but will not be less than one week and not more than the Billing Period.
- The average daily consumption noted in 9(b) above shall be the basis for estimating the consumption over the period of error. This period will begin at the commencement of the last preceding Billing Period.

10. Siteworks

- You can ask Bord Gais Networks to carry out Siteworks at the Premises in accordance with the terms of this Customer Contract. We may also ask them to carry out Siteworks at the Premises.
- We will promptly inform You (and when appropriate Bord Gais Networks) of the cost and payment terms for the Siteworks.
- Subject to Condition 8(a) above, You are responsible for all costs (including VAT) associated with the Siteworks whether requested by You or Us. This includes any costs incurred as a result of the cancellation of Siteworks by You or because of Your default. We may also ask BGN to carry out Siteworks at the Premises such as locking, unlocking, disconnection, reconnection and servicing of the Meter.
- You agree to allow Bord Gais Networks authorised personnel, agents or contractors entry to the Premises.
- Failure to comply with any aspect of Section 6 & Section 7 of this Agreement which results in delays in payment for the Natural Gas used by You, will entitle Us to treat this as a neglect or refusal to pay for the purposes of this Contract.

11. Payment

- You must pay Us for all Natural Gas consumed by You or which 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 structure.
- Unless otherwise agreed, every Gas Bill, including those based on an Estimate Read, is payable on the payment date and/or as specified in the Gas Bill. If not paid accordingly, Flogas NG may terminate this Customer Contract and disconnect Your supply in accordance with Condition 19 and/or proceed in any manner for recovery of the Charges due.
- You must pay Us for any Siteworks that we or You have requested be carried out at the Premises and for which we have been charged by Bord Gais Networks. This includes, but is not limited to, the locking, unlocking, meter testing, disconnection or reconnection of the Meter.
- If you have an account with Us at another Premises, Flogas NG is entitled to transfer any credit or debt between Your accounts in order for Us to recover any Charges You owe to Us.
- Payment options and methods are set out on the back of your Gas 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.flogasnaturalgas.ie or by contacting our Customer Service Department on 1850 306 800.

12. Security Deposit

- 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.
- If You fail to timely provide the requested security to Us we may at Our discretion withdraw the supply of Natural Gas in line with our Code of Practice on Disconnection.

GENERAL TERMS AND CONDITIONS *continued*

- (c) All tenant customers are required to provide Flogas NG with a security deposit.
- (d) Any residential customers who breach their credit terms are immediately required to provide a security deposit.
- (e) Flogas NG 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 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.

13. Vulnerable Customers

- (b) We will continue to provide Natural Gas to a customer who has demonstrated eligibility for inclusion on the register of Vulnerable Customers. 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 1850 306 800.
- (c) Flogas NG will only disclose this information to Bord Gais Networks which requires the information to perform certain services for You in accordance with the eligibility for inclusion on the register as outlined within our Code of Practice for Vulnerable Customers available on our website www.flogasnaturalgas.ie or by contacting our Customer Service Department on 1850 306 800.

14. Security and Emergency Arrangements

- (a) In the event of a Network Emergency, any leak or suspected Natural Gas leak or any deviation in the Natural Gas quality:
 - I. Flogas NG may at the request of Bord Gais Networks, the National Gas Emergency Manager or the Emergency Response Service discontinue the supply of Natural Gas to the Premises; and
 - II. Upon Flogas NG's instruction, which may be given by phone, You shall immediately refrain from using the Appliances or consuming Natural Gas.

15. Emergency Response Contact Details

Bord Gais Networks are 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.flogasnaturalgas.ie
BGN Emergency Contact Information: Telephone LoCall: 1850 20 50 50

16. Limitation of Liability

- (A) FLOGAS NG ACCEPTS NO LIABILITY FOR LOSS OR DAMAGE CAUSED BY THE ACTIONS OR OMISSIONS OF BGN, BGN ENGINEERS OR ITS SERVANTS OR AGENTS IN RESPECT OF YOUR NATURAL GAS CONNECTION OR ANY SITWORKS UNDERTAKEN BY THEM.
- (B) 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 NATURAL GAS TO YOU OR IN CONNECTION WITH THIS CUSTOMER CONTRACT.
- (C) FLOGAS NG WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE SUSTAINED BY YOU IN RESPECT OF ANY FAILURE BY US TO SECURE A SUPPLY OF NATURAL GAS, INDUSTRIAL ACTION, BREAKS OR DEFECTS OR RESTRICTIONS IN THE DISTRIBUTION SYSTEM OR ANY OTHER REASONABLE CAUSE OUTSIDE OUR CONTROL.
- (D) FLOGAS NG ACCEPTS NO LIABILITY ARISING IN RELATION TO YOUR APPLIANCES, ASSOCIATED PIPE WORK OR THE MAINTENANCE OF YOUR APPLIANCES OR ASSOCIATED PIPE WORK.

17. Variation of General Conditions

- (a) Flogas NG 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 NG will give You 30 days notice in writing of such changes/alterations.
- (c) These Conditions shall be displayed in Flogas NG's principal office, in each public office of Flogas NG and on Flogas NG's website (www.flogasnaturalgas.ie).
- (d) In the event that any such variation, addition or amendment is not accepted by You, Your sole remedy will be to terminate this Customer Contract under Condition 20, within the 30 days notice period. Otherwise You will be deemed to have accepted the new conditions.
- (e) The unvaried Conditions shall apply during this 30 day notice period.

18. Discontinuance of Supply

- (a) Any Meter supplied to You shall remain the property of Bord Gais Networks and may be removed or disconnected by Bord Gais Networks in the following circumstances:
 - I. Under instruction of Flogas NG;
 - II. For safety reasons;
 - III. Suspected interference reasons; or
 - IV. If there is no registered gas supplier at the Premises.

19. Termination of / Disconnection of Meter by Flogas NG

- (a) Flogas NG 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 repayment plan provided we have followed our Code of Practice on Billing and Disconnection;
 - III. With notice, if there is no occupant at the Premises registered with Us;
 - IV. With notice, where You are for a period of time refusing access to the Premises and/or obstructing Our 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 NG exists as at or before termination;
 - VI. Without notice, if We consider or are informed by the National Gas Emergency Manager or Bord Gais Networks 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 locked or de-energised by Bord Gais Networks and the supply of Natural Gas to the Supply Point has been discontinued;
 - VIII. Without notice if tampering of the Meter or Meter lock is reported by Bord Gais Networks; or
 - IX. Without notice, if Flogas NG no longer holds a Natural Gas supply licence as issued by the Commission.
- If We terminate this Customer Contract under this Condition 19 all outstanding Charges shall fall due for immediate payment.

20. 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 21(a) below;
 - II. Natural Gas is supplied to the Premises by another registered supplier; There is no cost associated involved with the change of supplier with the exception of the penalty 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 Siteworks costs; or
 - V. You reject a varied or amended version of these Conditions notified to You under Condition 17.

If You terminate this Customer Agreement under this Condition 20 all outstanding Charges shall fall due for immediate payment.

21. 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 advance notice to terminate this Customer Contract. This advance 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 Natural Gas used in the Premises until Your notice is correctly given and a Meter reading has been provided and/or You have given access to Bord Gais Networks to read the Meter.
- (d) If you cannot provide us with the name of the incoming customer or Your letting agent or Your landlord details you must give Bord Gais Networks access to the Meter to obtain a meter reading. Any Siteworks fees due as a result of BGN obtaining the Meter reading may be charged to Your final Gas Bill at the discretion of Flogas NG.

22. 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 CER.

23. Death of a Customer

In the event of your death, You agree that Your personnel 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 Natural Gas under the terms of this Customer Contract.

24. Debt Flagging

- (a) The Commission has established debt flagging process whereby information regarding Your account is exchanged via the GPRO. 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 for all customers by the Commission for Energy Regulation. 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 GPRO 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.

25. 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 into direct discussions.
- (b) Should You wish to register a complaint with Us you may do so by contacting our Customer Service Team on 1850 306 800; via email to info@flogasnaturalgas.ie or in writing to our registered head office:
Flogas Natural Gas Ltd, Knockbrack House, Matthews Lane,
Donore Road, Drogheda, Co.Louth, Ireland.
- (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.flogasnaturalgas.ie or by contacting us on 1850 306 800

26. Notices

Except for price change notices issued under Condition 5 (c) and 5 (d), any notice under this Customer Contract shall be in writing and signed by or on behalf of the party giving it. It shall be served by sending it by pre-paid post. Notices from flogas to the customer shall be issued to the customers last known address or such other address notified to us. Notices from the customer to Flogas shall be sent to the address noted in Condition 30. Any such notices will be deemed to have been received 48 hours from the date of posting.

27. Data Protection

- (a) Flogas NG shall comply with applicable data protection law when dealing with personal data received in connection with this Customer Contract.
- (b) As a normal part of supplying You with Natural Gas, Flogas NG inevitably holds some of Your personal data such as Your name, address, telephone number, gas meter readings, invoices issued to You and payments received from You. The 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.
- (c) We only disclose Your personal data to others where it is necessary in the context of supplying You with Natural Gas. We do not sell or make available any of Your personal data to others such as direct-mail or other marketing companies (if you are contacted by any such company who state or imply that they received your contact details from us, we would dearly love to hear from you). We only disclose your information to the following:
 - I. Gas service and installation contractors, where You request Us to do so, such as a request by You to have an Appliance serviced (these contractors may not disclose your details in turn to others);
 - II. A postal service who We may subcontract to print and post documents to You such as invoices and statements (who also may not disclose Your details in turn to others);
 - III. The body which is responsible for the installation and maintenance of the national pipework system to which Your gas supply is connected (who act as a data processor on our behalf). Currently, this is Bord Gáis Éireann's Transmission and Distribution business units. Bord Gáis Éireann's Transmission and Distribution may in turn use Your contact details for purposes connected with Your gas supply such as dealing with reported gas escapes and system maintenance, as well as installation or service requests either passed by You directly to them or made through US. Accordingly, in turn, they may pass personal data (typically your contact information) to subcontractors who they may engage for this purpose. Apart from this, they may not in turn pass Your personal data to others;
 - IV. On an exceptional basis, personal data may be released to others on request such as the Health & Safety Authority for purposes such as investigation of incidents, risk assessment or other health & safety matters; and
 - V. Our legal and financial advisors, licensed credit reference and fraud prevention agencies;
- (d) We and/or Bord Gáis Networks, as well as parties acting on behalf of both, may record telephone conversations made to them for the purposes of safety, staff training, quality control or confirming details of Your conversation. This information is treated in a strictly confidential manner.
- (e) We respect Your privacy, and We take all reasonable action to protect Your information from access by others: apart from our obligations under the Data Protection Acts 1988 and 2003, we share a commonality in not wishing to allow others access to Your personal data.
- (f) While we will keep some or all of Your personal data after We may cease being Your gas supplier, this is kept only for purposes such as answering any of Your queries, as an assistance should we subsequently become Your gas supplier again, and for health & safety purposes.
- (g) You are entitled to a copy of Your personal data. We do not currently charge for this service, though We reserve the right to do so in the future. Requests for a copy of Your personal data should be made in writing to:
The Data Protection Officer,
Flogas Natural Gas Ltd, Knockbrack House, Matthews Lane,
Donore Road, Drogheda, Co.Louth, Ireland.
- (h) In addition, 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 Natural Gas) either with Your invoices and/or statements or independently of Your invoices/statements. Such contact may be through third party telesales agencies carefully selected by Us. Any such contact will be in accordance with our Code of Practice on Marketing. If at any stage you wish not to receive any marketing information from us, we will provide you with an easy opt out of receiving such marketing.
 - (i) 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, which at the time of writing was <http://www.dataprotection.ie>.

28. 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.

29. Codes of Practice and Customer Charter

- (a) Our Codes of Practice approved by the Commission are available to view on our website www.flogasnaturalgas.ie or You can obtain a free copy by contacting us at 1850 306 800. Our Codes of Practice include further information on: (i) Billing, (ii) Closing an Account & Final Bill Issuance, (iii) Vulnerable Customers, (iv) Disconnection of Gas Supply, (v) Disconnection of a Premises with No Registered Account Holder, (vi) Reconnection, (vii) Complaints Handling, (viii) Marketing.
- (b) Our Customer Charter approved by the Commission for Energy Regulation sets out Our customer service guarantees and are available to view on our website www.flogasnaturalgas.ie or You can obtain a free copy by contacting Us at 1850 306 800.

30. Contact Details

Flogas Natural Gas Limited, Knockbrack House, Matthews Lane, Donore Road, Drogheda, Co. Louth, Tel: 041 987 4874, Fax: 041 983 4652, Email: info@flogas.ie, Website: www.flogasnaturalgas.ie

31. 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.