

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;
GNI Engineers	All technical engineers or other personnel so designated by GNI;
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;
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;
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	Means the Commission for Regulation of Utilities (CRU);
Conditions	Means these General Terms and Conditions;
Connection Agreement	Means the agreement between You and Gas Networks Ireland which governs the Natural Gas Connection. Copy available from GNI www.gasnetworks.ie
Customer or You	The customer as identified in the completed and signed Customer Agreement;
Customer Agreement	The agreement executed by You whether orally over the telephone, via our website, www.flogasnaturalgas.ie , or in writing;
Deemed Contract	A deemed contract is an agreement which is enforceable by law between the owner/ occupier of the premise and Flogas Natural Gas Ltd. The deemed contract comes into place because the owner/occupier has failed to register with a supplier and Flogas Natural Gas Ltd has served upon the premise notice that they are supplying the premise with natural gas and the owner/occupier has continued to receive the benefit of an active supply point at the premise;
Distribution System	Means the system for the distribution of Natural Gas in Ireland and owned by Gas Networks Ireland and operated by Gaslink on its behalf;
Emergency Response Service	Means the Emergency response service operated by GNI 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 GNI 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 Gas Networks Ireland 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 Independent System Operator Limited of Gasworks Road, Cork, County Cork appointed by the Regulator as the licensed operator of the Gas Distribution System (and its successors and assigns);
GPRO	Gas Point Registration Operator;
Meter	Any Natural Gas meter and related fittings installed by GNI 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	Means any gas transported through the Natural Gas system;
Network Emergency	Means an emergency endangering a person(s) and/or property and arising from a deviation in gas pressure or gas quality in the Network or any part of the Network;
Network	Means all of the transmission and distribution pipelines used for the transmission, distribution and supply of Natural Gas to, from and/or within Ireland;
Pass Through Charges	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);
Penalty Charge(s)	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;

Term	Meaning
Premises	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;
Siteworks	Means any works carried out by Gas Networks Ireland on Your Premises and any other piece of work as set out in Gas Networks Ireland' 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;
Supply Point	Means the point(s) at which the flow of Natural Gas supplied by Us is metered;
Tariff Structure	Means Our list of current tariffs and the pricing structure applicable to each gas point sector;
Vulnerable Customer	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

- (a) As a condition of Your being connected to the Natural Gas Connection You now agree to be bound by the Connection Agreement.
- (b) The Connection Agreement, called the Gas Networks Ireland terms and conditions for Gas Users at Non Daily Metered (NDM) Offtake Points, is available at www.gaslink.ie and www.gasnetworks.ie or by contacting Gas Networks Ireland on 1850 20 06 04. It is entered into by You and Gas Networks Ireland, 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

- (a) 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.
- (b) The quantity of Natural Gas consumed by You shall be determined by periodic Meter readings including Estimate Reads provided by Gas Networks Ireland.

4. COOLING OFF PERIOD

- (a) 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.
- (b) Any cancellation made within this 14 day period will be without any penalty charge to you. However, if you request a cancellation after the Cooling Off Period has ended a Penalty Charge will be applied to your account.

5. GAS TARIFFS

- (a) 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.
- (b) Our current Tariff Structures are available for view at www.flogasnaturalgas.ie
- (c) As a new customer You may be provided with a 12 month introductory discounted tariff. On the expiration of this 12 month period Your tariff will automatically 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 the Penalty Charge of 100 EURO inc. VAT.
- (d) Flogas NG is entitled to vary the tariff at any time after 30 days notification to You with the exception whereby You have entered into a variable price plan arrangement on commencement of this Customer Contract and We have communicated the duration of the introductory offer on completing this Customer Contract.
- (e) Changes to the Flogas standard tariff will operate independent of the expiry of a customers' introductory offer.
- (f) From time to time, we may, at our sole discretion, offer certain specified categories of customers (which may or may not include You) special tariffs for a certain period of time to be determined by Us.

- (g) Any notification will state the date from which the change in tariff will come into effect.
- (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 in the event that You do not avail of any such special tariff or You have chosen the incorrect tariff. If Your Energy consumption is in excess of 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 GNI to install and/or exchange your existing natural gas meter with a PAYG meter if you meet the criteria as stipulated by the CRU from time to time.
- (b) You are responsible to take care of your gas 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, however 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 www.flogas.ie or by contacting our customer care team on 1850306800

7. METERING AND ACCESS TO THE PREMISES

- (a) Your supply of Natural Gas will be measured by metering equipment installed and maintained in line with the Connection Agreement. Gas Networks Ireland 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 Premises up to and including the Meter belong to Gas Networks Ireland. These must be kept at Your Premises and used in line with Gaslink or Gas Networks Ireland instructions.
- (c) The pipework connecting the Meter at the Premises to the Appliances is Your responsibility. None of Flogas NG, Gaslink or Gas Networks Ireland accepts any responsibility for maintaining this pipework.
- (d) You must comply with all conditions of Bord Gas Networks or as provided by Flogas NG on behalf of Gas Networks Ireland regarding the Natural Gas Connection and any related matters. A copy of Gas Networks Ireland' terms and conditions can be found at www.gaslink.ie and www.bge.ie/networks or by phoning 1850 200 694.
- (e) You agree to allow Gas Networks Ireland' 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.
- (f) YOU INDEMNIFY FLOGAS NG AND/OR GNI AGAINST ANY CLAIMS ARISING OUT OF SUCH WORKS UNLESS ATTRIBUTABLE TO THE NEGLIGENCE OF GNI, GNI ENGINEERS ITS SERVANTS OR AGENTS.

- (g) FLOGAS NG ACCEPTS NO LIABILITY FOR LOSS OR DAMAGE CAUSED BY THE ACTIONS OR OMISSIONS OF GNI, GNI ENGINEERS OR ITS SERVANTS OR AGENTS AND RETAINS AT ALL TIMES THE RIGHT TO ACCESS AND INSPECT THE METER AND TO ACCOMPANY A GAS NETWORKS IRELAND ENGINEER AT ANY TIME WHILE THEY ARE ACCESSING OR DEALING WITH THE METER.
- (h) You shall not interfere or permit any interference with the Meter on the Premises, whether for repairs or for any other purpose whatsoever, without Gas Networks Ireland consent. You shall notify Flogas NG and/or Gas Networks Ireland promptly of any defect observed or suspected and/or if any alteration or other attention is required.
- (i) You shall at all times be solely responsible for safe custody of the Meter and shall reimburse Gas Networks Ireland for any damage caused to the Meter including but not limited to, the cost of removal and replacement, damage caused by fire, accident, theft and malicious injury but excluding fair wear and tear.

8. METERS, METER READS AND BILLING OF GAS CONSUMPTION

- (a) 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 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 Gas Bills for the Natural Gas that you consume and these will be deemed delivered after 48 hours of our posting them.
- (c) In between readings of the Meter, estimations of your Natural Gas consumption may be made by Gas Networks Ireland 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.
- (d) 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 Gas Networks Ireland is used. This conversion fraction is shown on your Gas Bill.
- (e) 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 sitework charges, a supply charge and/or gas capacity charge per day will apply.

9. METER TESTING

- (a) 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 in line with the Siteworks Agreement. This payment shall only be refunded to You, if it transpires that the Meter has been incorrectly registering Your Natural Gas consumption. Should it transpire that you were overcharged as a result 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 reveal that the Meter is incorrectly registering consumption, we will rectify amounts charged for consumption in the manner detailed in Condition 9 below.

10. CORRECTION OF METER ERRORS

- (a) 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.
- (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 of time. This will be determined by GNI.

- (c) The average daily consumption noted in 9(b) above shall be the basis for estimating the consumption over the period of error.

11. SITWORKS

- (a) You can ask Gas Networks Ireland 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.
- (b) We will promptly inform You (and when appropriate Gas Networks Ireland) of the cost and payment terms for the Siteworks.
- (c) 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 GNI to carry out Siteworks at the Premises such as locking, unlocking, disconnection, reconnection and servicing of the Meter.
- (d) You agree to allow Gas Networks Ireland authorised personnel, agents or contractors entry to the Premises.
- (e) 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.

12. PAYMENT

- (a) You must pay Us for all Natural Gas consumed by You or which passed though 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.
- (b) 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.
- (c) 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 Gas Networks Ireland. 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 NG is entitled to transfer any credit or debt between Your accounts in order for Us to recover any Charges You owe to Us.
- (a) 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.

13. SECURITY DEPOSIT

- (a) If requested, You must provide Us with security whether by way of deposit or a guarantee at our discretion for the payment of any Charges under this Customer Contract.
- (b) If You fail to timely provide the requested security to Us We may at Our discretion withdraw the supply of Natural Gas in line with our Code of Practice on Disconnection.
- (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.

14. 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 Gas Networks Ireland 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.

15. 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 Gas Networks Ireland, 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.

16. EMERGENCY RESPONSE CONTACT DETAILS

Gas Networks Ireland 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

17. LIMITATION OF LIABILITY

- (a) FLOGAS NG ACCEPTS NO LIABILITY FOR LOSS OR DAMAGE CAUSED BY THE ACTIONS OR OMISSIONS OF GNI, GNI 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.

18. 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 NGs' principal office, in each public office of Flogas NG and on Flogas NGs' 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.
- (e) The unvaried Conditions shall apply during this 30 day notice period.

19. DISCONTINUANCE OF SUPPLY

- (a) Any Meter supplied to You shall remain the property of Gas Networks Ireland and may be removed or disconnected by Gas Networks Ireland 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.

20. 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 re-payment 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 Gas Networks Ireland 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 Gas Networks Ireland 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 Gas Networks Ireland; 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.

21. TERMINATION OF CONTRACT / CUSTOMERS REQUEST

- (a) You may terminate this Customer Contract and/or request the disconnection and/or removal of the Meter if;
 - i. You no longer own or occupy the Premises and You have provided the notice in accordance with Condition 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.

22. CHANGE OF OCCUPIER (CLOSURE OF AN ACCOUNT)

- (a) If You are moving from the Premises or selling, disposing of, transferring or letting the Premises You must give Us seven days 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 Gas Networks Ireland 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 Gas Networks Ireland 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.

23. DEEMED CONTRACTS

- (a) These general terms and conditions are applicable to you whereby a deemed contract is in situ
- (b) A deemed contract will be enforced whereby the premise is no longer associated with a contract of supply but is supplied for natural gas by a meter registered to Flogas NG
- (c) 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 natural gas provided to you
- (d) Where a premise is governed by a deemed contract it will be at risk of disconnection

24. SUPPLIER OF LAST RESORT

This Customer Contract shall terminate without notice if the Commission gives a last resort supply direction to another energy supplier to supply the Premises. Termination will be effective on the date that the direction takes effect. Your information may be transferred to the Supplier of Last Resort in the event of such a direction from the CRU.

25. 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.

26. 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 Regulation of Utilities. 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.

27. COMPLAINTS

- (a) In the event of a complaint arising between You and Us, we shall use all reasonable endeavours to amicably resolve all issues by entering 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

28. NOTICES

- (a) Any notice given under this Customer Contract shall be in writing and signed by or on behalf of the party giving it.
- (b) Notices required under these terms and conditions will be in writing and may be: (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 notified by You to Us (if any). We'll assume you've received posted notices within 3 working days after posting and electronic notices on the same working day as we issued same unless We receive evidence to the contrary.

29. DATA PROTECTION AND INFORMATION

- 29.1 As a normal part of supplying you with Energy, Flogas inevitably holds some of Your personal data such as Your name, address, telephone number, Energy meter readings, invoices issued to you, payments received from you and telephone recordings. This 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.
- 29.2 Information You provide or that We hold about You may be used by Us in connection with the legitimate interests of Flogas:
 - (a) To identify You when You make enquiries or to contact You through mail, telephone or other electronic means;
 - (b) To help administer any accounts, services and products provided by us now or in the future;
 - (c) For market research and analysis or for demonstrating and testing computer systems;
 - (d) To help Us prevent and detect crime, fraud, money-laundering or loss; and
 - (e) For marketing about our services and products that you have purchased from us and which may be of interest to You.
- 29.3 We may monitor or record telephone calls for security purposes or to monitor or improve Our customer standards of service or to help prevent or detect fraud.
- 29.4 We may obtain searches about You from credit reference agencies. We and/or that credit reference agency may retain a record of any credit checks and details of Your account and such details may be passed to other organisations, including debt collection agencies, to allow Us and/or them to access further applications by You or for Our or their debt tracing, debt collection and fraud prevention purposes. This includes tracing those who have moved and are in default.
- 29.5 Where applicable, You agree that We can obtain the information from Your previous supplier that will enable Us to take over Your supply.
- 29.6 Where applicable, You consent to Us making contact with Your current or former landlord or tenant for the purposes of establishing dates of occupation and Energy usage.
- 29.7 In circumstances where You have provided false or inaccurate data and fraud is suspected, We may provide Your data to appropriate credit reference and fraud prevention agencies and law enforcement agencies including the Police and Revenue.
- 29.8 Where applicable, You agree that We can obtain information from Network Operators about You in order to service your account fully.
- 29.9 We may from time to time contact you in writing and/or by phone and/or by email with safety and marketing information (strictly related to your supply of Energy) with Your Invoices and/or statements or independently of Your invoices/statements. Such contact may be by third party agencies carefully selected by Us. Any such contact will be in accordance with our Code of Practice on Marketing. If at any stage you do not wish to receive marketing information from us, you can opt out by contacting us on 1850-306-800 or emailing us at info@flogas.ie or sending a letter to the address stated in 17.11
- 29.10 We must keep Your data accurate, up to date and safe at all times and You have the right to have your data corrected. You also have the right to be forgotten so should You no longer be Our customer and We no longer require to hold Your personal data on file. In this

instance We can delete or anonymise Your data so You are no longer identifiable on Our systems.

29.11 If You wish to obtain a copy of the data held about You on Our systems please write to Us at Flogas Natural Gas, Knockbrack House, Matthews Lane, Donore Road, Drogheda, County Louth and we will issue You with Your data free of charge.

29.12 Should you be dissatisfied with our responses, you may contact the Irish Data Protection Commissioner. Contact details for the Irish Data Protection Commissioner, as well as information on the Irish Data Protection Acts 1988 and 2003, may be found at the Data Protection Commissioner's web site <http://www.dataprotection.ie>

29.13 Here are some FAQ's that may help you with any query you may have in relation to Data Protection and the data we hold on you;

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

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

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

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

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

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

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

Who will you give it to? We will not sell or distribute your personal information to anyone else unless we have your permission or are required by law to a person authorised to obtain data under specific legislation. If you wish for us to transfer your personal information to a third party (e.g. another service provider), we will provide personal information held by us for you to pass to that third party. We may share your information with selected third parties including; members of the Flogas group, including our subsidiaries, holding companies and their subsidiaries.

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

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

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

Who are you? We are Flogas Natural Gas Limited

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

30. ASSIGNMENT

- (a) This Customer Contract is personal to You and You may only transfer it to someone else with Our consent.
- (b) We may, without prior notice, assign or transfer, all or any part of Our rights and subcontract any of Our obligations under this Customer Contract to a party that holds the necessary authorisation.

31. CODES OF PRACTICE AND CUSTOMER CHARTER

- (a) Our Codes of Practice approved by the Commission are available to view on our website www.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 Regulation of Utilities 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.

32. 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

33. MISCELLANEOUS

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