BUSINESS GAS
Customer Agreement Form

Bord Gáis Energy

FUEL VARIATION TARIFF (FVT)

PLEASE COMPLETE ALL SECTIONS IN BLOCK CAPITAL LETTERS

STEP 1 ACCOUNT HOLDER DETAILS

Company Name

Trading Name (Doing business as)

Address

Main activity | Date established

Limited Co. ☐ | Plc ☐ | State body ☐

Co-operative ☐ | Association ☐ | Co. Reg No.

Sole trader ☐ | Partnership ☐ | No. of employees

Home address

Contact Name

Position

Telephone | Mobile

Email | Fax

Single site ☐ | Multisite ☐ | Priority customer ☐

PREMISES TO BE SUPPLIED (if different to account holder address)

Site name

Address

Contact name

Telephone | Mobile

Email | Fax

BILLING ADDRESS (if different to account holder address)

Contact name

Address

STEP 2 SUPPLY DETAILS

This information can be obtained from Gas Networks Ireland on 1850 200 694.

GPRN No

Supply Point Capacity (SPC)	Annual Quantity (AQ)

Do you have or have you had any other account with Bord Gáis Energy? Y ☐ N ☐

If so, please provide account number(s):

Existing supplier

STEP 3 METER DETAILS

Meter number

Meter reading

Date of reading

STEP 4 DETAILS OF AGREEMENT

This offer is based upon Bord Gáis Energy's variable gas price plan. The Commencement Date will be the date of the first meter reading after we apply to register you as our customer. Prices quoted exclude VAT and third party charges.

I request Bord Gáis Energy to provide gas to the above premises at the selected tariff and rates contained on this form. I acknowledge that these rates are subject to change at Bord Gáis Energy's discretion. I hereby attach a copy of a recent gas supply bill. I understand that this offer is subject to a satisfactory credit check by Bord Gáis Energy. I confirm that I have read the Terms and Conditions printed overleaf and agree to honour them. I am authorised to act on behalf of the account holder on this matter and set up an account for gas supply with Bord Gáis Energy.

Name | Signed | Date

Bord Gáis Energy and the Centrica Group will keep you up to date with our latest offers on our similar products and services. Please tick these boxes if you do not want to receive these offers by:

EMAIL ☐ POST ☐ PHONE (including mobile) ☐ SMS ☐

Bord Gáis Energy and the Centrica Group may wish to contact you for marketing including by email or SMS about our broader range of products and services and those offered by other recommended companies which may be of interest. I would like to receive this: ☐

Agents name:

SEPA Direct Debit Mandate Form

Creditor name and address: **Bord Gáis Energy, One Warrington Place, Dublin 2.**

Creditor identifier: **IE43SDD300249**

Unique Mandate Reference to be completed by Bord Gáis Energy:

Please complete all fields marked with *

Bank/Building Society account details

*IBAN: | *BIC:

Type of payment: Recurrent payment

***Bank or Building Society account name**

*Date:

Instructions to the bank

By signing this mandate form, you authorise (A) Bord Gáis Energy to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from Bord Gáis Energy. As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. 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.

*Signature

2nd signature

Mandate date of signature

Please complete to instruct your Bank/Building Society to make payments directly from your account

Sales Agent Copy

BGE/BG/CAFFVT/0618

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2nd signature

Mandate date of signature

Please complete to instruct your Bank/Building Society to make payments directly from your account

Customers Copy

BGE/BG/CAF-FVT/0618

TERMS AND CONDITIONS OF GAS SUPPLY FOR FUEL VARIATION TARIFF CUSTOMERS

If you are an individual, a sole trader or a partnership, Bord Gáis Energy Limited is the Controller of your Personal Data. We now recommend that you read our Privacy Notice, to understand your data protection rights and how we collect and use your Personal Data. All of our Privacy Notices are located at www.bordgaisenergy.ie/dataprotection. The Privacy Notice which applies to our gas and electricity supply customers is located at www.bordgaisenergy.ie/docs/DataProtection/GasElecPrivacyNotice.pdf.

The Privacy Notice does not form part of the contract between you and Bord Gáis Energy Limited.

1. INTERPRETATION

1.1 Definitions

In the Agreement:

"Agreement" means the Tariff Agreement together with these Terms and Conditions of Gas Supply and any Fixed Gas Commodity Price Contract.

"Appliances" means all cookers, boilers, heaters and other apparatus installed on the Premises beyond the Meter but does not include the Meter or any fittings and piping installed up to the Meter.

"Arbitrator" means a person to whom a dispute is referred under Clause 15.

"Billing Period" means a period of one Month in respect of which the Supplier issues an invoice to the Customer under the Agreement.

"Booking Window" means the time period during which the Customer can accept a Fixed Gas Commodity Price Contract. The Booking Windows for the current gas year (which runs from 1 October to 30 September of the following calendar year) are set out on the Supplier's website at www.bordgaisenergy.ie

"Business Day" means any day other than a Saturday or Sunday when banks are generally open for business in Ireland.

"Centrica Group" means Centrica plc and each and all of its subsidiaries including companies such as those using the British Gas, Scottish Gas and Dyno Gas brands;

"Code of Operations" means the Gas Networks Ireland Code of Operations (Version 4.0) effective from April 2005 for the operation of the Transportation System, which governs technical and operational issues relating to the Gas Networks Ireland transportation system as amended from time to time or any successor agreement approved by the Commission.

"Commencement Date" means the date set out in the Tariff Agreement or such later date notified by the Supplier to the Customer when Natural Gas is available for the Supplier to supply to the Customer at the Premises.

"Commission" means the Commission for Regulation of Utilities.

"Customer" or **"you"** means the person or company who has entered into the Agreement for the supply of Natural Gas and whose name and address are as set out in the Tariff Agreement. Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Contract.

"Customer's Premises" or **"Premises"** means the premises to which Natural Gas is to be supplied pursuant to the Agreement as specified in the Tariff Agreement or the premises occupied by the Customer and supplied under a Deemed Contract

"Day" means a period of 24 hours commencing at 08.00 hours on any day.

"Deemed Contract" means a contract for the supply of electricity or gas under Section 16A of the Energy (Miscellaneous Provisions) Act 1995. A Deemed Contract is where a supply of energy (electricity or gas) is provided to a premises in the absence of a contract for supply between a supplier that holds a licence and the owner or occupier of a Premises.

"Delivery Point" means that flange or weld at the point of entry into the Customer's Premises or such other point as shall be agreed.

"Default Gas Commodity Price" means, in respect of a calendar month, the default gas commodity price for that calendar month calculated in accordance with the formula in Part A of Schedule 1.

"Emergency Response Service" means the emergency response service designated by the Commission for the purposes of the Licence and operated for the purpose of receiving and responding to reports of actual or suspected Natural Gas escapes.

"Expert" means a person to whom a dispute is referred under Clause 15.

"Facilities" means the facilities provided by the Customer and Gas Networks Ireland to facilitate the supply of Natural Gas to the Premises under the Agreement.

"FAR" (Forecasting, Allocation and Reconciliation) is a method of estimating gas consumption in the absence of an actual read. It is carried out by the transporter (GNI) and is approved by the Commission. It is also used to calculate and review

Supply Point Capacity (as defined in the Code of Operations) on an annual basis.

"Fixed Gas Commodity Price" means, in respect of each calendar month during a Fixed Gas Commodity Price Supply Period, the fixed gas commodity price for that calendar month as set out in the Fixed Gas Commodity Price Contract.

"Fixed Gas Commodity Price Contract" means a contract which has been offered by the Supplier for a period up to 12 months and accepted by the Customer via the Supplier's FVT Online System. Prices during the Fixed Gas Commodity Price Contract Period will be a set of predetermined monthly prices.

"Fixed Gas Commodity Price Supply Period" means the term of a Fixed Gas Commodity Price Contract entered into by the Customer.

"Force Majeure" means any occurrence or circumstance beyond the control of either party resulting in or causing failure of that party to fulfil its obligations under the Agreement which could not reasonably have been prevented or overcome by it and will be deemed to continue as long as the occurrence or circumstance cannot be prevented or overcome by such party, notwithstanding the exercise by that party of the standard of a Reasonable and Prudent Operator.

"Fuel Variation Tariff" or **"FVT"** means the tariff offered by the Supplier, to Non Daily Metered Business customers.

"FVT Online System" means the Supplier's online pricing system whereby the Supplier can offer a Fixed Gas Commodity Price to the Customer for a period of up to 12 months and the Customer can accept these prices via the Supplier's website at www.bordgaisenergy.ie

"GNI" or **"Gas Networks Ireland"** means Gas Networks Ireland, Gasworks Road, Cork, T12 Rx96 acting as the operator of the Natural Gas network in Ireland.

"Gross Calorific Value" means the number of GigaJoules produced by the complete combustion at constant pressure of 1013.25 Millibars Absolute at fifteen (15) Degrees Celsius under standard gravitational force of one (1) cubic meter of Natural Gas at fifteen (15) Degrees Celsius with excess air at the same temperature as the Natural Gas, when the products of combustion are cooled to fifteen (15) Degrees Celsius and when the water formed by combustion is condensed to the liquid state and the product of combustion contains the same total mass of water vapour as the Natural Gas and air before combustion.

"Irish Interconnector System" means the Natural Gas pipeline system between Moffat Scotland and Loughshinny, Ireland or Mosney, Ireland.

"Last Resort Supply Direction" means a direction given to a supplier by the Commission requiring it to make available a supply of Natural Gas to premises previously supplied by another supplier.

"Licence" means the licence to supply Natural Gas granted to the Supplier by the Commission.

"Meter" means the Natural Gas meter installed by GNI for the purpose of measuring the quantity of Natural Gas used by the Customer on the Premises and includes all related fittings and piping installed therewith and any such meter or meters of any type supplied to you at any time at the Premises but does not include the Appliances.

"Moffat" means the connection point of the National Grid high pressure transmission system in the United Kingdom and the BGE transportation system at Moffat, Dumfrieshire, Scotland.

"Moffat Agency Agreement" shall mean any agreement from time to time between the transporter, persons who reserve capacity on either the Irish Interconnector System, or the UK Natural Gas Transportation System and the Moffat Agent relating to procedures of nomination and allocation at the Moffat delivery point.

"Moffat Agent" means any agent from time to time appointed pursuant to the Moffat Agency Agreement.

"Month" means a period commencing at 08.00 hours on any Day of a calendar month and ending at 08.00 hours on the same date in the next succeeding calendar month.

"Natural Gas" means any gas derived from natural strata (whether or not it has been subject to liquefaction or any other process or treatment) and where the Commission considers it appropriate, and in the opinion of the Commission the gas may be technically and safely injected into, and transported through the Natural Gas System, Biogas, gas from Biomass and other types of gas.

"Natural Gas connection" means the connection between the Natural Gas network and the Premises up to and including the Meter.

"Network" means the totality of transmission and distribution pipelines used for the transmission, distribution and supply of Natural Gas to, from or within Ireland.

"Uniform Network Code" means the Uniform Network Code prepared by National Grid plc in respect of the United Kingdom gas network as modified from time to time.

"Network Emergency" means an emergency endangering persons and/or property and arising from a deviation in gas pressure or gas quality in the network or any part of the network.

"Network Emergency Manager" means the person designated as such by the Commission under a Natural Gas licence.

"Other Charges" has the meaning given to that term in Clause 3.2.

"Parties" means the parties to the Agreement as set out in the Tariff Agreement (being the Customer and the Supplier).

"Reasonable and Prudent Operator" means a person, firm or corporate body seeking in good faith to perform its contractual obligations hereunder and in so doing exercising that degree of care, diligence and foresight reasonably and ordinarily exercised by skilled and experienced Operators engaged in the same type of undertaking or under the same or similar circumstances and conditions and any reference to the standard of a Reasonable and Prudent Operator will mean such a degree of care, diligence, prudence and foresight as aforesaid.

"Schedule" means the Schedule or Schedules to these Terms and Conditions of Gas Supply which attach to and form part of the Agreement.

"Siteworks" any works carried out by Gas Networks Ireland in relation to the Customer's Natural Gas connection, including but not limited to the provision, installation, repair, maintenance or servicing of the Meter or equipment used in the conveyance and supply of Natural Gas.

"Supplier" or **"Bord Gáis Energy"** or **"we"** or **"us"** means Bord Gáis Energy Limited, a company incorporated in Ireland with registration number 463078 and registered office at One Warrington Place, Dublin 2.

"Supply Period" means the term of the Agreement which shall commence on the Commencement Date and continue until terminated in accordance with Clause 22 of these Terms and Conditions of Gas Supply.

"Tariff Agreement" means the contract signed or agreed to by the customer setting out (amongst other things) the customer's details, premises to be supplied and annual quantities incorporating the Terms and Conditions of Gas Supply.

"Terms and Conditions of Gas Supply" means these standard terms and conditions of gas supply as amended from time to time.

"VAT" means value added tax at the applicable rate from time to time.

"Year" means a period of time commencing at 08.00 hours on any Day of any calendar year and ending at 08.00 hours on the same date in the next succeeding calendar year.

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

2. SALE AND SUPPLY

2.1 The Supplier will sell and supply Natural Gas to the Customer at the Customer's Premises for the Supply Period in accordance with the law and subject to the Agreement.

2.2 The purpose of supply is that set out in the Tariff Agreement. The Natural Gas supplied by the Supplier may not be resold by the Customer in any form or used for any purpose other than that specified in the Tariff Agreement without the prior written consent of the Supplier.

3. PRICE

3.1 The gas commodity price to be paid by the Customer to the Supplier for Natural Gas supplied within a given calendar month shall be the Default Gas Commodity Price as calculated in accordance with Part A of Schedule 1 unless the Customer has entered into a Fixed Gas Commodity Price Contract, in which case the gas commodity price to be paid by the Customer to the Supplier for Natural Gas supplied shall be the Fixed Gas Commodity Price referred to in Part B of Schedule 1.

3.2 In addition to gas commodity price payments for Natural Gas pursuant to Clause 3.1, the Customer will also, in respect of the Supply Period, pay the Supplier for transportation, shrinkage gas charges, fixed costs and any other cost or charges or otherwise specified by the Supplier or on the Supplier's behalf (the "Other Charges"). The categories of the Other Charges are those set out in Schedule 2 (as such Schedule may be amended from time to time). The Customer will also pay any amounts which become payable pursuant to Clause 22.

3.3 All prices and charges set out in the Agreement are exclusive of VAT. In addition to the charges payable hereunder, the Customer shall pay to the Supplier the amount of any VAT applicable to such charges which will be included in the Customer's monthly bill.

3.4 Each Party shall supply to the other Party all data reasonably required by the other Party in order to calculate or to check any Other Charges imposed.

3.5 The Parties acknowledge that some of the Other Charges reflect charges imposed under or deriving from the Code of Operations (including the operation thereof), the Uniform Network Code and/or the Moffat Agency Agreement ("network related charges") and that the Other Charges will change from time to time to reflect any changes to the network related charges. The Customer shall continue to be liable during the Supply Period to pay the Other Charges as so changed from time to time.

3.6 The Supplier reserves the right to amend the Default Gas Commodity Price charged for Natural Gas without the prior agreement of the Customer.

4. METERING AND BILLING

4.1 The Natural Gas supply will be measured by the Meter and metering equipment that will be installed and maintained by GNI. GNI staff, its agents or contractors will read the Meter.

4.2 In between readings of the Meter, estimations of your Natural Gas consumption may be made by GNI. An estimated account will be calculated having regard to a number of factors including (but not limited to) prior Natural Gas usage at the Premises, the time of year and the nature of the Premises.

4.3 The Supplier will invoice the Customer monthly in respect of a Billing Period which, for the avoidance of doubt, may include part of two consecutive calendar months. The Supplier reserves the right to vary this arrangement from time to time. The Customer will pay monthly for Natural Gas taken, or estimated to have been taken, by it during any part of a calendar month falling within the Billing Period (plus VAT) in line with the FAR process (plus VAT) payable by the Customer to GNI in respect of the Premises in the Customer's bill. If this charge is included in the Customer's bill, the Supplier will arrange for payment to GNI on the Customer's behalf.

4.5 The Supplier may also include in your monthly invoice charges (plus VAT) for any services that we have agreed to supply to you and that you have agreed to receive.

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

4.7 If the Supplier supplies Natural Gas to the Customer but all or part of such Natural Gas supplied is not registered by the Meter (due to a fault or unauthorised interference or any other reason), the Customer must pay an amount equal to the charge that we estimate would have been payable had the Meter or metering equipment been working properly at the date of the next bill.

4.8 The reading shown by the Meter will be evidence of the quantity of Natural Gas supplied to the Customer. The Customer may at any time require that the Meter be tested subject to paying (in advance) the estimated cost of the removal, replacement and testing of the Meter. Such payment will be refunded to the Customer if the testing shows the Meter to have been registering outside of tolerance in favour of the Supplier. The Supplier may at any time at its own expense have the Meter tested.

4.9 A copy of the code of practice of the Supplier concerning arrangements for billing may be obtained on the Supplier's website at www.bordgaisenergy.ie.

5. PAYMENT

5.1 Payment will be made by direct debit (or such other method as may be specified by the Supplier from time to time) to the Supplier's account as designated from time to time so that the Customer's gas account with the Supplier is credited with the amount due not less than 10 business days from the date of invoice.

5.2 The Customer will prior to the Commencement Date furnish to the Supplier a form of instruction to the Customer's bank authorising the bank to make payment to the Supplier in the manner set out in Clause 5.1. The Customer undertakes not to withdraw or vary any such instructions given to the Customer's bank.

5.3 Should the Customer fail to make payment to the Supplier of any sum due under the Agreement, interest on the sum will accrue at a daily rate equal to 2 per cent above the Bank of Ireland AAA Overdraft Rate then in force on a daily basis (or if there is no such rate then a rate which is equivalent chosen at the discretion of the Supplier) from whether before or after any judgement.

5.4 If you have a Bord Gáis Energy account with us at this or other Premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us.

5.5 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 tell you in writing

5.6 If you close your Natural Gas account and there is a credit balance due to you this will be shown on your final bill. You must contact us to receive your credit. If any credit remains unclaimed for longer than one year then we may remove this credit from your account.

5.7 Your liability to pay for the Natural Gas used at the Premises (plus VAT) together with any supply charges which may be applicable to your tariff and any amount specified on the bill for other services that we have agreed to provide to you continues until all sums due are discharged by you.

6. ACCESS TO THE METER, FACILITIES AND THE PREMISES

6.1 All equipment and installations up to and including the Meter belong to GNI and must be used in accordance with GNI's instructions. The Supplier has no responsibility for maintaining the Meter or the Facilities.

6.2 The Customer must comply with any conditions given to it by GNI or by the Supplier on behalf of GNI regarding the Natural Gas connection or any related matters.

6.3 The Customer is responsible at all times for looking after the Meter and the Facilities. The Customer will not interfere or allow any interference with the Meter, or the Facilities, whether for repairs or for any other purpose without GNI's consent, and will notify GNI and/or the Supplier of any defect in the Meter or the Facilities or if any alteration or other attention is required.

6.4 The Customer may request GNI to carry out Siteworks at the

Premises or when appropriate the Customer may ask the Supplier to make this request on the Customer's behalf, in each case subject to the applicable terms and conditions.

6.5 The Customer is responsible for all costs (including VAT) associated with the Siteworks. This includes any costs incurred as a result of the cancellation of the Siteworks by the Customer or because of the Customer's default. The Customer will also be responsible for all fees payable where GNI visits the Premises to carry out the Siteworks at a time agreed with the Customer, but is unable to do so due to the default of the Customer.

6.6 The Customer must give GNI (or when appropriate the Supplier) all information that GNI may reasonably require and do anything reasonably requested by GNI to enable GNI to carry out the Siteworks.

6.7 GNI (or when appropriate the Supplier) will inform the Customer at the time that he requests the Siteworks of the cost and payment terms of the Siteworks.

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

6.10 The Customer must allow the Supplier a right of entry to the Premises for all reasonable purposes at all reasonable times and at any time in the case of an emergency.

6.11 If the Customer fails to comply with Clauses 4 or 6 and this frustrates or delays payment of the Natural Gas used by the Customer, the Supplier will be entitled to treat this as neglect or refusal to pay for the purpose of the Agreement.

7. NEW OR RETURNING CUSTOMERS

7.1 Customers who have not previously been supplied with Natural Gas by the Supplier at any time ("New Customers") or who are switching to the Supplier from another supplier ("Returning Customers") and who want to be supplied with Natural Gas on the Default Gas Commodity Price, must sign the Tariff Agreement at least 5 Business Days prior to the first day of the calendar month in which they wish to begin to be supplied with Natural Gas by the Supplier.

7.2 New Customers or Returning Customers who want to be supplied with Natural Gas on a Fixed Gas Commodity Price Contract, must sign the Tariff Agreement and accept a Fixed Gas Commodity Price Contract in accordance with the appropriate Booking Window for contracts starting in the month in which they wish to begin to be supplied with Natural Gas by the Supplier.

7.3 For New Customers or Returning Customers, the Agreement and any Fixed Gas Commodity Price Contract will begin on the first calendar day of the month.

8. FIXED GAS COMMODITY PRICE CONTRACTS

8.1 If you wish to use the FVT Online System to accept a Fixed Gas Commodity Price Contract you must first have signed a Tariff Agreement and have been provided with instructions and secure user details for the FVT Online System by the Supplier.

8.2 The provisions of the Tariff Agreement and the Terms and Conditions of Gas Supply apply to all Fixed Gas Commodity Price Contracts. Customers who accept a Fixed Gas Commodity Price Contract agree to be bound by the Tariff Agreement and the Terms and Conditions of Gas Supply.

8.3 If you wish to enter into a Fixed Gas Commodity Price Contract for a Fixed Gas Commodity Price Supply Period to commence in a particular calendar month, you must accept such Fixed Gas Commodity Price Contract within the relevant Booking Window for that particular calendar month via the FVT Online System.

8.4 Following the expiry of a Fixed Gas Commodity Price Supply Period, the Supplier will continue to supply Natural Gas to the Customer at the Default Gas Commodity Price (subject to Clause 3.2) for the remainder of the Supply Period, unless the Customer entered into a further Fixed Gas Commodity Price Contract, in which case the Customer will be charged the Fixed Gas Commodity Prices specified therein (subject to Clause 3.2).

9. SECURITY

If required by the Supplier at any time, the Customer will furnish such security (whether by way of deposit, guarantee or other form of security) as the Supplier may require for the payment of any monies which may from time to time become due by the Customer under the Agreement. The Customer acknowledges that this security, where in the form of a deposit, does not amount to an interest bearing deposit, and the Customer shall not be entitled to any interest payments from the Supplier.

10. CALCULATION OF ENERGY SUPPLIED

10.1 The Customer will be charged for the number of kilowatt hours (kWh) of Natural Gas consumed by it, or estimated to have been consumed by it, or passed through the Meter, or estimated to have been passed through the Meter, in accordance with the Gross Calorific Value of the Natural Gas as determined by the Supplier.

10.2 The calculation of Natural Gas supplied will conform with the requirements of EEC Directive 71/318/EEC or any amendment or re-enactment of that Directive.

11. UNITS OF MEASUREMENT

11.1 All units of measurement used pursuant to the Agreement will be in accordance with EEC Directive 80/181/EEC and any amendment or re-enactment of that Directive.

12. QUANTITIES AND INTERRUPTIONS

12.1 The Supplier may limit the supply of Natural Gas to the Customer as it thinks desirable or necessary to any quantity which includes (without limitation) asking GNI to cut off the supply of Natural Gas to the Customer.

12.2 Although the Supplier intends that the supply of Natural Gas will be given without interruption or variations, the Supplier will not be liable for any loss or damage, suffered by the Customer in respect of interruptions or variations in the supply or cessation of supply resulting from any cause whatsoever.

12.3 The Supplier's obligation to supply Natural Gas to the Customer is subject at all times to the delivery of Natural Gas by GNI to the Delivery Point.

13. ASSIGNMENT BY THE SUPPLIER

13.1 The Supplier will be entitled to assign the benefit and/or burden of the Agreement without the prior written approval of the Customer.

14. COMPLAINTS

14.1 The Customer may make a complaint in relation to any issue arising under the Agreement by contacting the Customer Service Department in accordance with Condition 23.

14.2 Any complaints made by the Customer will be dealt with by the Supplier in accordance with its Code of Practice for dealing with Customer Complaints. The Customer may obtain a copy of this code on the Bord Gáis Energy website www.bordgaisenergy.ie or by contacting us in accordance with Condition 23.

15. DISPUTES

15.1 All disputes which arise under or in connection with the Agreement or the sale or supply of Natural Gas under the Agreement will be referred to an Expert or Arbitrator pursuant to Clause 15.2 or Clause 15.3 of the Agreement to be appointed by the agreement of both parties (within 10 days of one party requesting the other to so agree), or, in default of agreement, as appointed by the President of the Incorporated Law Society of Ireland.

15.2 Any dispute which the parties agree to be of a technical nature (within ten days of one party requesting the other to state whether it agrees that the dispute is of a technical nature) will be referred to an Expert whose decision will (save in the case of fraud or manifest error) be final and binding on and will be implemented by the parties and may not be referred to an Arbitrator.

15.3 All other disputes will be referred to an Arbitrator and the provisions of the Arbitration Acts 1954–1998 and any amendment or re-enactment of those acts will apply to such arbitration.

15.4 Without prejudice to Clause 15.3, any dispute which could be referred to an Arbitrator pursuant to the Agreement may by the agreement of both parties be referred to an Expert.

16. FORCE MAJEURE

16.1 Notwithstanding any other provision of the Agreement, a party validly claiming Force Majeure will be relieved from liability for breach of the Agreement, or will not be otherwise liable, to the extent that owing to any Force Majeure which it has notified to the other party it has not performed any of its obligations which would otherwise have resulted in liability under the Agreement. The relief to be offered under this Clause will not extend to the obligations of either party to pay money when due or to give notice which it may be required to give under the Agreement.

16.2 The party affected by the Force Majeure must promptly:

(a) notify the other party in writing of the Force Majeure and furnish such information as is available and may reasonably be disclosed relating to the Force Majeure including where relevant (but not limited to) the quantities of Natural Gas affected and an estimate of the time required to remedy the Force Majeure; and

(b) take all reasonable steps at a reasonable cost to rectify the Force Majeure and to minimise the damage caused thereby but will not be obliged to settle any strikes or other labour disputes except in such manner as it will in its own judgement consider it fit.

17. APPLIANCES AND FACILITIES

17.1 The Supplier accepts no liability whatsoever or howsoever arising whether in contract, tort (including negligence) or otherwise for the Appliances or the Facilities or the care and maintenance of the Appliances or the Facilities.

18. BORD GÁIS ENERGY CODES OF PRACTICE

18.1 We have 3 Codes of Practice covering Complaint Handling, Marketing and Bill Payment which set out the way we do our business in each of these areas and the services and levels of service you can expect. To obtain a free copy please contact us in accordance with Condition 23 or visit our website at www.bordgaisenergy.ie

19. LIMITATION OF LIABILITY

19.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

19.2 The Supplier will not have any liability whether in contract or tort or otherwise and whatsoever or howsoever arising in respect of or in connection with any failure of the transportation services provided by GNI, the Natural Gas connection, or any Siteworks.

19.3 The Supplier will not have any liability whether in contract, tort (including negligence) for any indirect or consequential loss or economic loss suffered by the Customer as a result of the sale or supply of Natural Gas or in connection with the Agreement.

20. NETWORK EMERGENCY

20.1 In the event of and for the duration of a network emergency or in the case of an escape, or suspected escape, of Natural Gas:

(a) the Supplier may at the request of the Network Emergency Manager, the emergency response service or Gas Networks Ireland discontinue the supply of Natural Gas to the Premises; and

(b) the Customer must refrain from using Natural Gas immediately upon being told by the Supplier or Gas Networks Ireland that the Customer should do so.

21. EMERGENCY RESPONSE SERVICE

21.1 The contact details of the emergency response service are:– 24 Hour Telephone Number: 1850 20 50 50.

21.2 The Supplier will, in so far as is practicable, take steps to inform the Customer of any change in the details of the emergency response service prior to such change becoming effective. In any event the up-to-date information in this regard will be displayed on the Supplier's website or on the Customer's Natural Gas bill.

22. TERMINATION

22.1 Customers who are being charged the Default Gas Commodity Price may may end this agreement by giving us 28 days notice by telephone or by writing to us (in accordance with Condition 23) and by paying the amount due for all Natural Gas used up to the date of such termination and for any other charges and obligations in your tariff or services that we have agreed to provide to you under this Contract. You will remain liable for any Natural Gas used in the Premises until this notice has expired and a) you have given us a meter reading or b) you have given access to Gas Networks Ireland to read and de-energise the Meter or c) you have accepted an estimated meter reading provided by us. If you cannot provide us with a closing meter read we may provide you with an estimated read calculated by us, at our sole discretion. Where this happens, you agree to make payment in full based on our estimated Meter read. In the event that you cannot provide a meter reading, do not accept our meter reading or cannot provide Gas Networks Ireland access to the Premises, you may be charged a special administration fee of €65 in order to close your account.

22.2 In the event that a Customer who is being charged the Default Gas Commodity Price does not provide 28 days notice of termination of the Agreement in accordance with Clause 22.1, the Customer shall pay the Supplier the costs incurred by the Supplier in respect of procuring wholesale Natural Gas for the Customer and all associated Code of Operations and Uniform Network Code charges as applicable from the date of change of supplier to the end of the Supply Period to the extent (if any) that the Supplier incurs a loss as a result of incurring such costs.

22.3 Customers who have accepted a Fixed Gas Commodity Price Contract via the FVT Online System may not terminate the Agreement prior to the expiry of the Fixed Gas Commodity Price Supply Period of such Fixed Prices Gas Commodity Contract otherwise than in accordance with Clause 22.6, but may terminate the Agreement by serving on the Supplier not less than 28 days notice in writing of its intention to terminate the Agreement provided that such notice terminates on or after the expiry of the Fixed Gas Commodity Price Supply Period. You will remain liable for any Natural Gas used in the Premises until this notice has expired and a) you have given us a meter reading or b) you have given access to Gas Networks Ireland to read and de-energise the Meter or c) you have accepted an estimated meter reading provided by us. If you cannot provide us with a closing meter read we may provide you with an estimated read calculated by us, at our sole discretion. Where this happens, you agree to make payment in full based on our estimated Meter read. In the event that you cannot provide a meter reading, do not accept our meter reading or cannot provide Gas Networks Ireland access to the Premises, you may be charged a special administration fee of €65 in order to close your account.

22.4 The Customer acknowledges that, where a Customer has entered into a Fixed Gas Commodity Price Contract, the Supplier has been obliged to procure wholesale Natural Gas for the duration of the Fixed Gas Commodity Price Supply Period to comply with its obligations to the Customer under the Fixed Gas Commodity Price Contract. In the event that the Customer changes supplier during the Fixed Gas Supply Period and terminates the Agreement in breach of Clause 22.3, the Customer shall pay the Supplier the costs incurred by the Supplier in respect of procuring wholesale Natural Gas for the Customer and all associated Code of Operations and Uniform Network Code charges as applicable up to the end of the Fixed Gas Commodity Price Supply Period to the extent (if any) that the Supplier incurs a loss as a result of incurring such costs.

22.5 If a Customer is being charged the Default Gas Commodity Price, the Supplier may terminate the Agreement by serving on the Customer not less than 28 days notice in writing of its intention to terminate the Agreement. The Agreement will automatically terminate on the expiry of any notice so served.

22.6 The Agreement may be terminated by either party at any time without notice, if the other party commits a material breach of the Agreement and fails to remedy it within a reasonable time but without prejudice to any antecedent rights or remedies of either party. Without prejudice to the classification of any other breach as a material breach, any failure by the Customer to pay any sum due under the Agreement on time will be deemed to be a material breach of the Agreement.

22.7 The Supplier may terminate the Agreement without notice in the following circumstances:

(a) if the Customer becomes bankrupt, insolvent, makes any voluntary arrangement with any of its creditors, if a receiver or administrative receiver is appointed over any part of the Customer's business or property, the Customer goes into liquidation or an examiner is appointed to the Customer;

(b) if the Supplier no longer has a Licence to supply the Premises;

(c) if the Network Emergency Manager, the emergency response service or GNI inform the Supplier that there is any risk of fire or explosion or injury to persons or property by reason of any defects or suspected, defects in the Facilities or the Appliances;

(d) if the Supplier reasonably considers that there is a risk of fire or explosion or injury to persons or property due to the supply of Natural Gas to the Premises; or

(e) if a last resort supply direction is given to another supplier in respect of the Premises, in which event the Agreement will terminate on the date that the direction takes effect.

22.8 The termination of the Agreement, however arising, will be without prejudice to the rights and duties of either party accrued prior to termination. The conditions which expressly or implied have effect after termination will continue to be enforceable notwithstanding termination.

22.9 Further information in relation to the policy and procedures of the Supplier for causing premises to be disconnected from the Natural Gas network is set out in the code of practice on disconnection which may be obtained on the Supplier's website or on the Customer's Natural Gas bill.

23. CONTACT DETAILS

(a) Our Customer Service Department may be contacted:

In writing: Bord Gáis Energy
PO Box 10943
Freepost F4062
Dublin 2
By telephone: 1850 405 805
By e-mail: businessdirect@bordgais.ie

Please note, we will only deal with the named account holder for security and data protection purposes. Certain information as provided in the Terms and Conditions of Gas Supply for Business Customers may also be obtained on our website at www.bordgaisenergy.ie or by contacting us in accordance with the details above.

(b) This contact information may be amended or varied from time to time. The up-to-date information in this regard will be displayed on our website and on your bill.

24. CUSTOMER INFORMATION

You agree that we may give your information to Gas Networks Ireland and Gaslink for the purposes of connecting you to, and operating, the Gas Networks Ireland's distribution system and for the purposes of the "Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points".

25 . DATA PROTECTION FOR OTHER

Commercial Customers

25.1 From time to time, the Supplier, the Supplier's agents and/or

service providers may collect from the Customer, personal data relating to the employees or other officers of the Customer. Such personal data shall be used and disclosed by the Supplier, at any time in the future, solely as strictly necessary for the purposes of managing its relationship with the Customer pursuant to the Agreement, including for contact purposes and any future sales and marketing activity. The Customer shall procure the consent of such individuals to the uses and disclosures of personal data referred to in this Condition and shall inform the individuals that they are entitled to access their data and have any incorrect details amended or erased.

25.2 Throughout the course of the Customer's ongoing customer/supplier relationship with the Supplier, the Customer may from time to time speak to the Supplier's employees (or those of its agents and/or service providers) by telephone. As part of its commitment to ensuring that the highest levels of service are provided to its customers, such telephone conversations may be recorded. The Supplier agrees to keep the recorded information in the strictest confidence and to use the information solely for staff training/quality control purposes, for verifying the Customer's instructions to the Supplier and for such other uses/disclosures as are referred to in this Condition. The Customer shall procure that its employees and other officers are informed of the terms of this Condition 25.2.

26. MARKETING NOTICE FOR OTHER COMMERCIAL CUSTOMERS

26.1 Bord Gáis Energy and the Centrica Group and/or agents acting on behalf of Bord Gáis Energy may (in accordance with any preferences that you express) wish to contact you by post, telephone (including mobile), in person, text message or e-mail with information about our own products or services (relating to gas, electricity, boiler services) or other products and services (including those of third parties should you consent to receiving such communications) which may be of interest to you.

26.2 You may advise us of your marketing preferences when you sign up as a customer or you may opt out by:-

- calling us on 01 611 01 66
- completing the Web Form on www.bordgais.ie/energy/dp
- following the unsubscribe instructions in email or SMS communications to opt out of receiving further such communications

Or

- by writing to us at:
  Bord Gáis Energy
  Data Protection Opt-out
  PO Box 10943
  Freepost F4062
  Dublin 2

26.3 Please note that you can opt-out by marketing type (e.g. email, SMS, etc.) as we know our customers may be happy to receive one form of marketing but not another.

OR calling us on 1850 405 805

27. NOTICES

27.1 Any notice or request to be given by one party to another under the Agreement will be delivered to the party in question or sent to such party by registered post, facsimile transmission or electronic mail addressed to that party at such address as the party in question will from time to time designate by written notice and, until such notice will be given, the addresses of the parties will be those that appear in the Tariff Agreement. Any notice or request given in accordance with this Clause shall be deemed to have been received as follows: (a) in the case of post, two Business Days after posting; (b) in the case of facsimile transmission, when written confirmation of its transmission has been recorded by the sender's fax machine provided always that such written confirmation is retained by the sender for inspection by the other party; and (c) in the case of electronic mail, at the time it was sent, unless the sender receives notification that the electronic mail has not been received.

28. DEEMED CONTRACT

28.1 If you own or occupy a premises where a supply of gas is provided and you do not have a contract for the supply of gas with Bord Gáis Energy, as the registered supplier of the premises, then the premises will be considered to be supplied by us under a Deemed Contract.

28.2 The Deemed Contract will be between us, Bord Gáis Energy, 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 gas in the absence of a contract for supply and shall end onthe date on which we or another supplier is registered with the GPROas the supplier of the Premises or on the date on which we cease to supply the Premises, whichever is the earliest.

28.3 If you are being supplied under a Deemed Contract:

(i) we will send you a notice informing you of this and advising you that you are liable to pay for any gas consumed under a Deemed Contract; and

(ii) these standard Conditions of Gas Supply for Fuel Variation Tariff Customers will apply to you; and

(iii) you will be charged our standard gas tariff (which shall include applicable charges, taxes and levies) for Fuel Variation Tariff Customers for any gas supplied. Our standard gas tariff is published on our website at www.bordgaisenergy.ie or can be obtained by calling us on 01 611 01 66.

(iv) You will be bound by Gas Networks Ireland Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points.

29. GENERAL

29.1 Without prejudice to Clauses 3.6, we reserve the right to change the Terms and Conditions of Gas Supply by giving written notice to you as soon as is reasonably practicable prior to the changes being introduced provided that, if the Customer has entered into a Fixed Gas Commodity Price Contract, such changes will only take effect from the end of the current Fixed Gas Commodity Price Supply Period.

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

29.3 No waiver by the Supplier of any breach of the Agreement by the Customer will be considered as a waiver of any subsequent breach of the same or any other provision.

29.4 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question will not be affected thereby.

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

30. ENTIRE AGREEMENT

30.1 The Customer acknowledges that it has read and understands the Tariff Agreement, these Terms and Conditions of Gas Supply and, where applicable, the terms of any Fixed Term Contract (accepted by the Customer via the Supplier's FVT Online system) and agrees to be bound by the Agreement. Further the Customer agrees that the Agreement is the complete and exclusive statement of the agreement of the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of the Tariff Agreement, these Terms and Conditions of Gas Supply and the terms of any Fixed Term Contract (accepted by the Customer via the Supplier's FVT Online System).

SCHEDULE 1 – GAS COMMODITY PRICE

A. If you have not entered into a Fixed Gas Commodity Prices Contract in respect of a calendar month, you will be charged the Default Gas Commodity Price for that calendar month, calculated as follows:

•Pm = [Default NBPm X GBP/EUR]

Where

Pm = the Default Gas Commodity Price of gas in Month M expressed in cent per therm

Default NBPm = is defined as the average of the ICE NBP futures settlement prices for

Month M over the last 5 trading days in the prior month M-1.

GBP/EUR = The average of the Sterling Euro exchange rate for each ICE business day of

Month M-1 as quoted by AIB Bank.

B. If you have entered into a Fixed Gas Commodity Prices Contract in respect of a calendar month, you will be charged the Fixed Gas Commodity Price for that calendar month set out in such Fixed Gas Commodity Prices Contract.

SCHEDULE 2 – OTHER CHARGES

1. A site specific charge in Euros per annum which incorporates:

- Transportation capacity charges for the Irish transmission system based on supply point capacity as determined by Gas Networks Ireland.
- Transportation capacity charges for the Irish distribution system based on supply point capacity as determined by Gas Networks Ireland.
- Operating costs recoverable by Bord Gáis Energy as determined by the Commission.

2. Shrinkage gas charges on the Gas Networks Ireland system in c/kwh as determined by Gas Networks Ireland.

3. A fixed rate charge in c/kwh to incorporate recovery of:

- supply margin
- swing premium
- UK and Irish transmission commodity tariff
- Irish distribution commodity tariff

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