BUSINESS GAS
Customer Agreement Form

Bord Gáis Energy

FIXED AND VARIABLE PRODUCT

SINGLE SITE

PLEASE COMPLETE ALL SECTIONS IN BLOCK CAPITAL LETTERS

STEP 1 ACCOUNT HOLDER DETAILS

Legal Name

Trading as (if different)

Account Holders Name

Address

Main Activity | Date Established

Limited Co. ☐ | Plc ☐ | State Body ☐

Co-operative ☐ | Association ☐ | CRO

Sole Trader ☐ | Partnership ☐ | No. of Employees

Home Address

Contact Name

Position

Telephone | Mobile

Email | Fax

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

Site Name

Address

Contact Name

Telephone | Mobile

Email | Fax

ADDRESS TO SEND BILL TO

Contact Name

Address

Priority Customer ☐

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

Price plan name | Commitment Period End Date

Level Pay Y ☐ N ☐

Variable Contract Commitment Period:

12 months ☐ 24 months ☐ 36 months ☐

	Standing Charge	Energy Unit Rate	Non Energy Unit Rate	Capacity Charge
Fully Fixed Rate				
Fixed Energy Rate				
Variable Rate*				

*Subject to change.

DISCOUNT (selected variable price plans only)

Commitment Period:	12 months	24 months	36 months
Year 1 discount			
Year 2 discount			
Year 3 discount			

The Commencement Date will be the date of the first meter reading after we apply to register you as our customer. I request Bord Gáis Energy to provide gas to the above premises at the selected tariff. I acknowledge that the variable 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.

CUSTOMER DECLARATION

By signing this Customer Agreement Form, you acknowledge that you are bound by the terms and conditions printed overleaf from the date of signing up to the Commitment Period End Date (if applicable). In circumstances where you seek to terminate the Agreement after the date of signing hereof but prior to the Commitment Period End Date, you accept that you will be liable to pay an Early Exit Fee. You understand that this offer is subject to a satisfactory credit check by Bord Gáis Energy. If your sale has been processed by an energy broker, the rates included in your Price Plan may include your broker's commission fee. You hereby confirm that you have authority to enter into this Agreement 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 (To be completed by agent)

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 holder 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/CAF/VS/0618

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Trading as (if different)

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Address

Main Activity | Date Established

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Co-operative ☐ | Association ☐ | CRO

Sole Trader ☐ | Partnership ☐ | No. of Employees

Home Address

Contact Name

Position

Telephone | Mobile

Email | Fax

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

Site Name

Address

Contact Name

Telephone | Mobile

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ADDRESS TO SEND BILL TO

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Priority Customer ☐

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Name | Signed | Date

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*Signature

2nd signature

Mandate date of signature

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

Customer Copy

BGE/BG/CAF/VS/0618

Conditions of Supply for Gas SME to Business Customers

These are our terms and conditions which are applicable to Commercial Customers on SBU or MBU tarifs, availing of one of the following price plans, a Fully Fixed Price Plan, a Fixed Energy Price Plan and a Variable Price Plan. We would ask you to read clause 3(f) carefully.

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. Interpretations

(a) Definitions

In this agreement

"Agreement" means the contract between you and us for the supply of Natural Gas to the Premises which is subject to the terms set out in the Customer Agreement Form/ Confirmation Letter (as applicable);

"Annual Quantity" means the amount of Natural Gas in kWh that you use as calculated by Gas Networks Ireland and provided to us;

"Appliances" means all cookers, boilers, heaters and other apparatus which consume natural gas (including associated pipe work) installed on the Premises beyond the Meter but does not include the Meter or any fittings and piping installed up to the Meter;

"Bord Gáis Energy" or **"Supplier"** 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;

"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;

"Commitment Period" means the period during which your Price Plan shall apply and it shall commence on the date we start to supply you (under the terms of this Agreement) and shall expire on the Commitment Period End Date;

"Commitment Period End Date" means the date on which the Commitment Period shall expire. Depending on your chosen Price Plan, your Commitment Period shall expire as follows depending:

Price Plan	Commitment Period End Date
Fixed Energy Price Plan/ Fully Fixed Energy Price Plan	The date specified in your Confirmation Letter/ Customer Agreement Form (as applicable)
Variable Price Plan which includes a discount	The date that is 12/24/36 months (as applicable) from the start of the Commitment Period

"Conditions" means the standard terms and conditions set out in this document;

"Connection Agreement" means the agreement between you and Gas Networks Ireland which governs the Natural Gas Connection. You may request a copy of this agreement from Gas Networks Ireland;

"Customer" or **"you"** means the person or company, who has entered into this Agreement; Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Agreement;

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

"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 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 license and the owner or occupier of the Premises;

"Delivery Point" means the flange or weld at the point of entry into the Premises or such other point as shall be agreed;

"Distribution System" means the system owned by Gas Networks Ireland and operated by Gas Networks Ireland for the distribution of Natural Gas around Ireland;

"**Early Exit Fee**" means the fee to be paid by you if from the Effective Date, you terminate the Agreement before the Commitment Period End Date. The method of calculation of the Early Exit Fee is set out in Condition 12(c);

"**Effective Date**" means the date (preceding the Commitment Period) the Customer agrees to enter into the Agreement with the Supplier by confirming with the Supplier over the telephone or the date that you sign the Customer Agreement Form;

"emergency response service" means the emergency response service operated by ESB Networks for the purposes of receiving and responding to reports of actual or suspected electricity emergencies;

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

"Energy Rate" means the price to be paid for each unit of electricity supplied;.

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

"FAR" (Forecasting, Allocation and Reconciliation) is a method of estimating gas consumption in the absence of an actual meter read. It is carried out by Gas Networks Ireland and the method is approved by the Commission for Energy Regulation;

"Fixed Energy Price Plan" means a Price Plan where the price of electricity contains an Energy Rate and a Non-Energy Rate (and any other applicable charges including standing charges) and you agree to a Commitment Period. The Energy Rate is fixed during the Commitment Period. All other rates, including the Non-Energy Rate and standing charges are subject to change during the Commitment Period. The PSO Levy and VAT and any other tax or levy are not fixed and may be subject to change during the Commitment Period.

"Fully Fixed Price Plan" means a Price Plan where the price of electricity is fixed during the Commitment Period and will not change. This includes the applicable unit rate of electricity supplied, wattless charges, standing charges and capacity charges. The PSO Levy, VAT and any other tax or levy are not fixed and may be subject to change during the Commitment Period.

"Force Majeuer" 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;

"Gas Networks Ireland" means the networks business of Ervia, having its principal place of business at Webworks, Eglinton Street, Cork and its successors and assigns;

"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 contain the same total mass of water vapour as the Natural Gas and air before combustion;

"GPRO" means the Gas Point Meter Registration Office, a body run by Gas Networks Ireland which maintains the register of all gas meter points in Ireland;

"last resort supply direction" means a direction given to a supplier by the Commission for Energy Regulation 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 for Energy Regulation;

"Meter" means the Natural Gas meter and related fittings and pipes installed by Gas Networks Ireland for the purpose of measuring the quantity of Natural Gas used by the Customer on the Premises and includes any such meter or meters of any type supplied to you at any time at the Premises;

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

"Natural Gas" means any gas transported through the Natural Gas system;

"Natural Gas Connection" means the connection between the Natural Gas network and the Premises

up to and including the Meter;

"National Gas Emergency Manager" means the person designated as such by the Commission for Energy Regulation who manages a network emergency;

"network" means all of the transmission and distribution pipelines used for the transmission, distribution and supply of Natural Gas to, from or within Ireland;

"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;

"Non-Energy Rate" means the price to be paid for network and other ancillary charges related to your supply of gas and is charged on a per unit basis. This price is subject to change and any changes may, at the Supplier's discretion, be passed through to the Customer;

"Party" means one or other Party to this Agreement (being the Customer and the Supplier) and the term **"Parties"** shall be construed accordingly;

"Premises" means

i) the premises specified in the application for Natural Gas supply completed by you; or

ii) such other premises as may be notified by you to us and accepted by us from time to time; or

iii) the premises occupied by you and supplied by us under a Deemed Contract.

"Price Plan" means either a Fully Fixed Price Plan, a Fixed Energy Price Plan or a Variable Price Plan offered by us from time to time and the pricing structure applicable to each;

"Reasonable and Prudent Operator" means a person, firm or body corporate 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;

"Siteworks" means any works carried out by Gas Networks Ireland in relation to the Customer's Natural Gas Connection and any other piece of work as set out in Gas Networks Ireland Siteworks charges as approved by the Commission for Energy Regulation, including but not limited to the provision, installation, repair, maintenance, locking, unlocking, disconnection or reconnection or servicing of the Meter or equipment used in the transportation and supply of Natural Gas;

"Term" means the period commencing on the Effective Date, including the Commitment Period, which shall continue up to and including the date of expiry or termination of the Agreement, by the Supplier or Customer, in accordance with clause 12;

"Variable Price Plan" means a Price Plan where the price of gas can vary from time to time at Bord Gáis Energy's discretion. If your Variable Price Plan includes a discount on the Energy Rate, a Commitment Period shall apply. If your Variable Price Plan does not include a discount i.e. our standard Variable Price Plan, no Commitment Period shall apply. The terms of the Variable Price Plan are set out in the Conditions herein;

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

"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;

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

2. Sale and supply

(a) Subject to Condition 2(b) and 2(c), the Agreement shall commence on the Effective Date and shall continue for the duration of the Term. Subject to Condition 2(d), the Supplier will sell and supply electricity to the Customer at the Premises from the start of the Commitment Period for the duration of the Term in accordance with the law and subject to these Conditions. We will issue you with a Customer Agreement Form or a Confirmation Letter which will set out the specific details of the Price Plan and any discount (where applicable) you have agreed to. These Conditions and the Customer Agreement Form or Confirmation Letter will form the Agreement between us.

(b) The Natural Gas supplied by the Supplier may not be resold by the Customer in any form without the prior written consent of the Supplier.

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

(d) If we do not already supply gas to the Premises on the Effective Date, we will sell and supply gas to the Customer on the date that we receive a notification from the MRSO that we are the registered supplier of the Premises.

3. Price

a) The price of the Natural Gas supplied by us is set out in the applicable Price Plan.

b) Our up-to-date Price Plans may be obtained by contacting us in accordance with Condition 22.

c) If you are on a **Variable Price Plan**, we may change the price charged to you from time to time. We will communicate with you to let you know about any such changes and the date they become effective.

d) If you are on a **Fixed Energy Price Plan**, the price may change during the Commitment Period as the Non-Energy Rate is subject to change during the Commitment Period. The price of your Energy Rate will stay the same for the Commitment Period. Carbon Tax, VAT and any other levy or tax are not fixed and are subject to change during the Commitment Period. Any changes to such rates may be passed through to the Customer by us.

e) If you are on a **Fully Fixed Price Plan**, the price will not change during the Commitment Period. Carbon Tax, VAT and any other levy or tax are not fixed and are subject to change during the Commitment Period. Any changes to such rates may be passed through to the Customer by us. Once the Commitment Period of the Fully Fixed Price Plan expires, you will be placed on the standard Variable Price Plan, or other plan as agreed with us in advance.

f) Annual Notification: We may communicate with you before the end of your Commitment Period to let you know that your Commitment Period is coming to an end and the options available to you. Once the Commitment Period of your Price Plan expires, you will be placed on our standard Variable Price Plan or an alternative Price Plan, at our discretion. Before you are placed on an alternative Price Plan (excluding our standard Variable Price Plan), we will communicate with you to let you know the details of the alternative Price Plan (which shall include a fixed Commitment Period) that we intend to place you on following the expiry of your existing Commitment Period. You will have **3 weeks** to contact us to object to being placed on the alternative Price Plan that we have proposed. If we do not hear from you within this period, you will automatically be placed on the new Price Plan following the expiry of your Commitment Period. In such circumstance, these Conditions shall apply.

g) Your Price Plan depends on your annual consumption level and pattern of usage of Natural Gas which will be assessed once per Year by Gas Networks Ireland. If your consumption is above or below the Price Plan you have chosen, we may change your Price Plan and any discounts previously received by the Customer may no longer be applicable.

h) The Customer may get advice from us on choosing a Price Plan but you are responsible for making the decision on what Price Plan best suits your needs. In the event that you have chosen the incorrect Price Plan for you, Bord Gáis Energy will not be held accountable for this or any charging that has occurred due to your incorrect selection. To discuss changes to your Price Plan please telephone us on 1850 405 805.

i) In the event that any relevant new governmental or regulatory tax or levy is introduced during the Commitment Period then this will be payable by the Customer under your Price Plan.

4. Metering and Billing

a) The Natural Gas supply will be measured by the Meter and metering equipment installed and maintained in line with the relevant Connection Agreement which sets out the main commercial terms for the connection of loads to the Gas Networks Ireland Distribution System at your Premises. Gas Networks Ireland staff, its agents or contractors will read the Meter.

b) If we have not been able to get Meter readings for any reason, we will use estimated readings. You can also provide Gas Networks Ireland with your own Meter reading by phoning 1850 427 732 or you can submit your Meter reading to us directly by calling us on 1850 405 805.

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

d) In between readings of the Meter, estimations of your Natural Gas consumption may be made by Gas Networks Ireland using the FAR process. An estimated meter read will be calculated using the FAR process 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.

e) We will regularly, usually every two months (or as otherwise agreed) send you bills for Natural Gas that you use. Your bill may also include charges for services that we have agree to supply to you and will include VAT. The Supplier may also include in your bill charges (plus VAT) for any services that we have agreed to supply to you and that you have agreed to receive.

f) You must pay us for any Siteworks that we or you have requested be carried out at your Premises and for which we have been charged by Gas Networks Ireland. This includes (but is not limited to) the locking, unlocking, disconnection, reconnection or testing of the Meter.

g) 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 and Gas Networks Ireland estimate would have been payable had the Meter or metering equipment been working properly.

h) A copy of our code of practice concerning arrangements for billing (entitled "Bill Payment") may be obtained on our website at www.bordgaisenergy.ie or by contacting us in accordance with Condition 22.

5. Application of Terms and Conditions to your Connection for Natural Gas Supply

a) In consideration, and as a condition, of being connected to the Gas Networks Ireland Distribution System in order to receive a natural gas supply and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), you hereby accept and agree to be bound by the terms and conditions under which a connection to the Gas Networks Ireland Distribution System is provided and operated.

b) These terms and conditions, called the "Gas Networks Ireland Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points", are available at www.gasnetworks.ie or by contacting Gas Networks Ireland at 1850 200 694 and are entered into between you and Gas Networks Ireland, from the date of this Agreement.

6. Payment of Accounts

a) The Customer must pay us the cost of Natural Gas as set out in your Price Plan (incl. Vat) during the Commitment Period and thereafter at the applicable rates for the remainder of the Term. Your consumption at the Premises may be based on an actual or estimated meter reading(s). Unless we have agreed otherwise, every bill, including one based on an estimated meter read, is payable on the date specified on the bill. You must also pay us for an amount specified on the bill for other services that we have agreed to provide to you.

b) 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 Price Plan 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.

c) The Customer must pay us by Direct Debit or as otherwise agreed by us.

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

e) If you have another 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.

f) When your request to switch to us is processed, your current supplier will notify us if you are in arrears for more than levels set for all customers by the Commission for Energy Regulation. If we decide not to carry out the switch because of arrears, we will tell you in writing.

g) 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.

h) We may, from time to time, offer you Energy Saving Solutions. You agree that any Energy Credits associated with the Energy Saving Solutions shall be allocated to Bord Gáis Energy.

7. Access to the Meter and the Premises

a) All equipment and installations up to and including the Meter belong to Gas Networks Ireland and must be used in accordance with Gas Networks Ireland instructions and terms and conditions. The Supplier has no responsibility for maintaining the Meter or any metering equipment or associated pipe work. Pipe work from the Meter into your Premises and your appliances connecting to it are your responsibility. Neither Bord Gáis Energy nor Gas Networks Ireland accepts any responsibility for maintaining these.

b) The Customer must comply with any conditions given to it by Gas Networks Ireland or by the Supplier on behalf of Gas Networks Ireland regarding the Natural Gas Connection or any related matters. A copy of Gas Networks Ireland' terms and conditions

can be found on their website at www.gasnetworks.ie or by phoning 1850 200 694.

c) The Customer is responsible at all times for having due care towards the Meter. The Customer will not interfere or allow any interference with the Meter, whether for repairs or for any other purpose without Gas Networks Irelands' consent, and will notify Gas Networks Ireland and/or the Supplier of any defect in the Meter or if any alteration or other attention is required.

d) The Customer may request Gas Networks Ireland to carry out Siteworks at the Premises in accordance with the terms of this Agreement.

e) We may request that Siteworks are carriedout at the Premises such as locking, unlocking, disconnection, reconnection or servicing of the Meter.

f) The Customer is 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 the Siteworks by the Customer or because of the Customer's default. The Customer will also be responsible for all fees payable where Gas Networks Ireland 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.

g) Gas Networks Ireland (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.

h) The Customer must allow Gas Networks Ireland authorised personnel, agents or contractors entry to your Premises to which Natural Gas is supplied for the purposes of reading, inspecting, disconnecting, locking or removing the Meter or Meters and for all other purposes in connection with providing Natural Gas. Such entry to be permitted at all reasonable times and at any time in case of any emergency or network emergency.

i) If the Customer fails to comply with Conditions 4 or 7 and this frustrates or delays payment for 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.

8. Security

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

9. Calculation of energy supplied

a) The Customer will be charged for the number of kiloWatt hours (kWh) of Natural Gas consumed, or estimated to have been consumed at the Premises, 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 Gas Networks Ireland.

b) To convert the Meter read or estimated Meter read into kiloWatt hours (kWh), a conversion factor is applied. This conversion factor is provided to us by Gas Networks Ireland and is shown on your bill.

c) The calculation of Natural Gas supplied will conform with the requirements of Directive 2004/22/EC or any amendment or re-enactment of that Directive.

10. Units of measurement

All units of measurement used pursuant to the Agreement will be in accordance with Directive 80/181/EEC (as amended by Directive 85/1/EEC, Directive 89/617/EEC and Directive 99/103/EC) and any other amendment or re-enactment of that Directive.

11. Quantities and Interruptions

a) 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 Gas Networks Ireland to cut off the supply of Natural Gas to the Customer.

b) 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.

c) The Supplier's obligation to supply Natural Gas to the Customer is subject at all times to the delivery of Natural Gas by Gas Networks Ireland to the Delivery Point.

12. Assignment

a) The Supplier will be entitled to assign the benefit of the Agreement without the prior written approval of the Customer.

b) You may not assign this Agreement without prior written consent of the Supplier which shall not be unreasonably withheld.

13. Complaints

a) 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 22.

b) Any complaints made by you will be dealt with in accordance with our 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 22.

14. Force Majeure

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

15. Bord Gáis Energy Codes of Practice

We have 3 Codes of Practice covering issues including 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 22 or visit our website at www.bordgaisenergy.ie

16. Appliances

a) The Customer accepts liability for the care and maintenance of the Appliances at the Premises.

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

17. Limitation of Liability

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

b) The Supplier will not have any liability whether in contract or tort or otherwise whatsoever or howsoever arising in respect of or in connection with any failure of the services provided by Gas Networks Ireland, the Natural Gas Connection, or any Siteworks.

c) 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.

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

18. Discontinuance of Natural Gas Supply

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 Bord Gáis Energy in accordance with Condition 22; or

ii) for safety; or

iii) suspected interference reasons; or

iv) if there is no active Natural Gas supplier at your Premises.

19. Network Emergency

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:

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

ii) the Customer must refrain from using Natural Gas immediately upon being told by the Supplier or Gas Networks Ireland or the National Gas Emergency Manager that the Customer should do so.

20. Emergency Response Service

a) The Emergency Response Service is operated by Gas Networks Ireland on behalf of all customers.

b) The Gas Networks Ireland 24hr emergency line is: 1850 20 50 50.

c) 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 (www.bordgaisenergy.ie) or on the Customer's Natural Gas bill or may be obtained by contacting us in accordance with Condition 22.

21. Termination

a) If you do not have a Commitment Period in your Price Plan i.e.

i) if you have selected a Variable Price Plan which does not include a discount; or

ii) the Commitment Period of your Price Plan has expired

you may end this Agreement by giving us 28 days notice by telephone or by writing to us (in accordance with Condition 22) 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 Agreement. 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 meter 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.

b) If your Price Plan contains a Commitment Period and your Commitment Period expires, you will be placed on the Supplier's standard Variable Price Plan or an alternative Price Plan in accordance with Condition 3(f), and the terms of this Agreement shall apply. We may write to you to let you know when your

Commitment Period is due to expire.

c) If the Price Plan you have chosen contains a Commitment Period then you are subject to the terms of the Agreement for the duration of the Commitment Period. In the event that prior to the expiry of the Commitment Period you purport to terminate the Agreement or the Supplier purports to terminate the Agreement in accordance with Condition 21(f) then we have a right to charge you an Early Exit Fee and/or we have the right to re-register you as our Customer with the GPRO. The Early Exit Fee is calculated by taking the customer's Annual Quantity divided by 12 and then multiplied by the number of months or parts of a month between the date you terminated the Agreement and/or registered with a new Supplier and the remaining period up to the Commitment Period End Date (up to a maximum of 4 months) = **"X"**. **"X"** is then multiplied by 4 cents/kWh to calculate the Early Exit Fee payable by the Customer. The Early Exit Fee will be calculated by us and billed to you. The Parties acknowledge and agree that the Early Exit Fee is a genuine pre-estimate of the loss that the Supplier would suffer if the Agreement was terminated in the circumstances outlined in the Condition.

d) Subject to Condition 21.3, you may change from a Variable Price Plan to a Fully Fixed Price Plan or a Fixed Energy Price Plan at any time and no Early Exit Fee will apply.

e) This 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 this Agreement on time will be deemed to be a material breach of this Agreement and the Supplier may terminate the Agreement and/or lock or disconnect the Meter.

f) The Supplier may lock or disconnect the Meter without notice (and may terminate the Agreement with notice) in the following circumstances:

i) 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;

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

iii) if the National Gas Emergency Manager, the emergency response service or Gas Networks Ireland informs the Supplier that there is any risk of fire or explosion or injury to persons or property by reason

iv) of any defects or suspected defects in the Appliances and this is not rectified within a reasonable period of time;

v) 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

vi) 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.

g) The termination of the Agreement, however arising, will not affect the rights and duties of either party, accrued prior to termination.

h) Further information in relation to our policy and procedures for causing premises to be disconnected from the Natural Gas network is set out in our Code of Practice on "Bill Payment" which may be obtained by contacting us in accordance with Condition 22 or by visiting our website (www.bordgaisenergy.ie).

22. Contact Details

a) Our Customer Service Department may be contacted

In writing to: **Bord Gáis Energy**
PO Box 10943
Freepost F4062
Dublin 2
By telephone: **01 611 01 66**
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 Natural 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.

23. Customer Information

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

24. Data Protection for Other Commercial Customers

(a) 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 to other members of the Centrica Group and agents, at any time in the future, 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

(b) 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 24(b)

25. Marketing Notice

(a) 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.

(b) 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:
- **http://www.bordgaisenergy.ie/terms-and-privacy/#opt-out**
- 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

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.

26. Notices

Except for notice under Condition 3 (Price of Gas), any notice or request to be given by one Party to another under the Agreement will be delivered to the Party in question or sent to such Party by post or email addressed to that Party at such address as the Party in question will from time to time designate by written notice. Until such notice will be given, the addresses of the Parties will be those that appear in the Customer Agreement Form and as set out in Condition 22 above. Any notice or request given in accordance with this Condition shall be deemed to have been received as follows: (a) in the case of post, two Business Days after posting; and (b) in the case of email, at the time it was sent, unless the sender receives notification that the email has not been received.

27. Deemed Contract

(a) If you own or occupy a premises where a supply of electricity is provided and you do not have a contract for the supply of electricity 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.

(b) 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 electricity in the absence of a contract for supply and shall end on the date on which we or another supplier is registered with the MRSO as the supplier of the Premises or on the date on which we cease to supply the Premises, whichever is the earliest.

(c) 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 electricity consumed under a Deemed Contract; and

ii. our standard Conditions of Supply for Gas SME Business Customers will apply to you;

iii. you will be charged our standard gas tariff (which shall include applicable charges, taxes and levies) for business 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 1850 405 805

iv. you will be bound by Gas Networks Ireland Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points (if you are being supplied with gas under a Deemed Contract).

28. General

(a) The Supplier may amend, vary or add to these Conditions at any time. The Customer can view the most up to date Conditions on the Supplier's website.

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

(c) If the Supplier waives a breach of this Agreement by the Customer, that waiver shall not be considered to be or include a waiver of any subsequent breach by the Customer of the same provision.

(d) 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.

e) 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.