

# DCC ENERGY LIMITED (T/A FLOGAS) – DOMESTIC BULK (METERED) LPG TERMS AND CONDITIONS

## 1 INTERPRETATION

- 1.1. In these conditions (“**Conditions**”), “**We**”, “**Us**” or “**Our**” means DCC Energy Limited (t/a Flogas) (Company No. NI10293); “**You**” or “**Your**” means the customer being any person, firm or company that contracts with Us for the supply of Propane Gas (“**Propane**”) by Us to the customer; “**Contract**” means the contract between You and Us for the supply of Propane by Us; “**Exclusivity Period**” means the initial period of 2 years from the Commencement Date; “**LPG**” means Liquefied Petroleum Gas; “**Supply**” means the supply of Propane by Us to You; “**Switching Guidance Notes**” means Our guidance notes available on Our website at [www.flogasni.com](http://www.flogasni.com) which explain how You may switch Your supplier.
- 1.2. The provisions of the Domestic Bulk Liquefied Petroleum Gas Market Investigation (Metered Estates) Order dated 6 May 2009 (“**Order**”) are incorporated into the Contract and in the event of any inconsistency between the Order and the Contract, the provisions of the Order shall prevail.

## 2 THE CONTRACT

- 2.1. Unless there is a variation which is agreed in writing between You and Us, the Contract will be on these Conditions only, to the exclusion of any other terms and conditions (including any terms and conditions which You purport to apply under any purchase order, confirmation of order, specification or other document).
- 2.2. This Contract will commence on (i) the date You move into the relevant property and We confirm that We are able to Supply You at that property (the “**Supply Address**”) or (ii) the date You take responsibility for the Supply from a previous customer or occupier, or (iii) the date on which Supply becomes available following connection or re-connection to the Supply Address, whichever occurs first (the “**Commencement Date**”).
- 2.3. During the Exclusivity Period You agree and undertake not to enter into any agreement of any nature whatsoever with any other party excluding any connected or associated with Us (including any subsidiary, holding or other group company) for the supply of Propane.
- 2.4. If You intend to sell or move from the Supply Address, You shall give Us not less than one month’s prior written notice (“**Notice Period**”) of any sale or move and provide Us with the details of the new owner of the Supply Address. Should you fail to provide us with the details of the new owner or resident of the Supply Address, We reserve the right to immediately stop the Supply to the Supply Address at the end of the Notice Period.

## 3 MAINTENANCE AND RIGHT OF ACCESS

- 3.1. The service pipe, meter, controls and any other components installed or supplied by Us to enable Supply to You (“**Components**”), shall at all times remain Our property and You agree and undertake that under no circumstances whatsoever will any Components be removed, altered, tampered with or have anything applied to them without Our prior written consent.
- 3.2. We agree and undertake to maintain the Components in accordance with current UK and EU Regulations and relevant Codes of Practice that may be in force from time to time.
- 3.3. You shall notify Us of any defect in the Components as soon as it becomes apparent and allow Us, Our servants or agents access to such defective Components at any time for the purpose of inspecting, repairing, installing, maintaining or removing such Components.
- 3.4. At all times throughout the duration of this Contract We and any person authorised by Us to act on Our behalf, shall have the power to enter the Supply Address or surrounding property at any time where, in Our opinion or in the opinion of the person authorised to act on Our behalf, it is necessary to do so for the purpose of averting danger to life or property.
- 3.5. Any person authorised by Us, after giving seven clear days written notice to You or (where applicable) owner of or the agent of the Supply Address, may enter the Supply Address or surrounding property for the purpose of:
  - 3.5.1 placing a new pipe in the place of any existing pipe which has already been lawfully place; or
  - 3.5.2 repairing, maintaining or altering such existing pipe; or
  - 3.5.3 disconnecting the Supply.
- 3.6. You agree to allow Us, Our servants and agents reasonable access to the meter so that it can be read, inspected, repaired, replaced, maintained or installed.

## 4 CANCELLATION

- 4.1. You have the right to cancel this Contract within 14 days beginning on the Commencement Date (the “**Cancellation Period**”).
- 4.2. To cancel, You must tell us that You want to cancel, by completing and sending to us the Cancellation Form set out at Condition 4.5 below by post to DCC Energy Limited T/A Flogas, Airport Road West, Belfast Harbour Estate, Belfast, BT3 9ED, by email to [info@flogasni.com](mailto:info@flogasni.com) or by fax to 028 9073 2020. To meet the cancellation deadline set out at Condition 4.1 above, it is sufficient for You to send us the Cancellation Form before the Cancellation Period has expired.
- 4.3. If You cancel this Contract within the Cancellation Period, we will reimburse to You all payments received from You other than those set out in Condition 5 below.
- 4.4. We will make the reimbursement without undue delay and not later than 14 days after the day on which You notified us of the cancellation in accordance with Condition 4.2 above. Where we give You a reimbursement, we will use the same method of payment originally used by You to pay for the Supply (unless You agree otherwise); in any event, You will not incur any fees as a result of the reimbursement. If we are entitled to charge You for any Supply under Condition 5, we may either deduct any amount from the reimbursement we give to You or ask You to pay such amount to us.
- 4.5. Cancellation Form  
(Complete and return this form ONLY IF YOU WISH TO CANCEL THIS AGREEMENT)  
To: DCC Energy Limited T/A Flogas, Airport Road West, Sydenham, Belfast, Northern Ireland, BT3 9ED.

I hereby give notice that I wish to cancel this Agreement for the sale of the following goods: .....

Received on: .....

Name of customer: .....

Address of customer: .....

Signed: .....

Date:.....

## 5 COMMENCEMENT OF SUPPLY

- 5.1. We will not commence any Supply during the Cancellation Period unless You expressly request us to. You can make such a request either by telephone or in writing. We will ask when You want the Supply to begin if there is no existing supply. Where You take responsibility for the Supply from a previous customer or occupier, in the absence of any express communication from You, Your use of the Supply will be deemed to be Your confirmation that You wish to take the Supply in the Cancellation Period.
- 5.2. If You request us to commence Supply during the Cancellation Period and You subsequently want to cancel the Contract during the Cancellation Period, You acknowledge that we will be entitled to charge You for the Supply provided up to the point of cancellation. Our charges will be based on the prices set out in the Supply Agreement for the relevant element of the Services that we have performed but will include (without limit) the following (where applicable):
  - 5.2.1. any charges agreed for any surveys we have carried out;
  - 5.2.2. if we have installed a Tank, any installation charges;
  - 5.2.3. if You request for a meter to be removed then any removal charges incurred; and
  - 5.2.4. any LPG that You have used.

## 6 DURATION, PAYMENT AND PRICE

- 6.1. The supply of Propane to You shall commence on the Commencement Date and shall run for an initial period of two years from the Commencement Date (the “**Exclusivity Period**”). Following the end of the Exclusivity Period the Contract shall continue unless or until it is terminated by either party under the terms of the Contract. Please note that the period of the Contract as set out above is subject to any early termination of the Contract in accordance with its terms (as set out in Condition 9).

Please also note Your right to switch suppliers at the end of the Exclusivity Period (or otherwise on earlier termination of the Contract) as set out in Condition 7.
- 6.2. Where the cost of supplying the Propane increases due to:
  - 6.2.1 any underlying increase in the cost of Propane as evidenced by reference to the relevant Platts LPG price index for North West Europe (taking into account any relevant exchange rate issues);
  - 6.2.2 any increase in our direct transportation costs; and/or
  - 6.2.3 any increase (not related to Condition 6.2.1) in the cost to us of purchasing Propane from our suppliers,We retain the right to pass on such increases to You by increasing the price of Our Propane. We may increase (in a single step or a series of steps) the price of Propane for the reasons listed at Conditions 6.2.2 and 6.2.3 by no more than five pence per litre in any twelve month period. Please note that no such limit shall apply to any increase which reflects an increase in the underlying cost of Propane (as set out at Condition 6.2.1). For the avoidance of doubt, the maximum increase in the price of Propane (the “**Upper Annual Limit**”) in a given period is:
  - (a) the cost increase over the corresponding period due to Condition 6.2.1; plus
  - (b) the cost increase over the corresponding period due to Conditions 6.2.2 and/or 6.2.3 together,where (a) is an unlimited increase and (b) shall be limited to a maximum of five pence per litre in any 12 month period.
- 6.3. We will notify You in writing regarding any proposed increase. If Our prices are increasing due to an increase in the underlying indexed price of Propane as set out in Condition 6.2.1 then We will provide You with details of the relevant Platts index pricing in effect as at the date of the notice and as at the date of Our last price increase.
- 6.4. If We have sought to increase the price of Propane supplied to You at a rate higher than the Upper Annual Limit then You may, within two weeks of receiving notice of the price increase, terminate the Contract by giving Us not less than forty two days’ notice in writing (during which time the original pricing shall apply).
- 6.5. When invoicing You, we may estimate Your consumption of Propane (if an actual meter reading has not been taken) and We will indicate on any invoices where an estimate has been made. If Your actual meter reading differs from this estimation, We may choose to accept that meter reading (regardless of whether such reading is greater or less than Our estimate) if You notify Us promptly.
- 6.6. If for whatever reason Your meter fails to record Your Propane consumption for a particular period, We may estimate Your usage for that period based on Your actual usage of Propane before and (if appropriate) after such period.
- 6.7. Please note that there is standing charge which applies in respect of the costs We incur from having in place the infrastructure necessary to provide ongoing support and assistance to You in relation to any issue which may arise in relation to maintaining the Components during the term of the Contract. Please further note that this standing charge is subject to increases in the costs We incur in relation to Our support services (provided always that such increases to the standing charge shall in any event be no greater than any equivalent increase in the retail prices index during the relevant period since the last increase to the standing charge).
- 6.8. You must pay a deposit to Us as notified to You prior to Your entering into the Contract. This deposit will be returned to You promptly following the expiry or termination of the Contract (provided that at that time there are no sums owed to Us by You, if there are then We will return the balance to You (if any)).
- 6.9. You will pay for the Supply and any standing charges within fourteen days of the date of invoice or by such installment payment method as may be separately agreed by Us in writing.
- 6.10. In respect of customers paying by Direct Debit Mandate, the credit limit applying to such customers equates to an amount equal to five times the fixed monthly amount paid by such customer in accordance with their Direct Debit Mandate. We may set and vary credit limits from time to time. We reserve the right to withhold all Services supplied to you should you exceed your credit limit.
- 6.11. You must pay Our invoices in full in pounds sterling.
- 6.12. All charges and invoice amounts will be subject to the appropriate rate of VAT from time to time.

- 6.13 Subject to Condition 6.16, You must pay all sums properly due and payable under the Contract promptly. We will give You a receipt for payment if You ask for one. Payment will only be deemed to have been received by Us when We have received cleared funds.
- 6.14 If You fail to pay Us on the due date We may charge You interest (both before and after judgement) on the amount unpaid at 4% above the base rate from time to time of the Bank of England per annum and also recover from You any reasonable administrative and legal costs incurred by Us in recovering overdue amounts from You.
- 6.15 We reserve the right to charge for any disconnection and/or re-connection resulting from non-payment of your account. The charges which we may charge in respect of a disconnection will be no greater than £200 and for re-connection will also be no greater than £200.
- 6.16 You must pay Us all money which You owe Us under the Contract when the Contract is terminated for any reason, provided always that We acknowledge that You have a right to withhold monies to us where You have a genuine dispute with Us under the Contract and we will not charge interest in respect of overdue payments withheld pursuant to any such dispute.
- 6.17 We reserve the right to carry out credit searches on You as appropriate with one or more licensed credit reference agencies and they will retain a copy of the search.
- 6.18 We reserve the right to amend these credit terms without prior notice.

## 7. SWITCHING

- 7.1. The Competition Commission made an Order with the intention of making it easier for customers to switch suppliers. Under the Order if You choose to move to another supplier then you will need to get agreement from all the customers at this metered estate site to agree to switching supplier at which point the tank farm will be sold to the incoming supplier together with associated equipment and assets, following which they will take over responsibility for maintenance and Propane supply to You.
- 7.2 We are committed to acting in compliance with the Order and so We will take such steps as are required to assist You should You want to move to another supplier of Propane, which You are entitled to do by giving Us notice in writing of termination in accordance with Condition 9.
- 7.3 Details of alternative providers of Propane may be found at [www.uklpg.org](http://www.uklpg.org), the website of the UK LPG trade association.
- 7.4 Under the terms of the Order we are obligated (save where We have terminated the Contract due to a serious breach by You) to continue to supply you with Propane and ensure you are not left without any Propane and, therefore please note you will continue to be responsible for payment of all Propane which we have supplied in accordance with the terms of the Contract even if you terminate the Contract.
- 7.5. A copy of Our Guidance Notes have been sent to You as part of Your Welcome Pack and they are, in any event, available on Our website at [www.flogasni.com](http://www.flogasni.com).

## 8. LIABILITY

- 8.1. We shall have no liability:
- 8.1.1 for defects in Components to the extent the defect has been caused or contributed to by You this includes You failing to follow Our reasonable instructions;
- 8.1.2 unless You give us a reasonable opportunity to remedy any matter for which We are liable before You incur any costs and/or expenses in remedying the matter itself;
- 8.1.3 for the Components (except to the extent that the same are damaged as a result of Our negligence);
- 8.1.4 for any damage which occurs as a result of persons performing any services on Your behalf following Your instructions, guidance and/or advice except to the extent that such damage results from Our negligence;
- 8.1.5 for any failure to deliver Propane where it is, in our reasonable opinion, unsafe for us to do so;
- 8.1.6 for damage, loss, liability, claims, costs or expenses solely caused or contributed to by Your continued use of a meter after a defect has become reasonably apparent to You or reasonably suspected by You or should have been suspected by You except to the extent that any defect was due to Our fault; and/or
- 8.1.7 unless You provide us with written evidence of any claims together with written details of how the loss was caused by us.
- 8.2 We shall only be liable to You:
- 8.2.1 for losses that were foreseeable to both parties when the Contract commenced to the extent that these losses result from Our negligence; and
- 8.2.2 for losses that are caused as a result of Our negligence, or a breach of contract or breach of statutory duty by us.
- 8.3 Nothing in the Contract shall exclude or limit Our liability for death or personal injury due to Our negligence, breach of duty or breach of contract.
- 8.4 As a consumer, You have certain statutory rights regarding the supply of defective goods or equipment and claims in respect of losses caused by Our negligence or failure by us to carry out any of Our obligations under the Contract. Nothing contained in the Contract shall affect Your statutory rights. Statutory rights are rights given to You as a consumer by the law in respect of claims/losses arising from the supply of goods and services where the supplier has been negligent or fails to carry out its obligations as agreed with You.

## 9. TERMINATION

- 9.1 On the ending of the Contract for whatever reason You must pay to Us in accordance with the payment terms set out in Condition 6 all monies which are properly due and payable to Us under the Contract and on any account of whatever nature (subject always to the provisions of Condition 6.16 where there is a genuine dispute between us).

### Termination by either party on or after expiration of the Exclusivity Period (or due to an event of Force Majeure)

- 9.2. Either We or You may terminate the Contract by giving the other not less than forty two days' prior notice in writing to expire no sooner than the end of the Exclusivity Period.
- 9.3 Under Condition 8, either We or You may terminate the Contract by giving the other not less than forty two days' prior notice in writing if a Force Majeure event continues for a continuous period in excess of thirty days.

### Termination by Us for Your default

- 9.4. Without prejudice to any other rights or remedies which We may have, We may terminate the Contract without liability to You immediately on giving notice if You:

- 9.4.1 commit a material breach of any of the terms of the Contract (including any obligation to pay under Condition 6) and (if such a breach is remediable) fail to remedy that breach within thirty days of being notified in writing of the breach;
- 9.4.2 provide materially inaccurate or misleading facts or information in connection with the Contract;
- 9.4.3 appear reasonably to us due to your credit rating to be financially inadequate to meet your obligations under the Contract; and/or
- 9.4.4 are about to (or we reasonably believe that you are about to) do any of the above actions or omissions or suffer any of the above events.

### Termination by You at any time

- 9.5 If We commit a material breach of the Contract which We fail to remedy within thirty days, or which is incapable of remedy, then You shall be entitled to terminate the Contract by giving Us notice in writing (with either immediate effect or with up to forty two days' notice, at your discretion). If You terminate the Contract under this Condition with immediate effect (or during the forty two day notice period as appropriate) then We will use Our best efforts to arrange an ongoing supply of Propane to You under the terms of the Contract for a period of forty two days or (if sooner) a new supplier takes over Your supply.
- 9.6 Under Condition 6.4, if We have sought to increase the price of Propane supplied to You at a rate higher than the Upper Annual Limit then You may terminate the Contract by giving Us not less than forty two days' notice in writing.

## 10. FORCE MAJEURE

We shall not be liable to You for any delay in the performance of Our obligations under the Contract if We are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control including, without limitation, act of God, government actions, war riot, hostilities (whether war be declared or not), armed conflict, terrorist attack, terrorist activity, nuclear, chemical or biological contamination, sonic boom, civil commotion, invasion, revolution, malicious damage, compliance with any law or governmental order, rule, regulation or direction, power failure, breakdown of plant or machinery, fire, flood, storm, disease, epidemic, default of suppliers or subcontractors, difficulties or increased expense in obtaining raw materials, labour, fuel, parts of machinery, or import or export regulations or embargoes. During the terms of any such event, the provisions of Condition 2.3 shall not apply. If the event in question continues for a continuous period in excess of thirty days either We or You shall be entitled to give each other forty two days' written notice to end the Contract.

## 11. GENERAL

- 11.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and where such notice is being given to Us it must be marked for the attention of "DCH Manager" and any notice to either party may be delivered personally or by fax, first class recorded delivery post or first class air mail letter. A notice shall be deemed to have been served (if personally delivered) at the time of delivery or (if sent by first class recorded delivery post) 48 hours after posting.
- 11.2. You cannot assign, transfer, charge or deal in any other manner with the Contract or any of Your rights under it, nor purport to do any of the same, nor subcontract any or all of Your obligations under the Contract without having obtained Our prior written consent.
- 11.3. We shall be entitled to assign Our rights under the Contract and sub contract any or all of Our obligations under the Contract to any third party.
- 11.4. When We are a member of a group of companies We may perform any of Our obligations or exercise any of Our rights under the Contract by ourselves or through any other member of Our group, provided that any act or omission of any such other member shall be deemed to be Our act or omission.
- 11.5. Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 11.6. No waiver by Us of any breach by You of the Contract shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.7. No failure by Us to exercise nor Our delay in exercising any right or remedy under the Contract shall constitute a waiver of that right or remedy.
- 11.8. If any of these Conditions is, or at any stage in the future becomes invalid, illegal or cannot be enforced in law, it will not affect the other terms which will stay in force.
- 11.9. The Contract is governed by the laws of Northern Ireland.

## 12. DATA PROTECTION / USE OF INFORMATION

- 12.1 As a normal part of supplying you with LPG, Flogas inevitably holds some of Your personal data such as Your name, address, telephone number, gas meter readings, invoices issued to you, payments received from you and telephone recordings. This condition clearly describes how we process that personal data, how we respect your privacy, and how You may exercise your right to receive a copy of that personal data. At all times, we treat your personal data in compliance with the relevant Data Protection and ePrivacy Laws and Regulations.
- 12.2 Information You provide or that We hold about You may be used by Us in connection with:
- (a) Contractual purposes for Us to identify You when You make enquiries or to contact You through mail, telephone or other electronic means about your account;
- (b) For Our legitimate interests in undertaking market research and analysis or for demonstrating and testing computer systems;
- (c) For statutory purposes to comply with legal obligations to help Us prevent and detect crime, fraud, money-laundering or loss; and
- (d) For Our legitimate interests in marketing about our services and products that you have purchased from Us and/or which may be of interest to You; and
- (e) For Our legitimate interests in marketing about services and products in which we think you would be interested but only from other members of the DCC group who observe the same high levels of data protection as We do.

Information You provide or that We hold about You may be used by Us in connection with contractual purposes:

- (a) To help administer any accounts, services and products provided by Us to You now or in the future;

(b) To recover outstanding amounts and make reimbursements to You.

Information You provide or that We hold about You may be used by Us in connection with legal obligations:

(a) to help prevent and detect crime;

(b) to ensure the health and safety of You and any other stakeholders affected by our operations.

- 12.3 We may monitor or record telephone calls for security purposes or to monitor or improve Our customer standards of service or to help prevent or detect fraud.
- 12.4 We may obtain searches about You from credit reference agencies. We and/or that credit reference agency may retain a record of any credit checks and details of Your account and such details may be passed to other organisations, including debt collection agencies, to allow Us and/or them to access further applications by You or for Our or their debt tracing, debt collection and fraud prevention purposes. This includes tracing those who have moved and are in default.
- 12.5 Where applicable, it is in our legitimate interest to obtain information from Your previous supplier that will enable Us to take over Your supply safely and efficiently.
- 12.6 Where applicable, It is in our legitimate interest to contact Your current or former landlord, tenant or letting agent for the purposes of establishing dates of occupation and Energy usage.
- 12.7 In circumstances where You have provided false or inaccurate data and fraud is suspected, We may provide Your data to appropriate credit reference and fraud prevention agencies and law enforcement agencies including the Police and Revenue.
- 12.8 We may from time to time contact You in writing and/or by phone, email, SMS or social media with safety and marketing information (strictly related to supply of products and services of Flogas or other members of the DCC PLC who operate to the same data protection standards as Us). The marketing material may be with Your Invoices, with letters to You from Us or just on its own. Such contact may be by third party agencies carefully selected by Us who work for us. Any contact will be in accordance with the relevant Data Protection and ePrivacy Laws and Regulations. If at any stage You do not wish to receive marketing information from Us, You can opt out by contacting Us on 028-9073-2611 or emailing Us at [info@flogasni.com](mailto:info@flogasni.com) or sending a letter to the address stated in 12.10. More details about how we look after Your data and Our marketing approach are available in Our privacy policy at <https://www.flogasni.com/privacy>
- 12.9 We must keep Your data accurate, up to date and safe at all times and You have the right to have Your data corrected. You also have the right to be forgotten so should You no longer be Our customer and We no longer require to hold Your personal data on file. In this instance We can delete or anonymise Your data so You are no longer identifiable on Our systems.
- 12.10 If You wish to obtain a copy of the data held about You on Our systems please contact Us by phone, email or post at Flogas, Airport Road West, Sydenham, Belfast, BT3 9ED and We will issue You with Your data free of charge.
- 12.11 Should you be dissatisfied with Our responses, You may contact the Information Commissioner. Contact details for the Information Commissioner, as well as information on the relevant Data Protection Acts, may be found at the Information Commissioner's web site [www.ico.org.uk](http://www.ico.org.uk)

More details about Our approach to data protection are at <https://www.flogasni.com/privacy>