

DCC ENERGY LIMITED (T/A FLOGAS) ("WE /US/OUR") TERMS AND CONDITIONS FOR SUPPLY OF DOMESTIC BULK LPG

1 INTERPRETATION

1.1 In the Agreement the following words have the following meanings: "**Agreement**" means the specific terms agreed with us as stated overleaf in the Supply Agreement and these Conditions and the Guidance Notes; "**Commencement Date**" means the date agreed for the Tank to be transferred to us where there is a Tank which is to transfer to us or, if no Tank is being transferred to us, the date of our first supply of LPG to you, whichever is the earlier; "**Conditions**" means these terms and conditions; "**Exclusivity Period**" means the initial period of two years from the Commencement Date; "**Fittings**" means any items specified in the Supply Agreement (excluding the Pipes) including without limitation the tank control valves, whether above or below ground level and which form part of the overall gas supply; "**Guidance Notes**" means any instructions, recommendations, and/or guidance notes we provide to you with regard to the installation and maintenance of the Tank; "**Installation**" means the Tank, Fittings and the Pipes installed at the Site; "**LPG**" means the liquefied petroleum gas supplied and/or sold to you by us; "**Order**" means the Domestic Bulk Liquefied Petroleum Gas Market Investigation Order dated 13th October 2008; "**Pipes**" means the pipes, valves & regulators including the emergency control valve which form part of the overall gas supply located between the Tank and the building(s); "**Services**" means the services to be performed by us for you in respect of the Tank, Fittings and Pipes including without limitation any surveys or site visits conducted, delivery, unloading, installation, inspection, repair, maintenance, improvement, upgrading, draining and/or removal; "**Site**" means the land upon which the Installation is situated or is to be situated as specified in the Supply Agreement; "**Supply Agreement**" means the document signed by the parties, containing the individual terms of the Agreement; "**Supply Agreement Date**" means the date on which we accept your Agreement including your signed Supply Agreement; "**Tank**" means the storage container(s) supplied and installed by us; "**Year**" means each twelve month period from the Commencement Date and each subsequent consecutive period of twelve months during the period of the Agreement.

2 BASIS OF AGREEMENT

2.1 The Agreement supersedes all previous written agreements between you and us in respect of the Site.

2.2 Subject to the terms of the Order the details set out overleaf in the Supply Agreement contain the individual terms agreed with us for the provision of the LPG and any other specific terms agreed between you and us and we intend to rely on the terms overleaf and these Conditions. Therefore, if you require any changes to be made, these must be confirmed in writing to avoid any confusion.

2.3 Subject to the terms of the Order and except where clause 14.5 applies, you agree for the duration of the Agreement:

2.3.1 not to purchase any liquefied petroleum gas for delivery to the Site from any other person without our prior written consent; and

2.3.2 to only permit LPG purchased from us to be stored in the Tank; and

2.3.3 that you shall only use the LPG supplied under the Agreement for your own use and shall not resell or otherwise deal or dispose of it to any third party without our prior written consent.

2.4 The Pipes installed at the Site remain your property and responsibility at all times.

2.5 The Guidance Notes contain important health and safety information regarding the installation and ongoing use of your Tank and you must read (and act in accordance with) the information provided, in particular the necessity for you to obtain planning permission and other consents, prior to us installing the Tank at the Site. Please note that we want our customers to be safe and so we may, from time to time, update the Guidance Notes to reflect current best practice. The latest version of the Guidance Notes is always available at our website (www.flogasni.com) and if we introduce any material changes to the Guidance Notes then we will highlight those changes to you in writing (which may include, specifying the relevant changes on your delivery ticket or invoice) or issue you with an updated copy of the Guidance Notes as appropriate.

2.6 Please also note that we will act reasonably throughout the period of the Agreement in particular in relation to any rights we may have against you and any potential charges or costs that we may be entitled to recover from you. We will always provide you with an explanation of how costs and charges have been incurred and will give you an opportunity to make your representations and withhold monies from us if there is a genuine dispute.

3 FORMATION AND DURATION OF AGREEMENT

3.1 The Agreement shall be formed between you and us on the Supply Agreement Date.

3.2 The supply of LPG to you shall commence on the Commencement Date. The Agreement shall run for an initial period of two years from the Supply Agreement Date (the "**Exclusivity Period**"). Following the end of the Exclusivity Period the Agreement shall continue unless or until it is terminated by either party under the terms of the Agreement. Please note that the period of the Agreement as set out above is subject to any early termination of the Agreement in accordance with its terms (as set out in clause 4 and clause 11).

3.3 Please also note your right to switch suppliers at the end of the Exclusivity Period (or otherwise on earlier termination of the Agreement) as set out in clause 11.

4 INSTRUCTIONS FOR CANCELLATION

4.1 Right to Cancel

4.1.1 You have the right to cancel this Agreement either prior to the Commencement Date or within 14 days beginning on the Supply Agreement Date whichever may be the later without giving any reason (the "**Cancellation Period**").

4.1.2 To exercise the right to cancel, you must inform us i.e. DCC Energy Limited T/A Flogas, Airport Road West, Sydenham, Belfast, BT3 9ED, email: info@flogasni.com, telephone: 028 9073 2611, fax: 028 90732020 of your decision to cancel this Agreement by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may also use the Cancellation Form set out in clause 4.3 below but it is not obligatory.

4.1.3 You can also electronically fill in and submit the model Cancellation Form or any other unequivocal statement on our website, www.flogasni.com/cancellation form. If you use this option, we will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.

4.1.4 To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

4.2 Effects of Cancellation

4.2.1 If you cancel this Agreement within the Cancellation Period, we will reimburse to you all payments received from you other than those set out in clause 5.2 below.

4.2.2 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. Where we give you a reimbursement, we will use the same method of payment originally used by you to pay for the Services (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 Services under clause 5.2, we may either deduct any amount from the reimbursement we give to you or ask you to pay such amount to us.

4.3 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 EARLY COMMENCEMENT OF SERVICES

5.1. We will not commence any Services during the Cancellation Period unless you expressly request us to. You can make a request either by telephone or in writing (see clause 15 for our contact details) and we will confirm any such requests in writing to you explaining in detail all costs that you might incur.

5.2. If you request us to commence Services during the Cancellation Period and you subsequently want to cancel the Agreement during the Cancellation Period, you acknowledge that we will be entitled to charge you for the Services 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 at the Site, and you are not switching supplier by Tank transfer or a new installation, you must pay us £120 for above ground Tank removal and £1000 for below ground Tank removal. In these cases, we will collect the Tank (and you must make it available to us for collection) upon reasonable notice; and

5.2.3. any LPG that you have used.

6 DELIVERY AND CONSUMPTION OF LPG

6.1. We shall not be required to deliver LPG where access to a Tank has changed so that in our reasonable opinion it is no longer sufficient and/or safe to do so.

6.2. If, in our reasonable opinion, we are prevented from delivering LPG for any reason, we may at our option supply LPG by an alternative means or cancel the Agreement by giving you forty two days' written notice.

6.3. If, pursuant to clause 6.2 we deliver LPG by an alternative means for more than two months, you may cancel the Agreement upon giving us forty two days' written notice.

6.4. Subject to the terms of the Order, if the Agreement is cancelled by either of us (other than in accordance with clause 4) you shall pay us the cost of all LPG used by you up to the date of removal of the Tank and the Fittings from the Site.

6.5. If you require additional deliveries of LPG, then subject to our normal delivery schedule, we shall try within reason to deliver within two working days of our receipt of your order. You may be liable to an additional delivery charge if you request delivery of an order outside our normal delivery schedule but we will notify you and explain the costs in advance.

6.6. All LPG delivered under the Agreement shall be measured by us at the time of delivery through a calibrated meter and the amount measured by the meter shall be recorded on the delivery note. Whether or not you are present at the time of delivery and/or sign the delivery note, the amount of LPG delivered shall be deemed to be that recorded in the delivery note unless the delivery note contains an obvious and material error in respect of the quantity of LPG delivered, in which case you must notify us in writing and we will investigate the matter.

6.7. Dates for delivery and/or performance are estimates only and are not guaranteed. We shall not be liable for any delay caused by events outside of our reasonable control.

7 PAYMENT

7.1. You shall pay any and all sums due and on the dates set out in the Supply Agreement, subject to any reduction provided to any customer who pays by means of Direct Debit Mandate.

7.2. If we have not requested payment in advance of delivery, you shall pay any monies owing for LPG fourteen days from delivery by direct debit or other method as agreed in the Supply Agreement.

7.3. Subject to clause 7.8, you shall make all payments due to us on time and in accordance with the Agreement. Payment shall not be deemed to be made until we have received either cash or cleared funds in respect of the full amount outstanding.

7.4. We reserve the right to ask for payment in advance.

7.5. 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.

7.6. All charges and invoice amounts will be subject to the appropriate rate of VAT from time to time and the total amount shown to be due on each invoice will be inclusive of VAT.

7.7. If you fail to pay us on the due date we may charge you interest (both before and after judgment) 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.

7.8. We acknowledge that you have a right to withhold monies to us where you have a genuine dispute against us in relation to the LPG and/or Services and we will not charge interest in respect of overdue payments in genuine dispute.

8 INCREASES IN CHARGES

8.1. 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 issues which may arise in relation to Tank maintenance during the term of the Agreement. This standing charge will be set out in the Supply Agreement. Please further note that this standing charge may increase if our costs in relation to providing support services increases (provided always that such increases 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 charges).

8.2. Where the cost of supplying the LPG increases due to:

8.2.1. any underlying increase in the cost of LPG as evidenced by reference to the relevant Platts LPG price index for North West Europe (taking into account any relevant exchange rate issues);

8.2.2. any increase in our direct transportation costs; and/or

8.2.3. any increase (not related to clause 8.2.1) in the cost to us of purchasing LPG from our suppliers, we retain the right to pass on such increases to you by increasing the price of our LPG.

We may increase (in a single step or a series of steps) the price of LPG for the reasons listed at clauses 8.2.2 and 8.2.3 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 LPG (as set out at clause 8.2.1).

For the avoidance of doubt, the maximum increase in the price of LPG (the "**Upper Annual Limit**") in a given period is:

(a) the cost increase over the corresponding period due to clause 8.2.1; plus

(b) the cost increase over the corresponding period due to clauses 8.2.2 and/or 8.2.3 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.

8.3. 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 LPG as set out in clause 8.2.1 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.

8.4. If we have sought to increase the price of LPG 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 Agreement by giving us not less than forty two days' notice in writing (during which time the original pricing shall apply).

9 RISK, TITLE AND INSURANCE

9.1. You will be liable for any damage to people or property as a result of the operation of the Installation at the Site and the storage of LPG in the Tank. Subject to clause 10, we will only remain liable for breaching our obligations or for our negligent acts and omissions in providing the Services and in delivering LPG to you.

9.2. You will be responsible for the safekeeping of the Installation whilst in your possession. You must always refer to the Guidance Notes or contact us for the safekeeping and maintenance of the Installation and Site.

9.3. You must at all times respect our ownership of the Tank and Fittings supplied under the Agreement which at all times will remain our property irrespective of whether ownership of the Site has been transferred.

9.4. We shall retain title and ownership of the LPG in the Tank until we have received payment in full in cash or cleared funds of all sums due and/or owing for all LPG and/or Services supplied to you under the Agreement.

10 SWITCHING SUPPLIER

10.1. 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 it can offer to purchase the Tank from us following which they will take over responsibility for LPG supply and maintenance. If they choose not to purchase the Tank then they will need to supply their own and we will remove your existing Tank in accordance with clause 11.8 (without any charge to you assuming that the Tank is one which we own).

10.2. 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 LPG, which you are entitled to do by giving us notice in writing of termination in accordance with clause 4 or clause 11.

10.3. Please refer to the Guidance Notes in relation to alternative providers of liquefied petroleum gas (details may also be found at www.uklpg.org, the website of the LPG trade association) together with details of the procedures, dates and requirements for the transfer of ownership of (and responsibility for) the Tank to a new supplier.

10.4. Under the terms of the Order we are obligated (save where we have terminated the Agreement due to a serious breach by you) to continue to supply you with LPG and ensure you are not left without any LPG and, therefore please note you will continue to be responsible for payment of all LPG which we have supplied in accordance with the terms of the Agreement, even if you terminate the Agreement.

11 DEFAULT AND TERMINATION

11.1. On the ending of the Agreement for whatever reason you must pay to us in accordance with the payment terms set out in clause 7 all monies which are properly due and payable to us under the Agreement and on any account of whatever nature (subject always to the provisions of clause 7.8 where there is a genuine dispute between us).

Termination by us for convenience

11.2. We may terminate the Agreement at any time by giving you not less than forty two days' prior notice in writing.

Termination by us for your default

11.3. Without prejudice to any other rights or remedies which we may have, we may terminate the Agreement without liability to you immediately on giving notice if you:

11.3.1. fail to make any payment to us when due then (without prejudice to your obligation to pay any outstanding sums) we will write to you detailing the payments due to us and if you then fail to make the required payments within thirty days of the date of that notice;

11.3.2. commit a material breach of any of the terms of the Agreement and, where the breach is capable of remedy, have not remedied the breach within thirty days of receiving notice requiring the breach to be remedied;

11.3.3. provide materially inaccurate or misleading facts or information in connection with the Agreement;

11.3.4. pledge or charge the Tank and Fittings and/or any LPG owned by us;

11.3.5. appear reasonably to us due to your credit rating to be financially inadequate to meet your obligations under the Agreement; and/or

11.3.6. 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.

11.4. As noted in clause 2.5, it is important (both for your safety and the safety of our staff) that you comply with the information set out in the Guidance Notes. If you fail to act in accordance with the Guidance Notes and we (acting reasonably) believe that such failures represent a health and safety hazard then we may suspend further deliveries of LPG unless or until the relevant issues have been resolved to our reasonable satisfaction.

Termination by you on or after expiration of the Exclusivity Period

11.5. You may terminate the Agreement by giving us not less than forty two days' prior notice in writing to expire no sooner than the end of the Exclusivity Period.

Termination by you at any time

11.6. Under clause 8.2, if we have sought to increase the price of LPG supplied to you at a rate higher than the Upper Annual Limit then you may terminate the Agreement by giving us not less than forty two days' notice in writing (during which time the original pricing shall apply).

11.7. If we commit a material breach of the Agreement which we fail to remedy within thirty days, or which is incapable of remedy, then you shall be entitled to terminate the Agreement 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 Agreement under this clause 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 LPG to you under the terms of the Agreement for a period of forty two days or (if sooner) a new supplier takes over your supply.

Collection of the Tank

11.8. Unless we have agreed to transfer the Tank to a new supplier upon the terms of the Order we may collect the Tank (and you must make it available to us and provide access to the Tank at the Site and permit all works necessary by us or our agents to remove the Tank from the Site) upon reasonable notice, regardless of whether there is any LPG remaining in the Tank or not. If any works are required to make the Tank available to us or our agents, such works may be carried out by you provided that should you cause any damage to the Tank you shall indemnify us in respect of any damage caused to the Tank. Please note that unless termination is as a result of: (i) switching supplier either by tank transfer or a new installation or (ii) you terminating the Agreement for our material breach under clause 11.7, the following charges will apply: £120 for above ground Tank removal and £1,000 for below ground Tank removal, which will be payable by you to us. Please note that this clause 11.8 shall survive termination of the Agreement.

11.9. If your Tank contains LPG (which is in a saleable condition) at the time we collect it (other than if you cancel the Agreement in accordance with clause 4) then we will buy back that LPG from you for a sum determined by reference to the volume of LPG in your Tank applying fifty per cent (50%) of our then current price per litre. The sums due to you shall be applied in the first instance against the charges due in respect of the lifting of the Tank with any balance being paid directly to you within thirty days of the Tank being lifted.

12. LIMITATIONS OF LIABILITY (YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE)

12.1. We shall have no liability:

12.1.1. for defects in the Tank and Fittings and/or Services to the extent the defect has been caused or contributed to by you this includes you failing to follow the Guidance Notes and/or our reasonable instructions;

12.1.2. 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;

12.1.3. for the Pipes (except to the extent that the Pipes are damaged as a result of our negligence);

12.1.4. to reinstatement of the Site upon removal of the Tank to the condition the Site was in before the Tank was installed;

12.1.5. for any damage which occurs as a result of persons performing the Services following your instructions, guidance and/or advice except to the extent that such damage results from our negligence;

12.1.6. for any damage to your property including without limitation damage to the Site, grounds at the Site, man-hole covers, drives, paths, walls, bridges, flags, plants and/or garden ornaments during delivery, installation and/or removal of the Tank and/or LPG unless such damage is caused by our negligence;

12.1.7. for any failure to deliver LPG if you fail to provide sufficient, safe and suitable vehicular access to the Tank for our tankers;

12.1.8. for damage, loss, liability, claims, costs or expenses solely caused or contributed to by your continued use of a defective Tank and/or Fittings and/or Services 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

12.1.9. unless you provide us with written evidence of any claims together with written details of how the loss was caused by us.

12.2. We shall only be liable to you:

12.2.1. for losses that were foreseeable to both parties when the Agreement commenced to the extent that these losses result from our negligence; and

12.2.2. for losses that are caused as a result of our negligence, or a breach of contract or breach of statutory duty by us.

12.3. Nothing in the Agreement shall exclude or limit our liability for death or personal injury due to our negligence, breach of duty or breach of contract.

12.4. We are under a legal obligation to deliver the Tank in conformity with this Agreement. 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 Agreement. Nothing contained in the Agreement 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.

13. GENERAL

13.1. If you breach the Agreement, are negligent in any way and/or commit any breach of statutory duty, we will have the right to claim damages for our losses from you (including our reasonable legal and other costs in enforcing our rights).

13.2. No waiver by us of any breach of the Agreement shall be a waiver of any subsequent breach of the same provision or any other provision.

13.3. 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 the Agreement and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.

13.4. We shall not be liable to you for any delay in performance of the Agreement to the extent that such delay is due to any events outside our reasonable control including but not limited to acts of God, war, flood, fire, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events, and labour disputes, strikes and lockouts which are outside of its reasonable control ("Force Majeure Event").

13.5. Notwithstanding clause 2.3.1, if we are unable to deliver LPG because of a Force Majeure Event, you shall be permitted to purchase liquefied petroleum gas from another source until such time as the Force Majeure Event has, to our satisfaction ceased or until the Agreement is terminated by either party in accordance with clause 10.

13.6. Unless otherwise provided within the Agreement, any notices given under the Agreement shall be in writing and delivered to the addresses on the Supply Agreement and marked for your attention or the attention of our Customer Services Manager.

13.7. All third party rights are excluded and no third party shall have any right to enforce the Agreement. This shall not apply to members of our group.

13.8. The agreement is governed by the laws of Northern Ireland.

13.9. 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.

14. DATA PROTECTION TERMS & CONDITIONS

14.1. 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.

14.2. 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 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.
- 14.8 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 or sending a letter to the address stated in 14.10. 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>
- 14.9 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.
- 14.10 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.
- 14.11 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
More details about Our approach to data protection are at <https://www.flogasni.com/privacy>

15. CONTACT DETAILS

- 15.1. If you have any questions or complaints, please contact our Customer Services team on 028 9073 2611 between the hours of 9.00am and 5.00pm.

Alternatively, please write to us at:

Flogas, Airport Road West, Belfast Harbour Estate, BELFAST BT3 9ED

Or, you can email us at info@flogasni.com or send a fax to 028 9073 2020

16. ABOUT US

We are DCC Energy Ltd T/a Flogas. We are a private limited company incorporated in NI (company number: 10293). Our registered address: Airport Road West, Belfast Harbour Estate, BELFAST, BT3 9ED. DCC Energy Ltd is part of the Flogas Group.