

EUC3/DM AGREEMENT FORM

Please return to:

Flogas Natural Gas Limited, Airport Road West,
Sydenham, Belfast BT3 9ED, Northern Ireland.

T: 028 9073 0277 F: 028 9073 2020 E: natgas@flogasni.com www.flogasni.com



TO BE COMPLETED BY THE CUSTOMER *(Block Capitals Please)*

LEGAL ENTITY:
TRADING AS:
CUSTOMER ADDRESS <i>(Premises being supplied)</i> : _____ _____ _____
METER POSTCODE: _____

IF YOU ARE A SOLE TRADER OR IF YOU WANT YOUR BILL SENT TO A DIFFERENT ADDRESS, PLEASE DETAIL:

NAME:
ADDRESS: _____ _____ _____

SMP METER TYPE: FIRM INTERRUPTABLE CHP

CUSTOMER GIVING READINGS: YES NO

MOBILE: FOR METER READINGS _____

MOBILE: _____

LEGAL ENTITY: COMPANY SOLE TRADER OTHER

VAT EXEMPT: YES NO

CLIMATE CHANGE EXEMPT: YES NO

PRIORITY CUSTOMER: YES NO

IF YES, DETAILS: _____

eg Hospitals, Nursing homes, etc

BUSINESS TYPE:
CHARITY NUMBER: <i>(if applicable)</i>
COMPANIES HOUSE NO:
TELEPHONE NO:
MOBILE NO:
EMAIL:

eBILLING PAPER BILLING

EMAIL: _____

DO YOU OWN THE SUPPLY PREMISES: YES <input type="checkbox"/> NO <input type="checkbox"/>
DURATION AT PREMISES: YEAR _____ MONTH _____
TERMS OF LEASE _____
IF LEASE HOLDER, NAME OF LANDLORD/AGENT _____
CONTACT NO. OF LANDLORD/AGENT _____

ACTUAL REQUIREMENT: *(Please tick)*

FIT METER <input type="checkbox"/> CHANGE OF OCCUPANCY <input type="checkbox"/>										
TURN ON METER <input type="checkbox"/> CHANGE OF SUPPLIER <input type="checkbox"/>										
SUPPLY METER POINT (SMP) <i>(You will find this on your bill)</i>										
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METER NO:

24 HOUR EMERGENCY CUSTOMER CONTACT DETAILS

NAME:
POSITION:
TEL:

SIGNED ON BEHALF OF THE CUSTOMER

I confirm that I am authorised to act on behalf of the customer in this matter and request that Flogas Natural Gas supply natural gas to the customer at the gas point(s) as set out in this agreement. The Customer hereby accepts the supply of natural gas by Flogas Natural Gas Limited subject to the terms and conditions set out overleaf or at www.flogasni.com/naturalgas and on the current rate card.

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NAME: <i>(Block Capitals)</i>
POSITION HELD AT COMPANY:
DATE:
AGENT NAME & ID:
DATE:

TO BE COMPLETED BY FLOGAS NATURAL GAS

CAPACITY: _____ kWh
ESTIMATED ANNUAL CONSUMPTION : _____ kWh
EFFECTIVE DATE: _____ % DISCOUNT APPLIED: _____
GAS METER READING: _____ DATE: _____

CONTRACT PRICING OPTION

FIXED RATE VARIABLE RATE TERM LENGTH _____

Customers will incur pass through charges including transportation and distribution capacity and commodity charges.

SIGNED ON BEHALF OF THE FLOGAS NATURAL GAS

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NAME: (BLOCK CAPITALS)

DATE:

FLOGAS NATURAL GAS LIMITED TERMS AND CONDITIONS

(Effective from 14th May 2020)

This Agreement shall consist of the completed and signed Customer Agreement Form and these general terms and conditions for the supply of gas by Flogas Natural Gas Limited (company number NI622648), whose registered office is at Airport Road West, Sydenham, Belfast, BT3 9ED, for customers (as defined below) using more than 732,000 kWh of gas per year. These have been drawn up within the legislative and regulatory framework of Northern Ireland.

TERMS AND CONDITIONS OF GAS SUPPLY

The Company agrees to sell and the Customer agrees to buy Gas (as defined below), all subject to and in accordance with these terms and conditions.

It is agreed as follows:

1 DEFINITIONS;

In this document:

- 1.1 **'Agreement'** has the meaning given in condition 2.4 below.
- 1.2 **'Authority'** means the Northern Ireland Authority for Utility Regulation.
- 1.3 **'Calorific Value'** means the energy content of the Gas supplied, measured in megajoules per cubic metre.
- 1.4 **'Company', 'We', 'Us', 'Our'** means Flogas Natural Gas Limited (company number NI622648) acting in its capacity as the supplier of Gas or its successors or assigns.
- 1.5 **'Customer Agreement Form'** means Our EUC 3 agreement form in relation to Our supply of Gas signed by You
- 1.6 **'Customer', 'You', 'Your'** means the person, persons or entity who enters into this Agreement with Us for the supply of Gas and the person taking the supply at the Supply Address (in each case whether owner or occupier). If more than one person enters into this Agreement, then each person shall be jointly and severally liable to Us.
- 1.7 **'Daily Metered Customer'** A Customer whose Meter includes telemetry equipment which records, stores and transmits daily readings and measurements.
- 1.8 **'Daily Rate'** means the daily market gas commodity rate.
- 1.9 **'Deemed Contract'** means, as between a supplier and a consumer, a contract for the supply of gas to have been made under section 12 of the Energy Act (Northern Ireland) 2011.
- 1.10 **'Effective Date'** means the date when the conditions set out in condition 2.1 are either satisfied (or waived in writing by Us).
- 1.11 **'Enabling Legislation'** means the laws, regulations and rules regulating the supply of Gas in Northern Ireland, including the Gas (Northern Ireland) Order 1996, the Energy (Northern Ireland) Order 2003 and the Energy Act (Northern Ireland) 2011, relevant European directives and/or regulations, the Network Code and the Licence (as each may be amended or re-enacted from time to time).
- 1.12 **'Fixed Price Gas Commodity'** means, in respect of each calendar month during a Fixed Gas Commodity Price Supply Period, the fixed gas commodity price for that calendar month as set out in Schedule 1 Part B or in any other Fixed Price Gas Commodity Contract.
- 1.13 **'Fixed Price Gas Commodity Contract'** means a contract which has been offered by Us to You specifying specific monthly commodity prices for a specified Supply Period, and which has been accepted by You within the terms of the offer.
- 1.14 **'Fixed Price Gas Commodity Supply Period'** means the term of a Fixed Price Gas Commodity contract entered into with You
- 1.15 **'Fixed Term'** has the meaning given to it in condition 4.3 below.
- 1.16 **'Gas'** means natural gas.
- 1.17 **'Last Resort Supply Direction'** means a direction given by the Authority to a supplier of Gas requiring it to make available a supply of Gas to premises previously supplied by another supplier.
- 1.18 **'Licence'** means the licence(s) issued to Us by the Authority for the supply of Gas in Northern Ireland.
- 1.19 **'Maximum Daily Quantity'** means the maximum quantity of Gas which a Daily Metered Customer may offtake during each day of the term of this Agreement, as set out on the Customer Agreement Form (or as set otherwise agreed between the Customer and the Company).
- 1.20 **'Meter'** means the device fitted to record the Gas You use and also includes any associated equipment.
- 1.21 **'Meter Point'** means the supply meter point(s) at which Gas may be off taken from the Network for the purposes of supplying Gas directly to the Supply Address.
- 1.22 **'Meter Tampering'** means any unauthorised use of the Meter and/or other equipment installed at the Supply Address or other property in connection with the supply of Gas to the Supply Address and/or other tampering with the supply of Gas to the Supply Address.
- 1.23 **'Network Code'** means that document so described and published by a Network Operator by virtue of the Network Operator's licence.
- 1.24 **'Network Emergency'** means circumstances that in the reasonable opinion of the Network Operator:
 - (a) Constitute a significant risk to the safety of the System or any part of the System; or
 - (b) Constitute a significant risk to the safe conveyance of Gas through the System; or
 - (c) Mean that the Gas conveyed by the System is at such a pressure or of such quality as to constitute, when supplied to premises, a danger to life or property.
- 1.25 **'Network Operator'** means the organisation which operates the pipeline system which forms the gas distribution network We use.
- 1.26 **'Party'** means You or Us.
- 1.27 **'Pass Through Charges'** means all third party levies, costs, charges, taxes, duties or levies wholly or partly relating to supply and transportation of Gas to the Supply Premises or which We are otherwise entitled or required to pass through to You.
- 1.28 **'Start Date'** means the date on which Gas is made available to You from Us at the Supply Address.
- 1.29 **'Supply Address'** means the property owned or occupied by You to which We supply Gas.
- 1.30 **'System'** means the distribution pipeline system owned by the Network Operator for the conveyance of Gas as authorised in the Network Operator's licence.
- 1.31 **'Variable Gas Commodity Price'** means in respect of a calendar month, the variable gas commodity price for that calendar month calculated in accordance with the formula in Part A of Schedule 1.
- 1.32 **'Your Side of the Meter'** means the pipe work from the outlet of the Gas Meter into the Supply Address.

2 SUPPLY OF GAS

- 2.1 Our obligation to supply Gas to the Supply Address is conditional upon:
- (a) Us having the requisite authorisation under the Enabling Legislation;
 - (b) Us agreeing to accept Your request for supply whether such request is (i) set out in an application form or written contract or by telephone or online application with Us or the Network Operator; or (ii) evidenced by Your use of Gas supplied by Us at the Supply Address;
 - (c) the Supply Address being connected to the System;
 - (d) all necessary equipment and apparatus being installed and/or available at the Supply Address; and
 - (e) a satisfactory credit check report being completed by Us, if necessary (as determined at Our absolute discretion).
- 2.2 These terms and conditions shall have effect from the Effective Date.
- 2.3 Prior to the Effective Date, We may require You to:

- (a) pay any previous outstanding charges owed by You to Us;
- (b) pay any outstanding charges owed by You to any previous supplier of Gas to You at the Supply Address or any other address;
- (c) provide Us with a Meter reading;
- (d) pay a connection charge (where applicable); and/or
- (e) provide a reasonable deposit by way of security for future payments.

2.4 The terms and conditions set out in this document and the Customer Agreement Form (if any) are the agreement between You and Us for supplying Gas for use at the Supply Address (the **"Agreement"**). For the avoidance of doubt, this Agreement shall also apply to Customers who are supplied Gas by Us under a Deemed Contract.

2.5 If We already supply You with Gas at the Supply Address the Agreement replaces any previous agreement for supply with Us.

2.6 Ownership, risk and title to the Gas supplied passes to You at the outlet of the Meter.

2.7 We can refuse to supply You under this Agreement or require You to stop using Your Supply where:

- (a) an agreement to supply Gas to the Supply Address already exists;
- (b) Your existing Gas supplier, where applicable, or any other person, prevents Us from supplying You;
- (c) Your supply has been disconnected by Us and there is no obligation on Us to resume supply;
- (d) You are in breach of any condition of this Agreement;
- (e) We have reason to believe that supply may result in danger to life and/or property including as a result of Meter Tampering or other interference with the supply or equipment;
- (f) We are required or entitled to by the Department of Enterprise, Trade & Investment, the Authority, the Network Operator or under any Enabling Legislation;
- (g) Metering arrangements and/or equipment provided are unacceptable to Us;
- (h) You have refused to accept Our payment terms which may include a security deposit; or
- (i) You have not provided to Our satisfaction proof of Your identity or any other information reasonably required by Us in connection with the supply of Gas.

2.8 Where You already have an agreement with an existing supplier of Gas for the supply of Gas to the Supply Address, you hereby authorise us to provide any notice of termination to your existing supplier of Gas on your behalf in accordance with the terms of your existing agreement. You also irrevocably appoint us as your attorney to execute and deliver all documents and to do all such things that are necessary to give effect to the termination of your existing agreement.

2.9 We are not responsible for any faults in the Meter or other equipment connected thereto that is fitted or supplied by any previous supplier of Gas.

3 CEASING OCCUPANCY OF THE SUPPLY ADDRESS

3.1 If You are ceasing occupancy of the Supply Address You may terminate this Agreement by providing Us with at least 48 hours' notice.

3.2 If You fail to provide Us with at least 48 hours' notice in accordance with condition 3.1 or You have not provided Us with the Meter reading on the day You ceased to occupy the Supply Address, You shall be liable for all charges relating to the supply of Gas at the Supply Address until the first to occur of the following:

- (a) the date from which the next occupier of the Supply Address requires a Gas supply;
- (b) the date of the next Meter reading obtained by Us; or
- (c) the 90th day after You notify Us that You have ceased to occupy the Supply Address in accordance with Your termination rights under this Agreement.

4 PRICE AND PAYMENT

4.1 The gas commodity price to be paid by You to Us for natural Gas supplied within a given calendar month shall be the "Variable Gas Commodity Price" as calculated in accordance with Part A of Schedule 1 unless You have entered into a Fixed Price Gas Commodity Contract or we have agreed with you any specified commodity price including any introductory offer.

4.2 Where You have entered into a "Fixed Price Gas Commodity Contract" the gas commodity price to be paid by You to Us for Natural Gas supplied shall be the Fixed Price Gas Commodity price agreed with you and referred to in Part B of Schedule 1. Where you have entered into a Fixed Price Gas Contract with Us you may not terminate the contract during the term of the Fixed Price Gas Commodity Contract. Following expiry of any Fixed Price Gas Commodity Contract your price will automatically revert to the Variable Gas Commodity Price unless you have entered into a further Fixed Price Gas Commodity Contract.

4.3 If we have entered into an introductory tariff arrangement with You whereby you are receiving a fixed % discount on the "Variable Gas Commodity Price" and the period of the discount ("Fixed Term") has been communicated to You at the outset, then no further notice will be given on the expiry of that Fixed Term and on expiry of the Fixed Term the "Variable Gas Commodity Price" will apply.

4.4 In addition to gas commodity price payments for Natural Gas pursuant to Clauses 4.1, 4.2 and 4.3 You will also pay Us for transportation, shrinkage gas charges, fixed costs, operating costs and any other costs or charges specified by Us (the "Other Charges"). The categories of the Other Charges are those set out in Schedule 2. Third party Transportation costs are pass through charges and may be changed from time to time.

4.5 All prices and charges set out in this agreement are exclusive of VAT, CCL and any other Government taxes or levies. In addition to the charges payable hereunder, You shall pay Us all amounts due in relation to VAT, CCL and any other Government taxes or levies, such charges to be included on your bill.

4.6 The volume of Gas supplied (if any) by Us shall be measured in cubic metres but shall be charged for in units of kilowatt hours. The measurement shall be converted to kilowatt hours (kWh) by the application of Our standard method of calculation using the average of the daily Calorific Value of the Gas supplied and (if applicable) a correction factor for temperature and pressure. The register of the Meter shall be prima facie evidence of the amount of Gas supplied. You must ensure that the Meter is easily accessible to Us and/or Our agents if a Meter read is required by Us.

4.7 If in the case of a Network Emergency where there Customer is acting in accordance with the instructions of the Company or the Network Operator, if Gas is off taken at a Meter Point (an **"Overrun"**), the Maximum Daily Quantity shall be increased at the end of the Month within which the Overrun took place (the **"Overrun Month"**) by such amount of Gas as was off taken at the Meter Point in excess of the applicable Maximum Daily Quantity (the **"Overrun Amount"**) to create a new Maximum Daily Quantity (the **"New Maximum Daily Quantity"**). The New Maximum Daily Quantity shall take effect on the first Day of the month following the Overrun Month and continue to apply until such times as it may be re-valued by the Company in accordance with the terms of the Network Code. If there are multiple Overruns in an Overrun Month, the highest Overrun Amount in that Overrun Month shall be added to the Maximum Daily Quantity to create the New Maximum Daily Quantity and used for the purposes of clause 4.8.

4.8 The Customer may be charged for the Overrun (the **"Overrun Charge"**), calculated as being the Price applicable to the Overrun Month multiplied by 1.5 times the Overrun Amount. The Overrun Charge will be added to the Customer's next invoice.

4.9 The provisions of clauses 4.7 and 4.8 shall only apply to Daily Metered Customers.

4.10 If:

- (a) We do not have an actual Meter reading including (without limitation) as a result of the Meter Tampering, theft of a Meter, damage to a Meter or the Meter being inaccessible; or
- (b) The Meter is found to be recording inaccurately; or
- (c) in error We and/or Our agents read the Meter incorrectly or attribute a Meter reading to You where such Meter actually records Gas supplied to a third party customer,

We shall, in Our absolute discretion, base Your bill on a reasonable estimate of the amount of Gas You may have used. Our estimate of Your Gas charges shall take into consideration all relevant information available to Us and, if necessary, We shall adjust the bill at the following Meter reading.

4.11 If You have agreed to provide Your own meter read for billing purposes and We have not received such read, We will be required to estimate Your meter read for billing. If We are not in a position to estimate Your usage, We may be required to send out a contractor to read your meter. The cost of this will be passed on to You in your Natural Gas bill for that period.

4.12 In relation to the Gas supplied pursuant to this Agreement You must pay Value Added Tax (and any other applicable tax or duties imposed upon Us in relation to such supply).

4.13 We may also charge You for Our reasonable costs that are not set out in Schedule 1 and Schedule 2. These include (but are not limited to) the following:

(a) additional charges for the Meter and other metering equipment at the Supply Address and/or any other property on which is located equipment connected with the supply to the Supply Address. This equipment shall remain the property of the Network Operator, unless You have purchased it and obtained written consent for such purchase from the Network Operator; and/or

(b) disconnecting or reconnecting Your supply provided that, in circumstances where You are switching to another supplier, the disconnection costs reflect Our actual costs of disconnecting the Supply Address and do not represent a charge imposed on You by Us for You changing supplier; and/or

(c) any breach by You of Your obligations under this Agreement including, but not limited to, any action or costs (including Our legal costs) incurred by Us in recovering unpaid charges and interest payable in accordance with 4.16(a); and/or

(d) any attendance by appointment at the Supply Address, by Us or any of Our agents, or failure by You to attend an agreed appointment; and/or

(e) costs associated with Meter Tampering by You or any other person howsoever caused, including (without limitation) the costs of repairing or replacing the tampered Meter and the costs of all Gas obtained from Us without charge as a result of the Meter Tampering; and/or

(f) all internal and external costs associated with theft, loss, damage or other interference to equipment (whether by You or any other person, howsoever caused) including (without limitation)

(i) the costs of a new Meter or other relevant equipment; and (ii) the costs of installation and/or connection of a new Meter or equipment; and/or (iii) the costs of repair to damaged Meters and/or equipment; and/or

(g) a reasonable administrative charge in connection with any of the actions taken by Us or Our agents in accordance with this condition 4.13; and/or

(h) all applicable Pass Through charges including any reasonable costs that We are charged for processing credit or debit card payments made by You.

4.14 We shall render periodic bills which shall identify the charges payable. Our charges for Gas supplied and/or all other costs recoverable under this Agreement must be paid within 14 days of the date of the relevant bill.

4.15 You shall pay Us by direct debit unless We agree that an alternative payment method is acceptable. You agree to make such arrangements as may be necessary to ensure that You pay using the method specified by Us from time to time.

4.16 If You fail to pay any amount when due:

(a) interest will be payable on overdue payments at the rate of 3% per year above Northern Bank Limited's base lending rate in force from time to time. Interest shall be calculated from the date which is 7 days following the date on which the overdue payment became payable, to the date on which it is paid in full. We may also add reasonable charges to Your next invoice or statement to recover Our costs and external costs We incur in trying to recover any overdue payments including (without limitation) a reasonable administrative charge and any third party fees reasonably incurred; and/or

(b) We may require You to change the method by which You pay for Your Gas; and/or

(c) We may require a reasonable security deposit; and/or

(d) We may give You notice of Our intention to terminate this Agreement in accordance with condition 7.6 (a) (i) and to arrange to disconnect Your supply.

4.17 Any security deposit paid by You shall be repaid following 12 months of payment upon first demand or earlier where both Parties agree or on such other date as may be required by the Enabling Legislation. You agree that We shall at any time be entitled to apply any portion of the security deposit against any sum owed to Us by You pursuant to the terms of the Agreement.

4.18 You agree to pay any outstanding charges transferred or assigned to Us by Your previous gas supplier together with any reasonable administration charge as notified by Us to You.

4.19 Any budget pay plans agreed between the Parties are subject to Our review and may be amended or terminated at Our absolute discretion.

5 GAS NOMINATIONS

5.1 On Your behalf We must nominate to the Network Operator the amount of Gas that you expect to use on a daily basis. If the amount of Gas allocated to You by the Network Operator is more than 10% higher than the amount of Gas nominated You will be charged imbalance and intolerance charges on the excess at 1.5 times the Daily Rate. This only relates to Daily Metered Customers only.

6 WARRANTIES

6.1 You warrant that You are the owner or occupier of the Supply Address and that You have the power and authority to permit, grant and provide the matters referred to or contemplated by the Agreement including, but not limited to, securing any required consents, planning permissions, wayleaves or building warrants in respect of the Supply Address and/or other property relevant for supply to the Supply Address.

6.2 You warrant that You will take care to ensure that the Meter and other equipment installed at the Supply Address or other relevant property in connection with supply to the Supply Address is not damaged, stolen, subjected to Meter Tampering or otherwise interfered with, in each case whether by You or any other person, whether deliberately or accidentally and whether with or without Your knowledge and/or consent.

7 CONNECTION

7.1 Any quotation We give You for connection to the System (which may include an allowance) is valid only for 28 days from issue and applies only to the Supply Address.

7.2 Where the Supply Address is not connected to the System and We agree to assist You with connection to the System, We will endeavour to arrange connection within 15 working days. If it is not possible to connect the Supply Address within 15 working days We will notify You of the reason.

7.3 Where the Supply Address is connected to the Gas network, We will start supplying Gas under this Agreement by no later than 15 working days after the Effective Date, unless:

(a) You request that the supply starts from a later date; or

(b) the registered supplier for the Supply Address objects to the transfer of responsibility for the supply of Gas to Us; or

(c) there are other circumstances beyond Our control which prevent Us from starting to supply on that date.

7.4 The constituents of Gas supplied under the terms of this Agreement shall be in accordance with the quality standards identified from time to time in the Enabling Legislation. It shall be Your responsibility to assess and review the suitability of Gas for Your specific purposes and for use with specific equipment, uses and processes.

7.5 The condition in this clause 7.5 shall only apply to business customers consuming more than 732,000 kilowatt hours per annum. Gas will normally be supplied to the Meter at a pressure of 21 mbar, but at Your request and subject to availability, Gas may be supplied at an elevated pressure. On completion of the supply installation, We will notify You of the correction factor We will apply to the volume of Gas recorded by the Meter for billing purposes. We do not guarantee the continued availability of elevated pressure in excess of the standard 21 mbar. The facility of a supply of Gas at elevated pressure may be withdrawn by Us on providing a minimum of 3 months' notice to You.

8 TERMINATION AND SUSPENSION

8.1 This Agreement shall continue in force until otherwise terminated in accordance with the provisions of this condition 8.

8.2 This Agreement shall terminate:

(a) automatically from the date that a Last Resort Supply Direction, given to an alternative supplier of Gas supplier takes effect in relation to the Supply Address, provided that the Fixed Term has expired;

(b) within 90 days after You have notified Us in writing of Your intention to transfer to an alternative Gas supplier, provided that any Fixed Term has expired;

(c) in the circumstances set out in condition 4.13(d); and/or

(d) in circumstance other than those set out in condition 8.2 (a) to (c) above, on the 90th day after You have confirmed in writing that You wish the Agreement to terminate, provided always that any Fixed Term has expired.

For the avoidance of doubt You cannot terminate the Agreement during any Fixed Term.

8.3 In the event that this Agreement is terminated by either Party during the Fixed Term or pursuant to condition 8.7, you shall be obliged to pay us a termination fee of £250.

8.4 On termination You shall be entitled (upon written request to Us) to receive all consumption data relating to the supply of Gas to You at the Supply Address up to the date of termination. You shall receive a final bill of Our charges within 6 weeks of the termination date. The applicable termination fee shall be included on your final bill in accordance with condition 8.3.

8.5 Failure by You to provide Us with the notice required by condition 7.2 shall render Your notice ineffective and You shall remain liable for all charges and costs arising under this Agreement until the date of termination including where the Gas supply was not used by You but by a third party.

8.6 (a) We may by written notice to You immediately terminate this Agreement (in whole or in part) and/or disconnect Your supply if:

(i) You fail to pay any amount due to Us by the date upon which such amount was due;

(ii) You are due to pay Us a security deposit pursuant to clause 4.13 and We have not received it;

(iii) We have specified the payment method You should use to make payments under this Agreement and You do not use this specified method;

(iv) Where the Network Operator instructs Us to do so or has cut off supply;

(v) We are entitled to refuse to supply You under this Agreement in the circumstances set out at condition 2.7;

(vi) We give You 28 days prior notice of Our intention to so terminate this Agreement; or

(vii) In the event that there are circumstances out of Our control which prevent Us from supplying Gas to You.

(b) In the event that We terminate this Agreement pursuant to condition 7.6(a) We shall be entitled to recover Our reasonable charges incurred in discontinuing the supply and Our debt recovery costs.

8.7 This Agreement may be terminated by Us with immediate effect if You are in breach of any condition herein or other trading terms with Us or if the Licence is revoked or Our duty to supply is restricted. In such circumstances We shall be entitled to disconnect Your supply and recover Our reasonable charges and costs incurred in discontinuing the supply together with any amounts due and owing by You to Us as at the date of termination.

8.8 The expiry or termination of this Agreement shall not affect the accrued rights of either Party prior to such expiry or termination.

8.9 Without prejudice to the rights or remedies of the Company under the Agreement, in the event that the Customer either sells, disposes of or terminates the use of a Meter Point (which Meter Point shall not be the only Meter Point covered by the Agreement) or where the Customer wishes to introduce an additional Meter Point(s) to the provisions of the Agreement:

(a) the Customer shall give a minimum of 90 days' prior written notice to the Company of the intended sale, disposal or termination of use or addition of any Meter Point;

(b) where the customer proposes to terminate the use of a Meter Point other than pursuant to clause 8.9(a) or where the Customer has ceased to occupy a Meter Point, the Company shall be under no obligation whatsoever to remove such Meter Point from the Agreement and, unless the Company elects otherwise, the Agreement shall remain in full force and effect with respect of such Meter Point and any Gas delivered to it; and

(c) the Company shall be entitled to vary the gas commodity price by written notice to the Customer at any time during the term of this Agreement such that it is indemnified in respect of additional costs, charges, losses and/or liabilities it may incur or suffer as a consequence, whether direct or indirect, of any sale, termination or addition of a Meter Point.

9 SAFETY

9.1 Escape of Gas

Where You suspect that there is any escape of Gas (or any equipment is damaged which may result in an escape of Gas) You shall immediately notify the Network Operator's emergency service on telephone number 0800 002 001, or such other number as is notified to You.

9.2 Misuse of Gas

You shall at all times use Gas in a proper, sensible and safe way and You shall not do anything which interferes with the supply to You or to any other person.

9.3 Abuse of Equipment

You shall not in any way tamper with, misuse or damage the Meter, or any other pipes or apparatus or equipment installed by the Network Operator or Us.

9.4 Maintenance of Equipment

You are responsible for any pipes, pipe work and appliances on Your Side of the Meter and shall ensure that all such equipment is adequately maintained. You shall ensure that any person You employ to carry out any work in relation to Your Side of the Meter is Gas Safe qualified and registered or a member of a body approved to carry out such work. We give no warranty, express or implied, as to the adequacy, safety or other characteristics of any gas pipes and other apparatus, appliances or devices used or to be used in connection with the supply and use of Gas on Your Side of the Meter.

10 EMERGENCIES

10.1 The Parties acknowledge that We may be required by (amongst others) the Department of Enterprise, Trade & Investment, the Authority or the Network Operator to disconnect or cease supply at the Supply Address or take such other action as required for any reason of System security or to comply with any requirement of applicable law or regulation and the Parties agree that the Company shall not have any liability in respect of any loss or damage arising as a result. Supply may be disconnected by Us or any other duly empowered person, or by Our or their duly authorised officers or agents were permitted or required by law or any relevant licence, code or agreement. We may make a charge to reconnect Your supply.

10.2 Should We be required to disconnect, interrupt or discontinue supply to the Supply Address, as a result of a Distribution Constraint or an Emergency Event as directed under section 2 (1)(b) of the Energy Act 1976, You shall refrain from using Gas immediately upon being notified by Us that You should do so.

10.3 You shall comply with all requests by Us or the Network Operator for the purpose of:

(a) Averting or reducing danger to life or property; or

(b) Securing the safe transportation of Gas through the System and for maintaining the safety of the System itself.

11 FORCE MAJEURE

11.1 In this condition "Force Majeure" means any event or circumstance beyond the control of the Party concerned and which, notwithstanding the exercise by it of reasonable diligence and foresee, that Party was or would have been unable to prevent or overcome. Without limitation to the generality of this condition 11.1, it is acknowledged that any event or circumstance that qualifies as Force Majeure under a Party's connection or transportation contract with the Network Operator (or another Network Operator) shall be deemed to be Force Majeure hereunder.

11.2 If either Party is by reason of Force Majeure rendered unable wholly or in part to carry out any of its obligations under this Agreement, then the Party affected shall be released from its obligations hereunder to the extent to which they are affected by Force Majeure and for the period during which those circumstances exist, provided that:

(a) the Party seeking relief under this condition 11.2 shall advise the other Party as soon as practicable by notice in writing of the Force Majeure together with its estimate of the likely effect of the Force Majeure on its ability to perform its obligations and of the likely period of such Force Majeure having regard to the matters referred to in condition 11.2(b);

(b) the Party affected shall use all reasonable endeavours to terminate the circumstance of Force Majeure if and to the extent reasonably practicable and with all reasonable speed and at reasonable cost; but nothing in this proviso shall limit Our absolute in relation to the settlement of any labour dispute constituting circumstances of Force Majeure; and

(c) The Parties acknowledge that Force Majeure shall not release any Party from any obligation to pay amounts due under this Agreement.

12 LIABILITY

12.1 Each Party agrees and acknowledges that:

(a) subject to condition 12.2, We shall not be liable to You for loss arising from any breach of this Agreement, other than for loss directly resulting from such breach and which, at the date of this Agreement was entered into, was reasonably foreseeable as likely to occur in the ordinary course of events as a result of such breach in respect of physical damage to the property of either Party; and

(b) subject to condition 12.1 (a), We shall not be liable to You for any breach of this Agreement or liable to You in contract, tort (including negligence and breach of statutory duty) statute or otherwise for any indirect, consequential, economic or financial loss, or loss of business opportunity or goodwill or any loss arising from Your liability to any third party (except as provided by 12.3 (a)).

12.2 The amount or amounts for which one Party may be liable to the other pursuant to condition 12.1(a) in respect of any event or circumstance or series of events constituting or resulting in a breach of a provision of this Agreement shall not exceed £100,000.

12.3 Nothing in this Agreement:

(a) excludes or limits a party's liability to the other for death or personal injury resulting from that party's negligence; or

(b) affects Your legal rights as a consumer.

13 ACCESS TO THE SUPPLY ADDRESS

13.1 You shall allow Us, the Network Operator or any duly empowered person, or Our or their duly authorised officers or agents, safe access to the Supply Address where permitted or required by law or any relevant licence, code or agreement (including this Agreement).

13.2 You shall allow Us, the Network Operator or any duly empowered person, or Our or their duly authorised officers or agents safe access to the Supply Address, without charge, to enable Us to operate this Agreement in accordance with its terms and conditions, including access for the following purposes:

(a) when Your property is being connected, for the installation of equipment, Meter, pipes and other apparatus and/or to take such other action which We or the Network Operator consider to be necessary for You to be connected to a Gas supply;

(b) at any reasonable time, for the purposes of reading, inspecting, installing, operating, maintaining, repairing, replacing, testing, removing or carrying out any other services in relation to the meter or any other equipment which has been installed or is to be installed for the purpose of supplying Gas to the Supply Address;

(c) at any reasonable time to remove, inspect or re-install any gas Meter or install any substitute gas Meter or for the purposes of disconnecting or removing any damaged gas Meter or equipment;

(d) at any reasonable time, for the purposes of ascertaining the register of any Gas Meter;

(e) at any time, to disconnect the Gas supply for the purpose of averting imminent danger to persons or property or securing the safety of the network or the safe conveyance of Gas thereby, or where otherwise entitled to disconnect pursuant to this Agreement;

(f) at any time to undertake maintenance and emergency works for the purpose of meeting operational or legal requirements; or

(g) at any time where authorised by the Enabling Legislation to disconnect the Supply Address or where connection is no longer required in respect of premises or the equipment and/or Meter has not been used in a vacant property for a reasonable period.

13.3 Where metering equipment connected with the supply to the Supply Address is located on any property other than the Supply Address, You shall with effect from the Start Date procure that We, the Network Operator or any duly empowered person, or Our or their duly authorised officers or agents are at all times permitted safe access to such property, without charge and without notice, to enable Us to operate this Agreement in accordance with its terms and conditions, including access for the purposes set out in this condition 13.

14 ASSIGNMENT

We shall be entitled to assign, transfer, charge or otherwise encumber all or part of Our rights and obligations under this Agreement and shall be able to transfer Our rights and obligations under this Agreement to a company who is entitled to supply Gas to the Supply Address. You may not assign, transfer, charge or otherwise encumber all or part of Your rights under this Agreement without Our prior written consent.

15 NOTICES

15.1 Any notices We are required or wish to give You under this Agreement shall be accepted by You as properly given if delivered by hand or sent by prepaid post to Your Supply Address or such other address as You may notify Us should be used. Any notices You are required or wish to give to Us under this Agreement shall be accepted by Us as properly given if delivered or sent to Our registered office or such other address as We may notify You should be used.

15.2 Any notice served in accordance with condition 15.1 above shall be deemed to have been received:

(a) If delivered by hand, at the time of delivery; or

(b) If delivered by prepaid post, on the third working day following the day of posting.

16 WAIVER

16.1 No waiver of any default or delay in enforcing rights under this Agreement by Us or by You shall be construed as a waiver of any rights or remedies.

17 CHANGES TO THIS AGREEMENT

We may change the terms and conditions of this Agreement by giving You twenty one (21) days notice and updated copies of this Agreement shall be provided to You upon request. If You object to the change(s) You must send written notification to Us within the twenty one (21) days notice period. If You so notify Us of an objection the change will not be effected and this Agreement will terminate twenty one (21) days after the receipt of Your objection. In the event that We do not receive any notice of Your objection within the specified period, the change(s) shall be effective without any further notice or confirmation.

18 DATA PROTECTION / USE OF INFORMATION

18.1 As a normal part of supplying you with Energy, Flogas inevitably holds some of Your personal data such as Your name, address, telephone number, Energy meter readings, invoices issued to you, payments received from you and telephone recordings. This 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 relevant data protection legislation.

18.2 Information You provide or that We hold about You may be used by Us in connection with the legitimate interests of Flogas:

(a) To identify You when You make enquiries or to contact You through mail, telephone or other electronic means;

(b) For market research and analysis or for demonstrating and testing computer systems;

(c) To help Us prevent and detect crime, fraud, money-laundering or loss; and

(d) For marketing about our services and products that you have purchased from us and which may be of interest to You.

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.

18.3 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.

18.4 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.

18.5 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.

18.6 Where applicable, it is in our legitimate interest to contact Your current or former landlord or tenant for the purposes of establishing dates of occupation and Energy usage.

18.7 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.

18.8 Where applicable, We can obtain/provide information from/to Network Operators about You in order to service your account fully. This would be a legal obligation on both parties involved.

18.9 We may from time to time contact you in writing and/or by phone and/or by email with safety and marketing information (strictly related to your supply of Energy) with Your Invoices and/or statements or independently of Your invoices/statements. Such contact may be by third party agencies carefully selected by Us. Any such contact will be in accordance with our Code of Practice on Marketing. If at any stage you do not wish to receive marketing information from us, you can opt out by contacting us on 028-9073-0277 or emailing us at natgas@flogasni.com or sending a letter to the address stated in 18.11

18.10 We must keep Your data accurate, up to date and safe at all times and You have the right to have your data corrected. You also have the right to be forgotten so should You no longer be Our customer and We no longer require to hold Your personal data on file. In this instance We can delete or anonymise Your data so You are no longer identifiable on Our systems.

18.11 If You wish to obtain a copy of the data held about You on Our systems please write to Us at Flogas Natural Gas, Airport Road West, Sydenham, Belfast, BT3 9ED and we will issue You with Your data free of charge.

18.12 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 <https://ico.org.uk/>

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

19 COMPLAINTS

19.1 If You are dissatisfied with any aspect of Our service please write to the Customer Service Manager, Flogas Natural Gas Limited, 40-48 Airport Road West, Belfast, BT3 9ED. Our aim is to resolve complaints to the satisfaction of Our customers. However, if having followed Our Code of Practice on Complaints handling which will be provided to You on request and which are available on Our website, You remain dissatisfied You may wish to contact:

(a) The Consumer Council by post at The Consumer Council, Seatem House, 28-32 Alfred St, Belfast, BT2 8EN or by telephone on 0800 121 6022 or by e-mail at complaints@consumercouncil.org.uk;

or

(b) in respect of billing disputes where the Consumer Council has not been able to resolve the complaint to Your satisfaction, the Authority by post at The Utility Regulator, Queens House, 14 Queen Street, Belfast, BT1 6ED (or such other contact details as may be notified on the Authority's website).

Any consumer can utilise this scheme at no cost to themselves.

If after going through our Complaints resolution system, your complaint is still not resolved you have the right to take your complaint to Court.

19.2 Full details of Our policy regarding the compensation and refund arrangements that apply where We fail to meet the service quality levels as may be in force from time to time are available on Our website at www.flogasni.com/natural_gas

20 ILLEGALITY

20.1 If at any time any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

20.2 If any provision of this Agreement is so found to be invalid, illegal or unenforceable but would be valid, legal or enforceable if some part of the provision were deleted, the provision in question shall apply with such modifications as may be necessary to make it valid, legal or enforceable.

21 THIRD PARTY RIGHTS

21.1 The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.

22 LAW OF NORTHERN IRELAND

22.1 This Agreement and any non-contractual disputes arising in connection with this Agreement shall be governed by and construed in accordance with the law of Northern Ireland. The courts of Northern Ireland shall have exclusive jurisdiction in respect of such matters.

Flogas Natural Gas Ltd

SCHEDULE 1 – Gas Commodity Price

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

The Average of the ICE NBP futures settlement prices for Month M over the last 5 trading days in the prior month M-1, expressed in pence per therm.

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

SCHEDULE 2 – Other Charges

1. Transportation Capacity and Commodity – Charges based on Kwh consumed.

2. Distribution Capacity and Commodity - charges based on Kwh consumed and annual Capacity.

3. Supply charge in p/kwh to incorporate recovery of;

- Moffat fees
- UK transportation costs.
- Swing Premium
- Supply Margin



Instruction to your bank or building society to pay by Direct Debit

Please fill in the whole form including official use box using a ball point pen and send it to:

Airport Road West
Sydenham
Belfast
BT3 9ED

Service user number

2	9	5	6	5	3
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FOR FLOGAS NATURAL GAS LTD OFFICIAL USE ONLY
This is not part of the instruction to your bank or building society.

Name(s) of account holder(s)

Bank/building society account number

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Branch sort code

--	--	--	--	--	--

Name and full postal address of your bank or building society

To: The Manager	Bank/building society
Address	
Postcode	

Instruction to your bank or building society

Please pay Flogas Natural Gas Ltd Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with Flogas Natural Gas Ltd and, if so, details will be passed electronically to my bank/building society.

Signature(s)
Date

Reference

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Banks and building societies may not accept Direct Debit Instructions for some types of account

DD11

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit Flogas Natural Gas Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Flogas Natural Gas Ltd to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by Flogas Natural Gas Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society
 - If you receive a refund you are not entitled to, you must pay it back when Flogas Natural Gas Ltd asks you to
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

