

EUC 1 AND EUC 2 AGREEMENT FORM

Please return in the prepaid envelope provided 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 NAME: _____

CUSTOMER ADDRESS (Premises being supplied): _____

METER POSTCODE: _____

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

NAME: _____

ADDRESS: _____

CUSTOMER GIVING METER READINGS: YES **NO**

METER READ CONTACT DETAILS: _____

SMP METER TYPE: FIRM INTERRUPTABLE CHP

LEGAL ENTITY: COMPANY SOLETRADER OTHER

VAT EXEMPT: YES NO

CLIMATE CHANGE EXEMPT: YES NO

PRIORITY CUSTOMER: YES NO

IF YES, DETAILS: _____

eg Hospitals, Nursing homes, etc

BUSINESS TYPE: _____

COMPANIES HOUSE NO: _____

TELEPHONE NO: _____

MOBILE NO: _____

EMAIL: _____

FAX: _____

USAGE PROFILE: FLAT SEASONAL

BUDGET PAY PLAN: YES NO

eBILLING **PAPER BILLING** **ONLINE BILLING**

EMAIL: _____

DO YOU OWN THE SUPPLY PREMISES: YES NO
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 CHANGE OF OCCUPANCY
TURN ON METER CHANGE OF SUPPLIER
SUPPLY METER POINT (SMP) (You will find this on your bill)
| | | | | | | | | |

METER NO: _____

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.

NAME: _____
(Block Capitals)

POSITION HELD AT COMPANY: _____

DATE: _____

AGENT NAME & ID: _____

DATE: _____

TO BE COMPLETED BY FLOGAS NATURAL GAS

FIXED PRICE PER kWh: _____

DISCOUNT OFF STANDARD TARIFF: _____

EFFECTIVE DATE: _____ DURATION OF THE FIXED TERM: _____

SECTOR EUC 1 _____ EUC 2 _____

SIGNED ON BEHALF OF THE FLOGAS NATURAL GAS

NAME: _____
(BLOCK CAPITALS)

DATE: _____

FLOGAS NATURAL GAS LIMITED TERMS AND CONDITIONS

This Agreement shall consist of the completed and signed Customer Agreement Form, the Rate Card 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 up to 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 1 and EUC 2 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 '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.

1.8 'EFFECTIVE DATE' means the date when the conditions set out in condition 2.1 are either satisfied (or waived in writing by Us).

1.9 '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).

1.10 'FIXED TERM' has the meaning given to it in condition 4.3 below.

1.11 'GAS' means natural gas.

1.12 '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.

1.13 'LICENCE' means the licence(s) issued to Us by the Authority for the supply of Gas in Northern Ireland.

1.14 'METER' means the device fitted to record the Gas You use and also includes any associated equipment.

1.15 '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.

1.16 'NETWORK CODE' means that document so described and published by a Network Operator by virtue of the Network Operator's licence.

1.17 '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.

1.18 'NETWORK OPERATOR' means the organisation which operates the pipeline system which forms the gas distribution network We use.

1.19 'PARTY' means You or Us.

1.20 '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.

1.21 'RATE CARD' means Our most recent rate card applicable to the supply of Gas to You.

1.22 'STANDARD TARIFFS' means the list of Our standard current prices from time to time, a copy of which is available on request.

1.23 'START DATE' means the date on which Gas is made available to You from Us at the Supply Address.

1.24 'SUPPLY ADDRESS' means the property owned or occupied by You to which We supply Gas.

1.25 'SYSTEM' means the distribution pipeline system owned by the Network Operator for the conveyance of Gas as authorised in the Network Operator's licence.

1.26 '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 28th 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 You agree to pay for the Gas supplied and Our other charges in connection with the supply of the Gas to You at the price calculated in accordance with Our relevant Standard Tariff or as otherwise agreed with You. We may change Our Standard Tariffs from time to time. We will provide details of Our Standard Tariffs to You upon request.

4.2 Where there is an increase in Your tariff We will inform You by one or more of the following methods: in writing, email, on Your bill, notice in the newspaper or publication on Our website.

4.3 From time to time, We may offer promotional tariffs for certain periods of time. If We have entered into such a promotional tariff arrangement with You, whereby either:-

- (i) You are receiving a promotional or discounted rate and the period of the discount ("Fixed Term") has been communicated to You at the outset (by way of the Customer Agreement Form or otherwise); or
- (ii) You are paying a fixed price per kWh for a Fixed Term,

then no further notice will be given on the expiry of that Fixed Term and on expiry of the Fixed Term you shall be automatically charged in accordance with our Standard Tariff.

4.4 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.

4.5 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.

4.6 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).

4.7 We may also charge You for Our reasonable costs that are not set out in Our Standard Tariffs. 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 4.10(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 minimum charge where the Meter and other equipment for supply has been installed but You have used less Gas than the minimum volume detailed in Our Standard Tariffs; and/or

(h) a reasonable administrative charge in connection with any of the actions taken by Us or Our agents in accordance with this condition 4.7; and/or

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

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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.

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

5 WARRANTIES

5.1 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.

5.2 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.

6 CONNECTION

6.1 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.

6.2 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.

6.3 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.

6.4 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.

6.5 The condition in this clause 6.5 shall only apply to business customers consuming more than 32,000 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.

7 TERMINATION AND SUSPENSION

7.1 This Agreement shall continue in force until otherwise terminated in accordance with the provisions of this condition 7.

7.2 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 28 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 4.10(d); and/or

(d) in circumstance other than those set out in condition 7.2 (a) to (c) above, on the 28th 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.

7.3 In the event that this Agreement is terminated by either Party during the Fixed Term or pursuant to condition 7.7, you shall be obliged to pay us a termination fee as follows:-

(i) where your average annual Gas usage is up to Up to 73,200 kWh a termination fee of £50; or

(ii) where your average annual Gas usage is 73,200 kWh to 732,000 (inclusive) kWh a termination fee of £100.

7.4 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 7.3.

7.5 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.

7.6 (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 4.10 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.

7.7 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.

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

8 SAFETY

8.1 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.

8.2 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.

8.3 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.

8.4 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.

9 EMERGENCIES

9.1 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.

9.2 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, You shall refrain from using Gas immediately upon being notified by Us that You should do so.

9.3 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.

10 FORCE MAJEURE

10.1 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 10.1, 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.

10.2 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 10.2 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 10.2(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.

11 LIABILITY

11.1 Each Party agrees and acknowledges that:

- (a) subject to condition 11.2, 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 11.1 (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 11.3 (a)).
- 11.2 The amount or amounts for which one Party may be liable to the other pursuant to condition 11.1(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.

11.3 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.

12 ACCESS TO THE SUPPLY ADDRESS

12.1 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).

12.2 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.

12.3 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 12.

13 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.

14 NOTICES

14.1 Any notices We are required or wish to give You under this Agreement, with the exception of notification of Standard Tariffs under clause 4, 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.

14.2 Any notice served in accordance with condition 14.1 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.

15 WAIVER

15.1 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.

16 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.

17 USE OF INFORMATION

17.1 Information You provide or that We hold about You may be used by Us, Our other group companies or Our employees and/or agents or other partners:

- (a) To identify You when You make enquiries or to contact You through mail, telephone or other electronic means;
- (b) To help administer any accounts, services and products provided by Our group of companies now or in the future;
- (c) For market research and analysis or for demonstrating and testing computer systems;
- (d) To help Us, or other companies in Our group of companies, prevent and detect crime, fraud, money-laundering or loss; and
- (e) To inform You about services and products which may be of interest to You, and You hereby consent to Us using Your information and details for these purposes.

17.2 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.

17.3 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.

17.4 Where applicable, You agree that We can obtain the information from Your previous supplier that will enable Us to take over Your supply.

17.5 Where applicable and where We are advised that You owe any debt to Your previous supplier(s) You permit Us to contact Your previous supplier(s) for details of the debt You owe. Where We are advised that another Gas supplier has received a request to supply Gas to the gas Supply Address, We may provide all information reasonably required by that Gas supplier including Your personal details, Your customer records and details of any debt You owe Us.

17.6 Where applicable, You consent to Us making contact with Your current or former landlord or tenant for the purposes of establishing dates of occupation and Gas usage.

17.7 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 HMRC.

17.8 If You wish to obtain a copy of the data held about You on Our systems please write to Our Data Protection Officer at 40-48 Airport Road West, Belfast, BT3 9ED.

17.9 We may require payment of a fee prior to processing any request made under condition 17.8.

18 COMPLAINTS

18.1 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 complaints procedure 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, 116 Hollywood Road, Belfast, BT4 1NY 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).

18.2 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/naturalgas

19 ILLEGALITY

19.1 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.

19.2 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.

20 THIRD PARTY RIGHTS

20.1 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

(Effective from 1st October 2014)

