



FLOGAS NATURAL GAS LIMITED, Dublin Road, Drogheda, Co. Louth. Tel: 041 9874874 Fax: 041 9834652
Email: info@flogasnaturalgas.ie Web:www.flogasnaturalgas.ie

FUEL VARIATION TARIFF CUSTOMER AGREEMENT FORM

PLEASE DETACH COMPLETED FORM AND RETURN IT TO FLOGAS NATURAL GAS LTD. IN THE PREPAID ENVELOPE PROVIDED

To be completed by the Customer *(Block Capitals Please)*

Customer Name:.....

Customer Address (Premises being supplied):
.....
.....

Legal Entity:

Company:

Sole Trader:

Other:

Company Registration No.:

Telephone No:

Mobile No:

E-mail:

Fax:

If you want your Bill sent to a different address, please detail:

Name:

Address:

.....

GPRN
(Gas Point Registration Number).....

(You will find this on your Bill)

Date of Changeover:

Duration of Agreement:

Gas Meter Read at Date of Changeover:

.....

Signed on behalf of the Customer:

Signature:

Name: (Block Capitals).....

Date:.....

Signed on behalf of Flogas Natural Gas:

Signature:.....

Name: (Block Capitals).....

Date:.....

To be completed by Flogas Natural Gas

Supply point CapacitykWh

Estimated Annual ConsumptionkWh

Pricing:.....

Select One:

New Connection:

Changeover:

Date of Changeover:

DIRECT DEBIT MANDATE FORM

Please complete parts 1 to 4 to instruct your Bank/Building Society to make payments directly from your account

1. NAME OF ACCOUNT HOLDER *(ie, your name)*

.....

2. TO THE MANAGER OF BANK/BUILDING SOCIETY

BANK/BUILDING SOCIETY
.....

BRANCH ADDRESS
.....

.....

.....

ORIGINATOR: FLOGAS NATURAL GAS LIMITED

ORIGINATOR'S REFERENCE NUMBER: 301966

CUSTOMER REFERENCE NUMBER:

(To be completed by Flogas)

3. BANK/BUILDING SOCIETY ACCOUNT No. SORT CODE

.....

.....

Banks/Buildings Societies may decline to pay Direct Debit from some types of accounts

4. I/we instruct you to pay Direct Debits from my/our account at the request of Flogas Natural Gas Limited. The amounts are variable and may be debited on various dates. I/we understand that Flogas Natural Gas Limited may change the amounts and dates only after giving me/us prior notice. I/we shall inform the bank in writing if I/we wish to cancel this instruction. I/we understand that if any direct debit is paid which breaks the terms of the instruction, the bank will make a refund.

SIGNATURE DATE

SIGNATURE DATE

There may be a charge for unpaid Direct Debits to cover administration costs

GENERAL TERMS AND CONDITIONS

1. This Agreement

This Customer Agreement shall consist of the completed and signed Customer Agreement Form and these General Terms and Conditions. Supply of gas by Meter to you shall be in accordance with the following terms and conditions (or such other terms and conditions as may be notified to you from time to time) and subject to all applicable Statutory Regulations.

2. Definitions

Term	Meaning
"Appliances"	All pipes, fittings, cookers, heaters and other items installed beyond the Meter in or on the Specified Premises. The owner and operator of the gas pipe network up to the Meter, known as "BGN".
"BGN Engineers"	All technical engineers or other personnel so designated by BGN.
"Bord Gáis Networks"	Means the networks business of Bord Gáis Eireann, Gasworks Road, Cork, acting as the agent for and on behalf of Gaslink (and its successors and assigns);
"Charges"	Means the amount(s) payable by the customer for: Supply of gas by Flogas NG Any costs associated with the supply of gas by Flogas NG Any pass through charges
"Change of Supplier"	If FlogasNG take over the supply of gas at a specified gas point, provided FlogasNG have received your consent FlogasNG may obtain the customers historical consumption data to provide the customer with accurate quotation for supply at said gas point. The customer will also give Flogas NG an up to date accurate meter reading for account activation at the gas point.
"Consumption Period"	The interval between dates when the Meter is or has been read for the purpose of determining the amount payable by the Customer in respect of gas used.
"Customer"	The customer identified in the completed and signed Customer Agreement Form.
"Dispute Resolution Procedures"	The dispute resolution procedures published from time to time by Flogas NG.
"Flogas NG"	Flogas Natural Gas Limited whose principal office is at Dublin Road, Drogheda, Co. Louth.
"Gas Bill"	The periodic invoice issued by Flogas NG to the Customer requesting payment for gas supplied under this Agreement.
"Gaslink"	Means Gaslink Limited, 6 Lapps Quay, Cork which has been appointed by the Commission for Energy Regulation as the licensed independent operator of Bord Gáis Networks distribution system (and its successors and assigns).
"Meter"	The gas meter installed by BGN for the purpose of measuring the quantity of gas consumed on the Specified Premises.
"Pass Through Charges"	Means any applicable third party costs, charges, tax, duty, levy, tariff or any government imposed charge relating to the supply and distribution of gas to the specified premise point(s), including but not limited to the transportation and distribution charges by the Gas transporter (as applicable) plus VAT "Specified
Premises"	The premises specified by the Customer in the completed and signed Customer Agreement form or such other premises as may be notified by the Customer to Flogas NG and accepted by Flogas NG.

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

In consideration, and as a condition, of being connected to the Bord Gáis Networks distribution system in order to receive a gas supply and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), you hereby accept and agree to be bound by the terms and conditions under which a connection to the Bord Gáis Networks distribution system is provided and operated. These terms and conditions, called the Gaslink, BGN Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points, are available at www.gaslink.ie and www.bge.ie/networks or by contacting Bord Gáis Networks at 1850 20 06 04 and are entered into between you and Bord Gáis Networks, acting as the agent for and on behalf of Gaslink as and from the date of this Agreement.

4. Gas Supply By Flogas NG

Flogas NG shall sell and supply gas to the Customer at the Specified Premises for the duration of this Agreement subject to the conditions herein contained and at the price or charge. This Agreement and the supply of gas under this Agreement shall only be terminated in accordance with Conditions 12 and/or 14.

The actual quantity of supplied gas consumed by the Customer shall be determined by periodic meter readings.

5. Gas Charges

The price payable by the Customer for gas supplied by Flogas NG is set out in the Flogas Tariff Structure published by Flogas NG from time to time, and available by post from Flogas NG. Flogas NG shall be entitled to vary the price so charged at any time after notification to the Customer, either by the publication of an advertisement in the National Daily Newspapers or by sending notice thereof by post in a pre-paid envelope addressed to the Customer at the Specified Premises or at his place or abode or other address last known to Flogas NG.

6. Payment

a) The Customer shall pay Flogas NG for all gas consumed or passed through the Meter at the price prevailing during the period of such supply. Every account furnished by Flogas NG, including an estimated account shall be payable on the Payment Date specified in your Gas Bill and if not so paid, Flogas NG shall be at liberty to terminate this Agreement and disconnect the supply in accordance with Condition 14 and/or proceed in any manner for

the recovery of the amount due. Payments should be made to "Flogas Natural Gas" in accordance with the Customer Agreement Form.

- Accounts not paid within fourteen days of the Payment Date shall be liable for interest from the Payment Date at the rate of 2% per month.
- If required by Flogas NG at any time, the Customer shall furnish security (whether by way of deposit or guarantee as Flogas NG may require) for the payment of any monies which may from time to time become due under the Agreement. In the event that the customer fails to provide the requested security Flogas may at its discretion withdraw Natural Gas supplies.

7. Natural Gas

The gas supplied shall be natural gas but Flogas NG shall retain the right to change the supply to any other gas when same becomes available provided however that the Customer shall be notified of any consequent changes needed to the Appliances.

8. Gas Connection and Metering by BGN

- BGN shall be responsible for connecting all Customers to the gas pipe network, for installing all Meters, for maintaining all Customer connections and Meters and for disconnecting Customers from the gas pipe network.
- BGN shall determine the type and size of Meter to be supplied to the Customer from time to time, and its location on each Specified Premises.
- The meter so supplied shall remain the property of BGN and may be removed by BGN upon the termination of this Agreement.
- The Customer shall not interfere or permit any interference with the Meter, whether for repairs or for any other purpose whatsoever, without BGN's consent, and shall notify Flogas NG and BGN promptly of any defect therein observed or reasonably suspected or if any alteration or other attention thereto is required.
- The Customer shall at all times be solely responsible for safe custody of the Meter and shall reimburse BGN in respect of any damage thereto (including costs of removal and replacement, if any) from whatever cause including fire, accident, theft and malicious injury but excepting fair wear and tear.

9. Metering

- Your gas supply will be measured by metering equipment that will be installed and maintained in line with the relevant connection agreement which sets out the main terms for the connection of loads to the Bord Gáis Networks distribution system at your premises. Bord Gáis Networks staff, its agents or contractors will read the meters.

Equipment and Right of Access to your Premises

You agree, acknowledge and confirm that:

- All equipment and installations up to and including the gas meter belong to Bord Gáis Networks and must be kept at your premises and used in line with Gaslink or Bord Gáis Networks instructions;
- Pipework from the meter into your premises and your appliances connecting to it are your responsibility. Neither Gaslink nor Bord Gáis Networks accepts any responsibility for maintaining these;
- You must allow Bord Gáis Networks authorised personnel, agents or contractors entry to your premises to which gas is supplied for the purposes of reading, inspecting, disconnecting, locking or removing the meter or meters, and for all other purposes in connection with providing gas. Such entry to be permitted at all reasonable times and at any time in an emergency.

10. Meters, testing, correction of errors etc.

- The reading shown by the Meter will be prima facie evidence of the quantity of gas supplied to the Customer. The Customer may at any time require Flogas NG to have the Meter tested subject to paying (in advance) the estimate reasonable cost of the removal, replacement and testing. Any such payment shall be refunded to the Customer, if the said testing shows the Meter to have been registering incorrectly in favour of Flogas NG. Flogas NG may at any time at its own expense have the Meter tested. If any such test shows the Meter to be registering erroneously, then the amount charged for the gas shall be rectified in the manner prescribed in paragraph (d) hereunder.
- Should it be found that the quantity of gas supplied for any Consumption Period has been computed wrongly due to an error in the reading of the Meter, then the amount due by the Customer in respect of the said Consumption Period shall be adjusted accordingly by way of surcharge or allowance as the case may be, or alternatively a corresponding adjustment shall be made in respect of a succeeding Consumption Period.
- Where erroneous registration of a Meter is established, then (in the absence of fraud or of reasonable evidence as to when the error first arose) such error shall be deemed to have first arisen as from the commencement of the then last preceding Consumption Period.
- Subject to any applicable statutory provision, in the event of a Meter ceasing to register or of reasonable evidence indicating that a Meter is or may be registering erroneously, then such Meter shall be replaced and the average daily consumption subsequently ascertained through the replacement Meter for a reasonable period (to be determined by BGN, but being not less than one week and not more than the Consumption Period) shall be the basis of estimating consumption in the manner provided hereafter over the period of error determined in accordance with paragraph (c), that is;
 - In respect of the Consumption Period during which the replacement Meter was installed, the gas consumed from the beginning of the said Consumption Period to the date of such installation shall be computed at the average daily rate of consumption ascertained through the replacement Meter during the residue of that Consumption Period.
 - In respect of the preceding Consumption Period, the registered consumption thereof shall be ratably adjusted to the aforesaid ascertained average daily rate in proportion to the gas registered, if any, during the corresponding periods of the previous twelve months and if none, or incomplete, then the adjustment shall be at the ascertained average daily rate, and the charges due in respect of gas consumed during the aforesaid periods shall be adjusted accordingly and any surcharge shall be due and recoverable in the like manner as gas charges are due and recoverable by Flogas NG.

GENERAL TERMS AND CONDITIONS *continued*

- e) Should the Customer require any Meter in the interval between normal reading dates, he shall pay Flogas NG the reasonable cost of same as advised by BGN.

11. Interruption or Variation of Supply

In the event that Flogas NG is unable to secure an adequate supply of gas due to industrial action, breaks, defects or restrictions in gas pipe network or any other cause outside the control of Flogas NG, then Flogas NG shall not be obliged to perform its obligations under this Agreement and shall not be responsible for any loss or damage sustained by the Customer in respect of any resulting failure by Flogas NG to supply gas to the Customer.

12. Safety Precautions

The Appliances shall be the exclusive responsibility of the Customer from date of installation and he/she shall be solely responsible for the care and maintenance of the Appliances. The Customer shall promptly at his/her own expense comply with all reasonable safety precautions notified or advised by Flogas NG and/or BGN as to the location, use and maintenance of the Appliances. Notwithstanding the foregoing, neither Flogas NG nor BGN shall have a duty under this Agreement to inspect the Appliances at any time.

13. Change of Occupier

On the sale, transfer, disposal, letting or other vacation of the specified gas point, the customer shall give Flogas NG not less than 7 days clear notice in writing or by phone of their desire to terminate this agreement, provided that a new account is opened by a new customer at the gas point **OR**

On the day of termination, either another supplier has already started to supply gas to the gas point **OR**

The gas point has been de-energised by BGN and the gas supply meter has been locked or disconnected.

If notice is not provided under the provision of terms section 13 the current registered customer will remain liable for all amounts due under this agreement relating to all gas consumption charges, pass through charges and any other charges which may fall owing at the specified premise point until the agreement has been terminated.

14. Limitation of Liability

In the event of any breach of this Agreement by Flogas NG, Flogas NG shall not be liable to the Customer for any indirect or consequential loss suffered by the Customer as a result thereof.

15. Termination

- a) In order to terminate this Agreement the customer must give Flogas Natural Gas 30 days clear notice in writing. The customer may not terminate the Agreement prior to the expiry of the contract duration period specified in the Customer Agreement Form.
- b) Flogas NG may terminate this Agreement and discontinue the supply of gas under this Agreement in the following circumstances:
- on the revocation by the Commission for Energy Regulation of the Flogas NG supply licence.
 - if the Customer shall be in arrears with any money due by him/her under the Agreement for a period of fourteen days.
 - if the Customer shall be or continue to be in breach of the conditions of the Agreement for a period of 30 days, having received notice of such breach from Flogas NG.
 - if Flogas NG consider that there is any risk of fire or explosion or injury to persons or property by reason of any defect or suspected defect in the supply pipe network, service pipe, Meter installation or the Appliances.
 - if the customer shall become bankrupt or enter into any arrangement or composition with his creditors or (being a limited company) shall go into liquidation or if a receiver or examiner is appointed, provided that termination according to this clause shall not prejudice any rights which Flogas Natural Gas have against the customer which occur at or before termination.
- c) 24 hours prior notice shall be given to the Customer by Flogas NG before disconnection except as otherwise provided in these Conditions or for safety requirements. Where the supply of gas is disconnected due to the Customer's default, the Customer shall pay Flogas NG all expenses incurred in the enforcement of these conditions and also the cost of disconnection and of subsequent reconnection, if any.

16. Finalisation of Account on Termination

On termination, all amounts at that time due and outstanding (including interest charges) to Flogas NG under this Agreement shall become due and payable. On termination, any credit at that time standing to the account of the Customer shall be promptly refunded to the Customer.

17. Discontinuance of Supply

Any meter supplied to you shall remain the property of Bord Gáis Networks and may be removed or disconnected by Bord Gáis Networks in the following circumstances:

- under instruction of your gas supplier;
- for safety;
- suspected interference reasons; or
- there is no active gas supplier at your premises.

18. Access to the Customer's Premises

In consideration of Flogas NG entering into this Agreement, the Customer grants to Flogas NG (and as required by BGN to BGN and BGN Engineers), free of charge, all the necessary rights of way and easements for the purpose of each supply, including all necessary facilities for laying, renewing and maintaining gas mains or services on the Customer's property. BGN Engineers shall be entitled to carry out any works on the ground or in the property of the Customer and the Customer indemnifies Flogas NG and/or BGN against any claims arising out of such works unless attributable to the negligence of BGN, BGN Engineers its servants or agents. Any such gas main on the service line shall remain the property of BGN which shall be entitled to connect other customers thereto and the rights thereby granted to BGN shall continue to subsist, in so far as same continue to be required, subsequent to the termination of the Agreement. BGN shall retain the rights to

wayleaves over such mains and services and the Customer shall not carry out any interference or any development adjacent to such gas mains or services without the permission of BGN and the fulfilling of any conditions made by BGN including the payment of the cost of any alterations which BGN may carry out to such gas mains and service. BGN will accept no liability and will not be responsible for any damage caused in the course of laying, renewing or maintaining gas mains or services including the making of any necessary openings to the walls of customers premises or otherwise howsoever. All connections to the Meter must be made by BGN Engineers and by no other person whatsoever. Flogas NG accept no liability for loss or damage caused by the actions or omissions of BGN, BGN Engineers or its servants or agents. Flogas NG retains at all times the right to access and inspect the Meter and to accompany BGN Engineers at any time while they are accessing or dealing with the Meter.

19. Disputes and Settlement Procedures

In the event of a dispute (including a complaint) between the Customer and Flogas NG arising under this Agreement, the parties shall use all reasonable endeavours to amicably resolve all issues comprising the dispute by entering into direct discussions. If the dispute or any issues remain unresolved within 10 days, either party can elect, by serving written notice on the other, to escalate the dispute and have the dispute resolved under the Dispute Resolution Procedures. The Dispute Resolution Procedures will, in keeping with the principles provided for in the EU Commission's Recommendations on resolution of consumer disputes (98/257/EC), provide for the prompt determination of the dispute by an independent third party which determination shall be binding on both parties. The Commission for Energy Regulation would be such an independent third party.

20. Variation of General Conditions

Flogas NG shall have the right at any time to amend vary or add to these General Terms and Conditions and any such variation, addition or amendment shall be binding on the Customer. These General Terms and Conditions for the time being in force shall be displayed in Flogas NG's principal office, in each public office of Flogas NG and on Flogas NG's website. In the event that any such variation, addition or amendment is not acceptable to the Customer, the Customer can exercise his/her right to terminate this Agreement under Condition 14(a), the unvaried terms and conditions applying during the seven day notice period.

21. Security and Emergency Arrangements

In the event of a gas network emergency, any leak or suspected gas leak or any significant deviation in the gas quality, or any instruction from BGN, Flogas NG may discontinue to supply gas to the Specified Premises and upon Flogas' instructions, which may be given by phone, the Customer shall immediately refrain from using his/her Appliances or consuming gas.

22. Death of a Customer

In the event of death of a Customer, the Customer's personal representative and/or the occupiers for the time being of the Specified Premises, shall be jointly and severally liable for any continued supply of gas to the Specified Premises or until this Agreement is terminated.

23. Notices

Any notice required to be served hereunder shall be deemed to have been served or received in due course by post if addressed to the Customer at the Specified Premises or addressed to Flogas NG at its principal office.

24. Records

Flogas NG shall not be obliged to keep or preserve the original documentation pertaining to or arising out of this Agreement (including this Agreement itself) but may keep copies of the same by using any electronic method of storing information and a legible copy of any such information so preserved shall be considered a true record thereof.

25. Customer Information

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

26. Data Protection

Flogas NG shall comply with applicable data protection regulations when dealing with Customer information received in connection with this Agreement.

Emergency Contact Numbers

BGN will be contactable twenty four (24) hours a day in the event of an emergency. BGN's emergency contact details as at the date of these terms and conditions are set out below, and any changes to these contact details from time to time will be made available on our website

BGN Emergency Contact Information:

Telephone LoCall: 1850 20 50 50

General Contact Details

You will be able to contact BGN on business days. For a comprehensive range of information regarding BGN, you can visit our website, currently at www.bge.ie/networks. Contact information will also be available on our website.

Emergency Line	1850 20 50 50
Safety Line	1850 79 79 79
All enquiries Business and Domestic	1850 20 06 94
Dial a Read	1850 42 77 32
Design Department	01 602 6463
Technical Department	01 602 1169

