

The Terms and Conditions for the connection of any property to the gas supply network operated by firmus energy (Distribution) Limited

1. Definitions and Interpretation

1.1 The definitions in these General Conditions shall have the following meanings:

"Agreement" means these General Conditions and the Connection Policy.

"Appliances" means all cookers, boilers, heaters and other appliances installed at the Property on the Connecting Party's side of the Meter.

"Authority" means the Northern Ireland Authority for Utility Regulation.

"Business Day" means a day other than a Saturday, Sunday or bank holiday in the Northern Ireland when banks in Belfast are open for business.

"Commissioning Supplier" means firmus energy (Supply) Limited.

"Company", "we", "us", "our", or "firmus energy" means firmus energy (Distribution) Limited (trading as firmus energy) or its successors or assigns.

"Company's side of the Meter" means everything from the Network up to and including the Meter, but excluding the Meter cabinet.

"Connecting Party", "you", or "your", means the person or company who enters into the Agreement with us for the connection of gas at the Property. If more than one person enters into the Agreement, then each person will be jointly and severally liable under the Agreement.

"Connecting Party's side of the Meter" means everything from the Meter through and into the Property, including the Meter cabinet.

"Connection Policy" means our distribution connection policy as amended from time to time, a copy of which is available on the Website and available upon request.

"Connection Works" means the connection of the Property to the nearest suitable gas main and installation of all necessary Equipment and a Meter cabinet to enable gas supply up to and including the Meter.

"Consumer Council" means the Consumer Council for Northern Ireland (contactable by calling 028 9025 1600, emailing info@consumercouncil.org.uk, visiting the website www.consumercouncil.org.uk, or visiting Floor 3, Seatern House, 28-32 Alfred Street, Belfast, BT12 8EN).

"Default Supplier" means firmus energy (Supply) Limited.

"Equipment" means the Meter and associated equipment and installations installed or to be installed at the Property, including, associated pipework, regulator, filters, valves, seals and mountings, in order to connect the Property to the Network.

"Gas Application Form" means the gas application form (distribution) signed by you.

"Gas Safe" means the organisation which provides an official list of gas engineers who are qualified to work safely and legally on gas appliances.

"Incentive Policy" means the terms and conditions applicable to any allowance provided by us to you relating to the Connection Works.

"Licence" means the licence granted to us by the Authority to convey gas within the relevant Network area.

"Meter" means the gas meter installed, maintained and owned by us to register the quantity of gas supplied to you at the Property and includes all main or subsidiary meters and such related fittings and piping installed therewith as may be required by the Supplier for the supply of gas, excluding the Meter cabinet.

"Meter Point" means the point(s) at which the meter measuring your gas consumption from the Network is located.

"Natural Gas Connection" means the connection between the Property and the Network up to and including the Meter.

"Network" means all gas plant owned, operated and utilised by us through which gas is delivered to a Meter Point.

"Network Emergency" means an escape, or suspected escape, of gas or where the circumstances are such that, in our opinion (a) the safety of the Network or any part of the Network is at risk, (b) the safe conveyance of gas by the Network is at risk, or (c) the gas conveyed by the Network is at such a pressure or quality as to constitute, when supplied to premises, a danger to life or property.

"Party" means any party to the Agreement.

"Property" means the premises which is, or will be, connected to the Network.

"Siteworks" means any works carried out in relation to the Natural Gas Connection.

"Supplier" means the person or body corporate who has been granted a licence to supply gas under Article 8(1)(c) of the Gas (NI) Order 1996 and has contracted with the occupier of the Property to supply gas to the Property.

"Website" means www.firmusenergy.co.uk.

1.2 The headings used in the Agreement are for convenience only and will not affect the interpretation of these General Conditions.

2. Commencement of Connection

New gas connections shall be dealt with in accordance with the Connection Policy.

3. Prices and Charges

3.1 The provisions of clauses 3.2 to 3.5 apply to new connections only.

3.2 You shall make payment for the Connection Works in accordance with the Connection Policy.

3.3 Where we have undertaken the Connection Works for you (a) at no cost to you (in circumstances specified in the Connection Policy), (b) at a discounted cost (firmus energy having contributed to the cost by granting you an allowance as more particularly noted on the connection charge quotation provided by us and subject to the terms of the Incentive Policy ("Allowance")) or (c) where you have contributed to the connection costs, and in any case you have not used gas during the first 12 months after the date of completion of the Connection Works or for any continuous period of 12 months thereafter (or otherwise in accordance with the terms of the Connection Policy or the Incentive Policy), we may require you to pay:

3.3.1 in the case of clause 3.3(a), the full costs of the Connection Works less any contribution to the connection costs already made by you (as though the circumstances specified in the Connection Policy as referred to above did not apply);

3.3.2 in the case of clause 3.3(b), the amount of the allowance noted on the Connection Charge quotation; and

3.3.3 any applicable disconnection costs.

Any such costs shall be noted on a disconnection invoice which you shall pay in full within 14 days of issue. Any late payment will be subject to interest in accordance with clause 3.6.

3.4 If we install or require access to Equipment which is below ground level, we shall ensure access to the Property is maintained and reinstatement is carried out in accordance with the Connection Policy.

3.5 Any Allowance is applicable for the first connection of the Property only. Reconnection of the Property is chargeable in accordance with the Connection Policy.

3.6 If you fail to pay any amount to firmus energy when due we may (a) charge you interest at the rate of 3% a year above the Bank of England's current base lending rate, such interest to be calculated

from the due date for payment until payment is made, (b) charge you all costs incurred in the recovery or attempted recovery of any overdue payments including, without limitation, a reasonable administration charge and any third party fees reasonably incurred, and/or (c) give you notice that we intend to terminate the Agreement in accordance with clause 5.3(c) below.

4. Changes to Terms and Conditions

We may from time to time vary, amend or replace these terms and conditions and the latest terms and conditions will be posted on our Website with any changes taking effect from the date that we post those changes on our Website, whether the Property is connected or not.

5. Termination of the Agreement

5.1 Subject to clause 8.1, the Agreement shall continue in effect from the Commencement Date until such times as it is terminated in accordance with this clause 5 or as otherwise contained in the Connection Policy.

5.2 The Agreement may be terminated by you arranging for the disconnection of the gas supply and removal of our gas apparatus through your chosen Supplier and paying all charges required to carry out such works. If you do not provide us with such notice then you shall remain liable under the Agreement until the date on which a new contract is entered into by the new occupier of the Property with firmus energy.

5.3 The Agreement may be terminated by firmus energy without notice (a) if you commit a material or persistent breach of the Agreement and, where capable of remedy, fail to do so within a reasonable time, (b) if the Licence is revoked, terminated or varied such that we are no longer entitled to convey gas to the Property, (c) if you fail to make any payment to firmus energy of any sum due and owing and continue to fail to pay such sum due after 30 days, or (d) if the Property is permanently disconnected from the Network in accordance with clause 6.5.

5.4 Termination of the Agreement, however arising, will be without prejudice to the rights and duties of either Party accrued prior to termination. The provisions of the Agreement which explicitly or implicitly have effect after termination will continue to be enforceable notwithstanding termination of the Agreement.

6. Safety, Maintenance and Emergencies

6.1 Where you suspect that there is an escape of gas (or that any Equipment is damaged and may result in an escape of gas), you must immediately call the Northern Ireland Gas Emergency number, 0800 002 001. We will, in so far as is reasonably practicable, take steps to inform you of any change in the above contact details prior to such change becoming effective. The up to date information will be displayed on our Website or on any subsequent correspondence or invoices received from us.

6.2 You shall comply with all requests from us requested where, in our opinion, action is required to avert or reduce danger to any person or property or to ensure the safe transportation of gas through the Network.

6.3 You shall, at all times, use gas in a proper, safe, and sensible way and in accordance with all applicable law, and shall not do anything, or allow anything to be done, which interferes with the supply of gas to the Property or any other connected premises. Failure to do so may result in disconnection of the Property without notice.

6.4 firmus energy is responsible for maintaining and repairing all gas pipes and other apparatus on the Company's side of the Meter. You must notify us of any defect in the Equipment or if any alteration or other attention is required.

6.5 You must not, and must ensure that no other person does, interfere or tamper with, misuse or damage the Equipment or the Meter cabinet. You are responsible for any theft or damage to the Equipment and the Meter cabinet (save in respect of natural wear and tear) and may be liable for criminal or civil proceedings in addition to the costs incurred by firmus energy or its agents for repairing or replacing the Equipment or the Meter cabinet. Further, you acknowledge that damage which compromises the integrity or safety of the Equipment may result in the Property being permanently disconnected from the Network without notice.

6.6 You are responsible for maintaining and repairing all gas pipes and other apparatus on the Connecting Party's side of the Meter. You must engage a Gas Safe registered organisation to undertake any maintenance or repairs.

6.7 You must provide firmus energy or anyone acting on its behalf, safe, unrestricted access to the Property at reasonable times (or at any time, in the case of a Network Emergency) to do anything required under or in connection with the Agreement (including, without limitation, installing, testing, maintaining or repairing the Equipment, meter reading, disconnecting or reconnecting the supply of gas to the Property or Siteworks) without charge.

6.8 If firmus energy is given a direction under any applicable law or by the Authority or any other regulatory body prohibiting or restricting the supply of gas to specified properties or persons, then, for so long as the direction is in force and so far as it is necessary or expedient for the purposes of, or in connection with, the direction, we are entitled to discontinue or restrict the conveyance of gas to the Property and you shall refrain from using, or restrict its use insofar as possible, of gas immediately on being told by us or the Supplier that you should do so.

6.9 For as long as any Network Emergency lasts, we will be entitled to stop conveying gas to the Property.

6.10 The Connecting Party must comply with all requests by the Company regarding the Natural Gas Connection or any related matters including, without limitation, for the purpose of avoiding or reducing danger to life or property, securing the safe transport of gas through the Network, or undertaking Siteworks, as soon as reasonably practicable.

6.11 We shall where practicable endeavour to consult you in respect of the positioning of the Meter at the Property. However, the Meter must be sited in accordance with applicable law. If you plan to commence any construction works at the Property which could affect the integrity or safety of the Equipment or the Network or the siting of the Meter, you must inform us as soon as reasonably practicable and, in any event, not less than 60 days prior to commencement of the works. Failure to comply with this clause 6.11 may result in the Property being disconnected from the Network if we determine that the works could present a risk to the integrity or safety of the Equipment or the Network or affect the siting of the Meter. In the event of disconnection, the Property will remain disconnected until we are satisfied that the risk has been resolved or mitigated against. You may be charged for any work undertaken by us in connection with this clause 6.11.

6.12 Whilst we may supply a Meter cabinet, you will own the Meter cabinet thereafter as it will form part of the fabric of the Property. Repairs and maintenance to the Meter cabinet are the responsibility of the owner of the Property. Anti-vandal covers and padlocks are available upon request at a charge as detailed in the Connection Policy.

7. Disconnecting the Property

7.1 The Property may be disconnected by us or our duly authorised officers or agents (a) where permitted or required by law or any relevant licence, code or agreement, (b) at the request of your chosen

Supplier or (c) in accordance with clause 6. We may charge you to reconnect your gas supply in accordance with the Connection Policy.

7.2 Where we are required to disconnect the Property or take such other action as is required for any reason of Network security, Network Emergency or to comply with any requirement of any applicable law or regulation, we shall not, to the fullest extent permitted by law, have any liability in respect of any loss or damage arising as a result.

8. Cancellation, Complaints and Compensation

8.1 Once the Gas Application Form has been signed you have 10 days from the date that a connection date is set by us to request in writing that the Agreement be cancelled. You will not be liable for any charges if your notice to cancel is received during this time unless work has already commenced, in which case you will be liable for all costs incurred by us or our agents.

8.2 If you are dissatisfied with any aspect of our service you may initiate our complaints handling procedure by writing or sending an audio tape to the Complaints Administrator, firmus energy, A4-A5 Fergusons Way, Kibbegs Business Park, Antrim, BT41 4LZ, emailing furtherinfo@firmusenergy.co.uk or calling 0800 032 4567. Any complaints you may have will be dealt with in accordance with our Code of Practice on Complaints Handling Procedure (available on our Website or by calling customer services on 0800 032 4567).

8.3 The Gas (Individual Standards of Performance) Regulations (Northern Ireland) 2014 ("Regulations") requires us to offer compensation to you should we fail to meet the standards of service we are required to achieve under these Regulations. Details of compensation and applicable refund arrangements are detailed in our Notice of Rights which can be obtained from our Website or will be provided to you upon request.

9. Liability and Legal Responsibility

9.1 Nothing in the Agreement excludes or limits liability for death or injury arising as a result of negligence. Nothing in the Agreement affects your legal rights as a consumer.

9.2 Subject to clause 9.1, you agree and acknowledge that:

9.2.1 firmus energy shall not be liable to you for loss arising from any breach of the Agreement, other than for loss directly resulting from such breach and which, at the date the 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 the Company; and

9.2.2 the amount or amounts for which firmus energy may be liable to you pursuant to clause 9.2.1 in respect of any event or circumstance or series of events constituting or resulting in a breach of a provision of the Agreement shall not exceed £1,000.

Subject to clause 9.1, you agree and acknowledge that firmus energy shall have no liability to you in respect of any loss or damage arising as a result of (a) your breach of the Agreement, (b) any failure of the transportation services provided by a network operator and (c) any interruption or variation in the supply of gas (as a result of anything contained in clause 11.1 or as a result of your own actions).

9.3 Subject to clause 9.1, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

9.4 We shall not be liable to you whether in contract or tort (including for negligence) for any loss or profits and for any indirect or consequential loss or economic loss whatsoever suffered by the other Party as a result of the services provided under the Agreement.

9.5 You shall be liable for the theft or damage of our Equipment installed on or about the Property, including that damaged by you or any third party and you must pay all resultant costs incurred by us repairing or replacing it or them. The Equipment we replace shall belong to us.

9.6 The owner of the Property, whether the Connecting Party or any subsequent owner of the Property, shall be bound by the Agreement for as long as the Property remains connected to the Network.

10. Data Protection

10.1 We may use your data collected under or in connection with the Agreement to (a) inform, where necessary, the Commissioning Supplier, Default Supplier or Preferred Supplier, as the case may be, that you will be connecting to the Network, (b) assist with the transfer of your account from one Supplier to another, (c) provide the services detailed in the Agreement, and (d) help detect or prevent crime, fraud or loss.

10.2 We may disclose your data to our group companies, agents and/or service providers, for the purposes referred to in clause 10.1 above, who are obliged to process your data solely in accordance with our instructions and to adhere to the data security standards required under data protection law.

10.3 firmus energy, its agents and/or service providers may, for the purposes of checking identification and credit worthiness search the files of credit reference agencies who will record the search.

11. General

11.1 Neither party shall be in breach of these General Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these General Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control ("Force Majeure"). 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. The Parties acknowledge that Force Majeure shall not release any Party from any obligation to pay amounts due under these General Conditions.

11.2 firmus energy will be entitled to transfer its rights and responsibilities under these General Conditions to another company who is entitled to convey gas to the Property without your consent. You may not transfer your rights or responsibilities under the Agreement without our prior written consent.

11.3 No waiver of any default or delay in enforcing rights under these General Conditions by any Party shall be construed as a waiver of any right or remedy.

11.4 Any notice we are required under these General Conditions shall be accepted by you as properly given if published on our Website, sent to the email address provided by you on the Gas Application Form or sent to the Property or such other address as you may notify to us. It is your obligation to ensure that all contact information provided to us by you is correct and up to date. Any notice you give to us under these General Conditions shall be accepted as properly given if delivered to the Customer Care Manager at firmus energy (Distribution) Limited, A4-A5 Fergusons Way, Kibbegs Road, Antrim, BT41 4LZ.

11.5 Save as otherwise provided in the Agreement, a person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

11.6 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

11.7 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Northern Ireland.