1 Definitions and Interpretation

1.1 The defined terms used in these General Conditions shall have the following meanings:

“Agreed Payment Method” means direct debit or electronic transfer (or such other payment method as may be specified by the Tariff or by firmus energy from time to time);

“Agreement” means your application to us for the supply of Gas (if any) which you have either signed or agreed on the telephone or online, together with these General Conditions, any Special Conditions and the Tariff but excluding, for the avoidance of doubt, the Connection Policy;

“Appliances” means all cookers, boilers, heaters and other appliances installed at the Supply Address on the Customer’s side of the Meter;

“Authority” means the Northern Ireland Authority for Utility Regulation or its successors or assigns;

“Business Day” means a day other than a Saturday, Sunday or public holiday in Northern Ireland when banks in Belfast are open for business;

“CCL,” “Climate Change Levy” means the tax on energy delivered to specific users in the UK as more particularly specified by HM Revenue and Customs from time to time;

“Conversion Works” means such works as are required to convert the Appliances at the Supply Address to operate on Gas;

“Customer” means any person or company who uses Gas supplied by us. If more than one person or company enters into the Agreement or uses Gas supplied by us, the term ‘Customer’ shall apply to each person or company and each will be jointly and severally liable to the Company under the Agreement;

“Deemed Contract” means such documents as are published by us and the compensation you could receive if we fail to deliver these standards.

“Enabling Legislation” means such documents as are published by us in accordance with the Gas (Guaranteed Standards of Service) Regulations (Northern Ireland) Order 2014 which explain the individual standards of performance you can expect from us and the compensation you could receive if we fail to deliver these standards.

“Guarantor” means any person who has agreed to provide a guarantee on behalf of the Customer in accordance with the terms set out in Article 2 of the Gas Order.

“Gas Safe Register” means such documents as are published by us in accordance with the Gas (Guaranteed Standards of Service) Regulations (Northern Ireland) Order 2014 which explain the individual standards of performance you can expect from us and the compensation you could receive if we fail to deliver these standards.

“Guaranteed Standards of Service” means such documents as are published by us in accordance with the Gas (Guaranteed Standards of Service) Regulations (Northern Ireland) Order 2014 which explain the individual standards of performance you can expect from us and the compensation you could receive if we fail to deliver these standards.

“HSE” means the Health and Safety Executive appointed by the United Kingdom government, the Northern Ireland Assembly or of the European Union which has jurisdiction over either firmus energy or you and any aspect of the subject matter of the Agreement;

“Connection Policy” means the agreement between the Network Operator and the owner of the property at the Supply Address for connection of the Meter Point at the Supply Address to the Network;

“Conversion Works” means such works as are required to convert the Appliances at the Supply Address to operate on Gas;

“Customer Council” means the Consumer Council for Northern Ireland whose registered office is situated at Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN (contactable by calling 02890 251 600, emailing info@ consumercouncil.org.uk, visiting www. consumercouncil.org.uk, or visiting its registered office);

“Commencement Date” means the earlier of: (i) the date on which we shall commence the supply of Gas to you; and (ii) the date on which you request us to supply Gas to the Supply Address;

“Company”, “we”, “us”, “our”, “firmus energy” means firmus Energy (Supply) Limited (whose registered company is 05369108 and whose registered office is situated at 6th floor, Old Jewny, London, EC2R 8DU) or its successors or assigns (as applicable);

“Conversion Works” means such works as are required to convert the Appliances at the Supply Address to operate on Gas;

“Deemed Contract Scheme” means the firmus energy scheme for determining the terms and conditions of its Deemed Contracts pursuant to condition 2.1 of the Licence;

“Deemed Contract Tariff” means the tariff applicable to a Deemed Contract, as specified by us from time to time;

“Default Supplier” means the Supplier who, in accordance with the requirements of the Network Operator, will supply an industrial or commercial customer with Gas. In the event that your chosen Supplier has failed to advise the Network Operator that it is your chosen Supplier, the Default Supplier will supply Gas to you for a minimum of 15 Business Days and continue to do so until your chosen Supplier registers the connection of the Meter Point at the Supply Address for connection of the Meter Point at the Supply Address to the Network Operator;

“Deemed Contract Scheme” means such documents as are published by us in accordance with the Gas (Guaranteed Standards of Service) Regulations (Northern Ireland) Order 2014 which explain the individual standards of performance you can expect from us and the compensation you could receive if we fail to deliver these standards.

“Equipment” means such works as are required to convert the Appliances at the Supply Address to operate on Gas;

“Gas Safe Registered” means such works as are required to convert the Appliances at the Supply Address to operate on Gas;

“Gas Safe Register” means such works as are required to convert the Appliances at the Supply Address to operate on Gas;

“Gas” means the gas per year (“General Conditions”);

“General Conditions” generally means all the laws and regulations applicable to any Deemed Contract, as specified by us from time to time.

“Gas (Guaranteed Standards of Service) Regulations (Northern Ireland) Order 2014” means such documents as are published by us in accordance with the Gas (Guaranteed Standards of Service) Regulations (Northern Ireland) Order 2014 which explain the individual standards of performance you can expect from us and the compensation you could receive if we fail to deliver these standards.

“Gas Safe Register” means such works as are required to convert the Appliances at the Supply Address to operate on Gas;

“Guaranteed Standards of Service” means such documents as are published by us in accordance with the Gas (Guaranteed Standards of Service) Regulations (Northern Ireland) Order 2014 which explain the individual standards of performance you can expect from us and the compensation you could receive if we fail to deliver these standards.

“HSE” means the Health and Safety Executive appointed by the United Kingdom government, the Northern Ireland Assembly or of the European Union which has jurisdiction over either firmus energy or you and any aspect of the subject matter of the Agreement;

“Connection Policy” means the agreement between the Network Operator and the owner of the property at the Supply Address for connection of the Meter Point at the Supply Address to the Network;

“Conversion Works” means such works as are required to convert the Appliances at the Supply Address to operate on Gas;

“Deemed Contract Scheme” means such documents as are published by us in accordance with the Gas (Guaranteed Standards of Service) Regulations (Northern Ireland) Order 2014 which explain the individual standards of performance you can expect from us and the compensation you could receive if we fail to deliver these standards.

“Guaranteed Standards of Service” means such documents as are published by us in accordance with the Gas (Guaranteed Standards of Service) Regulations (Northern Ireland) Order 2014 which explain the individual standards of performance you can expect from us and the compensation you could receive if we fail to deliver these standards.

“HSE” means the Health and Safety Executive appointed by the United Kingdom government, the Northern Ireland Assembly or of the European Union which has jurisdiction over either firmus energy or you and any aspect of the subject matter of the Agreement;

“Connection Policy” means the agreement between the Network Operator and the owner of the property at the Supply Address for connection of the Meter Point at the Supply Address to the Network;
in clause 8 of these General Conditions;

“Last Resort Supply Direction” means a direction given by the Authority to a Supplier requiring it to make available a supply of Gas to premises previously supplied by another Supplier;

“Licence” means any licence granted to us by the Authority for the supply of Gas, as may be amended from time to time;

“Meter” means the Gas meter (of any type) installed, maintained and owned by the Network Operator for the purpose of registering the quantity of Gas supplied to you at the Supply Address and includes all main or subsidiary meters (except where such subsidiary meter has been installed by the Customer) and such related fittings and piping installed therewith as we may require for the supply of Gas, but excludes the Meter cabinet (where applicable);

“Meter Point” means the supply meter point(s) at which Gas may be oftaken from the Network for the purposes of supplying Gas directly to the Supply Address;

“Natural Gas Connection” means the connection between the Supply Address and the Network up to and including the Meter;

“Network” means all Gas plant owned, operated and utilised by the Network Operator through which Gas is delivered to the Meter Point;

“Network Code” means the documents, as amended from time to time, so described and published by the Network Operator relevant to its Network pursuant to the relevant licence conditions granted to it under Article 8(1)(a) of the Gas Order;

“Network Emergency” means an escape, or a feared 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 significantly at risk;
   (b) the safe conveyance of Gas throughout any part of the Network is significantly at risk; or
   (c) the Gas conveyed throughout any part of the Network is at such a pressure or quality as to constitute, when supplied to premises, a danger to life or property;

“Network Operator” means the organisation licensed by the Authority to convey Gas to the Supply Address in accordance with Article 8 of the Gas Order. The current Network Operators in Northern Ireland are Firmus Energy (Distribution) Limited (company number 03576537), Phoenix Natural Gas Limited (company number NI032808) and SGN Natural Gas Limited (company number 08822715);

“Network Operator’s side of the Meter” means everything from the Network up to and including the Meter, but excluding the Meter cabinet;

“Party” means either party to the Agreement;

“Parties” shall be construed accordingly;

“Pass Through Charges” means all transportation and supply costs associated with the delivery of Gas to you including without limitation, transmission commodity, transmission capacity, distribution commodity, distribution capacity, Moffat commodity, Moffat capacity, overrun charges, UK transportation and shrinkage which are levied on us by the Network Operator together with any third party costs, charges, taxes, duties or levies (including CCL) wholly or partly related to supply and transportation of Gas to the Supply Address or which we are entitled or required to pass through to you provided that, in the case where such a charge, cost or tax does not relate exclusively to supply and transportation of Gas to the Supply Address or you, it shall be allocated to you by firmus energy in such manner as we in absolute discretion believe reflects the supply and transportation of Gas to the Supply Address or to you. Pass Through Charges shall also include any costs whatsoever incurred or payable by us (ii) for the disconnection of the Gas supply to the Supply Address together with all costs whatsoever incurred or payable by us for any subsequent reconnection of the Supply Address and (ii) as a result of the Network Operator or its authorised representatives or subcontractors responding to any unwarranted or vexatious request from a Customer for the provision of any service whatsoever and passing such charges on to us;

“PAWG” means pay-as-you-go in respect of a Meter which supplies Gas by requiring prepayment and may also provide for the repayment of a debt at a set rate;

“Price” means the price payable for the Gas supplied or deemed to be supplied under the Agreement, calculated in accordance with the Tariff together with the current price for any Pass Through Charges and the current price for any other standing charges, as such prices may be amended from time to time in accordance with this Agreement;

“reasonable and prudent operator” means a person, firm or body corporate seeking in good faith to perform its contractual obligations in accordance with the Agreement and in so doing exercising the degree of care, diligence and foresight reasonably and ordinarily exercised by a skilled and experienced operator engaged in the same type of undertaking or under the same or similar circumstances and conditions and any reference to the standard of a reasonable and prudent operator will mean such a degree of care, diligence, prudence and foresight as aforesaid;

“Registered Supplier” means the Supplier which is registered with the Network Operator as being the Supplier responsible for providing a supply of Gas to you at the Supply Address;

“Removal Charge” means the fee to cover the cost of removing the Meter and/or capping off the Gas Order and/or removing the Gas service at the Supply Address;

“Siteworks” means any works carried out by the Network Operator in relation to the Customer’s Gas connection;

“Special Conditions” means the specific conditions applicable to the Agreement as agreed in writing between firmus energy and you or which are contained in any special offer that has been made available to you (as applicable) including, without limitation, the form you submit to us in accordance with the terms of the special offer, any special tariffs, any document explaining the special offer and all conditions made available to you in connection with the special offer;

“Supplier” means a person or body corporate that has been granted a supply licence under Article 8(1)(c) of the Gas Order;

“Supply Address” means the premises occupied by you which is, or is to be, connected to the Network at the Meter Point;

“Tariff” means the relevant tariff published by us and selected by you or agreed between the Parties as being applicable to the Agreement; and

“Website” means www.firmusenergy.co.uk.

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

1.3 Reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a Party includes that Party’s personal representatives, successors or permitted assigns (where applicable).

1.5 A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.6 Any phrase introduced by the terms ‘including’, ‘include’, ‘in particular’ or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.7 A reference to ‘writing’ shall include email.

1.8 We shall not be required to keep or preserve the original documentation pertaining to or arising out of any agreement (including the Agreement itself) but may keep copies of the same by using any electronic method of storing information and a legible copy or a recorded electronic audio file (as appropriate) of any such information so preserved shall be considered a true record thereof.

1.9 Firmus energy, as your Supplier, arranges for delivery of Gas to the Supply Address. The Network Operator is responsible for the quality and continuity of your Gas supply as set out in the Connection Policy entered into by the Network Operator and you.

1.10 If you are elderly, have a disability or are chronically ill, we may have special services which apply to you. Please see our Codes of Practice for further details, copies of which are available on our Website or by contacting Customer Services on 0800 032 4567.

2 Agreement to Supply

2.1 We shall supply the Customer with Gas at the Supply Address (or procure that a third party provides any services associated with the supply of Gas (as applicable)) subject to the terms and conditions of the Agreement.

2.2 Our obligation to supply Gas to the Supply Address is conditional upon the following:

2.2.1 firmus energy having the requisite authority to supply Gas to the Supply Address under the Enabling Legislation;
2.2.2 firmus energy agreeing to accept your request for supply whether such request is (i) set out in a Gas application form or written contract or by telephone or online application with firmus energy or the Network Operator or (ii) evidenced by your use of Gas supplied by us at the Supply Address;  
2.2.3 the Supply Address being connected to the Network;  
2.2.4 all necessary Equipment being installed at or available at the Supply Address;  
2.2.5 where necessary, firmus energy or the Network Operator making a successful credit and identification check on you and, where applicable, the Guarantor;  
2.2.6 where required by us to do so, you providing us with the security as more particularly detailed in clauses 6 to 8;  
2.2.7 where applicable, you having paid any outstanding charges owed by you to us or your previous Supplier (as the case may be);  
2.2.8 you having paid a connection charge (where applicable);  
2.2.9 where deemed necessary by us in our absolute discretion, a PAYG Meter being installed; and  
2.2.10 where applicable, you providing us with an opening Meter reading.  
2.3 We may refuse to supply Gas to you at the Supply Address where:  
2.3.1 you have not complied with any of the provisions of clause 2.2 when requested to do so by firmus energy;  
2.3.2 an agreement to supply Gas to the Supply Address already exists;  
2.3.3 where applicable, your existing Gas Supplier prevents us from supplying Gas to you;  
2.3.4 your Gas supply has been disconnected by firmus energy or its authorised representatives or your previous Supplier and there is no obligation on us to resume supply;  
2.3.5 we are required or entitled to by the Department of Enterprise, Trade & Investment, the Authority, the Network Operator or any Enabling Legislation;  
2.3.6 metering arrangements and/or equipment provided are deemed to be unacceptable;  
2.3.7 you have not provided, to the satisfaction of firmus energy, proof of your identity;  
2.3.8 you have refused to accept our payment terms;  
2.3.9 you are in breach of any condition of this Agreement; or  
2.3.10 we have reason to believe that the supply of Gas to you may result in danger to life and/or property, including but not limited to as a result of Meter tampering or other interference with the supply of Gas or Equipment.  
2.4 At the time of entering into this Agreement with us you warrant that you are the owner or occupier of the property at the Supply Address and, inter alia, have the power and authority to enter into the Agreement and, where applicable, to grant permission to firmus energy or any Gas supply agreement that you have with your current Supplier.  
2.5 You warrant that you will take care to ensure that the Meter and other Equipment installed at the Supply Address is at all times protected, kept in safe condition, not damaged, stolen, subject to Meter tampering or otherwise interfered with or neglected by you or any other person whether accidentally or deliberately and whether with or without your knowledge and/or consent, as more particularly detailed in clause 1.5 below.  
2.6 You warrant that you will ensure that the Meter will at all times be in a safe, secure and weatherproof position. If it is not, you must agree a suitable position with the Network Operator and arrange for the Meter to be moved. You will be liable for any charges incurred by us in respect of any repositioning of the Meter or water damage to the Meter.  
2.7 If we already supply you at the Supply Address, these General Conditions shall replace any previous agreement for the supply of Gas by us to you.  
2.8 You give us authorisation to request:  
2.8.1 all relevant information relating to the Meter Point from the Network Operator; and  
2.8.2 your account information (including, without limitation, details of any outstanding debt from your previous/current Supplier, together with such further information as may be necessary to commence the supply of Gas to the Supply Address as that installed at the Supply Address).  
2.9 Save as otherwise provided in this Agreement, the maintenance and repair of all Equipment and installations on the Network Operator’s side of the Meter belong to the Network Operator and shall be the responsibility of the Network Operator.  
2.10 For the avoidance of doubt, whilst the Network Operator may supply the Meter cabinet, repairs and maintenance to the Meter cabinet shall be the responsibility of the Customer. You hereby agree that we shall have no liability to you in respect of the Meter cabinet.  
2.11 You shall procure that all Equipment and installations are used in accordance with this Agreement and the applicable Network Code (or any other instructions or conditions given by us or the Network Operator from time to time).  
2.12 Ownership, risk and title of the Gas supplied to the Supply Address passes to the Customer at the outlet of the Meter. The outlet of the Meter is the pipework on the Customer’s side of the Meter.  
2.13 The Gas supplied by us may not be resold by you in any form and you shall not use such Gas for any improper purpose.  
2.14 Where you are not using a PAYG Meter, we will endeavour to determine how much Gas we have supplied to you by reading the Meter at the Supply Address at least once a year. We may base our charges on the volume of Gas recorded by the Meter. We reserve the right to estimate your Gas usage. We have a right of access to inspect your Meter pursuant to the provisions of our Licence. You must make sure that firmus energy, the Network Operator, and their employees or agents, can safely and easily access the Meter to read it. Where entry is not granted, we will apply to the appropriate court for a warrant to enter your home for the purpose of obtaining an accurate Meter read in accordance with the provisions of our Licence and the Gas Order. You will be responsible for all costs incurred in this regard.  
2.15 Where we have not provided a Meter reading following our request or we are unable to read your Meter for any reason whatsoever we reserve the right to estimate how much Gas we have supplied to you, including but not limited to, estimating your Gas usage based upon historic use or by using the weighted average annual quantity for the same type of Meter as that installed at the Supply Address.  
2.16 The following provisions of this clause 2.16 apply to the supply of non-domestic customers:  
2.16.1 Gas will normally be supplied to the Meter at a pressure of 21mbar. However, in exceptional circumstances and subject to the Network Operator confirming that it is viable to do so, it may be supplied at an elevated pressure.  
2.16.2.2 We do not guarantee the continued availability of elevated pressure in excess of 21 mbar.  
3 Ending the Agreement  
3.1 The Agreement shall continue in effect from the Commencement Date until such times as it is terminated in accordance with this clause 3.  
3.2 Save as otherwise provided in this Agreement, where any applicable Special Conditions specify a minimum fixed term, the Agreement shall continue for that fixed term (and thereafter where you continue to burn Gas supplied by us at the Supply Address) and any notice provided under clause 3.3.1.2(a) shall expire on a date that is no earlier than the end of the fixed term.  
3.3 The Agreement may be terminated:  
3.3.1 by the Customer:  
3.3.1.1 where you are a domestic customer, by:  
(a) providing us with reasonable written notice within 10 Business Days of the Commencement Date (if a supply of Gas has previously been taken at the Supply Address); or  
(b) providing us with reasonable written notice at any time up to 10 Business Days prior to the Supply Address being connected to the Network (if a supply of Gas has not previously been taken at the Supply Address) (the “Cooling-off Period”);  
3.3.1.2 save as otherwise provided in these General Conditions, where you are a domestic customer, following expiry of the Cooling-off Period or, where you are a non-domestic customer, at any time after the Commencement Date (subject to clause 3.2):  
(a) providing us with 28 days’ written notice; or  
(b) providing us with 2 Business Days’ notice that you no longer own or occupy the Supply Address, together with a final actual Meter reading for the Supply Address. If you do not provide us with such notice or a final actual Meter reading then we shall continue supplying Gas to the Supply Address and you shall remain liable for all applicable charges until the earlier of:  
(i) the date of the next Meter reading; or  
(ii) the date on which a new contract is entered into by the new occupier of the Supply Address with us or another Supplier; or  
3.3.1.3 within 21 days where we have proposed a variation to these General Conditions and you do not wish to accept the variation. However, if you continue to use Gas supplied by us following termination, these General Conditions (as amended) shall apply.  
3.3.2 by the Company:  
3.3.2.1 without notice if:  
(a) you commit a material or persistent breach of the Agreement and, where capable of remedy, fail to remedy such breach within 28 days (or such other period as we may agree);  
(b) you suspend, or threaten to suspend, payment of your debts as they fall due or admit inability to pay your debts, become bankrupt, insolvent, make any voluntary arrangement with any of your creditors, if a receiver or administrator is appointed over any part of your business or property or you go into liquidation;  
(c) our Licence is revoked, terminated or varied such that we are no longer entitled to supply
7 Conditions and, in particular, clause 9 shall apply notwithstanding termination of the Agreement.

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

3.6 If you continue to use Gas at the Supply Address after this Agreement has been terminated, the provisions of these General Conditions and, in particular, clause 9 shall apply together with the provisions of the Deemed Contract Scheme.

3.7 If you do not provide the required notice in accordance with clause 3.3.1 above, you shall remain liable for all sums owed under this Agreement until the date of termination. We will estimate your final meter reading if you do not provide us with one.

3.8 Should you wish to reclaim any remaining credit on a PAYG Meter, a Meter exchange or Meter reset (as applicable) will be required in order to process a refund. A cost will be incurred for any Meter exchange and it will be deducted from the credit remaining on the Meter. If the cost of the PAYG Meter exchange exceeds the value of the credit, no refund will be issued. For details of the cost for the Meter exchange, please refer to the relevant Connection Policy as published by the Network Operator.

3.9 For the avoidance of doubt, if you request any service to be provided by us or offtake Gas supplied by us during the Cooling-off Period, you will be liable for all costs incurred by us in respect of same notwithstanding your right to cancel during this time.

3.10 If you have ended this Agreement because you have moved out of the Supply Address but would like us to supply Gas at your new premises, please contact Customer Services on 0800 032 4567.

4 Siteworks

4.1 The provisions of this clause 4 apply to any Siteworks carried out at the Supply Address.

4.2 You may request the Network Operator to carry out Siteworks at the Supply Address or you may ask us to make this request on your behalf. Any request for a change of Meter payment type must be submitted by firmus energy to the Network Operator.

4.3 All quotations for Siteworks and any allowances will be provided by the Network Operator to us and we shall then provide the quotation to you. Any quotation will be valid for the period specified in the quotation and subject to the conditions stipulated in the quotation. If you have a query in relation to any of these charges or conditions you should contact us.

4.4 You must pay all charges for Siteworks in full prior to the commencement of any Siteworks. Until these charges are paid, we will not instruct the Network Operator to carry out any Customer requested Siteworks.

4.5 Requests to exchange a PAYG Meter for a credit Meter will be subject to a successful credit check and provision of appropriate security if required by us in accordance with clause 2.2.

4.6 Subject to paying the estimated cost of the removal, replacement and testing of the Meter in accordance with your request your Meter to be tested. Payment will be refunded to you if the testing shows the Meter to have been registering incorrectly in our favour. We reserve the right to have the Meter tested at any time.

4.7 You must give the relevant Network Operator (or when appropriate, us) all information reasonably required and do anything reasonably required to enable the Network Operator to carry out the Siteworks.

5 Billing, Prices and Charges

5.1 You agree to pay for the Gas supplied to you at the Price in accordance with our Tariff. We may change our published Tariffs from time to time. Our current published Tariffs are available on our Website or on request from Customer Services.

5.2 The parties hereby agree that, save in respect of the Meter, the register of the Meter shall be prima facie evidence of the volume of Gas supplied. You shall be charged for the number of kilowatt hours of Gas that are calculated, please contact the information provided by the Network Operator or the Gas supplier, as applicable as passing through the Meter, plus all relevant Pass Through Charges and other taxes, duties or levies imposed on the supply or consumption of Gas (as applicable at the date of the relevant invoice and which may vary from time to time).

5.3 Where we do not have an accurate Meter reading as a result of the Meter being tampered with or otherwise interfered with, your Gas usage shall be estimated as follows.

5.3.1 save as otherwise provided in this Agreement, where you have been our Customer for a period of 12 months or more prior to the Tamper Date, we will first estimate Gas usage based upon historic usage by you during the previous 12 month period immediately prior to the Tamper Date.

5.3.2 where we have reason to believe that your Meter has been tampered with or otherwise interfered with on at least one occasion during the period of 12 months immediately prior to the Tamper Date or where you have not been our Customer for at least 12 months, we shall estimate your Gas usage based upon the weighted average annual quantity by Meter type as determined by us; and

5.3.3 you agree that the estimate of Gas usage provided to you by firmus energy shall be final.

5.4 Where we do not have an accurate Meter reading for any other reason including, but not limited to, as a result of:

5.4.1 damage to a Meter (caused otherwise than by tampering or interference) or the Meter being inaccessible;

5.4.2 the Meter being found to be recording inaccurately (caused otherwise than by tampering or interference); or

5.4.3 error by firmus energy or its authorised representatives reading the Meter incorrectly or attributing a Meter reading to you where such Meter actually records Gas supplied to a third party customer, we shall base your invoice on a reasonable estimate of the amount of Gas you may have used. Our estimate of your Gas charges will take into consideration all relevant information available to us and, if necessary, we shall adjust the bill at the following Meter reading.

5.5 We are liable to pay certain monthly Pass Through Charges to the Network Operator for your connection to the network regardless of whether Gas has been offtaken at the Meter Point during the relevant month to which the Pass Through Charges relate and we shall fully reimburse us for all these Pass Through Charges incurred by us to firmus energy upon receipt of an invoice, notwithstanding that you may not have offtaken Gas during the relevant month.

5.6 VAT, CCL and all other applicable levies are not included in the Price and are charged (in addition to the Price) in accordance with the relevant legislation at rates directed by HM Revenue and Customs and are subject to change from time to time.

5.7 If reduced VAT levels are applicable, these will be applied on receipt of a completed VAT certificate. The onus for completing, updating and notifying us about changes to this certificate lies wholly with you.

5.8 CCL is chargeable on all non-domestic supplies and will be applied at the standard rate unless a completed CCL supplier certificate (form PP11) has been received by firmus energy from you. The onus for completing, updating and notifying us about changes to this certificate lies wholly with you.

5.9 We shall be entitled to charge an administration fee of obtaining any applicable VAT or CCL rebates following receipt of a certificate under clauses 5.7 or 5.8 where such certificate is received at any time after your first invoice date (such fee to be notified to you prior
to us calculating any rebate.

5.10 If you are not using a PAYG Meter, we shall invoice you in accordance with the Tariff (or as otherwise agreed between the parties) in respect of monies owed to us by you under the Agreement.

5.11 Invoices must be paid in full, without deduction or set-off, by the Agreed Payment Method to the Company’s bank account so that it is credited with the amount due no later than the 28th day of the month after which the invoice relates. You should allow 3 Business Days for your payment to be received.

5.12 The different ways in which you can pay for your supply of Gas due in accordance with the provisions of this Agreement are outlined on our Website. These include quarterly payment, payment by direct debit and payment using a PAYG Meter. We may specify the payment method to be used by you. 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.

5.13 If you fail to pay any amount when due, we may:

5.13.1 charge you interest on any overdue payments, at the rate of 3% a year above the Bank of England’s current base lending rate, or such other rate as may be calculated from the due date for payment until the date on which payment is made;

5.13.2 charge you all reasonable costs accrued in recovering or attempting recovery of any overdue payments including, without limitation, a reasonable administrative charge and all third party fees incurred;

5.13.3 charge you all reasonable costs (including internal and external costs and a reasonable administration charge) and/or enter the Supply Address (or such other property at which the PAYG Meter or equipment is located) to disconnect the supply and/or remove the Meter. We may also exercise the rights contained in clause 5.13.

5.14 Save as otherwise provided in this Agreement, if the information required for calculating an invoice is not available to us, we may make such estimates as are necessary to calculate such invoice, having regard to your Gas usage before and after the relevant billing period. Our estimate of the charges will take account of all relevant information available to us. If necessary, we will adjust your invoice after the next Meter reading if the estimate is found to be higher or lower than the actual charges applicable for the relevant billing period.

5.15 If a Meter is examined and found to register erroneously otherwise than in circumstances where the Meter is found to have been tampered or otherwise interfered with (and):

5.15.1 the error is one of over-registration, we shall make an allowance to you; or

5.15.2 the error found is one of under-registration, you shall be liable for the actual quantity of Gas used. Payment options may be available.

5.16 If you genuinely dispute any of the charges appearing on an invoice, you shall in any event pay the undisputed amount and any further undisputed invoices issued. We may require you to provide evidence of your right to debit your account with the balance (if any) in your next bill or statement.

5.17 You agree to pay any outstanding charges transferred or assigned to us by your previous Gas Supplier together with any reasonable administration charge notified by us to you. You agree to pay any outstanding charges appearing on an invoice, you shall in any event pay the undisputed amount and any further undisputed invoices issued. We may require you to provide evidence of your right to debit your account with the balance (if any) in your next bill or statement.

5.18 Any amounts paid by you in connection with the Agreement shall be applied against the monies owed by you to us in the order in which they become due.

5.19 If you have an account with us at any other premises, we may transfer any credit or debt between your accounts in order to recover any money that you owe to us.

5.20 We may, where deemed reasonable by us, following a Meter exchange in accordance with clause 7.1, apply any unpaid charges to your PAYG Meter to be recovered from you at a set rate in line with relevant legislation. A payment will therefore be made towards any outstanding balance each time you add credit to the PAYG Meter until such sum is paid to us in full.

5.21 If you are paying a debt owed to us via a PAYG Meter through an agreed schedule of instalments and do not make any payment as agreed, we may request immediate payment of the total outstanding amount together with our reasonable costs (including internal and external an administration charge notified by us to you. You agree to pay any outstanding charges appearing on an invoice, you shall in any event pay the undisputed amount and any further undisputed invoices issued. We may require you to provide evidence of your right to debit your account with the balance (if any) in your next bill or statement.

6 Security Deposit

6.1 The provisions of this clause 6 apply to any security deposit requested by us and provided by you as security for your payment obligations under the Agreement.

6.2 We may request a security deposit if:

6.2.1 you do not meet our credit criteria;

6.2.2 you fail to pay or are late in paying any amount due to us in accordance with clause 5;

6.2.3 you do not pay for Gas by way of direct debit; or

6.2.4 your conduct is such that we, acting reasonably, deem it appropriate to request a security deposit.

6.3 If you do not provide a security deposit when requested to do so (or, if no period is specified, within 14 days of the request being made), we may refuse to commence supply of Gas to you in or may disconnect your Gas supply and recover any costs reasonably incurred in connection with same from you (and any subsequent reconnection) in accordance with clause 5.13.

6.4 In addition to any rights we may have under the Agreement pursuant to clause 5.13, you agree that any security deposit held by us may be used to offset any unpaid monies due to us.

6.5 Any security deposit paid by you shall, to the extent not set off against any sums owed to you by us, be repaid.

6.5.1 within 28 days following 12 months (or such longer period as may be agreed where you are a non-domestic customer) of payment history acceptable to us.

6.5.2 as soon as reasonably practicable where we have ceased to supply you with Gas and you have paid all charges in relation to your account;

6.5.3 if a PAYG Meter is installed at the Supply Address in accordance with clause 7; or

6.5.4 by such earlier date as may be agreed by us following a request from you.

7 PAYG Meter

7.1 We may, with or without your consent, have your Meter replaced with a PAYG Meter as security for your payment obligations under the Agreement.

7.1.1 you do not meet our credit criteria;

7.1.2 you fail to pay or are late in paying any amount due to us in accordance with clause 5;

7.1.3 you do not pay for Gas by way of direct debit; or

7.1.4 your conduct is such that we, acting reasonably, deem it appropriate to request a security deposit.

7.2 We will request that the Network Operator replace your Meter with a PAYG Meter if requested to do so by you at any time if it is safe and practical to do so. You may be liable for any charges incurred.

7.3 The replacement of any Meter with a PAYG Meter shall be performed in accordance with the provisions of clause 4.

7.4 If using a PAYG Meter, it is your responsibility to look after the plastic card or other device provided to make payment, keeping it clean, safe and free from damage. You may be charged for the replacement of any such device if lost or damaged.

7.5 You will receive an annual statement detailing the supply of Gas throughout the year.
shall continue as if the payment, discharge, avoidance or reduction had not occurred and we shall be entitled to recover the value or amount of that security or payment. The Guarantor waives any right it may have of first requiring us (or any trustee or agent on the Guarantor’s behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Guarantor under this clause 8.

8.8 Until all amounts which may become payable by the Customer under or in connection with the Agreement have been irrevocably paid in full and unless we otherwise direct, the Guarantor shall not exercise any rights which the Guarantor may have from or against the Customer, a liquidator, an administrator, co-guarantor or any other person or body by reason of performance by the Guarantor of any obligation under this clause 8.

8.9 The obligations of the Guarantor shall be in addition to and independent of all other security which we may at any time hold in respect of any of the obligations of the Customer under the Agreement.

8.10 As an independent and primary obligation, without prejudice to the foregoing, the Guarantor unconditionally and irrevocably agrees to indemnify us and keep us indemnified from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by us and arising from failure of the Customer to comply with any obligation or discharge any of its liabilities under the Agreement or through any of the Customer’s obligations guaranteed by the Guarantor under this clause 8 becoming unenforceable, invalid or illegal (on any grounds whether or not known to us or the Guarantor).

8.11 Where the Customer defaults on the payment of any amount due and payable to us under the Agreement or arising from its termination, the Guarantor shall immediately on demand by us unconditionally pay such amount to us in the manner prescribed in the Agreement as if the Guarantor were the Customer.

9 Deemed Contracts

9.1 The provisions of this clause 9 apply to Deemed Contracts only and are in addition to the other provisions contained in these General Conditions which shall be deemed to apply (insofar as appropriate) to any Deemed Contract which comes into existence in accordance with clause 9.2.

9.2 A Deemed Contract shall come into existence if:

9.2.1 you receive a supply of Gas from us at the Supply Address and have not yet entered into a contract with us;

9.2.2 the fixed term referred to in clause 3.2 has expired and you have not entered into a further agreement for the supply of Gas to the Supply Address which renews or replaces the fixed term;

9.2.3 the Agreement is terminated in accordance with clause 3 but you continue to offtake Gas at the Supply Address.

9.3 A Deemed Contract shall commence on the date that Gas was supplied to the Supply Address (the “relevant time”) and shall continue until such time as:

9.3.1 it is terminated in accordance with the provisions of clause 3;

9.3.2 you enter into a written agreement with us for the supply of Gas to the Supply Address and supply commences; or

9.3.3 you enter into a contract with another Supplier for the supply of Gas to the Supply Address and supply commences.

9.4 Until such time as a Deemed Contract ceases to exist, you shall be liable to pay for any Gas supplied to the Supply Address and off taken at the Meter Point subject to the terms and rates set out in the Deemed Contract Tariff and references in these General Conditions to Tariff shall be construed accordingly. Followed a Deemed Contract ceasing to exist, you shall remain liable to pay for all Gas supplied to the Supply Address during the existence of the Deemed Contracts.

9.5 Where the Meter has not been read immediately prior to the relevant time, the reading on the Meter at the relevant time shall be taken to:

9.5.1 where you have taken a supply of Gas at the Supply Address pursuant to the terms of a contract with us or another Supplier immediately prior to the relevant time, the reading available at the last date of the Meter read; or

9.5.2 where you did not occupy the Supply Address immediately prior to the relevant time, the reading available from the first Meter read taken after the previous occupier left the Supply Address.

9.6 Clause 3.3.1.1 shall not apply to Deemed Contracts and clause 3.3.1.2 shall be construed accordingly.

9.7 The Deemed Contract Scheme shall also apply to any Deemed Contract.
11.5 You must not, and must ensure that no other person does, in any way interfere or tamper with, misuse, damage or neglect the Equipment or the Meter cabinet. You shall be responsible for damage to the Equipment (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 the Network Operator 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 Supply Address being permanently disconnected from the Network without notice.

11.6 You are responsible for the maintenance and repair of all Gas pipes and other apparatus on the Customer’s side of the Meter and for completion of any Conversion Works. You must engage an engineer who is Gas Safe Registered to undertake any such maintenance or repairs or Conversion Works. 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 the Customer’s side of the Meter.

11.7 You shall not, without our prior written consent or demand, disconnect, de-commission, install or connect any apparatus, appliances or apparatus, appliances or devices used or to be used in connection with the supply and use of Gas on the Customer’s side of the Meter.

12. Liability and Legal Responsibility

12.1 Nothing in the Agreement will exclude or limit the legal responsibility each Party has to the other for death or for personal injury to anyone as a result of that Party’s negligence. Nothing in the Agreement affects a domestic customer’s legal rights as a consumer.

12.2 Subject to clause 12.1, you acknowledge and agree that:

12.2.1 we 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 your property; and

12.2.2 the amount or amounts for which we may be liable to you pursuant to clause 12.2.1 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 in any year.

13 Data Protection

13.1 We use data relating to you (and the Guarantor, as applicable) which is collected under or in connection with the Agreement to:

13.1.1 set up, monitor and manage your account;

13.1.2 identify you when you make an enquiry or to contact you through mail, telephone or otherwise (as applicable);

13.1.3 set up and manage any security deposit or Guarantor required pursuant to clauses 6 and 8;

13.1.4 carry out the credit checks referred to in clause 2.2.3;

13.1.5 transfer your account to another Supplier when your account with us ends;

13.1.6 help administer any accounts, services and products provided by our group of companies now or in the future;

13.1.7 instruct agents in accordance with clause 5.1.6;

13.1.8 inform you about services and products which may be of interest to you (only where you have not opted out of receiving this information);

13.1.9 for market research and analysis or for demonstrating and testing computer systems; and

13.1.10 where we, or any other company in our group of companies, prevent and detect crime.

13.2 Where the Agreement is for a Domestic Supply, we may disclose your data (and the Guarantor’s data, as applicable) to our group companies, agents and/or service providers for the purposes referred to in clause 13.1 above. These group companies, agents and/or service providers 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.

13.3 We may disclose your data (and the Guarantor’s data, as applicable) to our group companies, agents and/or service providers for the purposes referred to in clause 2.2.3, the files of credit reference agencies who will record the search.

13.5 Throughout the course of your on-going relationship with us, you may from time to time speak to our employees or agents. Such communications may be recorded. We agree to keep the recorded information in the strictest confidence and to use the information solely for staff training/quality control purposes, for verifying your instructions to us, for evidence as may be required by us and for such other uses/disclosures as are referred to in the Agreement.

13.6 You (or the Guarantor, as applicable) have
14 General

14.1 Save as otherwise provided in this Agreement, this Agreement is personal to you and you may only transfer it to someone else with our written agreement.

14.2 Subject to the provisions of our Licence, we may, without your consent, assign or transfer all or part of our rights and subcontract any of our obligations under this Agreement.

14.3 We may change the terms and conditions of the Agreement by providing you with 21 days’ notice in writing (which shall include placing the updated Agreement on our Website). If you do not wish to continue with the Agreement, the updated Agreement will not take effect and the Agreement, in its unchanged form, will terminate 28 days from the date of receipt by the Company of your notification in accordance with clause 3.3.1.2(a) below. If you do not notify us within the 21 day notice period or fail to comply with the provisions of clause 3.3.1.2(a) within the 28 day notice period, the change will be applied to the Agreement without further notice.

14.4 A current copy of our General Conditions is available on our Website or by calling Customer Services on 0800 032 4567.

14.5 In the event of any conflict between the terms of these General Conditions and any Special Conditions, the Special Conditions shall take precedence unless expressly stated otherwise.

14.6 If either Party is, by reason of Force Majeure, unable wholly or in part to carry out any of its obligations under the 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:

14.6.1 the Party seeking relief under this clause;

14.6.2 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 clause 14.6.2; and

14.6.3 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 the absolute discretion of the Company in relation to the settlement of any labour dispute constituting circumstances of Force Majeure. The Parties acknowledge that Force Majeure shall not release any Party from any obligation to pay amounts due under the Agreement.

14.7 No waiver of any default or delay in enforcing rights under the Agreement by the Parties shall be construed as a waiver of any rights or remedies.

14.8 Any notices required under the Agreement shall:

14.8.1 in the case of the Customer, be delivered to the Supply Address, and

14.8.2 in the case of the Company, be delivered to the Customer Services Manager at firmus energy (Supply) Limited, A4-A5 Fergusons Way, Kilbegs Road, Antrim BT41 4LZ, or such other address as may be notified by one Party to the other Party from time to time. Any notice served under the Agreement shall be deemed to have been received:

14.8.3 if delivered by hand, at the time of delivery; or

14.8.4 if delivered by prepaid second class post, at 9 a.m. on the second working day following the day of posting; or

14.8.5 in the case of a notice sent by the Company to an email address the Customer has confirmed can be used for notices, at the time the email is sent.

14.9 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.

14.10 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. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

14.11 Each Party acknowledges and confirms that, in entering the Agreement, it has not relied on and shall have no right or remedy in respect of, any warranty, representation or undertaking (whether made negligently or innocently) other than as expressly set out in the Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

14.12 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Northern Ireland. Each Party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

To discuss any queries or issues (including alternative forms of communication) please contact Customer Services by calling 0800 032 4567. Please note that we will only deal with the named account holder for data protection purposes.