

Principal Changes to Terms and Conditions (T&Cs) of firmus energy Supply Ltd

Coming into effect 1st April 2016

Please note that our previous terms and conditions of supply had become outdated and did not reflect the issues which may be faced by firmus energy and its customers.

Defined terms in this document shall have the same meaning as in the T&Cs. For a full understanding of the T&Cs we also recommend that customers read the T&Cs fully. This brief summary of the principal changes made to the T&Cs in no way limits the full extent of the changes made. However, please see below a brief summary of the main changes effected by the T&Cs:

1. Definitions and Interpretation

- 1.1 A number of definitions have been added to the T&Cs so that the meaning of these terms is when used throughout the T&Cs is clear to all parties involved.
- 1.2 A number of interpretation provisions have also been included, for example, that a reference in the agreement to a party in the agreement includes that party's personal representatives, successors and permitted assigns.

2. Agreement to Supply

- 2.1 The T&Cs now set out all of the conditions that must be met before we are obliged to supply gas to our customers which includes completing an application form, completing a successful credit and identity check, providing a deposit (where appropriate), installation of a pay-as-you-go ("PAYG") meter (where required) and payment of all charges to your previous supplier.
- 2.2 Clause 2.3 of the T&Cs sets out the circumstances in which we may refuse to supply gas to our customers and includes where we have reason to believe that the supply of gas to our customers may result in danger to life and/or property.
- 2.3 Our customers warrant that they own or occupy the relevant property and will ensure that the meter and other equipment at the Supply Address is protected, kept in a safe position and not subject to meter tampering.
- 2.4 The T&Cs make it clear that the responsibility for the meter cabinet is with the customer.
- 2.5 The T&Cs reiterate that gas supplied by us may not be resold or used for any improper purpose.
- 2.6 The T&Cs make it clear that it is a Licence requirement that we read the meter at the property periodically. Our Licence provides us with rights of access to the property in certain circumstances. Where a customer refuses access, we will apply for a warrant to enter the premises.

3. Ending the Agreement

- 3.1 The T&Cs make it clear that a domestic customer may also terminate the agreement by providing 2 Business Days' notice (where they no longer own or occupy the supply address) or within 21 days of a proposed variation to the T&Cs.
- 3.2 The T&Cs provide the circumstance in which firmus energy may terminate the agreement, including where the customer has materially or persistently breached the agreement, the existence of a bankruptcy-related event, in case of emergency and where gas equipment has been interfered or otherwise tampered with.

4. Siteworks

4.1 These provisions have been added to allow for the fact that the customer may request siteworks (works carried out in relation to a customer's gas connection) to be carried out at the Supply Address.

4.2 Charges in respect of the Siteworks must be paid prior to the commencement of such works.

5. Billing, Prices and Charges

5.1 Save in the case of manifest error, the register of the meter shall be evidence of the value of gas supplied.

5.2 Where firmus energy do not have an accurate meter reading because the meter has been tampered or otherwise interfered with, the customer's gas usage will be estimated based on historic use or in line with the weighted average annual quantity by meter typed as determined by us.

5.3 Where Pass Through Charges are incurred by firmus energy from the Network Operator, the customer shall be liable to pay these charges.

5.4 Invoices must be paid without deduction or set-off no later than the 28th day of the month. Customers should allow 3 Business Days for payment to be received.

5.5 If a customer fails to pay any amount when due, we have certain rights, including to charge interest at the rate of 3% above the base rate of the Bank of England, charge in respect of all reasonable costs incurred by us, request a security deposit or switch to a PAYG meter.

5.6 The T&Cs make it clear that the customer is liable for the actual quantity of gas used.

6. Security Deposit

6.1 Further details have been provided as to when a security deposit may be requested by us.

7. PAYG Meter

7.1 Details have been provided as to the circumstances in which a customer's meter may be replaced with a PAYG meter.

7.2 If using a PAYG meter, it is the customer's responsibility to look after the plastic card. The customer will be charged for a replacement.

8. Guarantor

8.1 These provisions apply where a Guarantor is required in relation to a customer, for example, where the customer does not meet our credit criteria.

8.2 The Guarantor guarantees the due and punctual payment of monies owed by the customer and indemnify us in respect of any loss suffered in respect of that customer.

8.3 Where the customer defaults on the payment of any amount due and payable to us, the Guarantor assumes all the obligations of the customer under the Agreement as if the Guarantor was the customer.

9. Deemed Contracts

9.1 These provisions make it clear that the T&Cs also apply to Deemed Contracts and explain when a deemed contract comes into existence.

10. Guaranteed Standards of Service and Complaints

- 10.1 These provisions explain the Codes of Practice which we have in place and the process by which complaints may be made.

11. Safety, Maintenance and Emergencies

- 11.1 A customer must immediately report any gas escape.
- 11.2 The customer must at all times use gas in a proper, safe and sensible way and in accordance with all relevant health and safety legislation, and shall not do anything, or allow anything to be done, which interferes with the supply of gas to the Supply Address or any other connected property. This includes meter tampering.
- 11.3 If a customer plans to commence any construction works at the relevant property which may in any way affect the integrity or safety of the gas equipment or the siting of the meter, they must notify us as soon as reasonably practicable and, in any event, within 60 days of the commencement of the works. Failure to comply may result in the Supply Address being disconnected.

12. Liability and Legal Responsibility

- 12.1 These provisions set out the limit of liability of each party to the Agreement.

13. Data Protection

- 13.1 These provisions set out the circumstances in which we may use your personal data, including to set up, monitor and manage your account, to identify you when you make an enquiry, to set up and manage any security deposit and inform you about services and products.
- 13.2 Our customers data will not be held by us for longer than necessary.

14. General

- 14.1 In accordance with our Licence, we may assign or transfer all or part of our obligations under the Agreement.
- 14.2 We may change the T&Cs by providing you with 21 days' notice.

If you have any further details, please contact Customer Services on 0800 032 4567