

**General Terms and Conditions for the supply of natural gas by Firmus Energy (Supply) Limited (trading as “firmus energy”) to any customer (both domestic and non-domestic) who uses up to 732,000 kilowatt hours of gas per year (“General Conditions”).**



The following are the standard terms and conditions for the supply of Gas by firmus energy for any Customer using up to 732,000 kWh of Gas per year. These General Conditions apply to any Customer who is supplied up to 732,000 kWh of Gas under a Deemed Contract. These General Conditions are in addition to the prevailing Tariff and any terms and conditions specific to the service you have chosen (as amended from time to time).

firmus energy shall sell and the Customer shall buy Gas subject to, and in accordance with, these General Conditions.

## **1 Definitions and Interpretation**

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

**“Actual Meter Reading”** means a meter reading taken by us or on our behalf (but does not include a Meter reading taken by you or an estimated Meter reading;

**“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;

**“Codes of Practice”** means the codes required in accordance with our Licence governing (i) Bills and Statements, (ii) Complaints Handling, (iii) the Efficient use of Gas, (iv) Provision of Services for persons who are of Pensionable Age, Disabled or Chronically Sick, (v) Marketing, (vi) Payment of Bills (vii) Services for Prepayment Meter Customers and (viii) the Theft of Gas;

**“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;

**“Commissioning Supplier”** means the Supplier who, in accordance with the requirements of the Network Code, will supply a newly connected domestic customer with Gas for a minimum of 15 Business Days and continue to do so until your preferred Gas Supplier, if different, successfully registers the connection with the Network Operator;

**“Company”, “we”, “us”, “our”, “firmus energy”** means Firmus Energy (Supply) Limited (whose registered company number is 05369108 and whose registered office, as at the date of these General Conditions, is 1 Bartholomew Lane, London, England, EC2N 2AX), its successors and assigns;

**“Competent Authority”** means without limitation, any local or national or supranational agency, authority, department, inspectorate, minister, ministry, official, court, tribunal, regulatory body or public or statutory person (whether autonomous or not) of 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 in place with the Network Operator in respect of the connection of the Supply Address to the Network;

**“Consumer 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](mailto:info@consumercouncil.org.uk), visiting [www.consumercouncil.org.uk](http://www.consumercouncil.org.uk), or visiting its registered office);

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

**“Customer”** means: (i) any person or company who enters into the Agreement with the Company for the supply of Gas to the Meter Point; or (ii) 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;

**“Customer’s side of the Meter”** means everything from the Meter outlet through to the Appliances situated at the Supply Address, excluding the Meter but including the Meter cabinet (where applicable);

**“Deemed Contract”** means a contract between you and firmus energy for the supply of Gas pursuant to section 12 of the Energy Act (as defined below);

**“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 any 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 Gas Supplier, if different, successfully registers the connection with the Network Operator;

**“Enabling Legislation”** means any act of parliament, regulation, licence, rule or directive of a Competent Authority, regulating the supply of Gas in Northern Ireland, including the Gas Order, the Energy Act,

the Energy (Northern Ireland) Order 2003, relevant European directives and/or regulations, the Network Code and the Licence (each as may be amended or re-enacted from time to time);

**“Energy Act”** means the Energy Act (Northern Ireland) 2011 as may be amended or re-enacted from time to time;

**“Equipment”** means the Meter and associated equipment and installations installed or to be installed at the Supply Address to allow for the supply of Gas to the property at the Supply Address, including but not limited to associated pipework, regulator, filters, valves, seals and mountings in order to connect the Supply Address to the Network and measure and control Gas at the Supply Address;

**“Force Majeure”** means any occurrence or circumstance beyond the control of either Party resulting in or causing failure of a Party to fulfil its obligations under the Agreement, notwithstanding the exercise by that Party of the standard of a reasonable and prudent operator. Without limitation to the generality of the foregoing, it is acknowledged that any event or circumstance that qualifies as Force Majeure under the Connection Policy or the Network Code shall be deemed to be Force Majeure in the Agreement;

**“Gas”** has the definition given to it in Article 3 of the Gas Order;

**“Gas Order”** means the Gas (Northern Ireland) Order 1996, as amended from time to time;

**“Gas Safe Register”** means the official Gas registration body for Northern Ireland, as appointed by the Health and Safety Executive for Northern Ireland or its successors and assigns from time to time (as applicable);

**“Gas Safe Registered”** shall apply to each engineer on the Gas Safe Register;

**“Guaranteed Standards of Service”** means such documents as are published by us in accordance with the Gas (Individual Standards of Performance) Regulations 2014, as may be amended or re-enacted from time to time. These 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 clause 9 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 offtaken from the Network for the purposes of supplying Gas directly to the Supply Address;

**“Meter Card”** has the meaning given to it at clause 8.4;

**“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 suspected escape, of Gas or where the circumstances are such that, in the opinion of the Network Operator: (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 05375370), Phoenix Natural Gas Limited (company number NI032809) 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 and “Party” shall be construed accordingly;

**“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 relating 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 our 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 (i) 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;

**“PAYG”** 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 as approved by the Authority;

**“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;

**“Privacy Notice”** the privacy notice that applies in relation to the Company, as may be amended or replaced from time to time;

**“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;

**“Relevant Date”** means, in respect of any charges for the supply of Gas: (i) where such charges relate to the consumption of Gas, the date on which the Gas was consumed or can reasonably be estimated to have been consumed; and (ii) where such charges take the form of a standing charge or other form of charge that is not related to the consumption of Gas, the date on which such charges were accrued or, if earlier, in respect of which they are levied;

**“Removal Charge”** means the fee to cover the cost of removing the Meter and/or capping off the Gas service 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](http://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 and 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 from time to time.

**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 0330 024 9000.

## **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 completing 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 7 to 9;

**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 by us 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 to terminate 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 12.5 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 Gas to 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.

**2.9** Save as otherwise provided in the 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 of, and title to, 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 you 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** If your estimated Gas usage is subsequently determined to be incorrect and:

**2.16.1** the error is one of under-estimation, we shall make an allowance for you; or

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

**2.17** The following provisions of this clause 2.17 apply to the supply of non-domestic customers:

**2.17.1** Gas will normally be supplied to the Meter outlet at a pressure of 21mbar. However, in exceptional circumstances and subject to the Network Operator confirming that it is viable to do so, Gas may be supplied at an elevated pressure.

**2.17.2** 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 3.3.2 shall expire on a date that is no earlier than the end of the fixed term.

**3.3** The Agreement may be terminated by the Customer:

**3.3.1** 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");

**3.3.2** 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

**3.3.3** 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.

**3.4** If you do not give the necessary notice under clause 3.3 or attempt to terminate a fixed term contract, you will remain liable for all amounts due under the Agreement up to the date on which the Agreement may lawfully be terminated. We will estimate your final Meter reading if you do not provide one and you will be liable for all related costs incurred.

**3.5** The Agreement may be terminated by the Company:

**3.5.1** 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 Gas to the Supply Address; (d) the emergency response service or the Network Operator informs us, or we reasonably consider, that a Network Emergency exists and it is reasonable to terminate the Agreement; (e) you fail to make any payment to us on the date that it is due of any sum due under the Agreement; (f) you have interfered with, tampered with, misused or damaged the Equipment or have failed to ensure that another person does not interfere with, tamper with, misuse or damage the Equipment; (g) if you fail to pay any amount to us when due and subsequently fail to comply with any provision or part-provision of clause 6.15; (h) where applicable, you fail to ensure that all Conversion Works are completed within 10 days of the Commencement Date (in which case we will also be entitled to charge you a Removal Charge and any associated administration charges); (i) we require a PAYG Meter to be installed at the Supply Address and this has not been done (save where we are responsible for any failure to install the PAYG Meter); (j) we have requested a security deposit but we have not received it; (k) we have specified the payment method to be used by you but you do not pay by such specified method; or (l) you fail to pay all charges in respect of the maintenance and repair of the Meter or the Meter cabinet (where applicable);

**3.5.2** providing you with 28 days' written notice if entitled to refuse to supply Gas to the Supply Address; or

**3.5.3** automatically from the date that a Last Resort Supply Direction, given to an alternative Supplier, takes effect in relation to the Supply Address.

**3.6** Where the Tariff you have chosen includes a fixed term, you shall not terminate the Agreement prior to the expiry of such fixed term.

**3.7** 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.

**3.8** 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 10 shall apply together with the provisions of the Deemed Contract Scheme.

**3.9** If you do not provide the required notice in accordance with clause 3.3 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.

**3.10** 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 or Meter reset 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.

**3.11** 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.

**3.12** 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 0330 024 9000.

## **4 Switching**

**4.1** Switching to the Company may be subject to us receiving a successful credit check. Where you are switching to or from the Company, we may share your information with other relevant industry organisations based on agreed industry processes. We will also obtain and share information about you with your current Gas supplier, including details of any outstanding debt.

**4.2** If we take over your Gas supply you:

**4.2.1** authorise us to request information relating to your previous Gas Supplier and account and disclose this information to relevant parties as required by us;

**4.2.2** will provide us with an opening Gas Meter reading as at the Commencement Date or allow us and our sub-contractors access to obtain an opening Gas Meter reading at the Supply Address.

**4.3** As the owner or occupier of the Supply Address you:

**4.3.1** confirm that you have the authority to switch the Gas supply at the Supply Address to the Company and authorise the termination of your Gas supply agreement with your current Supplier; and

**4.3.2** authorise the Company to request relevant details about the Supply Address from the Network Operator.

**4.4** For certain PAYG meters, switching to the Company will be subject to you completing a switching process

on the Meter. It is the Customer's responsibility to complete this process and to contact the Company with any queries or to request additional time to complete the switching process. Failure to do so may result in the Supply Address reverting back to the previous Supplier.

## 5 Siteworks

**5.1** The provisions of this clause 5 apply to any Siteworks carried out at the Supply Address.

**5.2** 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.

**5.3** 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.

**5.4** 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.

**5.5** 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.

**5.6** Subject to paying the estimated cost of the removal, replacement and testing of the Meter in advance, you may at any time 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.

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

## 6 Billing, Prices and Charges

**6.1** 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.

**6.2** The parties hereby agree that, save in respect of manifest error, 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 (using 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).

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

**6.3.1** save as otherwise provided in this Agreement, where you have been our Customer for a period of 12 months or more prior to the date on which we believe the Meter tampering or other interference commenced ("**Tamper Date**"), we shall first estimate Gas usage based upon historic usage by you during the previous 12 month period immediately prior to the Tamper Date;

**6.3.2** where we have reason to believe that your Meter has been tampered 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

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

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

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

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

**6.4.3** you failing to provide a Meter read as required pursuant to any applicable online tariff; or

**6.4.4** 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 shall take into consideration all relevant information available to us and, if necessary, we shall adjust the bill at the following Meter reading.

**6.5** If your estimated Gas usage is subsequently determined to be incorrect and:

**6.5.1** the error is one of under-estimation, we shall make an allowance for you; or

**6.5.2** the error is one of under-registration, you shall be liable for the actual quantity of Gas used.



Payment options may be available.

**6.6** 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. You 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.

**6.7** 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.

**6.8** 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.

**6.9** 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.

**6.10** We shall be entitled to charge an administration fee for calculating any applicable VAT or CCL rebates following receipt of a certificate under clauses 6.8 or 6.9 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).

**6.11** 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.

**6.12** If your chosen payment option is incompatible with your existing Meter, please contact the Company to arrange for the Meter to be replaced. You may be liable for any charges incurred.

**6.13** 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.

**6.14** The different ways in which you can pay us 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.

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

**6.15.1** contact you via text, telephone call or email to remind you that your bill is overdue;

**6.15.2** charge you interest on any overdue payments at the rate of 3% a year above the Bank of England's base lending rate, such interest to be calculated from the due date for payment until the date on which payment is made;

**6.15.3** charge you all reasonable costs accrued in the recovery or attempted recovery of any overdue payments including, without limitation, a reasonable administrative charge and all third party fees incurred;

**6.15.4** charge you a reasonable fee in respect of any failed payment;

**6.15.5** notify you that we intend to terminate the Agreement in accordance with clause 3;

**6.15.6** require you to furnish a security deposit in accordance with clause 7.2 or retain any security deposit already provided;

**6.15.7** request that you change your method of payment to direct debit;

**6.15.8** exchange your current Meter for a PAYG Meter in accordance with clause 8.1;

**6.15.9** require you to nominate a Guarantor in accordance with clause 9.2 or seek payment from any Guarantor already nominated;

**6.15.10** cut off the supply of Gas to the Supply Address and charge you the costs for disconnection and (if applicable) reconnection of same (details of these charges are available on request); and

**6.15.11** pass your information on to debt recovery agents.

**6.16** 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.

**6.17** 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:

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

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

**6.18** 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 will credit or debit

your account with the balance (if any) in your next bill or statement.

**6.19** 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.

**6.20** 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.

**6.21** 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.

**6.22** We may, where deemed reasonable by us, following a Meter exchange in accordance with clause 8.1, 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.

**6.23** 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 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 6.15.

**6.24** If you have a PAYG Meter installed you shall allow us to calibrate, recalibrate or remove the PAYG Meter and Equipment at our absolute discretion.

**6.25** You may at any time request invoices to be provided to you by email, subject to you providing us with a valid email address. A copy of your invoice is also available via your firmus energy online account.

**6.26** You acknowledge that from time to time there may be an error on your invoice. We shall endeavour to ensure that any errors are corrected as soon as reasonably practicable following firmus energy becoming aware of such error. Save as otherwise provided in these General Conditions, you shall remain liable to pay all sums due and owing to firmus energy notwithstanding that an incorrect invoice may initially have been provided.

**6.27** We shall not, and shall not take any steps to, recover any charges for the supply of Gas to you at the Supply Address more than 13 months after the Relevant Date unless we have during such time sent an invoice or request for payment to you in relation to the charges or otherwise taken steps to recover the charges from you which has been, or will be, reflected

in your next statement from us.

**6.28** Clause 6.27 above shall not apply where:

**6.28.1** the recovery of, or steps taken to recover, the charges for the supply of Gas to you at the Supply Address occurred prior to 1 September 2020;

**6.28.2** we were unable to comply with clause 6.27 because either (i) we, or anyone acting on our behalf, have been unable to obtain an Actual Meter Reading at the Supply Address in respect of the period to which the charges relate, in spite of having taken all reasonable steps to do so, or (ii) you, or any other person(s) occupying the Supply Address, have unlawfully taken a supply of Gas or interfered with the Equipment at the Supply Address; or

**6.28.3** you are a non-domestic customer and the aggregate consumption of Gas at the Supply Address and any other Supply Address (if any) at which we give you a supply of Gas is more than 73,200 kWh calculated either (i) by reference to how much Gas has been consumed at the relevant Supply address(es) in the previous 12 months, or (ii) where such data isn't available, by reference to our estimate of Gas consumed that we have used to invoice you.

**6.29** You acknowledge that you are responsible for the use of Gas at the Supply Address, whether such Gas is used by you or any other person. You are also responsible for paying any Gas charges incurred and any other appropriate or associated charges incurred. We are also entitled to claim all or part of the money owed from any other person at the Supply Address who uses Gas supplied to the Supply Address.

**6.30** Please see our Code of Practice on Payment of Bills (Gas Supply) for further details on payment methods available, security, what to do if there are difficulties in making payments on time, and how to dispute an invoice (available on our Website or by calling Customer Services on 0330 024 9000).

**6.31** From time to time we may offer certain specified categories of customer's special Tariffs for a certain period of time to be determined by us at our absolute discretion. We shall have no liability to you where you have not availed of any other Tariff offered or you have chosen the incorrect Tariff or payment method for you.

## **7 Security Deposit**

**7.1** The provisions of this clause 7 apply to any security deposit requested by us and provided by you as security for your payment obligations under the Agreement.

**7.2** We may request a security deposit if:

**7.2.1** you do not meet our credit criteria;

**7.2.2** you fail to pay or are late in paying any amount due to us in accordance with clause 6;

**7.2.3** you do not pay for Gas by way of direct debit or

PAYG Meter; or

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

**7.3** 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 6.15.

**7.4** In addition to any rights we may have under the Agreement pursuant to clause 6.15, you agree that any security deposit held by us may be used to offset any unpaid monies due to us.

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

**7.5.1** where the Supply Address is a residential property only, within 28 days immediately following 12 months of payment history acceptable to us (unless it is reasonable for the Company to retain the security deposit);

**7.5.2** 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;

**7.5.3** if a PAYG Meter is installed at the Supply Address in accordance with clause 8; or

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

**7.6** For the avoidance of doubt, where the Supply Address is a non-residential property, the Company may retain your deposit for the duration of the Agreement (unless otherwise agreed in writing between the parties).

## **8 PAYG Meter**

**8.1** We may, with or without your consent, have your Meter replaced with a PAYG Meter as security for your payment obligations under the Agreement if:

**8.1.1** you do not meet our credit criteria;

**8.1.2** you fail to pay or are late in paying any amount due to us in accordance with clause 6;

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

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

**8.2** We will request that the Network Operator replace your Meter with a PAYG Meter:

**8.2.1** if requested to do so by you at any time if it is safe and practical to do so; or

**8.2.2** where you have commenced occupation of the Supply Address but have failed to notify us.

You may be liable for any charge incurred in accordance with clause 8.2.

**8.3** The replacement of any Meter with a PAYG Meter

shall be performed in accordance with the provisions of clause 5.

**8.4** If using a PAYG Meter, it is your responsibility to look after the plastic card or other device provided to you to make payment (“**Meter Card**”), keeping it clean, safe and free from damage. You may be charged for the replacement of any Meter Card if lost, stolen or damaged. Any credit contained on a lost, stolen or damaged Meter Card is like losing cash, it will not be refunded to you and the Company accepts no liability for this.

**8.5** PAYG Customers will not receive an invoice from us but will receive an annual statement detailing the supply of Gas throughout the previous 12 months.

**8.6** Should you wish to reclaim any 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 or Meter reset and it will be deducted from the credit remaining on the Meter.

**8.7** Please see our Code of Practice on Services for PAYG Meter Customers for further details of the use of PAYG Meters (available on our Website or by calling Customer Services on 0330 024 9000).

## **9 Guarantor**

**9.1** The provisions of this clause 9 apply to any Guarantor provided to us on behalf of the Customer to us as security for the Customer’s payment obligations under the Agreement.

**9.2** We may request a Guarantor if:

**9.2.1** the Customer does not meet our credit criteria;

**9.2.2** the Customer fails to pay or is late in paying any amount due to us in accordance with clause 6;

**9.2.3** the Customer does not pay for Gas by way of Direct Debit or PAYG Meter; or

**9.2.4** the Customer’s conduct is such that we, acting reasonably, deem it appropriate to request a Guarantor.

**9.3** If you do not provide a Guarantor 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 the Supply Address or may disconnect your Gas supply and recover from you any costs reasonably incurred in connection with same (and any subsequent reconnection) in accordance with clause 6.15 of this Agreement.

**9.4** In consideration of us supplying Gas to the Customer under the terms of the Agreement, the Guarantor unconditionally and irrevocably guarantees to us the due and punctual payment of all monies payable by the Customer under the Agreement or arising from any termination of the Agreement.

**9.5** If 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.

**9.6** The guarantee provided by the Guarantor is a continuing guarantee and shall extend to the ultimate balance of sums payable by the Customer under the Agreement, regardless of any intermediate payment or discharge in whole or in part.

**9.7** If any payment by the Customer, or any discharge given to us, is avoided or reduced as a result of insolvency or any similar event, the liability of the Customer and Guarantor 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 9.

**9.8** 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 9.

**9.9** 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.

**9.10** 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 9 becoming unenforceable, invalid or illegal (on any grounds whether or not known to us or the clause 9 becoming unenforceable, invalid or illegal (on any grounds whether or not known to us or the Guarantor).

**9.11** 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 assume all of the obligations of the

Customer under the Agreement as if the Guarantor was the Customer.

## **10 Deemed Contracts**

**10.1** The provisions of this clause 10 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 10.2.

**10.2** A Deemed Contract shall come into existence if:

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

**10.2.2** 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; or

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

**10.3** A Deemed Contract shall commence on the date Gas is supplied to the Supply Address (the "**relevant time**") and shall continue until such time as:

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

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

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

**10.4** 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. Following 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 Contract.

**10.5** 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 be:

**10.5.1** 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 date of the last Meter read; or

**10.5.2** 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.

**10.6** Clause 3.3.1 shall not apply to Deemed Contracts

and clause 3.3.2 shall be construed accordingly.

**10.7** The Deemed Contract Scheme shall also apply to any Deemed Contract.

## **11 Guaranteed Standards of Service and Complaints**

**11.1** In accordance with our Licence, we have in place Codes of Practice which set out our commitments to you in respect of service levels.

**11.2** If we have failed in our provision of any service to you, any refund or compensation due to you will be paid in line with our Guaranteed Standards of Service.

**11.3** Copies of our Guaranteed Standards of Service are available on our Website or by calling Customer Services on 0330 024 9000.

**11.4** Any complaints you may have will be dealt with in accordance with our Customer Code of Practice on Complaints Handling Procedure (available on our Website or by calling Customer Services on 0330 024 9000).

**11.5** If, having followed our complaints procedure, you remain dissatisfied, a domestic Customer may wish to contact the Consumer Council.

**11.6** Notwithstanding anything else in this clause 11, nothing shall prevent us or the Customer from referring any complaint to the courts of Northern Ireland.

## **12 Safety, Maintenance and Emergencies**

**12.1** 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, or such other number as may be notified to you from time to time.

**12.2** We will, in so far as is reasonably practicable, take steps to inform you of any change to the Gas Emergency number prior to such change becoming effective. In any event, the current information will be displayed on our Website and on your invoice.

**12.3** You shall, 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 premises.

**12.4** Save as otherwise provided in the Agreement, the Network Operator is responsible for maintaining and repairing all Gas pipes and other apparatus on the Network Operator's side of the Meter. You must notify the Network Operator of any defect in the Equipment or if any alteration or other attention is required.

**12.5** 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 any theft or 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.

**12.6** 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.

**12.7** You agree that you shall without charge allow us and our authorised representatives together with the Network Operator and anyone acting on their behalf, safe, unrestricted access to the Supply Address at reasonable times (or at any time, in the case of a Network Emergency) to do anything that is 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 Supply Address or Siteworks).

**12.8** If we are given a direction under any relevant legislation or by the Authority or any other regulatory body prohibiting or restricting the supply of Gas to any specified property or person, 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 supply of Gas to the Supply Address and you shall refrain from using, or restrict your use insofar as possible, of Gas immediately on being told by us that it should do so.

**12.9** Should we be required to disconnect, interrupt or discontinue supply of Gas to the Supply Address you shall refrain from using Gas immediately upon being notified by us that you should do so.

**12.10** For as long as any Network Emergency lasts, we will be entitled not to supply Gas to the Supply Address.

**12.11** You must immediately comply with all requests by us or the Network Operator regarding the supply

of Gas to the Supply Address 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.

**12.12** If you fail to comply with clauses 12.7 or 12.11 and this frustrates or delays payment for the Gas used by you, we will be entitled to treat this as neglect or refusal to pay under clause 6.

**12.13** If you plan to commence any construction works at the Supply Address which may in any way affect the integrity or safety of the Equipment or the Network or the siting of the Meter, you must inform us and the Network Operator of such works as soon as reasonably practicable and, in any event, not less than 60 days prior to commencement of the construction works. You shall adhere to the provisions of any direction given by us in respect of same. Failure to comply with this clause 12.13 may result in the Supply Address being disconnected from the Network if the Company or the Network Operator, upon becoming aware of the works and acting reasonably, 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 Supply Address will remain disconnected until the Company or the Network Operator is satisfied that the risk has been resolved or mitigated against. The Customer shall be liable for all Pass Through Charges and any other disconnection costs incurred or payable by the Company and all subsequent reconnection charges. You may be charged for any work undertaken by us or on our behalf in connection with this clause 12.13.

### **13 Liability and Legal Responsibility**

**13.1** Nothing in the Agreement will exclude or limit the legal responsibility each Party has to the other for causing the death or injury of someone as a result of that Party's negligence. Nothing in the Agreement affects a domestic customer's legal rights as a consumer.

**13.2** Subject to clause 13.1, you acknowledge and agree that:

**13.2.1** we shall not be liable to you for loss arising from any breach of this Agreement, other than 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;

**13.2.2** the amount or amounts for which we may be liable to you pursuant to clause 13.2.1 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 total.

**13.3** Subject to clause 13.1, you agree and acknowledge that we shall not be liable to you whatsoever or howsoever arising whether in contract, tort (including negligence) or otherwise for any direct, indirect or consequential or economic loss arising from:

**13.3.1** your breach of the Agreement;

**13.3.2** any failure of the transportation services provided by the Network Operator;

**13.3.3** any interruption or variation in the supply of Gas (as a result of anything contained in clauses 5, 12, 15.1 or 15.3, or as a result of your own actions);

**13.3.4** the Gas Connection; or

**13.3.5** the Siteworks or anything that occurs as a result thereof.

**13.4** Subject to clause 13.1, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

**13.5** We shall not be liable to you whether in contract or tort (including for negligence) for any indirect or consequential loss or economic loss suffered by you as a result of the services provided or the sale or supply of Gas under the Agreement.

**13.6** We have no liability in respect of, or in connection with, any failure of the services provided by, or any acts or omissions of, the Network Operator.

### **14 Data Protection**

**14.1** The Company is a data controller in relation to any personal information you provide to us in accordance with this Agreement.

**14.2** We will only use your personal information (and personal information relating to the Guarantor, where applicable) as set out in our Privacy Notice, available at [firmusenergy.co.uk/privacy](http://firmusenergy.co.uk/privacy). You can also obtain a copy of the Privacy Notice by contacting us on 0330 024 9000.

**14.3** From time to time, we may use your contact details to provide you with information on and/or offers of products or services which may be of interest to you. If you do not wish to receive such information, please inform the Company by:

**14.3.1** calling Customer Services on 0330 024 9000, emailing [DPO@firmusenergy.co.uk](mailto:DPO@firmusenergy.co.uk); or

**14.3.2** writing to Data Protection Officer, firmus energy (Supply) Limited, A4-A5 Fergusons Way, Kilbegs Road, Antrim BT41 4LZ.

### **15 General**

**15.1** 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.

**15.2** 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.

**15.3** 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 as a result of the change, you must notify us of this within this 21 day period. If you notify us that 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 3.3.2. If you do not notify us within the 21 day notice period or fail to comply with the provisions of clause 3.3.2 within the 28 day notice period, the change will be applied to the Agreement without further notice.

**15.4** A current copy of our General Conditions is available on our Website or by calling Customer Services on 0330 024 9000.

**15.5** 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.

**15.6** 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:

**15.6.1** the Party seeking relief under this clause 15.6 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 15.6.2, and

**15.6.2** 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.

**15.7** 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.

**15.8** If any part of the Agreement is found to be unenforceable, this will not affect any other part of the Agreement.

**15.9** Any notices required under the Agreement shall: **15.9.1** in the case of the Customer, be delivered to the Supply Address; and

**15.9.2** 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.

**15.10** Any notice served under the Agreement shall be deemed to have been received:

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

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

**15.10.3** 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.

**15.11** 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.

**15.12** 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.

**15.13** 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.

**15.14** 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).

**15.15** To discuss any queries or issues (including alternative forms of communication) please contact Customer Services by calling 0330 024 9000. Please note that calls will be charged at the same rate as standard landline numbers. Please note that we will only deal with the named account holder for data protection purposes.

