Deemed Contract Scheme

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DEEMED CONTRACT SCHEME

This is the Firmus Energy deemed contract scheme, created pursuant to section 12 of the Energy Act (Northern Ireland) 2011 (the "**Energy Act**"), for the purpose of determining the terms and conditions applicable to any contract which, by virtue of that section, are deemed to have been made, as more particularly detailed below (the "**Deemed Contract Scheme**").

This Deemed Contract Scheme shall apply to any Customer who uses up to 732,000 kilowatt hours of gas per year and is supplied gas by Firmus Energy under a Deemed Contract (as defined below).

Background

A. Section 12 of the Energy Act provides for a contract to be deemed to have been made between a gas supplier and the owner or occupier of the Supply Address in circumstances described at sections 12(1) and 12(2) of the Energy Act, namely where:

   (a) Firmus Energy supplies gas to a Customer otherwise than pursuant to a contract; and

   (b) the Customer takes a supply of gas which has been conveyed to the Supply Address by a gas conveyor, where that supply is not made by a gas Supplier or pursuant to an exemption under Article 7 of the Gas Order, and where a supply of gas so conveyed has been previously made by a gas Supplier.

B. Section 12(5) of the Energy Act requires the express terms and conditions of any Deemed Contract which applies to any Customer to be provided for in a scheme made in accordance with section 12 of the Energy Act.

C. Firmus Energy, pursuant to and in accordance with section 12(6) of the Energy Act, hereby makes the following Deemed Contract Scheme, for determining the terms and conditions which are to be incorporated into any Deemed Contract.

Definitions

"**Authority**"	means the Northern Ireland Authority for Utility Regulation or its successors or assigns (as applicable).
"**Customer**"	means a domestic or non-domestic customer who uses up to 732,000 kilowatt hours of gas per year.
"**Deemed Contract**"	means a contract between the owner or occupier of the Supply Address.
"**Firmus Energy**"	means Firmus Energy (Supply) Limited, whose registered company number is 05369108 and whose registered office is situated at 10th Floor, 5 Churchill Place, London, United Kingdom, E14 5HU or its successors and assigns (as applicable).
"**Gas Order**"	means the Gas (Northern Ireland) Order 1996.
"**General Conditions**"	means the General Terms and Conditions for the supply of natural gas by Firmus Energy to any customer (both domestic and non-domestic who uses up to 732,000 kilowatt hours of gas per year, as may be amended from time to time.
"**Last Resort Supply Direction**"	means a direction given by the Authority to a Supplier in accordance with Article 21A of the Gas Order requiring it to make available a supply of gas to a Supply Address previously supplied by another Supplier.
"**Supplier**"	means a person or body corporate that has been granted a supply

	licence under Article 8(1)(a) of the Gas Order.
"**Website**"	means www.firmusenergy.co.uk.

General Provisions of the Firmus Energy Deemed Contract Scheme

1. This amended Deemed Contract Scheme comes into effect on 26 February 2016 (the "**Effective Date**").

2. This Deemed Contract Scheme applies where gas is supplied to any Supply Address by Firmus Energy otherwise than pursuant to the terms of a contract between the Customer and Firmus Energy.

3. Where any Customer is deemed to have contracted with Firmus Energy pursuant to this Deemed Contract Scheme, save as otherwise provided in the General Conditions, the General Conditions shall apply to any supply of gas to that Customer at the Supply Address.

4. A Deemed Contract shall commence on the date that the Customer takes a supply of gas which has been conveyed to the Supply Address by Firmus Energy ("**Commencement Date**").

5. Where a meter reading has not been provided immediately prior to the Commencement Date in respect of a Supply Address, Firmus Energy shall, acting reasonably, estimate the consumption of gas at the Supply Address until such time as an accurate meter reading is obtained.

6. Where a Customer intends the Supply Address to be supplied with gas under a contract agreed with Firmus Energy or any other gas Supplier, the Deemed Contract shall continue to have effect until Firmus Energy or such other gas Supplier commences the supply of gas to the Supply Address under such a contract.

7. Save as otherwise provided in the General Conditions, a Deemed Contract shall terminate on the earlier of the date on which:

   (a) the Customer enters into a contract (other than a Deemed Contract) with Firmus Energy or any other Supplier;

   (b) the Customer ceases to use the supply of gas conveyed to the Supply Address by Firmus Energy; or

   (c) a Last Resort Supply Direction, given to an alternate Supplier, takes effect in relation to the Supply Address,

   (the "**Termination Date**").

8. In accordance with condition 2.1.7 of the Licence, where Firmus Energy supplies gas to a Customer at the Supply Address under a Deemed Contract, no termination fee or other compensation will apply solely as a result of the Customer terminating the Deemed Contract. However, the Customer shall remain liable for all consumption and other charges outstanding in respect of the Supply Address in accordance with the Deemed Contract and the General Conditions until such charges are paid in full.

9. Termination of a Deemed Contract, however arising, will be without prejudice to the rights and duties of the Customer and Firmus Energy accrued prior to the Termination Date.

10. Where a Customer is being supplied gas by Firmus Energy by way of a Deemed Contract pursuant to a Last Resort Supply Direction, paragraph 2.1.3 of the Licence shall not apply until such Last Resort Supply Direction ceases to have effect in respect of the Supply Address.

11. Pursuant to condition 2.1.8 of the Licence, Firmus Energy shall:

(a) comply with all of the obligations placed on it by this Deemed Contract Scheme and the General Conditions; and

(b) enter into a contract with the Customer as soon as reasonably practicable after commencement of a Deemed Contract.

12. With effect from the Effective Date, any previous scheme, terms or provisions (either express or implied) which relate to Deemed Contracts between Firmus Energy and the Customer for the supply of gas to the Supply Address are hereby revoked provided, however, that any Customer supplied pursuant to such previous scheme, terms or provisions shall continue to be supplied pursuant to this Deemed Contract Scheme.

13. A current copy of the Deemed Contract Scheme is available on our Website or by calling Customer Services on 0300 024 9000. Any copy of the Deemed Contract so requested by the Customer shall be provided by Firmus Energy within a reasonable time after receiving the request.

14. This Deemed Contract Scheme 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. The courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deemed Scheme 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 0300 024 9000.