

Natural gas fixed term contract



It helps if it's Bord Gáis Energy
01 611 01 01 | bordgaisenergy.ie



Natural gas for your home

These are our Gas Terms and Conditions of Supply for the fixed term product approved by the Commission for Regulation of Utilities. We also include our Privacy Notice for Gas Supply customers.

bordgaisenergy.ie

If you need any further help
or advice please contact us:

Tel: 01 611 01 01

Fax: 01 611 01 02

Contact us at:

bordgais.ie/company/contact-us

Customer Service

Bord Gáis Energy

PO Box 10943, Dublin 2

For customers who are deaf or hard of hearing we offer live webchat on our website. Just look for the icon. Alternatively you can contact us through our Have a question? form on our website. You can also find us on Twitter @bordgaisenergy and Facebook Monday - Friday 8am - 5pm

Please note that to maintain the highest level of service, we may monitor and record calls.

Terms and Conditions of Supply for Residential Gas Customers

Fixed Term Contract

These are our standard conditions approved by the Commission for Regulation of Utilities. As a residential customer you will be deemed to have accepted these conditions and be bound by them from the time that you receive them, which will be fourteen days from the date that you sign up ("cooling-off period").

Bord Gáis Energy Limited is the Controller of your Personal Data. We now recommend that you read our Privacy Notice, to understand your data protection rights and how we collect and use your Personal Data. All of our Privacy Notices are located at www.bordgaisenergy.ie/dataprotection. The Privacy Notice which applies to our gas and electricity customers is located at www.bordgaisenergy.ie/docs/DataProtection/GasElecPrivacyNotice.pdf

The Privacy Notice does not form part of the contract between you and Bord Gáis Energy Limited.

1 Definitions

1.1 In these conditions the words below have the following meanings:

"Appliances" means all cookers, boilers, heaters and other apparatus which consume Natural Gas (including associated pipework) installed on the Premises beyond the Meter but does not include the Meter or any fittings and piping installed up to the Meter.

"Billing Period" means a period of one Month or two Months (depending on your tariff) in respect of which we will issue invoices to you under this contract.

"Bord Gais Energy" or "we" or "us" means Bord Gáis Energy Limited, a limited company incorporated in Ireland with company number 463078 and having its registered address at 1, Warrington Place, Dublin 2.

"Commission" means the Commission for Regulation of Utilities.

"Conditions" means the standard conditions of supply set out in this document.

"Connection Agreement" means the agreement between you and Gas Networks Ireland which governs the Natural Gas Connection. You may request a copy of this agreement from Gas Networks Ireland.

"Confirmation Letter" means a letter sent to you from us after you sign up to this Contract including details of your tariffs, any applicable discounts and any Commitment Period;

"Commitment Period" means a time period which you have accepted, as specified in your Confirmation Letter, during which you are a customer of Bord Gáis Energy for the Natural Gas Fixed Term Product;

"Contract" means the contract between you and us for the supply of Natural Gas.

"Deemed Contract" means a contract for the supply of electricity or Natural Gas under Section 16A of the Energy (Miscellaneous Provisions) Act 1995. A Deemed Contract is where a supply of energy (electricity or Natural Gas) is provided to a Premises in the absence of a contract for supply between a supplier that holds a licence and the owner or occupier of a Premises;

"Distribution System" means the system owned by Gas Networks Ireland and operated by Gas Networks Ireland on behalf of Gaslink for the distribution of Natural Gas around Ireland.

"Emergency Response Service" means the emergency response service designated by the Commission and operated for the purposes of receiving and responding to reports of actual or suspected Natural Gas emergencies including suspected leaks or explosions.

“FAR” (Forecasting, Allocation and Reconciliation) is a method of estimating gas consumption in the absence of an actual meter read. It is carried out by Gas Networks Ireland and is approved by the Commission.

“Gas card” means a computer readable card issued by us which will record your pre-paid Natural Gas credits and is inserted into your Pay as You Go Meter.

“Gaslink” means Gaslink Independent System Operator DAC, a designated activity company incorporated in Ireland with company number 447782 and having its registered address at Gasworks Road, Cork which has been appointed by the Commission as the licensed independent operator of Gas Networks Ireland Distribution System (and its successors and assigns).

“Gas Networks Ireland” means Gas Networks Ireland DAC, a designated activity company incorporated in Ireland with company number 555744 and having its registered address at Gasworks Road, Cork, Co Cork acting as agent for and on behalf of Gaslink (and its successors and assigns).

“GPRO” means the Gas Point Registration Office, a body run by Gas Networks Ireland which maintains the register of all gas meter points in Ireland;

“Gross Calorific Value” means the number of GigaJoules produced by the complete combustion at constant pressure of 1013.25 Millibars Absolute at fifteen (15) Degrees Celsius under standard gravitational force of one (1) cubic meter of Natural Gas at fifteen (15) Degrees Celsius with excess air at the same temperature as the Natural Gas, when the products of combustion are cooled to fifteen (15) Degrees Celsius and when the water formed by combustion is condensed to the liquid state and the product of combustion contain the same total mass of water vapour as the Natural Gas and air before combustion.

“Last Resort Supply Direction” means a direction given to a supplier

(the Supplier of Last Resort) by the Commission requiring it to make available a supply of Natural Gas to Premises previously supplied by another supplier.

“Licence” means the Licence to supply Natural Gas granted to us by the Commission.

“Meter” means the Natural Gas meter and related fittings and pipes installed by Gas Networks Ireland for the purpose of measuring the quantity of Natural Gas used by you on the Premises and includes any such meter or meters of any type supplied to you at any time at the Premises.

“Natural Gas” means any gas transported through the Natural Gas system.

“Natural Gas Connection” means the connection between the Natural Gas network and the Premises up to and including the Meter.

“Natural Gas Fixed Term Product” means a product offered by us from time to time for a supply of Natural Gas on a fixed term basis;

“Natural Gas Network” means all of the transmission and distribution pipelines used for the transmission, distribution and supply of Natural Gas to, from or within Ireland.

“Network Emergency” means an emergency endangering persons and/or property and arising from a deviation in gas pressure or gas quality in the network or any part of the network.

“National Gas Emergency Manager” means the person designated as such by the Commission who manages a Network Emergency.

“Premises” means

- (i) the premises specified in the application for Natural Gas supply completed by you; or
- (ii) such other premises as may be notified by you to us and accepted by us from time to time; or
- (iii) the premises occupied by you and supplied under a Deemed Contract

“Pay as You Go Meter” means the prepayment computerised meter through which Natural Gas may be pre-paid from us using a Gas card.

“Siteworks” means any works carried out by Gas Networks Ireland in relation to the Customer’s Natural Gas Connection and any other piece of work as set out in Gas Networks Ireland’ Siteworks charges as approved by the Commission, including but not limited to the provision, installation, repair, maintenance, locking, unlocking, disconnection or reconnection of the Meter or equipment used in the transportation and supply of Natural Gas.

“Special Services Customers” means customers who are particularly vulnerable to disconnection during the winter months for reasons of advanced age or physical, sensory, intellectual or mental health or as defined by the Commission from time to time.

“Tariff Structure” means our list of current tariffs and the pricing structure applicable to each.

“You” means you the customer who has entered into the Contract for the supply of Natural Gas to the Premises. Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Contract.

- 1.2** References in the Conditions to a document shall be references to such document as amended or replaced from time to time.

2 Sale and Supply

- (a) We will sell and supply Natural Gas to you at the Premises as a Natural Gas Fixed Term Product for the duration of the Commitment Period (as specified to you in the Confirmation Letter) or until the Contract is ended by either of us in accordance with Condition 12. We may issue you additional product specific terms and conditions in the form of a Confirmation Letter or otherwise depending on the particular product you have chosen. Together these Conditions and the Confirmation Letter form the Contract between us.
- (b) If you are an existing customer or a new customer of us, this Contract shall commence on the date that you sign up to this Contract.
- (c) If we do not already supply the Premises, we will begin supplying the Premises on the date the GPRO notifies us that we are the Supplier.
- (d) You can cancel your Contract within 14 days from the date you agreed to this Contract under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 by using the cancellation form on our website at www.bordgaisenergy.ie/cancellation-form or by contacting us in accordance with Condition 21 (“cooling-off period”).
- (e) In certain circumstances, you may require us, for whatever reason, to supply Natural Gas to you during the 14 day cancellation period (“cooling-off period”) set out above. In the event that you wish to cancel this Contract during the 14 days but following the commencement of our supply of Natural Gas to you, you agree to pay for all Natural Gas supplied to you up to the date of cancellation.
- (f) If you are providing information about other people on a joint application or otherwise, you must make sure they agree that we can use their information to do this. If you give us false or inaccurate information and fraud is identified, we will pass your details to credit-reference and fraud-prevention agencies.
- (g) It is a pre-condition of supplying our Natural Gas Fixed Term product that you satisfy a credit check (at our sole discretion).

3 Metering and Billing

- (a) The Natural Gas supply will be measured by the Meter and metering equipment that will be installed and maintained in line with the relevant Connection

Agreement which sets out the main commercial terms for the connection of loads to the Gas Networks Ireland's Distribution System at your Premises. Gas Networks Ireland staff, its agents or contractors will read the Meter.

- (b) In between readings of the Meter, estimations of your Natural Gas consumption may be made by Gas Networks Ireland in line with the FAR process. An estimated meter read will be calculated in line with the FAR process having regard to a number of factors including (but not limited to) prior Natural Gas usage at the Premises, the time of year and the nature of the Premises.
- (c) We will regularly send you bills for the Natural Gas that you use. Your bill may also include charges for services including but not limited to Siteworks charges, that we have supplied and will include VAT.
- (d) If you or we discover that any Meter reading has been inaccurate or omitted, or the readings have not been converted into charges correctly, you or we, as the case may be, must pay any money to us that is due at the date of the next bill, or when requested to do so by Bord Gáis Energy.
- (e) If we have not been able to get Meter readings for any reason, we will use estimated readings. You can also provide us with your own Meter reading by phoning 01 611 01 01.
- (f) If we supply Natural Gas to you but all or part of such Natural Gas supplied is not registered by the Meter (due to a fault or unauthorised interference or any other reason), you must pay an amount equal to the charge that would have been payable had the Meter or metering equipment been working properly.
- (g) Further information on your bill can be obtained in our code of practice on billing entitled "Billing & Disconnection" and may be obtained by contacting us in accordance with Condition 21.

4 Application of Terms and Conditions to your Connection for Natural Gas Supply

- (a) In consideration, and as a condition, of being connected to the Gas Networks Ireland Distribution System in order to receive a Natural Gas supply and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), you hereby accept and agree to be bound by the terms and conditions under which a connection to the Gas Networks Ireland Distribution System is provided and operated.
- (b) These terms and conditions, called the "Gas Networks Ireland Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points", are available at www.gasnetworks.ie or by contacting Gas Networks Ireland at 1850 200 694 and are entered into between you and Gas Networks Ireland, acting as the agent for and on behalf of Gaslink as and from the date of this Contract.

5 Access and Siteworks

- (a) All equipment and installations up to and including the Meter belong to Gas Networks Ireland and must be used in accordance with Gas Networks Ireland's instructions and terms and conditions. Bord Gáis Energy has no responsibility for maintaining the Meter or any metering equipment or associated pipe work. Pipe work from the Meter into your Premises and your appliances connecting to it are your responsibility. Neither Bord Gáis Energy nor Gaslink nor Gas Networks Ireland accepts any responsibility for maintaining these.
- (b) You must comply with any conditions given to you by Gas Networks Ireland or by the supplier on behalf of Gas Networks Ireland regarding the Natural Gas Connection or any related matters. A copy of Gas Networks Ireland's terms and conditions can be found on their website at www.gaslink.ie and www.bge.ie/networks or by phoning 1850 200 694;

- (c) We will transfer your data to Gas Networks Ireland (in accordance with our Privacy Notice) in order that they may perform services in relation to your Meter and Natural Gas connection.
- (d) You agree to be bound by any conditions given to you by Gas Networks Ireland or by us on behalf of Gas Networks Ireland regarding your Natural Gas Connection and any related matters.
- (e) You are responsible at all times for having due care towards the Meter. You will not interfere or allow any interference with the Meter, whether for repairs or for any other purpose without Gas Networks Ireland's consent, and shall notify Gas Networks Ireland and/or us promptly of any defect in the Meter or if any alteration or other attention is required.
- (f) You may request Gas Networks Ireland to carry out Siteworks at the Premises in accordance with the terms of this Contract.
- (g) Gas Networks Ireland (and when appropriate we) will inform you at the time that you request the Siteworks of the cost and payment terms of the Siteworks.
- (h) We may request that Siteworks are carried out at the Premises such as locking, unlocking, disconnection, reconnection or servicing of the Meter.
- (i) You are responsible for all costs (including VAT) associated with the Siteworks whether requested by you or us. This includes any costs incurred as a result of the cancellation of the Siteworks by you or because of your default.
- (j) You are also responsible for any fees payable where Gas Networks Ireland visits the Premises to carry out the Siteworks at a time agreed with you, but is unable to do so due to your default.
- (k) You must allow Gas Networks Ireland's authorised personnel, agents or contractors entry to your Premises to which gas is supplied for the purposes of reading, inspecting, disconnecting,

locking or removing the Meter or Meters and for all other purposes in connection with providing gas. Such entry to be permitted at all reasonable times and at any time in case of any emergency or Network Emergency.

- (l) If you fail to comply with Condition 3 (Metering and Billing) or 5 (Access and Siteworks) and this frustrates or delays payment for the Natural Gas used by you, we will be entitled to treat this as a neglect or refusal to pay for the purposes of this Contract.

6 Price of Natural Gas

- (a) The price of the Natural Gas supplied by us is set out in our Tariff Structure less any discount where applicable. You will be notified of the price of the Natural Gas Fixed Term product and any discount, if applicable, in your Confirmation Letter. As this is a variable priced product, the price may change during the Commitment Period.
- (b) Our up-to-date Tariff Structure is displayed on our website (www.bordgaisenergy.ie) or it may be obtained by contacting us in accordance with Condition 21.
- (c) You may receive a discount for choosing a particular payment method or billing method. If you do receive a discount for this, then you must maintain this payment method and/or billing method in order to maintain your discount.
- (d) We are entitled to change the price charged once we have informed you either by the publication of an advertisement in any national daily newspaper or by sending notice of the change to you by post. We will give you thirty (30) days notice in advance of any price change taking effect. Any such advertisement or notice will state the date from which the change is to become effective. Should we not hear from you within this period, by continuing to receive the supply of Natural Gas you will be deemed to have given your express consent to accepting this change and that you are happy for

the Contract to continue on the same terms and conditions, subject to the price change.

- (e) You may get advice from us on choosing a tariff but you are responsible for making the decision on what tariff best suits your needs. In the event that you have chosen the incorrect tariff for you, Bord Gáis Energy will not be held accountable for this or any charging that has occurred due to your incorrect selection. To change your tariff please phone us on 01 611 01 01.
- (f) If you have been on the same energy tariff for three (3) years or more, we will send you a written notification or email to review your tariff.

7 Payment of Accounts

- (a) You must pay us the cost of the Natural Gas consumed at the Premises, or which is estimated that you have consumed during the Billing Period (plus VAT), and any supply charge which may be applicable to the tariff you have chosen.
- (b) Unless we have agreed otherwise, every bill, including an estimated meter read, is payable on the date specified in the bill. If you do not pay your bill on time then any discounts that are applied to your bill may be removed at our discretion.
- (c) If you receive a discount from us for paying by a particular payment method and/or choosing a particular billing method then you must continue to pay by this payment and/or billing method in order to maintain your discount.
- (d) You must also pay us for any amount specified on the bill for other services that we have agreed to provide to you.
- (e) You must pay us for any Siteworks that we or you have requested be carried out at your Premises and for which we have been charged by Gas Networks Ireland. This includes (but is not limited to) the locking, unlocking, disconnection, or reconnection or testing of the Meter.
- (f) Natural Gas is charged in kWh. To convert the meter read or estimated meter read into kilowatt hours (kWh) a conversion factor is applied. This conversion factor is provided to us by Gas Networks Ireland and is shown on your bill.
- (g) The unit cost of a kWh of Natural Gas is applied to the number of kWh used or estimated to have been used during the Billing Period to produce the cost of Natural Gas used by you at the premises. Other charges may be payable (including a supply charge) depending on the tariff you have chosen.
- (h) Your liability to pay for the Natural Gas used at the Premises (plus VAT) together with any supply charges which may be applicable to the tariff you have chosen and any amount specified on the bill for other services that we have agreed to provide to you continues until all sums due are discharged by you.
- (i) You must pay us by one of the methods set out on our website, on the back of your bill or as set out in our Code of Practice entitled "Billing & Disconnection".
- (j) If you do not pay us any sum due under the Contract you will be liable to pay us interest from the due date for payment at a daily rate equal to 2% above the Bank of Ireland AAA Overdraft Rate then in force or, if there is no such rate, then an equivalent rate, accruing on a daily basis until payment is made.
- (k) In the event that you are experiencing payment difficulties, we may agree to the installation of a Pay as You Go Meter at your Premises (where suitable) in order to maintain your supply and/or repay any Natural Gas debt owed by you which may be recovered through the Pay as You Go Meter. You are responsible for the cost of installing the Pay as You Go Meter unless otherwise directed by Bord Gáis Energy.
- (l) A Gas card will be issued to you for use with the Pay as You Go Meter. You shall be responsible for the safe custody of the Gas card. If a replacement Gas card is required by you it will be charged to you at the rate prevailing at that time. For further information on Pay as You Go Meters please see our Code

of Practice on Pay as You Go Meters. You may obtain a copy of this code by contacting us in accordance with Condition 21.

- (m) You will not be charged for changing supplier.
- (n) When your request to switch is processed, your current supplier will notify us if you are in arrears for more than levels set for all customers by the Commission. If we decide not to carry out the switch because of arrears, we will tell you in writing.
- (o) If you have a Bord Gáis Energy account with us at this or other premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us.
- (p) Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Contract. In the event that there are arrears owing on your account, Bord Gáis Energy reserves the right to seek recovery of these arrears from one or all of the joint account holders.
- (q) Failure to adhere to these Conditions in respect of payment of accounts will adversely affect your Bord Gáis Energy credit record.
- (r) If you close your Natural Gas account (credit meter) and there is a credit balance due to you this will be shown on your final bill. You must contact us to receive your credit. If any credit remains unclaimed for longer than one year then we may remove this credit from your account.
- (s) Once Bord Gáis Energy has completed the process for debt collection as set out in our Code of Practice on Billing & Disconnection, we may pass your outstanding debt to a 3rd party agency who will attempt to recover the debt. In the event that this occurs then we may charge an administration fee.
- (t) A copy of our Code of Practice entitled "Billing & Disconnection" may be obtained by contacting us in accordance with Condition 21.

8 Calculation of Energy Supplied

- (a) You will be charged for the number of kiloWatt hours (kWh) of Natural Gas consumed, or estimated to have been consumed, or passed through the Meter, or estimated to have been passed through the Meter during the Billing Period, in accordance with the Gross Calorific Value of the Natural Gas as determined by Gas Networks Ireland.
- (b) To convert the Meter read or estimated Meter read into kilowatt hours (kWh) a conversion factor is applied. This conversion factor is provided to us by Gas Networks Ireland and is shown on your bill.
- (c) The calculation of Natural Gas supplied will conform with the requirements of Directive 2004/22/EC on measuring instruments or any amendment or re- enactment of that Directive.

9 Security Cover (Cash Deposit)

If we decide it is required at any time, you must provide us with security cover (such as a cash deposit). This may be used at Bord Gáis Energy's sole discretion for the payment of any monies which become due by you under the Contract and which remain unpaid at any time. Any cash deposit will be repaid to you when you close your account provided all sums due have been paid or provided you have satisfied our payment terms on a continuous 12 month period, whichever is the earliest.

10 Special Services Customers

- (a) We will provide certain services to our customers who require special services in relation to their Natural Gas usage. Details of these special services are set out in our Code of Practice for Vulnerable Customers which may be obtained by contacting us in accordance with Condition 21.
- (b) We maintain a register of Special Services Customers. If you wish to be treated as a Special Services Customer and receive the services

as set out in our Code of Practice on Vulnerable Customers, you must give us the necessary information that we require to compile this register and we agree that we will not disclose this information except to Gas Networks Ireland who require the information to perform certain services for you and in accordance with these Conditions and the law.

11 Natural Gas/Network Emergency

In the event of and for the duration of a Network Emergency or in the case of an escape, or suspected escape, of Natural Gas:

- (a) we may at the request of the National Gas Emergency Manager, the emergency response service or Gas Networks Ireland discontinue the supply of Natural Gas to the Premises; and
- (b) you must refrain from using Natural Gas immediately upon being told by us or Gas Networks Ireland or the National Gas Emergency Manager that you should do so.

12 Emergency Response Service

- (a) The emergency response service is operated by Gas Networks Ireland on behalf of all customers.
- (b) The 24-hour telephone number of the emergency response service is 1850 20 50 50.
- (c) We will, in so far as is practicable, take steps to inform you of any change in the details of the emergency response service before such change becomes effective. In any event the up-to-date information about this service will be displayed on our website (www.bordgaisenergy.ie), or may be obtained by contacting us in accordance with Condition 21.

13 Limitation of Liability

- (a) We will not be responsible for any loss or damage sustained by you in respect of any failure by us to supply gas as a result of our inability to secure a

supply of Natural Gas, industrial action, breaks or defects in mains, or any other reasonable cause outside our control.

- (b) We will not be liable to you under this agreement in contract, tort (including negligence) or otherwise for any indirect or consequential loss or economic loss suffered by you as a result of the sale or supply of Natural Gas or in connection with this agreement.
- (c) We will not have any liability howsoever arising in respect of, or in connection with, any failure of the services provided by Gas Networks Ireland, your Natural Gas Connection or any Siteworks.
- (d) You accept liability for the care and maintenance of the Appliances and associated pipe work at the Premises.
- (e) We accept no liability arising in relation to your Appliances, the associated pipe work or the maintenance of the Appliances or associated pipe work.
- (f) Nothing in this Contract will exclude or restrict our liability for damages arising out of liability for death or personal injury arising from our negligence.

14 Discontinuance of Natural Gas Supply

Any Meter supplied to you shall remain the property of Gas Networks Ireland and may be removed or disconnected by Gas Networks Ireland in the following circumstances:

- (a) under instruction of Bord Gais Energy in accordance with Condition 16(a); or
- (b) for safety; or
- (c) suspected interference reasons; or
- (d) if there is no active gas supplier at your Premises.

15 Your Right to Terminate the Contract

- (a) As our Natural Gas Fixed Term product contains a Commitment Period then you must remain a customer of Bord Gais Energy for the Commitment Period. If you terminate the Contract and/or change supplier before the expiry of the Commitment Period then we have the right to charge you an Early Exit Fee. The Early Exit Fee is €50 and will be applied to your account.

- (b) We will send you a notice at least 30 days and no more than 60 days prior to the end of your Commitment Period.
- (c) At the end of the Commitment Period and if you do not enter into a new Natural Gas fixed term Contract with us then you will remain on your current price plan and any discounts will be removed (except for any behavioural discounts that may apply) and our standard terms and conditions of Natural Gas supply will apply (which are available on our website www.bordgaisenergy.ie, or obtained by contacting us in accordance with Condition 21).
- (d) You will remain liable for any Natural Gas used in the Premises during the Commitment Period.
- (e) You will also be liable for Natural Gas if you continue to use Natural Gas after the Commitment Period.
- (f) If you want to end this Contract after the Commitment Period you must give us 7 days notice under our standard terms and conditions of Natural Gas supply.
- (g) You will remain liable for any Natural Gas used in the Premises until this notice has expired and a) you have given us a meter reading or b) you have given access to Gas Networks Ireland to read and lock the Meter or c) you have accepted an estimated meter reading provided by us. If you cannot provide us with a closing meter read we may provide you with an estimated read calculated by us, at our sole discretion. Where this happens, you agree to make payment in full based on our estimated Meter read. In the event that you cannot provide a meter reading, do not accept our meter reading or cannot provide Gas Networks Ireland access to the Premises, you may be charged a special meter reading fee of €39 in order to close your account.
- (h) In the event of your death, your personal representative will be liable for any continued supply of Natural Gas to the Premises until a new contract is entered into for the supply of Natural Gas to the Premises or until this Contract is terminated.
- (i) The ending of the Contract will not affect any rights or duties which have accrued to you prior to the Contract ending.
- (j) Where the supply of Natural Gas is disconnected due to your default, you will pay us all expenses reasonably incurred and the cost of disconnection and of subsequent reconnection, if any.
- (k) Further information in relation to our policy and procedures for causing Meters to be locked or premises to be disconnected from the Natural Gas Network is set out in our Code of Practice on "Billing & Disconnection" which may be obtained by contacting us in accordance with Condition 21.

16 Our Right to Lock or Disconnect the Meter and Terminate the Contract

- (a) We may lock and/or disconnect your Meter and may terminate this Contract in the following circumstances:
 - (i) With notice, if you have not paid any monies due by you under the Contract and we have followed our policy in our Code of Practice on "Billing & Disconnection" in attempting to recover these monies.
 - (ii) With notice, if you continue to be in breach of these Conditions for one month or more, having received notice of any such breach from us.
 - (iii) With notice, if you do not agree to the installation of a Pre Payment Meter or agree to enter a payment plan for the recovery of debt, where suitable.
 - (iv) Without notice, if the National Gas Emergency Manager, the emergency response service or Gas Networks Ireland informs us that there is any risk of fire or explosion or injury to persons or property as a result of any defects or suspected defects in the supply main, service pipe, meter installation or the Appliances and this is not rectified within a reasonable period of time.

- (v) Without notice, if we consider that there is any risk of fire or explosion or injury to persons or property by reason of any defects or suspected defects in the supply main, service pipe, meter installation, or your internal installations up to and including the Appliances.
 - (vi) Without notice, if we no longer have a Licence to supply your Premises.
 - (vii) Without notice, if a Last Resort Supply Direction is given to another supplier (the Supplier of Last Resort) in respect of the Premises, and the Contract will end on the date that the direction takes effect (your data will be transferred to the Supplier of Last Resort in accordance with our Privacy Notice in order that it can supply you with Natural Gas).
- (b) The ending of the Contract, will not affect any rights or duties which have accrued to us prior to the Contract ending.

17 Complaints

- (a) You may make a complaint in relation to any issue arising under the Contract by contacting our Customer Experience team in accordance with Condition 21.
- (b) Any complaints made by you will be dealt with by us in accordance with our Code of Practice for dealing with customer complaints. You may obtain a copy of this code by contacting us in accordance with Condition 21.

18 Variation of General Conditions

- (a) We may amend, vary or add to these Conditions at any time on giving you thirty (30) days' written notice by at least two methods which will be in the form set out below:
 - Bill insert,
 - via our website,
 - by email or
 - via the mass media.

We will provide you with a copy of the amendments to the Conditions. If any variation, addition or amendment is unacceptable to you, you may end the Contract in accordance with Condition 15 otherwise by continuing to receive the supply of Natural Gas, you will be deemed to have expressly consented to accepting the new Conditions and these will become effective 30 days after we have served the notice of variation/addition/amendment.

- (b) The Conditions shall be displayed on our website www.bordgaisenergy.ie, or may be obtained by contacting us in accordance with Condition 21.

19 Assignment

- (a) We may assign or transfer to any other person the benefit of this Contract or any or all of our rights and obligations hereunder without your prior written approval.
- (b) You may not assign this Contract without our prior written consent which shall not be unreasonably withheld.

20 Notices

- (a) Except for price change notices issued under Condition 6(d) we will have given you proper notice:
 - (i) if we send the notice by post to your last known address on the second day after the date it was posted; or
 - (ii) if we address the notice to some or all customers in an advertisement in a national newspaper. Notices may be included in any other communication we send you.
 - (iii) via your Online Account as notified to you by email; or
- (b) You will have given us proper notice if you send the notice by post addressed to us at our principal office in accordance with Condition 21.

21 Contact Details

- (a) Our Customer Experience team may be contacted:
 - (i) In writing: Bord Gáis Energy
PO Box 10943
Dublin 1
 - (ii) By telephone: 01 611 01 01
 - (iii) By fax: 01 611 01 02
 - (iv) Contact us at:
bordgais.ie/company/contact-us
 - (v) For customers who are deaf or hard of hearing we offer live webchat on our website. Just look for the icon. Alternatively you can contact us through our Have a question? form on our website. You can also find us on Twitter @bordgaisenergy and Facebook Monday - Friday 8am - 5pm

Please note, we will only deal with the named account holder or authorised representative for data protection purposes.

Certain information as provided in the Conditions may also be obtained on our website at www.bordgaisenergy.ie

- (b) This contact information may be amended or varied from time to time. The up-to-date information in this regard will be displayed on our website and on your bill.

22 Bord Gais Energy Codes of Practice and Customer Charter

- (a) We have 7 Codes of Practice covering Complaint Handling, Marketing and Advertising, Sign-Up, Billing & Disconnection, Pay as You Go Meters, Smart Metering and Vulnerable Customers which set out the way we do our business in each of these areas and the services and levels of service you can expect. To obtain a free copy please call us on 01 611 01 01 or visit our website at www.bordgaisenergy.ie
- (b) We have a Customer Charter which sets out our customer service commitments and our 9 guaranteed service standards.

If you believe that we have breached any of our guaranteed standards, you may apply for a Charter payment. To obtain a free copy please call us on 01 611 01 01 or visit our website at www.bordgaisenergy.ie

23 Customer Information

You agree that we may give your information to Gas Networks Ireland and Gaslink for the purposes of connecting you to, and operating, the Gas Networks Ireland' distribution system and for the purposes of the "Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points".

24 Deemed Contract

- (a) If you own or occupy a Premises where a supply of Natural Gas is provided and you do not have a contract for the supply of Natural Gas with Bord Gáis Energy as the registered supplier of the Premises then you will be considered to be supplied by us under a Deemed Contract.
- (b) The Deemed Contract will be between us, Bord Gáis Energy, and you, the owner or occupier of the Premises. The Deemed Contract will start on the date when you begin to take a supply of gas in the absence of a contract for supply and shall end on the date on which we or another supplier is registered with the GPRO as the supplier of the Premises or on the date on which we cease to supply the Premises, whichever is the earliest.
- (c) If you are being supplied under a Deemed Contract:
 - (i) we will send you a notice informing you of this and advising you that you are liable to pay for any Natural Gas consumed under a Deemed Contract; and
 - (ii) these standard Conditions of Supply for Residential Customers will apply to you;
 - (iii) You will be charged our standard Natural Gas tariff (which shall include applicable charges,

taxes and levies) for residential customers for any Natural Gas supplied. Our standard Natural Gas tariff is published on our website at **www.bordgaisenergy.ie** or can be obtained by calling us on 01 611 01 01;

- (iv) You are free to enter into a contract of supply with us or with another energy Supplier; and
- (v) You will be bound by Gas Networks Ireland Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points.

25 General

- (a) The headings in these Conditions are for convenience only and will not affect their interpretation.
- (b) If we waive a breach of the Contract by you, that waiver shall not be considered to be or include a waiver of any subsequent breach by you of the same or any other provision.
- (c) If a competent authority determines that any provision of these Conditions is invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected by that determination.
- (d) The Contract shall be governed and construed in accordance with the laws of Ireland and the courts of Ireland and the Commission for Regulation of Utilities shall have jurisdiction to decide any disputes arising between us and you.

Privacy Notice: Gas and Electricity Supply

1. Bord Gáis Energy and your personal information

This is the Bord Gáis Energy Limited Gas and Electricity Supply Privacy Notice. For all Gas and Electricity Supply services provided by us, the data controller is Bord Gáis Energy Limited. Bord Gáis Energy Limited is part of the Centrica group.

All of our Privacy Notices are located at www.bordgaisenergy.ie/dataprotection. If you are a HomeCare boiler services customer, the Home Care Privacy Notice at www.bordgaisenergy.ie/docs/DataProtection/HomeCarePrivacyNotice.pdf will apply to you.

2. Personal information we collect

We collect the following types of personal information from you:

- (a) **Your contact details:** information that allows us to contact you directly - your name, email address, telephone number and addresses associated with your account.
- (b) **Details of other people linked to your account:** if you have nominees, executors, or people with a power of attorney, their details will be linked to your account.
- (c) **Payment information and account history:** purchase history, credit/debit card details and bank account details you provide to make payment for the products and services you purchase from us; your payment method and history.
- (d) **Vulnerable Customer status:** if you apply to be registered on our Special or Priority Services Register, you provide us with details of your advanced age and health status/conditions (for more details, see www.bordgaisenergy.ie/docs/publications/codes-of-practice/bge-special-services-register-v4.pdf

(for electricity) www.bordgaisenergy.ie/docs/publications/codes-of-practice/BGE_NG_SSCOP_0515.pdf (for gas)

- (e) **Meter and energy consumption information:** information about your meter (GPRN and/or MPRN) and how much energy is used at your premises. If you are on a smart meter tariff, we can obtain more frequent information about your energy consumption. If you want to know more about this frequency, please see your terms and conditions for your smart tariff or our Code of Practice on Smart Meters
- (f) **Records of your discussions with our customer support teams, including call recordings:** when you share comments and opinions with us, ask us questions or make a complaint, including when you phone us, we will keep a record of this. This includes when you send us emails, letters, phone our support team or contact us through social media.
- (g) **Identification information:** identification documents may be requested by us on occasion when dealing with customer queries. Where customers avail of Fuel Allowance, their PPS number will be required.
- (h) **Credit information:** information that allows us to understand your creditworthiness.
- (i) **Responses to surveys, competitions and promotions:** we keep records of any surveys you respond to or your entry into any competition or promotion we run.
- (j) **Lifestyle and demographic insight information:** we use regional demographic information to determine what products or services customers may be interested in.
- (k) **Rewards information:** if you are a member of our Rewards Club, information about your Rewards account, including which rewards you choose.

- (l) **How you use mobile applications and websites:** when you use our applications or websites, we collect information about the pages you look at and how you use them, your device type, operating system and browser type.
- (m) **Location information:** your smartphone or computer's IP address may tell us an approximate location when you connect to our websites, but this will be no more precise than the city, county or country you are using your device in.
- (n) **Advertising and Direct Marketing:** information about how you respond, or interact with, any direct marketing or advertising communications directed to you, including any requests for these communications to stop.

You are not required to provide any of the personal information described above to us, however, if you do not do so, you may not be able to set up an account with us, or the functionality of our products or services may be reduced.

3. What we use your personal information for and why

We process some of your personal information to fulfil the contract between us and we are also required by law to obtain this information as we are a licensed electricity and gas supplier:

Purpose	Personal information used
Providing products and services to you and maintaining your account	<ul style="list-style-type: none"> All the data listed in categories a-h of section 2 above
Billing you and taking payment for our products and services	<ul style="list-style-type: none"> All the data listed in categories a-h of section 2 above
Answering your queries or complaints	<ul style="list-style-type: none"> All the data listed in categories a-h of section 2 above
To deliver service communications	<ul style="list-style-type: none"> Your contact details and account history
Debt collection	<ul style="list-style-type: none"> All the data listed in categories a-h of section 2 above

We process the following personal information because we have a legal obligation to do so:

Purpose	Personal information used
Detecting, preventing or investigating crime or suspected crime (pursuant to our license obligations and the Energy (Miscellaneous Provisions) Act 2012)	<ul style="list-style-type: none"> The personal data we use will depend on the nature of the problem. At a minimum, it will include your contact details and account history
Maintaining the Priority and Special Services Registers (pursuant to S.I. No. 463/2011)	<ul style="list-style-type: none"> If you are registered on our Priority or Special Services Register, we will be processing health information that is relevant to maintaining these registers
Attending to emergency situations (pursuant to our license obligations)	<ul style="list-style-type: none"> Contact details Account information and details of other people linked to your account Vulnerability information
Complying with obligations imposed by our regulators	<ul style="list-style-type: none"> The personal data we use will depend on the nature of the issue but will often include all the data listed in categories a-f of section 2 above
Internal and statutory audits	<ul style="list-style-type: none"> All personal information we collect as listed in Section 2

We process the following personal information to ensure our customers, staff or agents are protected from harm:

Purpose	Personal information used
Health and Safety of our customers, staff and contractors	<ul style="list-style-type: none">• Account information• Records of your discussions with our customer support teams

We process the following personal information because we have a legitimate interest to do so:

Purpose	Personal information used
Maintaining and improving our products and services e.g. optimising pricing structures and business operations, analysing performance of advertising and marketing	<ul style="list-style-type: none">• All personal information we collect as listed in Section 2 (but not your payment details)
Staff training	<ul style="list-style-type: none">• All personal information we collect as listed in Section 2 (but not your payment details)
Developing new products and services, and determining products and services that may be of interest to you e.g. by understanding demographics to determine the most relevant products and services for customers' needs	<ul style="list-style-type: none">• All personal information we collect as listed in Section 2 (but not your payment details)
Market surveys, research and analytics	<ul style="list-style-type: none">• All personal information we collect as listed in Section 2 (but not your payment details)

Direct marketing our similar products and services (only in accordance with your marketing preferences, and you will always be given the opportunity to unsubscribe)	<ul style="list-style-type: none">• Contact details• Marketing preferences set by you• Account history
Making credit decisions	<ul style="list-style-type: none">• Contact details• Payment information and account history

We process some of your personal information because you have provided your consent to the processing. You may revoke your consent at any point, by contacting us at dataprotection@bordgais.ie or Data Protection Officer, Bord Gáis Energy Limited, PO Box 10943, Dublin 2 or at www.bordgaisenergy.ie/dataprotection/#opt-out:

Purpose	Personal information used
Direct marketing a wider range of our products and services or those of third parties (only in accordance with your marketing preferences, and you will always be given the opportunity to unsubscribe) e.g. if you are a member of our Rewards Club	<ul style="list-style-type: none">• Contact details• Account information and history• Rewards information• Purchase and account history• Marketing preferences set by you

Where we process your personal data so you can't be identified any more

We may anonymise and aggregate any of the personal data we hold (so that it does not identify you). We may use anonymised and aggregated information for purposes that include testing our IT systems, research, data analysis, improving our site, apps and developing new products and services.

4. Sources we collect your personal information from

We will collect personal information from the following sources:

- **Directly from you:** when you set up an account with us, purchase products or services from us, submit information via our websites or apps, complete forms we provide to you, enter our competitions and promotions, make a complaint, contact us by phone, email or communicate with us directly in some other way.
- **Other entities/companies we work with:** provide us with information to help us deliver our products and services to you. These include:
 - **Networks companies who are required to read your meter, provide energy consumption information and information on the metering/network connection at your premises to Bord Gáis Energy.**
 - ESB Networks – all electricity meters are owned and read by ESB Networks; the readings are provided to us so that we can bill our customers.
 - Gas Networks Ireland – all gas meters are owned and read by Gas Networks Ireland; the readings are provided to us so that we can bill our customers.
 - **Companies in the Centrica group:** who may provide relevant information about the products and services bought from them.
 - **Payment services providers:** if you authorise a third party to process your bill payments, payment information will be provided to us from that third party.
 - **Other companies' apps and products:** provide us with information if you connect them to our products or services, including social media providers.
 - **Third party utility sign-up providers:** companies which allow you to sign up with us as an energy company give contact information, where you give permission for them to pass it on to us or, with your permission, from other energy suppliers if you switch to us.

- **Letting Agents/Landlords:** these companies or individuals may pass us your details to allow an account to be opened in your name to keep the supply of energy on at your home when you move in.

5. Who we share your personal information with

We share personal information with the following parties. We always have contracts in place with these entities, obligating them to protect your data:

- **Companies in the Centrica group:** to provide a service to you, and for cross-marketing activities, in accordance with your marketing preferences.
- **Networks Companies:** Gas Networks Ireland and ESB Networks to register you as our customer, for them to read the meter at your home, to carry out siteworks at your home, to register you as a Vulnerable Customer on their database or in the event of a Supplier of Last Resort situation or where we need to share information in order to deal with a complaint that you raise. We may disclose information when required by legal process for investigations by the Networks Companies.
- **Any party approved by you:** including, if you take part in the Bord Gáis Energy reward or loyalty schemes, or if you ask us to transfer your data to another company.
- **Advertising/Marketing partners:** so that we can run advertising campaigns and conduct market research and analysis. This may include social media sites such as Facebook, Instagram, Twitter and Google Ads. Any information provided to these third parties will be pseudonymised by hashing so that your information cannot be directly identified.
- **Other service providers and advisors:** companies that support our IT, help us analyse the data we hold, process bills and payments, send communications to our customers, provide us with legal or financial advice, carry out debt collection services and customer satisfaction/experience surveys.

- **Purchasers of our business** buyers or prospective buyers who we sell or negotiate to sell our business to.
- **Government bodies or our regulators:** where we are required to do so by law or to assist with their investigations or initiatives, or are part of industry information sharing schemes, including the Data Protection Commission, Commission for Regulation of Utilities, Sustainable Energy Authority of Ireland (SEAI) and the Central Bank of Ireland.
- **Industry supervisory bodies:** we may pass your information on to organisations that supervise the industry, like Registered Gas Installers (RGI) and the National Electrical Contractors Ireland (NECI).
- **Garda Síochána and law enforcement agencies:** to assist with the detection, investigation and prevention of crime.
- **Other bodies or service providers:** if you are vulnerable customer we may share your details with other entities if we become aware that you require assistance.
- **Other energy suppliers:** to help us make credit decisions.

We do not disclose personal information except as set out above. We may provide third parties with aggregate statistical information and analytics about users of our products and services and we will make sure no one can be identified from this information before we disclose it.

6. Direct Marketing

Email, telephone, postal and SMS marketing: from time to time, Bord Gáis Energy or the Centrica group may contact you by email, telephone (mobile and landline), post or SMS with information about products and services we believe you may be interested in.

If you have a smart meter, we may use the information from your smart meter to personalise marketing to you. For example, if you use a lot of electricity, we might send you a message promoting Hive energy-saving lightbulbs.

We will only send marketing messages to you in accordance with the marketing preferences

you set when you create your account or that you tell us afterwards you are happy to receive.

We'll always respect the marketing preferences you've set for your energy account. So, if your preferences say you don't want marketing, we won't send you any.

You can also unsubscribe from our marketing by following the unsubscribe instructions in email or SMS communications that we send to you. You can then let us know at any time that you do not wish to receive marketing messages by completing this online web form www.bordgaisenergy.ie/dataprotection/#opt-out or call us on 01 611 01 01. You can opt-out by marketing type (e.g. email, SMS, etc.) as we know our customers may be happy to receive one form of marketing but not another.

7. Tailored Advertising and Cookies

We work with our advertising partners, including social media sites and providers, to show you advertising about our products and services, and those offered by group companies and services. This takes place on websites or apps where our partners have advertising space or direct marketing to your premises. To do this, some of our advertising partners provide us with aggregated, non-personal geographical and demographic information. Other partners use information about the websites, apps, social media content and ads you interact with or view when connected to the Internet, to make sure the advertising you see is more relevant to you, as well as information which we provide to them. Typically, cookies and similar technologies are used to provide this type of advertising online. You can find out more about cookies and how to manage their use by reading our cookie notice: <https://www.bordgaisenergy.ie/resources/cookie-notice>

8. Profiling, analytics & automated decision making

We may analyse your personal data using automated means in order to help us understand your needs and to develop our relationship with you. We will also use your information to offer you products

and services that we believe you may be interested in. We may also use your consumption data to offer you smart services and products. Where we do this, we will always respect your marketing preferences. We may also use your personal data to make credit decisions regarding you. Where we make solely automated decisions that produces a legal or other significant effect, you will have the right to request a review of that decision and provide information to support any such review.

9. Transferring your personal information internationally

In providing our services, we work with partners which transfer and store data in various regions which include India, the United States of America and the Philippines. As these jurisdictions are outside of the EEA and their privacy laws are considered to be less protective than those within the EEA, we have ensured that appropriate safeguards are in place such as the standard contractual clauses, which have been approved by the European Commission, with these partners.

<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32010D0087>

10. How long do we keep personal information for?

We will keep your personal information for as long as you have an account with us. After you close your account with us we will keep your personal information for a period to maintain our records, to respond to your queries, for safety reasons, for bill reconciliation purposes and to meet legal and regulatory obligations. The periods we will keep information for are subject to change as required by legal obligations on us as a licensed gas and electricity supplier. Where a customer has attempted to close their account but there is outstanding debt or credit balance on the account then these accounts will be classed as current customers and will remain open until the debt is paid.

11. Your rights in relation to your personal information

You have the following rights in relation to your personal information: (i) the right to be informed about how your personal information is being used; (ii) the right to access the personal information we hold about you; (iii) the right to opt-out of receiving direct marketing messages; (iv) the right to request the correction of inaccurate personal information we hold about you; (v) the right to request the blocking or deletion of your personal information in some circumstances and; (vi) the right to request that we port elements of your data either to you or another service provider; (vii) the right to object, in certain circumstances, to automated decision making and profiling.

To exercise any of the above rights, or if you have any questions relating to your rights, please contact us by using the details set out in the "Contacting us" section below.

If you are unhappy with the way we are using your personal information you can also complain to the office of the Data Protection Commission:

- by post to the Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland
- by phone +353 (0761) 104 800 or +353 578 684 800; or
- by webform at <https://forms.dataprotection.ie/contact>

12. Contacting Us

We are here to help and encourage you to contact us dataprotection@bordgais.ie, or write to us at:

Data Protection Officer, Bord Gáis Energy Limited, PO Box 10943, Dublin 2 or call 01 611 01 01.

We may update this privacy notice from time to time to ensure it is always up to date and accurate. Any changes we may make to our privacy notice will be posted on this page, and we will communicate any significant changes to you.

Version dated December 2020

