



# Business gas

## Terms and conditions

01 611 01 52 | [bordgaisenergy.ie](http://bordgaisenergy.ie)





# Gas for your business

These are our terms and conditions which are applicable to Commercial Customers on SBU or MBU tariffs, availing of one of the following price plans, a Fully Fixed Price Plan, a Fixed Energy Price Plan and a Variable Price Plan. We would ask you to read condition 4.5 carefully.

**[bordgaisenergy.ie](http://bordgaisenergy.ie)**

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

**Tel: 01 611 01 52**  
**[businessdirect@bordgais.ie](mailto:businessdirect@bordgais.ie)**

**Customer service**  
**Business electricity**  
**Bord Gáis Energy**  
**PO Box 10943, Dublin 2**

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

March 2024

# Terms and conditions of supply for Gas SME business customers

These are our terms and conditions which are applicable to Commercial Customers on SBU or MBU tariffs, availing of one of the following price plans, a Fully Fixed Price Plan, a Fixed Energy Price Plan and a Variable Price Plan. We would ask you to read condition 4.5 carefully.

If you are an individual, a sole trader or a partnership, 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](http://www.bordgaisenergy.ie/dataprotection).

The Privacy Notice which applies to our gas and electricity supply customers is located at [www.bordgaisenergy.ie/docs/DataProtection/GasElecPrivacyNotice.pdf](http://www.bordgaisenergy.ie/docs/DataProtection/GasElecPrivacyNotice.pdf).

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

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## 1 Definitions

1.1 In this Agreement:

**“Administration Fee”** has the meaning given to that term in Condition 6.7.

**“Agreement”** means the contract between you and us for the supply of Natural Gas to the Premises which is subject to the terms and conditions

set out in the Customer Agreement Form/ Confirmation Letter (as applicable);

**“Annual Quantity”** means the amount of Natural Gas in kWh that you use as calculated by Gas Networks Ireland and provided to us;

**“Appliances”** means any and all apparatus which consume natural gas (including associated pipe work) installed on the Premises beyond the Meter but does not include the Meter or any fittings and piping installed up to the Meter;

**“Bord Gáis Energy”** or “Supplier” or “we” or “us” means Bord Gáis Energy Limited, a company incorporated in Ireland with registration number 463078 and registered office at One Warrington Place, Dublin 2;

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

**“Centrica Group”** means Centrica plc and each and all of its subsidiaries;

**“Commitment Period”** means the period during which your Price Plan shall apply and it shall commence on the date that you sign up for your chosen Price Plan (under the terms of this Agreement) and shall expire on the Commitment Period End Date;

**“Commitment Period End Date”** means the date on which the

Commitment Period shall expire. Depending on your chosen Price Plan, your Commitment Period shall expire as follows:

Price Plan	Commitment Period End Date
Fixed Energy Price Plan/ Fully Fixed Energy Price Plan	The date specified in your Confirmation Letter/Customer Agreement Form (as applicable)
Variable Price Plan which includes a discount (where chosen Price Plan includes a Commitment Period)	The date that is specified in your chosen Price Plan where a Commitment Period applies

**“Conditions”** means the standard terms and conditions of supply set out in this document; **“Confirmation Letter”** means a letter sent to you from us following your agreement to be supplied with gas by us including details of your chosen Price Plan and any Commitment Period, where applicable;

**“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;

**“CRU”** means the Commission for regulation of Utilities established pursuant to section 8 of the Electricity Regulation Act 1999 or any successor entity with respect to those obligations as may be established from time to time;

**“Customer”** or **“you”** means the person or company, who has entered into this Agreement. Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Agreement;

**“Customer Agreement Form”** means a hard copy agreement form which sets out details of the Agreement including details of your chosen Price Plan and any Commitment Period, where applicable;

**“Day”** means a period of 24 hours commencing at 08.00 hours on any day;

**“Deemed Contract”** means a contract for the supply of electricity or gas under Section 16A of the Energy (Miscellaneous Provisions) Act 1995 (as amended). A Deemed Contract is where a supply of energy (electricity or 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;

**“Delivery Point”** means the flange or weld at the point of entry into the Premises or such other point as shall be agreed;

**“Distribution System”** means the system owned by Gas Networks Ireland and operated by Gas Networks Ireland for the distribution of Natural Gas around Ireland;

**“Due Date”** means the date by which a bill must be paid, being, unless otherwise agreed, 10 (ten) Business Days from the date of the relevant bill;

**“Early Exit Fee”** means the fee to be paid by you if from the Effective Date, you terminate the Agreement before the Commitment Period End Date. The method of calculation of the Early Exit Fee is set out in Condition 17.3;

**“Effective Date”** means the date (preceding the Commitment Period, where applicable) the Customer agrees to enter into the Agreement by confirming over the telephone or the date that you sign the Customer Agreement Form;

**“Emergency Response Service”**

means the Emergency Response Service designated by the CRU and operated for the purpose of receiving and responding to reports of actual or suspected Natural Gas emergencies including suspected leaks or explosions;

**“Energy Broker”** is a third party who is authorised in writing by the Customer to represent them in their relationship with BGE and other energy suppliers, including, but not limited to requesting quotes, negotiating prices and managing the contract with BGE.

**“Energy Credits”** means any energy credits that are capable of award by the Sustainable Energy Authority of Ireland as a result of an Energy Saving Solution provided under this Agreement or otherwise;

**“Energy Rate”** means the price to be paid for each unit of gas supplied;

**“Energy Saving Solutions”** means any measure provided by Bord Gáis Energy or its sub-contractor or agents, which is designed to reduce the energy usage and/or improve the energy efficiency of the Premises;

**“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 the method is approved by the CRU;

**“Fixed Energy Price Plan”** means a Price Plan as described in condition 4.3;

**“Fully Fixed Price Plan”** means a Price Plan as described in condition 4.4;

**“Force Majeure”** means any occurrence or circumstance beyond the control of the Supplier resulting in or causing failure of the Supplier to fulfil its obligations under

the Agreement which could not reasonably have been prevented or overcome by it and will be deemed to continue as long as the occurrence or circumstance cannot be prevented or overcome, notwithstanding the exercise by the Supplier of the standard of a Reasonable and Prudent Operator;

**“Gas Networks Ireland”** means the networks business of Ervia, having its principal place of business at Webworks, Eglinton Street, Cork and its successors and assigns;

**“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;

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

**“last resort supply direction”** means a direction given to a supplier by the CRU 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 the Supplier by the Commission for Energy Regulation;

**“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 the Customer on the Premises and includes any such meter or meters of any type supplied to you at any time at the Premises but does not include the Appliances;

**“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;

**“National Gas Emergency Manager”** means the person designated as such by the CRU who manages a Network Emergency;

**“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;

**“Non-Energy Rate”** means the price to be paid for Network and other ancillary charges related to your supply of gas and is charged on a per unit basis. This price is subject to change and any changes may, at the Supplier’s discretion, be passed through to the Customer;

**“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 by us under a Deemed Contract;

**“Price Plan”** means either a Fully Fixed Price Plan, a Fixed Energy Price Plan or a Variable Price Plan offered by us from time to time and the pricing structure applicable to each;

**“Reasonable and Prudent Operator”** means a person, firm or body corporate seeking in good faith to perform its contractual obligations hereunder and in so doing exercising that degree of care, diligence and foresight reasonably and ordinarily exercised by skilled and experienced operators 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;

**“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 CRU, including but not limited to the provision, installation, repair, maintenance, locking, unlocking, disconnection or reconnection or servicing of the Meter or equipment used in the transportation and supply of Natural Gas;

**“Term”** means the period commencing on the Effective Date, including the Commitment Period (where applicable), which shall continue up to and including the date of expiry or termination of the Agreement, by the Supplier or Customer, in accordance with condition 17;

**“Variable Price Plan”** means a Price Plan where the price of gas can vary from time to time at Bord Gáis Energy’s discretion. If the Variable Price Plan you have chosen includes a discount on the

Energy Rate, a Commitment Period may apply subject to the terms of your chosen Price Plan.

“**VAT**” means value added tax at the applicable rate from time to time; and

“**Year**” means a period of time commencing at 08.00 hours on any Day of any calendar year and ending at 08.00 hours on the same date in the next succeeding calendar year;

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

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](http://www.gasnetworks.ie) or by contacting Gas Networks Ireland at 1850 411 511.

- 2.4 It is a pre-condition of supply that the Customer satisfies a credit check (at the sole discretion of the Supplier).
- 2.5 If we do not already supply gas to the Premises on the Effective Date, we will sell and supply gas to the Customer on the date that we receive a notification from the GPRO that we are the registered supplier of the Premises.

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## 2 Sale and Supply

- 2.1 Subject to conditions 2.3 and 2.4, the Agreement shall commence on the Effective Date and shall continue for the duration of the Term. Subject to condition 2.5, the Supplier will sell and supply Natural Gas to the Customer at the Premises from the effective date for the duration of the Term in accordance with the law and subject to the Agreement. We will issue you with a Customer Agreement Form or Confirmation Letter (as applicable) which will set out the specific details of your Price Plan, Commitment Period (where applicable) and any discount (where applicable) you have agreed to. These Conditions and the Customer Agreement Form or Confirmation Letter will form the Agreement between us.
- 2.2 The Natural Gas supplied by the Supplier may not be resold by the Customer in any form without the prior written consent of the Supplier.
- 2.3 It is a pre-condition to commencement of supply that the Customer accepts and agrees to be bound by the terms and conditions under which a connection to the Gas Networks Ireland Distribution System is provided and operated.

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## 3 Compliance with Laws

The Customer shall ensure that it complies at all times with all laws and regulations, which are applicable to the Customer's use of the service supplied by the Supplier, including any conditions imposed by Gas Networks Ireland, or by the Supplier on behalf of Gas Networks Ireland. The Supplier shall have no liability to the Customer under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any such laws or regulations. The Customer is required to maintain its own installations and equipment to the appropriate standards as set out in the appropriate laws and regulations.

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## 4 Price

- 4.1 The price of the Natural Gas supplied by us is set out in the applicable Price Plan. Our up-to-date Price Plans may be obtained by contacting us in accordance with Condition 18.
- 4.2 If you are on a Variable Price Plan, we are entitled to change the price charged once we have informed you by publishing a notice on our website.

- We will give you fourteen (14) days' notice in advance of any price change taking effect. Any such 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 for the Contract to continue on the same terms and conditions, subject to the price change.
- 4.3 If you are on a Fixed Energy Price Plan, the price may change during the Commitment Period as the Non-Energy Rate is subject to change during the Commitment Period. It may also include any Energy Broker Fee. The price of your Energy Rate will stay the same for the Commitment Period. Carbon Tax, VAT and any other levy or tax are not fixed and are subject to change during the Commitment Period. Any changes to such rates may be passed through to the Customer by us.
- 4.4 If you are on a Fully Fixed Price Plan, both the Energy Rate and the Non-Energy Rate are fixed and will not change during the Commitment Period. Carbon Tax, VAT and any other levy or tax are not fixed and are subject to change during the Commitment Period. Any changes to such rates may be passed through to the Customer by us. Once the Commitment Period of the Fully Fixed Price Plan expires, you will be placed on the standard Variable Price Plan as set out in condition 4.5. This price plan may also include any Energy Broker Fee.
- 4.5 Your Price Plan depends on your annual consumption level and pattern of usage of Natural Gas which will be assessed once per Year by Gas Networks Ireland. If your consumption is above or below the Price Plan you have chosen, we may change your Price Plan and any discounts previously received by the Customer may no longer be applicable.
- 4.6 The Customer may get advice from us on choosing a Price Plan but you are responsible for making the decision on what Price Plan best suits your needs. In the event that you have chosen the incorrect Price Plan for you, Bord Gáis Energy will not be held accountable for this or any charging that has occurred due to your incorrect selection. To discuss changes to your Price Plan please telephone us on 01 611 01 33.
- 4.7 In the event that any relevant new governmental or regulatory tax or levy or similar is introduced during the Commitment Period and applicable to your Natural Gas supply then this will be payable by the Customer under the Price Plan.
- 4.8 For the avoidance of doubt, Carbon Tax, VAT and any other applicable levy or tax will continue to apply after the end of the Commitment Period if you remain on supply with us. The price that will be applied after the end of the Commitment Period will be the most suitable tariff in place at that time.

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## 5 Metering and Billing

- 5.1 The Natural Gas supply will be measured by the Meter and metering equipment 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 Distribution System at your Premises. Gas Networks Ireland staff, its agents or contractors will read the Meter.
- 5.2 If Gas Networks Ireland have not been able to get Meter readings for any reason, we will use estimated readings. You can also provide Gas Networks Ireland with your own Meter reading by phoning 1850 427 732 or you can submit your Meter reading



- to us directly by calling us on 01 683 2658.
- 5.3 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 that is due at the date of the next bill.
- 5.4 In between readings of the Meter, estimations of your Natural Gas consumption may be made by Gas Networks Ireland using the FAR process. An estimated meter read will be calculated using 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.
- 5.5 We will regularly, usually every two months (or as otherwise agreed) send you bills for Natural Gas that you use or have been estimated to use. The Supplier may also include in your bill:
- a. charges (actual or estimated and plus VAT) for any services that we have agreed to supply to you and that you have agreed to receive.
  - b. any Energy Broker Fee, which, at the discretion of Bord Gáis Energy, may be charged as a single lump sum at the start of this Agreement, or pro-rated on a monthly basis for the duration of this Agreement.
- 5.6 For the avoidance of doubt, the bills shall be our standard format bills, and you shall not be entitled to withhold or delay payment due to requesting any additional information be included or a different type of formatting used or such similar requests. In circumstances where any of the events listed in condition 17.5(a) has occurred, you agree to provide BGE with meter readings as reasonably required so that energy use can be billed on a more frequent basis.
- 5.7 If the Supplier supplies Natural Gas to the Customer 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), the Customer must pay an amount equal to the charge that we and Gas Networks Ireland estimate would have been payable had the Meter or metering equipment been working properly. Once the meter is recording consumption properly again, a reconciliation will be carried out against actual meter reads and the estimated charges and the Customer will be liable for any difference in accordance with normal payment terms. Any over payment will be credited to the account and offset against future supply.
- 5.8 Any penalty charges incurred by Bord Gáis Energy in the supply of gas to you will be passed through to you by us.
- 5.9 A copy of our code of practice concerning arrangements for billing (entitled "Gas Billing & Disconnections Payment") may be obtained on our website at <https://www.bordgaisenergy.ie/resources/codes-customer-charter> or by contacting us in accordance with Condition 18.
- 5.10 The Customer will be charged for the number of kiloWatt hours (kWh) of Natural Gas consumed, or estimated to have been consumed at the Premises, or passed through the Meter, or estimated to have been passed through the Meter, in accordance with the Gross Calorific Value of the Natural Gas as determined by Gas Networks Ireland. 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. The calculation of Natural Gas supplied will conform with the requirements of Directive 2004/22/EC or any amendment or re-enactment

of that Directive. All units of measurement used pursuant will be in accordance with Directive 80/181/EEC (as amended by Directive 85/1/EEC, Directive 89/617/EEC and Directive 99/103/EC) and any other amendment or re-enactment of that Directive.

- 5.11 Online Account Management and Paperless Billing: Where a Customer opts to set up an account using our Online Account Management (“OAM”) system (subject to agreement with our OAM Terms and Conditions at [www.bordgaisenergy.ie/resources/terms-conditions-of-online-customeraccount-management](http://www.bordgaisenergy.ie/resources/terms-conditions-of-online-customeraccount-management) Bord Gáis Energy provides and the Customer accepts paperless billing and communications as the standard communication and billing format. We will upload bills and communications to the Customer’s OAM account and will send a notification when they are available. In order to receive paper bills and communications via post, the Customer can de-register its OAM through the OAM system. If the Customer would prefer to retain access to its OAM profile but receive paper bills and communications by post, please contact us or your Key Account Manager. Customer’s OAM profile must be kept up to date with current contact information, including email address. Login information must be kept confidential and secure. It is the Customer’s responsibility to correctly register its details in the OAM system. Bord Gáis Energy will not be liable for any misuse of the OAM, for any incorrect or out of date information on the Customer’s OAM profile or for failure of the Customer to log in to view bills and communications.

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## 6 Payment of Accounts

- 6.1 The Customer must pay us the cost of Natural Gas as set out in your Price

Plan (incl. Vat) for the duration of the Term. Where a Commitment Period is provided under the Price Plan the customer must pay us the cost of Natural Gas as set out in the Price Plan (incl. Vat) and thereafter at the applicable rates for the remainder of the Term. Your consumption at the Premises may be based on an actual or estimated meter reading(s). Unless we have agreed otherwise, every bill, including one based on an estimated meter read, is payable by the Due Date. You must also pay us for any amount specified on the bill for all other applicable charges, Administration Fees and any other services that we have agreed to provide to you including 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 de-energisation or re-energisation of the Meter.

- 6.2 Your liability to pay for the Natural Gas used at the Premises (plus VAT) together with any supply charges which may be applicable to your Price Plan 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, including after termination.
- 6.3 If the Customer has changed from another supplier, you agree to pay any outstanding charges transferred to us by the other supplier (including VAT). These will be added to your first bill and must be paid in full by the payment Due Date.
- 6.4 The Customer must pay us by Direct Debit or by a different payment method agreed by us in writing. If we do agree that a different payment method may be used, and the Customer breaches the payment date specified on any bill more than twice in any rolling twelve-month period, then immediately following the Customer receiving a second

notification of breach from us the Customer agrees that it shall put in place a variable Direct Debit monthly payment for the remainder of the term. In such circumstances, the Customer acknowledges and accepts that it shall not cancel such Direct Debit arrangement until the final payment to clear and close the account has been made. Breach of this condition shall be considered to be a material breach of the Agreement and Condition 17 shall apply.

- 6.5 If the Customer does not pay us any sum due under the terms of the Agreement, you will be liable to pay us interest from the Due Date for payment at the rate of 8% over the European Central Bank reference rate (as amended from time to time), accruing on a daily basis until payment is made. Repeated breaches of payment terms may also result in us requiring a security deposit from the Customer in accordance with Condition 8.
- 6.6 In addition to Condition 6.5 above, if the Customer does not pay us under the terms of the Agreement, the Customer shall also be liable to pay compensation in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012.
- 6.7 Notwithstanding Conditions 6.4 and 6.5 above, once we have completed the process for debt collection as set out in our Code of Practice on Billing and Disconnection, we may, in our sole discretion, decide to pass the Customer's outstanding debt to a third-party debt collection agency who will attempt to recover the debt. If this occurs, then we may also charge an administration fee (the "Administration Fee").
- 6.8 If the Customer disputes any part of the bill, the Customer shall pay the bill in full by the Due Date. Once the Customer supplies us with written

notification of the disputed amount of a bill, and evidence supporting the Customer's disputed position, we shall investigate the dispute further on a good faith basis and shall respond to the Customer within 10 (ten) Business Days of receipt of the written notification and supporting documentation. If we require more information, the Customer will use its best endeavours to provide the additional information within 5 (five) Business Days of receiving the written request from us. Failure and/or delay in providing the additional information may result in delays in resolution or the matter being formally closed by us. If after the investigation concludes there is a balance owing to the Customer such balance shall be refunded to the Customer's account and used against future payments. If there is an additional balance owing to us, the Customer shall pay such balance within 10 (ten) Business Days of receiving an invoice from us.

- 6.9 If you have another 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. To the maximum extent permitted by law we shall be entitled, without prior notice or further authorisation from you, to do any or all of the following at any time: (i) combine and consolidate all or any account(s) you have for the supply of gas and/or electricity at any premises (including this account); and/or (ii) set-off any amount due and payable by you to us against any amount due and payable by us to you (whether or not arising under this Agreement). To the extent that any amount is so set-off, such amount will be discharged promptly in all respects. Nothing in this Condition will be effective to create a charge or other security interest. If we exercise any right referred to in (i) or (ii) above, we will use reasonable endeavours to give notice to you as soon as practical after such exercise, however failure to provide such notice

- shall not give rise to any liability being incurred by us.
- 6.10 When your request to switch to us is processed, your current supplier will notify us if you are in arrears for more than levels set for all customers by the CRU. If we decide not to carry out the switch because of arrears, we will tell you in writing.
- 6.11 If you close your Natural Gas account 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.
- 6.12 We may, from time to time, offer you Energy Saving Solutions. You agree that any Energy Credits associated with the Energy Saving Solutions shall be allocated to Bord Gáis Energy.
- 6.13 You must notify BGE immediately upon the occurrence of any of the events listed in Condition 17.5(a) and provide co-operation and information as reasonably required by BGE in relation to the procedure in question, including, without limitation, where BGE opts to open an account and/or enter into an agreement in respect of the premises directly with a receiver, or to seek certification of payments from an examiner. In circumstances where any of the events listed in Condition 17.5(a) has occurred, the Due Date will be reduced to 2 (two) Business Days from the date of the relevant bill and the time limit referred to in 17.5(f) will be reduced to 2 (two) Business Days. For the avoidance of doubt, the Customer remains liable for all Natural Gas consumed at the premises notwithstanding the commencement of any procedure listed in Condition 17.5(a).
- 7.1 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 instructions and terms and conditions. The Supplier has no responsibility or liability 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 Gas Networks Ireland accepts any responsibility or liability for maintaining these.
- 7.2 The Customer must comply with any conditions given to it 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' terms and conditions can be found on their website at [www.gasnetworks.ie](http://www.gasnetworks.ie) or by phoning 1850 411 511.
- 7.3 The Customer is responsible at all times for having due care towards the Meter. The Customer will not interfere or allow any interference with the Meter, whether for repairs or for any other purpose without Gas Networks Irelands' consent, and will notify Gas Networks Ireland and/or the Supplier of any defect in the Meter or if any alteration or other attention is required.
- 7.4 The Customer may request Gas Networks Ireland to carry out Siteworks at the Premises which shall be subject to separate Siteworks terms and conditions.
- 7.5 We may request that Siteworks are carried out at the Premises such as locking, unlocking, disconnection, reconnection or servicing of the Meter.
- 7.6 The Customer must pay us all costs (including VAT) for any Siteworks that we or you have requested be

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**7 Access to the Meter and Siteworks**

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, reconnection or testing of the Meter. This includes any costs incurred as a result of the cancellation of the Siteworks by the Customer or because of the Customer's default. The Customer will also be responsible for all fees payable where Gas Networks Ireland visits the Premises to carry out the Siteworks at a time agreed with the Customer, but is unable to do so due to the default of the Customer.

- 7.7 Gas Networks Ireland (or when appropriate the Supplier) will inform the Customer at the time the Siteworks are requested of the applicable cost and payment terms of the Siteworks.
- 7.8 The Customer must allow Gas Networks Ireland authorised personnel, agents or contractors entry to your Premises to which Natural 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 Natural Gas. Such entry to be permitted at all reasonable times and at any time in case of any emergency or network emergency.
- 7.9 If the Customer becomes aware of any matter or incident that causes or may cause danger or requires or may require urgent attention, in relation to the supply of Natural Gas to the site, the Customer should contact the emergency response service immediately and comply fully with Condition 15.
- 7.10 If the Customer fails to comply with Conditions 4 or 7 and this frustrates or delays payment for the Natural Gas used by the Customer, the Supplier will be entitled to treat this as neglect or refusal to pay for the purpose of the Agreement.

- 7.11 In circumstances where any of the events listed in Condition 17.5(a) has occurred, you agree to provide BGE with meter readings as reasonably required so that energy use can be billed on a more frequent basis.

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## 8 Security

If we decide it is required at any time, including, but without limitation, where any of the events listed in condition 17.5(a) has occurred, you must provide us with a security payment such as a deposit (the form of this payment to be decided by us). This is for the payment of any monies which may from time to time become due by you under the Agreement. The Customer acknowledges that this security, where in the form of a deposit, does not constitute an interest-bearing deposit, and the Customer shall not be entitled to any interest payments from the Supplier. Failure by the Customer to comply with such a request shall be considered a material breach of this Agreement and the provisions of Condition 17 may apply.

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## 9 Quantities and Interruptions

The Supplier may limit the supply of Natural Gas to the Customer as it thinks desirable or necessary to any quantity which includes (without limitation) asking Gas Networks Ireland to cut off the supply of Natural Gas to the Customer. Although the Supplier intends that the supply of Natural Gas will be given without interruption or variations, the Supplier will not be liable for any loss or damage, suffered by the Customer in respect of interruptions or variations in the supply or cessation of supply resulting from any cause whatsoever. The Supplier's obligation to supply Natural Gas to the Customer is subject at all times to the delivery of Natural Gas by Gas Networks Ireland to the Delivery Point and the Supplier shall not be liable for any non-delivery by Gas Networks Ireland (for whatever reason).

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## 10 Assignment

The Supplier will be entitled to assign or transfer to any other person the benefit of this Agreement or any or all of its rights and obligations hereunder without the Customer's prior written approval. You may not assign this Agreement without prior written consent of the Supplier which shall not be unreasonably withheld.

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## 11 Complaints

The Customer may make a complaint in relation to any issue arising under the Agreement by contacting the Customer Service Department in accordance with Condition 18. Any complaints made by you will be dealt with in accordance with our Code of Practice for dealing with Customer complaints. The Customer may obtain a copy of this code on the Bord Gáis Energy website <https://www.bordgaisenergy.ie/resources/codes-customer-charter> or by contacting us in accordance with Condition 18.

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## 12 Force Majeure

The Supplier shall not be obliged to carry out any obligation under this Agreement where performance of such obligation is prevented due to any cause beyond the Supplier's reasonable control. This includes, but is not limited to, failure or shortage of gas supplies, civil unrest, labour shortage or labour dispute, the application, instruction, request, act or omission of Government, an emergency services organisation, or other competent authority, or legal or statutory obligations.

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## 13 Bord Gáis Energy Codes of Practice

We have 3 Codes of Practice covering issues including Complaint Handling, Marketing and Bill Payment 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 contact us in accordance with Condition 18 or visit our website at <https://www.bordgaisenergy.ie/resources/codes-customer-charter>

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## 14 Limitation of Liability

- 14.1 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 14.2 We will not be responsible for any loss or damage sustained by you in respect of any failure by us to supply Natural Gas as a result of our inability to secure a supply, industrial action, breaks or defects in mains, or any other reasonable cause outside our control.
- 14.3 The Supplier will not have any liability whether in contract or tort or otherwise whatsoever or howsoever arising in respect of or in connection with any failure of the services provided by Gas Networks Ireland, the Natural Gas Connection, or any Siteworks.
- 14.4 The Supplier will not have any liability whether in contract, tort (including negligence) for any indirect or consequential loss or economic loss suffered by the Customer as a result of the sale or supply of Natural Gas or in connection with the Agreement.
- 14.5 The Customer accepts liability for the care and maintenance of the Appliances and associated pipe work at the Premises. We accept no liability (including negligence) arising in relation to your Appliances, the associated pipe work or the maintenance of same.
- 14.6 Nothing in this Agreement will exclude or restrict our liability for damages arising out of liability for death or personal injury arising from our negligence.

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## 15 Network Emergency

15.1 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) the Supplier 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) the Customer must refrain from using Natural Gas immediately upon being told by the Supplier or Gas Networks Ireland or the National Gas Emergency Manager that the Customer should do so.

15.2 Any act carried out by the Supplier in accordance with this Condition 15 shall not result in any liability owed from the Supplier to the Customer for the discontinuance of the supply of Natural Gas to the Premises.

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## 16 Emergency Response Service

The Emergency Response Service is operated by Gas Networks Ireland on behalf of all customers. The Gas Networks Ireland 24hr emergency line is: 1850 20 50 50. The Supplier will, in so far as is practicable, take steps to inform the Customer of any change in the details of the emergency response service prior to such change becoming effective. In any event the up-to-date information in this regard will be displayed on the Supplier's website ([www.bordgaisenergy.ie](http://www.bordgaisenergy.ie)) or on the Customer's Natural Gas bill or may be obtained by contacting us in accordance with Condition 18. We shall not be held liable in any way for the failure to provide the Customer with a direct notification of any change of details of the emergency response service.

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## 17 Termination

17.1 If you do not have a Commitment Period in your Price Plan you may end this Agreement at any time by giving us 28 days' notice by telephone or by writing to us (in accordance with Condition 21) and by paying the amount due for all Natural Gas used up to the date of such termination and for any other charges and obligations in your Price Plan or services that we have agreed to provide to you under this Agreement. You will remain liable for any Natural Gas and associated costs and charges 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 de-energise 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 meter read calculated by us, at our sole discretion, in accordance with Condition 5.4. 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 administration fee of €65 in order to close your account.

17.2 If your Price Plan contains a Commitment Period and your Commitment Period expires, we may place you on our standard Variable Price Plan or an alternative Price Plan in accordance with Condition 4.4, and the terms of this Agreement shall continue to apply. We may write to you to let you know when your Commitment Period is due to expire.

17.3 Unless terminated earlier by us in accordance with these Conditions, if the Price Plan you have chosen contains a Commitment Period then

you are subject to the terms of the Agreement for the duration of the Commitment Period. In the event that prior to the expiry of the Commitment Period you purport to terminate the Agreement or the Supplier terminates the Agreement in accordance with Condition 17.5 then we have a right to charge you an Early Exit Fee and/or we have the right to re-register you as our Customer with the GPRO.

The Early Exit Fee is calculated by taking the customer's Annual Quantity divided by 12 and then multiplied by the number of months or parts of a month between the date you terminated the Agreement and/or registered with a new Supplier and the remaining period up to the Commitment Period End Date (up to a maximum of 4 months) = "X". "X" is then multiplied by 4 cents/kWh to calculate the Early Exit Fee payable by the Customer. The Early Exit Fee will be calculated by us and billed to you. The Parties acknowledge and agree that the Early Exit Fee is a genuine pre-estimate of the loss that the Supplier would suffer if the Agreement was terminated in the circumstances outlined in the Condition.

- 17.4 Subject to Condition 17.3, you may change from a Variable Price Plan to a Fully Fixed Price Plan or a Fixed Energy Price Plan at any time and no Early Exit Fee will apply.
- 17.5 The Supplier may lock or disconnect the Meter without notice (and may terminate the Agreement with notice) in the following circumstances:

(a) if the Customer becomes bankrupt, insolvent, makes any voluntary arrangement with any of its creditors, if a receiver or administrative receiver is appointed over any part of the Customer's business or property, the Customer goes into liquidation or an examiner is appointed to the Customer or if any event equivalent or similar to any

of the preceding events occurs in relation to the Customer, and for the avoidance of doubt, the Customer must notify BGE immediately upon the occurrence of any of the events listed in this condition 17.5(a);

(b) if the Supplier no longer has a supply Licence to supply the Premises;

(c) if the National Gas Emergency Manager, the emergency response service or Gas Networks Ireland informs the Supplier that there is any risk of fire or explosion or injury to persons or property by reason;

(d) of any defects or suspected defects in the Appliances and this is not rectified within a reasonable period of time;

(e) if the Supplier reasonably considers that there is a risk of fire or explosion or injury to persons or property due to the supply of Natural Gas to the Premises;

(f) if the Customer has not paid any monies due by it under the Agreement for 10 (ten) Business Days or more following the expiry of the payment Due Date;

(g) if the Customer is in material breach of the Agreement, having received notice of such breach from the Supplier and having failed to remedy the same in 30 days or in the time period provided in such notice, if shorter;

(h) if the Supplier is not satisfied with the results of a credit check carried out on the Customer at any time and/or if the Customer is in breach of Condition 8 and has failed to remedy the breach; or

(i) if a last resort supply direction is given to another supplier in respect of the Premises, in which event the Agreement will terminate on the date that the direction takes effect.



- 17.6 If requested by the Customer at any time, or if necessary for legal, technical or operational reasons, the Supplier may procure the disconnection of the supply of electricity to the Premises.
- 17.7 Where the supply of electricity is de-energised due to the Customer's default, the Customer will pay the Supplier all expenses incurred by it and also the cost of re-energisation, if any.
- 17.8 The termination of the Agreement, however arising, will not affect the rights and duties of either party, accrued prior to termination. The Conditions of this Agreement which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination of the Agreement.
- 17.9 Further information in relation to our policy and procedures for causing premises to be disconnected from the Natural Gas network is set out in our Code of Practice on "Gas Billing and Disconnection Payment" which may be obtained by contacting us in accordance with Condition 18 or by visiting our website ([www.bordgaisenergy.ie](http://www.bordgaisenergy.ie)).

17.10 If the Customer is moving out of the site permanently:

(a) the Customer must provide the Supplier with at least 28 days' prior written notice. This is called the "moving notice". The moving notice must specify (i) the date the Customer is moving out of the site; (ii) the Customer's new address and telephone number; (iii) the name and contact details (including the telephone number and the email address) of the new owner, tenant, or landlord (if the property is going to be vacant).

(b) On the date the Customer moves out of the site, a final meter reading should be taken and provided to the

Supplier and to Gas Networks Ireland.

(c) The Supplier reserves the right to ask the Customer for proof that there is a new tenant or owner at the site, or that the Customer's occupancy has ended if the site is to remain vacant (such proof may include (but not be limited to) a copy of a lease, tenancy agreement, sale contract) and the Supplier will not be obligated to accept the moving notice or take any further steps to close the account until such proof has been provided.

(d) The Customer acknowledges and accepts that it shall continue to be liable for any charges and costs of supply until responsibility for them is transferred to a new owner, occupier or landlord under a contract or until the supply is de-energised. All applicable terms of this Agreement shall continue to apply until the account has been completely finalised and closed.

(e) If the Customer lets or sub-lets a site and there is still debt owing on the account, the terms of this Agreement will continue to apply until the Customer has paid what is owed, even if the Supplier agrees to supply the tenant under a separate agreement.

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## 18 Contact Details

18.1 Our Customer Service Department may be contacted:

(a) In writing:  
**Bord Gáis Energy**  
**PO Box 10943**  
**Freepost F4062**  
**Dublin 2**

(b) By telephone: **01 611 01 33**

(c) By e-mail:  
**[businessdirect@bordgais.ie](mailto:businessdirect@bordgais.ie)**

18.2 Please note, we will only deal with the named account holder for security

and data protection purposes unless the named account holder has granted explicit written consent (a letter of authority) for a third party to deal with the account on the Customer's behalf. The Customer warrants to the Supplier that any person who submits a letter of authority to the Supplier has been duly authorised to do so by the Customer.

- 18.3 Certain information as provided in the Terms and Conditions of Natural Gas Supply for Business Customers may also be obtained on our website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie) or by contacting us in accordance with the details above.
- 18.4 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.

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## **19 Data Protection for Commercial Customers**

- 19.1 From time to time, the Supplier, the Supplier's agents and/or service providers may collect from the Customer, personal data relating to the employees or other officers of the Customer. Such personal data shall be used and disclosed by the Supplier, to other members of the Centrica Group and agents, at any time in the future, solely as strictly necessary for the purposes of managing its relationship with the Customer pursuant to the Agreement, including for contact purposes and any future sales and marketing activity. The Customer shall procure the consent of such individuals to the uses and disclosures of personal data referred to in this Condition and shall inform the individuals that they are entitled to access their data and have any incorrect details amended or erased.
- 19.2 Throughout the course of the Customer's ongoing customer/

supplier relationship with the Supplier, the Customer may from time to time speak to the Supplier's employees (or those of its agents and/or service providers) by telephone. As part of its commitment to ensuring that the highest levels of service are provided to its customers, such telephone conversations may be recorded. The Supplier agrees to keep the recorded information in the strictest confidence and to use the information solely for staff training/quality control purposes, for verifying the Customer's instructions to the Supplier and for such other uses/disclosures as are referred to in this Condition or if required to disclose due to law or regulation. The Customer shall procure that its employees and other officers are informed of the terms of this Condition 19.2.

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

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## **20 Marketing Notice for Commercial Customers**

- 20.1 Bord Gáis Energy and the Centrica Group and/or agents acting on behalf of Bord Gáis Energy may (in accordance with any preferences that you express) wish to contact you by post, telephone (including mobile), in person, text message or e-mail with information about our own products or services (relating to gas, electricity, boiler services) or other products and services (including those of third parties should you consent to receiving such communications) which may be of interest to you.
- 20.2 You may advise us of your marketing preferences when you sign up as a customer or you may opt out by:

calling us on **01 611 01 33**

completing the Web Form on  
<http://www.bordgaisenergy.ie/terms-and-privacy/#opt-out>

following the unsubscribe instructions in email or SMS communications to opt out of receiving further such communications

Or by writing to us at:

**Bord Gáis Energy**  
**Data Protection Opt-out**  
**PO Box 10943**  
**Freepost F4062**  
**Dublin 2**

Please note that 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.

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## 21 Notices

- 21.1 Except for notice under Condition 4 (Price of Gas), any notice or request to be given by one party to another under the Agreement will be delivered to the party in question or sent to such party by post or email addressed to that party at such address as the party in question will from time to time designate by written notice. Until such notice will be given, the addresses of the parties will be those that appear in the Customer Agreement Form and as set out in Condition 18 above. Any notice or request given in accordance with this Condition shall be deemed to have been received as follows: (a) in the case of post, two Business Days after posting; and (b) in the case of email, at the time it was sent, unless the sender receives notification that the email has not been received.
- 21.2 Customer and Supplier both consent to receiving and sending communications in electronic form (including by electronic mail) and

agree such communications shall be treated as satisfying any legal requirements for communicating in writing.

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## 22 Deemed Contract

- 22.1 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 the Premises will be considered to be supplied by us under a Deemed Contract.
- 22.2 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.
- 22.3 If you are being supplied under a Deemed Contract:
- (a) we will send you a notice informing you of this and advising you that you are liable to pay for any gas consumed under a Deemed Contract; and
  - (b) our standard Conditions of Supply for Gas SME Business Customers will apply to you;
  - (c) you will be charged our standard gas tariff (which shall include applicable charges, taxes and levies) for business customers for any gas supplied.
- Our standard gas tariff is published on our website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie) or can be obtained by calling us on 01 611 0133.

(d) You will also be bound by Gas Networks Ireland Terms and Conditions for Gas Users at Non-Daily Metered (NDM) Offtake Points (if you are being supplied with gas under a Deemed Contract).

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## 23 General

- 23.1 Bord Gáis Energy may amend, vary or add to these Conditions at any time either by publishing a notice on our website. We will give you fourteen (14) days' notice in advance of any amendment, variation or addition taking effect.
- 23.2 If any variation, addition or amendment is unacceptable to you, you may end the Contract in accordance with Condition 17 (Termination). The unvaried Conditions will apply during the relevant notice period. 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 14 days after we have served the notice of variation/addition/amendment.
- 23.3 The Conditions shall be displayed on our website or may be obtained by contacting us in accordance with Condition 18 (Contact Details).
- 23.4 The headings in these Conditions are for convenience only and will not affect their interpretation.
- 23.5 If the Supplier waives any of its rights or a breach under this Agreement, that waiver shall not be considered to be or include a waiver of any subsequent right or breach by the Customer of the same or any other provision.
- 23.6 If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question will not be affected thereby.
- 23.7 The Customer acknowledges that it has read the Agreement, understands it, and agrees to be bound by its terms and conditions. Furthermore, the Customer agrees that the Agreement is the complete and exclusive statement of the parties, which supersedes all proposals or prior agreements (without prejudice to any outstanding claim or demand existing under any such prior agreement), oral or written, and all other communications between the parties relating to the subject matter of the Agreement.
- 23.8 The Agreement will be governed and construed in accordance with the laws of Ireland and the courts of Ireland will have exclusive jurisdiction to decide any disputes arising between Bord Gáis Energy and the Customer.

BGE March 2024

