



## Residential gas and electricity terms and conditions

It helps if it's Bord Gáis Energy  
01 611 01 01 | [bordgaisenergy.ie](http://bordgaisenergy.ie)

BGE/DF/TAC/0518



# Natural gas and electricity for your home

These are our Gas and Electricity Terms and Conditions of Supply for the standard variable price approved by the Commission for Regulation of Utilities.

These Terms and Conditions will take effect in 30 days from receipt. Please see Condition 20 (a) for more details on your rights in relation to this notice period.

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

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

Tel: **01 611 01 01**

Fax: **01 611 01 02**

E-mail: **[info@bordgais.ie](mailto:info@bordgais.ie)**

Minicom: **1850 630 630**

(for hearing impaired customers  
with their own minicom equipment)

**Customer service**

**Bord Gáis Energy**

**PO Box 10943, Dublin 2**

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

# Conditions of Supply – Dual Fuel Product – 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 this contract from the date that you sign up.

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 these conditions the words below have the following meanings:

**“Appliances”** means all cookers, boilers, heaters and any other apparatus which consume Natural Gas (including associated pipework) or electricity (including associated wiring) installed on the Premises beyond the Meter but does not include the Meter or any fittings, piping and wiring 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 two separate bills to you under this Contract;

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

**“Centrica Group”** means Centrica plc and each and all of its subsidiaries including companies such as those using the British Gas, Scottish Gas and Dyno Gas brands;

**“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 for Natural Gas and/ or you and ESB Networks for electricity which governs the Natural Gas or Electricity Connection (as appropriate). You may request a copy of this agreement from Gas Networks Ireland and/or ESB Networks;

**“Contract”** means the Conditions together with the Confirmation Letter between you and us for the supply of a Dual Fuel Product to the Premises;

**“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 Dual Fuel Product;

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

**“Distribution System”** means the system owned by Gas Networks Ireland for the distribution of Natural Gas around Ireland (Natural Gas) or the system owned by ESB Networks for the distribution of electricity around Ireland;

**“Distribution Services”** means any works carried out by ESB Networks in relation to the customer’s Electricity Connection, including but not limited to the provision, installation, repair, maintenance, disconnection, re-connection, energisation or de-energisation or servicing of the Meter or equipment used in the distribution and supply of electricity;

**“Dual Fuel Product”** means a product offered by us from time to time for a supply of both Natural Gas and electricity;

**“Electricity Connection”** means the connection between the electricity network and the Premises up to and including the Meter;

**“Emergency”** means an emergency endangering persons and/or property or an outage/fault in the electrical or Natural Gas supply arising from a fault in the Electricity Network or Natural Gas Network;

**“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 or electricity emergencies;

**“ESB Networks”** means Electricity Supply Board, acting as operator of the Electricity Network;

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

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

**“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 and/or electricity to premises previously supplied by another supplier;

**“Licence”** means the Licence to supply Natural Gas or electricity granted to us by the Commission;

**“Meter”** means the Natural Gas or electricity meter and related fittings, pipes (Natural Gas) and wires (electricity) installed by Gas Networks Ireland or ESB Networks for the purpose of measuring the quantity of Natural Gas or electricity 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;

**“MRSO”** means the Meter Registration System Operator, a body run by ESB Networks which maintains the register of all electricity meter points in Ireland;

**“Natural Gas”** means any gas transported through the Natural Gas Network;

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

**“Natural Gas Network and Electricity Network”** means all of the transmission and distribution pipelines (Natural Gas) and transmission and distribution wires (electricity) used for the transmission, distribution and supply of Natural Gas and electricity to, from or within Ireland;

**“Network Emergency”** means an emergency endangering persons and/or property and arising from a fault in the Natural Gas Network or Electricity Network or any part of the Networks;

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

**“Pay as You Go Meter”** means the prepayment computerised meter through which Natural Gas or electricity may be pre-paid to us using a Gas Card (Natural Gas) or a top-up card (electricity);

**“Premises”** means

- i) the premises specified in your application for Natural Gas and electricity supply 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;

**“Priority Services Customers”** means customers who are reliant on electrical home medical equipment, both life supporting and non life supporting;

**“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 of pensionable age (aged 66 and above), hearing, sight or

mobility impaired 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 and may be viewed on our website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie) or, may be obtained by contacting us in accordance with Condition 23; and

**“you”** means you the customer who has entered into the Contract for the supply of Natural Gas and electricity to the Premises for a Dual Fuel Product. 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.

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## 2 Sale and Supply

- (a) We will sell and supply Natural Gas and electricity to you at the Premises as a Dual Fuel 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 Conditions 17 and 18. 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 Agreement 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 or MRSO 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/](http://www.bordgaisenergy.ie/cancellation-form/) or by contacting us in accordance with Condition 23.

- (e) In certain circumstances, you may require us, for whatever reason, to supply either electricity and or gas to you during the 14 day cancellation period set out below. In the event that you wish to cancel this Contract during the 14 days but following the commencement of our supply of electricity and/or gas to you, you agree to pay for all electricity and/or 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 Dual Fuel Product that you satisfy a credit check (at our sole discretion).

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### 3 Metering and Billing

- (a) The Natural Gas and electricity supply will each be measured separately 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 or ESB Networks' Distribution System at your premises. Gas Networks Ireland or ESB Networks staff, its agents or contractors will read the Meters.
- (b) In between readings of the Meters, estimations of your consumption may be made by ESB Networks or Gas Networks Ireland (as appropriate). 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 or 1850 632 632.
- (c) We will regularly send you two separate bills for the Natural Gas and electricity

that you use. Your bill may also include charges for services including but not limited to Siteworks or Distribution Services charges 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 the other party that is due at the date of the next bill, or when requested to do so by Bord Gáis Energy.
- (e) If we supply Natural Gas and/or electricity to you but all or part of such Natural Gas and/or electricity supplied is not registered by the Meter(s) (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(s) or metering equipment been working properly.
- (f) Further information on your bill can be obtained in our codes of practice on billing entitled "Bill Payment" which is available on our website [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie) or alternatively may be obtained by contacting us in accordance with Condition 23.

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### 4 Access and Siteworks/ Distribution Services

- (a) All equipment and installations up to and including the Meter belong to Gas Networks Ireland (Natural Gas) and ESB Networks (electricity) and must be used in accordance with Gas Networks Ireland or ESB Networks' instructions and terms and conditions. Bord Gáis Energy has no responsibility for maintaining the Meters or any metering equipment or associated pipe work or wiring. Pipe work or wiring from the Meter into your Premises and your appliances connecting to it are your responsibility. Neither Bord Gáis Energy, Gas Networks Ireland or ESB Networks accepts any responsibility for maintaining these.
- (b) You must comply with any conditions given to you by Gas Networks Ireland, ESB Networks or by the Supplier on

behalf of Gas Networks Ireland or ESB Networks regarding the Natural Gas or Electricity 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 200 694. A copy of ESB Networks' terms and conditions can be found on [www.esb.ie/networks](http://www.esb.ie/networks).

- (c) We will transfer your data to Gas Networks Ireland and ESB Networks (in accordance with Condition 26) in order that they may perform services in relation to your Meters and Natural Gas Connection and Electricity Connection.
- (d) You are responsible at all times for having due care towards the Meters. You will not interfere or allow any interference with the Meters, whether for repairs or for any other purpose without Gas Networks Ireland or ESB Networks' consent, and shall notify Gas Networks Ireland, ESB Networks and/or us promptly of any defect in the Meter(s) or if any alteration or other attention is required.
- (e) You may request Gas Networks Ireland or ESB Networks to carry out Siteworks (Natural Gas) or Distribution Services (electricity) at the Premises in accordance with the terms of this Contract.
- (f) Gas Networks Ireland or ESB Networks (and when appropriate we) will inform you at the time that you request the Siteworks or Distribution Services of the cost and payment terms of the Siteworks or Distribution Services.
- (g) We may request that Siteworks or Distribution Services are carried out at the Premises such as locking, unlocking, disconnection, reconnection or servicing of the Meter.
- (h) You are responsible for all costs (including VAT) associated with the Siteworks or Distribution Services whether requested by you or us. This includes any costs incurred as a result of the cancellation of the Siteworks or Distribution Services by you or because of your default.
- (i) You are also responsible for any fees payable where Gas Networks Ireland

or ESB Networks visits the Premises to carry out the Siteworks or Distribution Services at a time agreed with you, but is unable to do so due to your default.

- (j) You must allow Gas Networks Ireland and/or ESB Networks' authorised personnel, agents or contractors entry to your Premises to which gas is supplied for the purposes of reading, inspecting, disconnecting, de-energising, locking or removing the Meter or Meters and for all other purposes in connection with providing Natural Gas and electricity. Such entry to be permitted at all reasonable times and at any time in case of any Emergency or Network Emergency.
- (k) If you fail to comply with Condition 3 (Metering and Billing) or 4 (Access and Siteworks/ Distribution Services) and this frustrates or delays payment for the Natural Gas or Electricity used by you, we will be entitled to treat this as a neglect or refusal to pay for the purposes of this Contract.

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## 5 Price of Dual Fuel Product

- (a) The price of the Dual Fuel Product supplied by us is the standard variable rate for Natural Gas and electricity as set out in our Tariff Structure less any applicable discount(s). You will be notified of the price of the Dual Fuel Product and any discount(s), if applicable, in your Confirmation Letter. As this is a variable priced product, the price of the Dual Fuel Product may change during the Commitment Period.
- (b) You may receive a discount for choosing a particular payment method and/or billing method. If you do receive a discount for this, then you must maintain this payment method and/or billing method for the Commitment Period in order to maintain your discount. If applicable, any discount(s) will be notified to you in the Confirmation Letter.
- (c) We are entitled to change the price of the Dual Fuel Product or the price of Natural Gas or electricity 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. Any such advertisement or notice will state the date from which the change is to become effective. We will give you thirty (30) days notice in advance of any price change taking effect. Should we not hear from you within this period, by continuing to receive the supply of Natural Gas and/or electricity 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.

- (d) 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 or 1850 632 632.

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 bills for other services that we have agreed to provide to you.
- (e) You must pay us for any Siteworks or Distribution Services that we or you have requested be carried out at your Premises and for which we have been charged by Gas Networks Ireland or ESB Networks. This includes (but is not limited to) the locking, unlocking, disconnection, or reconnection or testing of the Meter.
- (f) The unit cost of a kWh of Natural Gas and electricity 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 and electricity used by you at the premises. Other charges may be payable (including a supply charge) depending on the tariff you have chosen.

- (g) Your liability to pay for the Natural Gas and electricity 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.

- (h) You must pay us by one of the methods set out on our website, on the back of your bills or as set out in our Code of Practice entitled "Bill Payment".

- (i) As you are a dual fuel customer and will receive separate bills, any payments you make will be allocated to the account against which you make them. In the event of non-payment of one account, we may only lock or disconnect the meter related to that particular account.

- (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.

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## 6 Payment of Accounts

- (a) You must pay us the cost of the Natural Gas and electricity consumed at the Premises, or which is estimated that you have consumed during the Billing Period (plus VAT), and any other charges which may be applicable to the tariff you have chosen.

- (b) You will be issued two bills for the Natural Gas and electricity consumed at the Premises which may not be issued at the same time. Unless we have agreed otherwise, every bill, including one based on an estimated meter reading, is payable on the date specified in the bill(s). If you do not pay your bill(s) on time, any discounts that are applied to your bill(s) may be removed at our discretion. In circumstances where a discount(s) has been removed from your bill(s) because you have not paid on time, you must contact us in accordance with Condition 23 and we may reinstate your discount at our discretion.

- (c) If you receive a discount from us for paying by a particular payment method and/or choosing a particular billing



- (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 or electricity 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. In the event that a Pay as You Go Meter is installed, you will be placed on our standard tariff for Pay as You Go Meter customers and all discounts on your account shall be removed.
- (l) A Gas Card (Natural Gas) or top-up card (electricity) 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 and/or top-up card. If a replacement Gas Card or top-up 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 23.
- (m) You will not be charged for changing Supplier.
- (n) 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 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 and/or electricity 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.
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- 7 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](http://www.gasnetworks.ie) or by contacting Gas Networks Ireland at 1850 200 694 and are entered into between you and Gas Networks Ireland as and from the date of this Contract.
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- 8 Calculation of Natural Gas 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.

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## 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.

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## 10 Special Services Customers (Natural Gas and Electricity)

- (a) We will provide certain services to our customers who require special services in relation to their Natural Gas and electricity usage. Details of these special services are set out in our Code of Practice for Special Services Customers which is available on our website [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie), or obtained by contacting us in accordance with Condition 23.
- (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 Special Services 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 and ESB Networks (as appropriate) who require the information to perform certain services for you and in accordance with these Conditions and the law.

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## 11 Priority Services (Electricity Only)

- (a) We will provide certain priority services to Priority Services Customers. Details of these priority services are set out in our Code of Practice for special and priority services customers which is available on our website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie) or may be obtained by contacting us in accordance with Condition 23.
- (b) We maintain a register of Priority Services Customers. If you wish to be treated as a priority services customer and receive the services as set out in our Code of Practice, 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 ESB Networks who require the information to perform certain services for you and in accordance with these Conditions and the law.

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## 12 Natural Gas or Electricity Network Emergency

In the event of and for the duration of a Network Emergency in gas or electricity 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 electricity or gas Emergency Response Service, ESB Networks or Gas Networks Ireland discontinue the supply of Electricity or Natural Gas to the Premises; and
- (b) you must refrain from using Electricity or Natural Gas immediately upon being told by us or ESB Networks, Gas Networks Ireland or the National Gas Emergency Manager that you should do so.

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## 13 Emergency Response Service (Natural Gas)

- (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](http://www.bordgaisenergy.ie)), or may be obtained by contacting us in accordance with Condition 23.

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#### 14 Emergency Response Service (Electricity)

- (a) The emergency response service is operated by ESB Networks on behalf of all customers.
- (b) The 24-hour telephone number of the emergency response service is 1850 372 999.
- (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](http://www.bordgaisenergy.ie)), or may be obtained by contacting us in accordance with Condition 23.

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#### 15 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 Natural Gas as a result of our inability to secure a supply of Natural Gas and/or electricity, 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 Contract 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 and/or electricity or in connection with this Contract.
- (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, ESB Networks, your Natural Gas Connection or Electricity Connection or any Siteworks or Distribution Services.

- (d) You accept liability for the care and maintenance of the Appliances and associated pipe work and wiring at the Premises.
- (e) We accept no liability arising in relation to your Appliances, the associated pipe work and wiring or the maintenance of the Appliances or associated pipe work or wiring.
- (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.

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#### 16 Discontinuance of Natural Gas and/or Electricity Supply

Any Natural Gas or electricity Meter supplied to you shall remain the property of Gas Networks Ireland or ESB Networks (as appropriate) and may be removed or disconnected by Gas Networks Ireland or ESB Networks in the following circumstances:

- (a) under instruction of Bord Gáis Energy in accordance with Condition 4(g); or
- (b) for safety; or
- (c) suspected interference reasons; or
- (d) if there is no active gas or electricity supplier at your Premises.

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#### 17 Your Right to Terminate the Contract

- (a) As our Dual Fuel Product contains a Commitment Period then you must remain a customer of Bord Gáis Energy for the Commitment Period. If you terminate the Agreement and/or change supplier for either Natural Gas or electricity or both 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) At the end of the Commitment Period and if you do not enter into a new Dual Fuel Product Contract with us, or

- if you change supplier for either one of gas or electricity, then you will be placed on our standard tariff(s) for Natural Gas and/or electricity (with no Dual Fuel Product discount) and our standard terms and conditions of electricity or gas supply will apply (which are available on our website [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie), or obtained by contacting us in accordance with Condition 23). Upon the expiry of the Commitment Period, we may remove any discount(s) at our discretion.
- (c) (i) You will remain liable for any Natural Gas and electricity used in the Premises during the Commitment Period.
- (ii) You will also be liable for Natural Gas and electricity if you continue to use gas and electricity after the Commitment Period.
- (iii) If you want to end this Contract after the Commitment Period you must give us 7 days notice.
- (iii) You will remain liable for any Gas or electricity usage after the Commitment Period until this 7 days notice is given and has expired and (i) you have given us a meter reading or (ii) you have given access to Gas Networks Ireland or ESB Networks to read and lock the Meter or (iii) 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(s). In the event that you cannot provide a meter reading(s), do not accept our meter reading(s) or cannot provide Gas Networks Ireland or ESB Networks access to the Premises, you may be charged a special administration fee of €65 in order to close your account.
- (d) Notwithstanding Condition 17(a), if you or we terminate either your Natural Gas or electricity account during the Commitment Period, your discount(s) may be removed from your remaining account and our standard terms and conditions of electricity or natural gas supply will apply (which are available on our website [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie), or obtained by contacting us in accordance with Condition 23).
- (e) The ending of the Contract, will not affect any rights or duties which have accrued to you prior to the Contract ending.
- (f) Where the supply of Natural Gas or electricity 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.
- (g) 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 and Electricity Network is set out in our Code of Practice on "Bill Payment" which may be obtained by contacting us in accordance with Condition 23.
- (h) In the event of your death, either your Personal Representative, or the occupiers for the time being of the Premises, or both of them together, will be liable for any continued supply of Natural Gas and electricity to the Premises until a new contract is entered into for the supply of Natural Gas and/or electricity to the Premises or until this Contract is terminated.

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## 18 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 "Bill Payment" 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 Pay as You Go 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, ESB Networks 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 (Natural Gas), service pipe (Natural Gas), electrical network, 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 Condition 25 in order that it can supply you with Natural Gas and/or electricity).
- (b) The ending of the Contract, will not affect any rights or duties which have accrued to us prior to the Contract ending.

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## 19 Complaints

- (a) You may make a complaint in relation to any issue arising under the Contract by contacting our Customer Service Department in accordance with Condition 23.
- (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 23.

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## 20 Variation of General Conditions

- (a) We may amend, vary or add to these Conditions at any time on giving you thirty (30) days notice in writing. If any variation, addition or amendment is unacceptable to you, you may end the Contract in accordance with Condition 17(c) (the unvaried Conditions applying during the seven (7) day notice period) otherwise by continuing to receive the supply of electricity of Natural Gas, you will be deemed to have expressly consented to accepting 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](http://www.bordgaisenergy.ie), or may be obtained by contacting us in accordance with Condition 23.

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## 21 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.

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## 22 Notices

- (a) Except for price change notices issued under Condition 5(c) 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.
- (b) You will have given us proper notice if you send the notice by post addressed

to us at our principal office or by calling us or emailing us in accordance with Condition 23.

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## 23 Contact Details

- (a) Our Customer Service Department may be contacted:
- (i) In writing: Bord Gáis Energy  
PO Box 10943  
Dublin 2
  - (ii) By telephone: 01 611 01 01
  - (iii) By fax: 01 611 01 02
  - (iv) By e-mail: info@bordgais.ie
  - (v) Minicom: 1850 630 630

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

Certain information as provided in the Conditions may also be obtained on our website at [www.bordgaisenergy.ie](http://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.

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## 24 Bord Gáis Energy Codes of Practice and Customer Charter

- (a) We have 5 Codes of Practice in each of Gas and Electricity covering Complaint Handling, Marketing, Bill Payment, Pay as You Go Meters and Special Services & Priority Services 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 1850 632 632 or visit our website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie)
- (b) We have a Customer Charter which sets out our customer service commitments and our 7 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](http://www.bordgaisenergy.ie)

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## 25 Customer Information – Natural Gas

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 “Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points”.

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## 26 Deemed Contract

- (a) If you own or occupy a Premises where a supply of electricity and/or gas is provided and you do not have a contract for the supply of electricity and/or 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 electricity and/or 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 MRSO and/ or 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 electricity consumed under a Deemed Contract; and
  - (ii) our standard Conditions of Supply for Residential Customers will apply to you;
  - (iii) you will be charged our standard electricity and/ or gas tariff (which shall include applicable charges, taxes and levies) for residential customers for any electricity and/ or gas supplied. Our standard electricity and/ or 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 01 01 or 1850 632 632.

- (iv) You will be bound by ESB Networks General Conditions for Connection to the Distribution system for customers with a connection of less than 100kVA (if you are being supplied with electricity under a Deemed Contract). You will 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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## 27 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.

