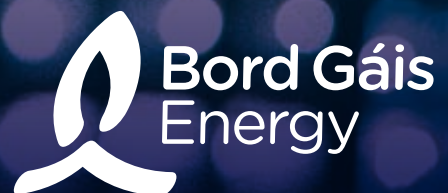


Natural gas  
Tariff agreement and  
Direct Debit mandate

**BUSINESS CUSTOMERS**

*think beyond*





# Direct Debit

## It's the convenient way to pay!

To secure/maintain gas supply to your premises you must enclose with your completed form

**a)** security deposit equivalent to two months gas consumption costs (estimated where no history)

**OR**

**b)** €1,000.00 security where averaged two monthly gas consumption costs will not exceed this sum.  
Alternatively, you may

**c)** complete the attached Direct Debit mandate form.

Bord Gáis Energy reserves the right to alter/amend security requirements subject to applicant's credit history.

## About Direct Debit

Direct Debit is the most convenient way to pay your natural gas bill. You save on cheque and postage costs as well as saving time, effort and queues.

## Bill-Pay Direct Debit

Bill-Pay Direct Debit ensures your total bill amount is debited directly from your bank account, so you don't have to worry about paying on time.

## How Bill-Pay Direct Debit works

1. You will be issued with your usual monthly/bi-monthly bill.
2. Payment of your total bill amount is requested from your Bank/Building Society, 14 days after the bill date, except where otherwise contracted.

- Our bill serves as prior notice of amounts to be debited from your bank account. It is important for you to note that bills are directed to the gas account holder's address unless otherwise instructed and agreed with our gas account holder and by completion of this mandate you accept this condition.
- Debits will only be made for the amounts due as detailed on your statement/bill.
- In the unlikely event of debits being originated in error by us, you can obtain immediate refund from your Bank/Building Society or Bord Gáis Energy.
- You may cancel your mandate at any time by simply advising your Bank/Building Society in writing and informing us accordingly.
- Bord Gáis Energy reserves the right to decline/cancel Direct Debit instructions in certain circumstances.

## Natural gas Direct Debit mandate

Origination number: 300249

### Bank/Building Society account details

Name of Bank/Building Society

Address

Account name

Account number

Sort code

(Banks may decline to pay Direct Debits from certain types of accounts)

### Natural gas account details

Account number

Name of account holder(s)

Address (to which gas is supplied)

I wish to pay by Bill-Pay Direct Debit

### Instructions to the Bank/Building Society

I instruct you to pay Direct Debits from my account at the request of Bord Gáis Éireann. I understand that amounts may vary. I understand that Bord Gáis Éireann may change the amounts and dates only after giving me prior notice. I will inform the bank in writing if I wish to cancel this instruction. I understand the bank will make a refund.

Signature

2nd signature

Date

Please complete and sign this Direct Debit mandate form and return along with the completed tariff application form (on the opposite page) to:

**Customer service, Natural gas, Bord Gáis Energy, PO Box 10943, Dublin 1.**

# General conditions

## 1. DEFINITIONS

In this agreement (unless the special conditions otherwise specify or require):-

**1.1 "Bord Gáis facilities"** shall mean those facilities referred to in Clause 8.1, upstream of the delivery point.

**1.2 "Business day"** shall mean any day other than a Saturday, a Sunday, a bank holiday or a public holiday.

**1.3 "Commencement date"** shall mean the date described on front page or such later date when gas is available for Bord Gáis to supply to the customer at the customer's premises.

**1.4 "Customer's facilities"** shall have the meaning as set out in Clause 8.2.

**1.5 "Contract year"** shall mean a period of one year commencing at 08.00 on the commencement date or any anniversary thereof.

**1.6 "Day"** shall mean a period of 24 hours commencing at 08.00 hours on any day.

**1.7 "Delivery point"** shall have the meaning as set out in Clause 8.1.

**1.8 "Gas"** The nature of gas supplied shall be natural gas but Bord Gáis shall be at liberty to change the supply to any other gas when same becomes available, provided however that the customer shall be notified of any consequential changes needed to the customers facilities.

**1.9 "Gross calorific value"** shall mean the number of giga joules 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.

**1.10 "Month"** shall mean a period commencing at 08.00 hours on the first day of any calendar month and ending at 08.00 hours on the same date in the next succeeding calendar month.

**1.11 "Period of agreement"** shall mean such period of time being not less than one year starting on the commencement date specified above and ending on the termination of the agreement by either party in accordance with the general conditions hereof.

**1.12 "Premises"** shall mean the premises to be supplied as described on front page.

**1.13 "Reasonable and prudent operator"** shall mean 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 shall mean such a degree of care, diligence, prudence and foresight as aforesaid.

**1.14 "Year"** shall mean 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.

## 2. PRICE AND METER RENTAL

### 2.1 Price

The price payable in respect of gas supplied shall be calculated at the tariff specified on the front page of this agreement until Bord Gáis serves a notice in accordance with Clause 2.2.

### 2.2 Price variation

Bord Gáis shall be entitled to vary the prices so charged at any time after notification to the customer either by the publication of an advertisement in a national daily newspaper or by sending notice thereof by post in a pre-paid envelope addressed to the customer at the premises or at his place of abode or other address last known to Bord Gáis. Any such advertisement or notice shall state the appropriate increase or reduction and the date from which the same is to become effective.

### 2.3 Meter rental

The customer shall in addition to any other charges arising under this agreement pay meter rental at the rate specified as varied from time to time by Bord Gáis.

## 3. QUANTITIES

**3.1** The customer shall not in any hour or any day take gas at an instantaneous flow rate in excess of the quantities set forth on front page as "Maximum Quantities" without the prior written consent of Bord Gáis.

**3.2** Bord Gáis may limit the supply of gas hereunder as it thinks desirable or necessary to any maximum quantity including cut off supply. If the customer takes gas in excess of the maximum quantities set out on the front page per hour, per day or in excess of any limit notified by Bord Gáis to the customer for any period, the customer shall be liable for all loss or damage suffered by Bord Gáis as a result thereof.

**3.3** Although Bord Gáis intends that the supply of gas hereunder will be given without interruption or variations, Bord Gáis 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 hereunder resulting from any cause whatsoever.

## 4. PREMISES AND PURPOSE

### 4.1 Premises

Gas supplied hereunder will be delivered to the premises as set out on front page.

### 4.2 Purpose of supply

The purpose of supply shall be that set out on front page, and no other. The gas supplied by Bord Gáis may not be resold by the customer in any form or used for any purpose other than that specified on the front without the prior written consent of Bord Gáis.

## 5. BILLING AND PAYMENT

### 5.1 Method of payment

Bord Gáis may in its sole discretion invoice the customer monthly or bi-monthly. Bord Gáis reserves the right to vary this arrangement from time to time. The customer who is on a monthly account will pay monthly for gas taken by it during each calendar month or will pay monthly for estimated gas taken during each calendar month. The customer who is on a bi-monthly account will pay bi-monthly for gas taken during each bi-monthly period or will pay for estimated gas taken during each bi-monthly period. In addition, all customers will pay meter rental pursuant to Clause 2.3. Payment shall be made by variable bank Direct Debit (or such other method as may be specified by Bord Gáis from time to time) to the account of Bord Gáis as designated from time to time so that such account is credited with the amount due not less than 14 days from date of invoice. The customer shall prior to the commencement date furnish to Bord Gáis a form of instruction to the customer's bank authorising the bank to make payment to Bord Gáis in the manner

aforesaid. The customer further undertakes not to withdraw or vary any instructions so given to the customers bank. If required by Bord Gáis at any time, the customer shall furnish security (whether by way of deposit or guarantee) as Bord Gáis may require for the payment of any monies which may from time to time become due by the customer under the Agreement.

### 5.2 Interest

Should the customer fail to make payment to Bord Gáis of any sum due hereunder interest thereon shall accrue at a daily rate equal to 2 per cent above the bank of Ireland AAA overdraft rate then in force from the date when such a payment is due until the same is made.

## 6. CALCULATION OF ENERGY SUPPLIED

The customer shall be charged by reference to the number of kilowatt hours (kWh) supplied, calculated by reference to the meters installed or to be installed by Bord Gáis adjacent and prior to the delivery point and by reference to the gross value of the gas as determined by Bord Gáis. All such matters shall conform with the requirements of EEC Directive 71/318/EEC or any amendment or re-enactment thereof.

## 7. UNITS OF MEASUREMENT

All units of measurement used pursuant to this agreement shall be in accordance with EEC Directive 80/181/EEC and any amendment or re-enactment thereof.

## 8. FACILITIES

### 8.1 Delivery point and Bord Gáis' facilities

Bord Gáis will provide and will thereafter maintain, repair and keep in proper condition piping and metering equipment and all necessary ancillary equipment ("Bord Gáis' facilities") to provide the gas to be supplied under this agreement to the customer at an agreed point or points (hereinafter called "the delivery point") on the customer's premises. The delivery point shall be located at the meter outlet flange or threaded joint on the meter unit on the premises. Title to the gas and risk relating thereto shall pass to the customer at the delivery point and responsibility for all claims of any nature whatsoever made in respect of gas title to which shall be passed to the customer as aforesaid shall rest with the customer and customer shall indemnify and save harmless Bord Gáis against any and all such claims, provided, however, that this indemnity shall not apply to the extent any such claims are caused by reason of the negligence of Bord Gáis, its servants or agents. Prior to Bord Gáis providing its facilities hereunder, the customer will advise Bord Gáis in writing of the existence, location and extent of any mains, pipe cable, drain or other service on the customer's premises, and shall indemnify and keep indemnified and hold harmless Bord Gáis against all losses and claims for injuries or damage of whatsoever nature which may arise out of or in consequence of damage to any such mains, pipe, cable, drain or other service where the customer has failed, neglected or omitted to so advise Bord Gáis. Bord Gáis shall determine the type and the size of the meter to be supplied to the customer from time to time, and its location on the premises. If Bord Gáis' officials fail to gain access to the meter for the aforementioned purposes, the customer, shall if subsequently requested, as soon as may be reasonably possible arrange with Bord Gáis to provide such access between the hours of 9.00am and 5.00pm on any week day.

### 8.2 Customer's facilities

The customer will provide all necessary facilities as are required downstream from the delivery point/s on the customer's premises for the taking and use of the gas to be supplied under this agreement ("the customer's facilities"). All necessary facilities provided by the customer shall comply with and be certified to the codes and standards which shall be specified by Bord Gáis prior to the provision of such facilities and thereafter such facilities shall continue to comply with the codes and standards of Bord Gáis (as amended and notified to the customer from time to time) during the supply period. The customer shall permit Bord Gáis to inspect the customer's facilities at any reasonable time. If Bord Gáis notifies a requirement for maintenance, repair or replacement of any of the customer's facilities, the customer (at their own expense) shall comply with Bord Gáis' recommendations made resultant upon any such inspection of the customer's facilities. Notwithstanding the foregoing, Bord Gáis shall not incur any liability for any defects in the customer's facilities whether or not same have been inspected by or on behalf of Bord Gáis at any time.

### 8.3 Access

Through the whole of the supply period the customer will afford to Bord Gáis access (without charge) to the delivery point/s for the purpose of inspecting, maintaining, operating, repairing and/or replacing Bord Gáis' facilities or any part thereof.

### 8.4 Defects

In the event of the customer's facilities becoming defective in any way whatsoever the customer shall forthwith inform Bord Gáis of such defect(s) and take immediate action to remedy such defect(s).

### 8.5 Operating procedures

The customer shall comply with all rules, regulations, and operating procedures (if any) notified to it by Bord Gáis from time to time.

### 8.6 Wayleaves and AGI sites

The customer shall grant to Bord Gáis (free of charge) such wayleaves and sites as are required from time to time, for the installation, maintenance, operation, repair and/or replacement of Bord Gáis' facilities.

## 9. INDEMNITY

The customer shall take all necessary precautions to safeguard the property of Bord Gáis on the premises. The customer shall be solely responsible for and shall indemnify and keep indemnified and hold harmless Bord Gáis against all losses and claims for injuries or damage to any person or property whatsoever that may arise out of or in consequence of damage to or failure or through the use of the mains, service pipes, meter and other apparatus on the premises required for the supply of gas hereunder and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereof provided that the indemnity hereby given shall not extend to any loss or claim for injury or damage to any person or property to the extent that the same is caused by the negligence of Bord Gáis, its servants or agents.

## 10. INSURANCE

The customer shall effect insurance (subject to the right of Bord Gáis to specify minimum cover) to cover liability undertaken by the customer under Clause 8 and 9 of this agreement (without prejudice to the customer's liabilities thereunder) and will duly and punctually pay all premiums and monies necessary for effecting and keeping up such insurance when same become due or within one week thereafter and shall upon the request of Bord Gáis at any time and from time to time produce for inspection the relevant policy or policies of insurance and the receipts for premiums paid. Bord Gáis shall not incur liability where sums insured specified by it are inadequate, or where it has not specified any such sums to be insured.

## 11. REPAYABLE TAXES

In addition to the price payable for gas hereunder, the customer shall pay Bord Gáis the amount of any Republic of Ireland value added tax, tax, duty, or impost on gas or on the processing sale or supply of gas which is payable by Bord Gáis in respect of gas supplied hereunder (but specifically excluding any tax or profits or other like or similar tax or taxes payable by or levied on Bord Gáis).

## 12. ASSIGNMENT BY Bord Gáis

Bord Gáis shall be entitled to assign the benefit and/or burden of this agreement to any company supplying gas in the area of the premises without the prior written approval of the customer.

## 13. DISPUTES

**13.1** All disputes or differences whatsoever which shall at any time arise under this agreement between the parties hereto touching or concerning this agreement or as to its construction or effect or as to the rights, duties or liabilities of the parties hereto or either of them under or by virtue of this agreement or otherwise or as to any matter in any way connected with or arising out of or in relation to the subject matter of this agreement shall be referred to an Expert or Arbitrator pursuant to Clause 13.2 or Clause 13.3 (as the case may be) where such Expert or Arbitrator shall be agreed upon between the parties hereto (within ten days of one party requesting the other to so agree), or, in default of agreement, as appointed by the President of the Incorporated Law Society of Ireland.

**13.2** Any dispute which the parties agree to be of a technical nature (within ten days of one party requesting the other to state whether it agrees that the dispute is of a technical nature) shall be referred to Expert whose decision shall (save in the case of manifest error) be final and binding on and shall be implemented by the parties of hereto and shall not be matter capable of reference to arbitration.

**13.3** All other disputes shall be referred to the Arbitrator and the provisions of the Arbitration Acts shall apply to such arbitration; provide however that any dispute which is to be referred to the Arbitrator pursuant to this agreement may be referred to the Expert by the agreement of both parties.

## 14. FORCE MAJEURE

**14.1** Definition of "Force Majeure" shall mean any occurrence or circumstance or combination of occurrences or circumstances beyond the control of the party concerned resulting in or causing failure by the party concerned in the fulfilment of any of its obligations under this agreement which could not reasonably have been prevented or overcome by it and (in the case of a continuing occurrence or circumstance) shall be deemed to continue so long as the same cannot be prevented or overcome by such party, notwithstanding the exercise by the party concerned of the standard of a reasonable and prudent operator.

### 14.2 Relief from obligations

The party validly claiming force majeure shall be relieved from liability by reason of force majeure to the extent that owing force majeure it has not performed any of its obligations which would otherwise have resulted in liability under this agreement. Provided always that the relief to be offered under this Clause to either party shall not extend to the obligations of such party to pay money when due or to give notice which it may be required to give under this agreement.

### 14.3 Notification and rectification

The party seeking relief under Clause 14.2 shall forthwith as soon as reasonably possible after the happening of the force majeure;

**(1)** Notify the other in writing of the happening of the force majeure and shall with diligence furnish such information as is available appertaining thereto and the quantities of gas affected and give an estimate of the period of time required to remedy the force majeure.

**(2)** Take all reasonable practical steps that may be taken at a reasonable cost to rectify the force majeure and to minimise the damage caused thereby but without prejudice to the generality of the meaning of Clause 14.1 shall not be obliged to settle any strikes or other labour disputes except in such manner as it shall in its own judgement consider it fit.

## 15. TERMINATION

**15.1** Either party may terminate this agreement after the expiry of one year of the commencement date by serving on the other party not less than 28 days notice in writing of its intention to terminate this agreement. This agreement shall automatically terminate on the expiry of any notice so served.

**15.2** This agreement may terminate by one party whether before or after one year of the commencement date, if the other party commits a material breach of the terms and conditions herein and fails to remedy the same within a reasonable time but without prejudice to any antecedent rights or remedies of either party. Any failure by the customer to pay any sum due hereunder on time shall be deemed to be a material breach of this agreement, but without prejudice to the classification of any other breach as a material breach.

**15.3** Following termination Bord Gáis shall have the right to gain access to any parts of the customer's premises necessary for the purpose of removing Bord Gáis' facilities and this Clause shall survive termination of this agreement until such facilities shall be removed.

## 16. SPECIAL CONDITIONS

The special conditions (if any) scheduled to this agreement are incorporated in this agreement.

## 17. NOTICES

Any notice or request to be given by one party to another under this agreement shall be delivered to the party in question or sent to such party by pre-paid registered post, telex or facsimile transmission, or telemessaging addressed to that party at such address as the party in question shall from time to time designate by written notice and until such notice shall be given the addresses of the parties shall be those that appear in this agreement. Any notice or request given by telex, facsimile transmission or telemessaging (other than routine notices and communications) shall unless already acknowledged be subsequently confirmed by pre-paid registered post but without prejudice to the validity of the original notice or request received.

## 18. ENTIRE AGREEMENT

The customer acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Further the customer agrees that it is the complete and exclusive statement of the agreement of the parties, which supercedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. It is further agreed that this agreement may only be amended by agreement in writing duly signed by persons authorised to sign agreements on behalf of the customer and Bord Gáis.