

A close-up photograph of two men in business suits shaking hands. The man on the left is wearing a dark blue pinstriped suit jacket and a light blue striped tie. The man on the right is wearing a light purple long-sleeved shirt. The background is slightly blurred, showing an office setting.

NQH Business electricity Terms & conditions



AUGUST 2011

These are our new standard terms and conditions of NQH business electricity supply (August 2011). These replace all previous versions.

As a NQH business customer you will be deemed to have accepted these conditions and be bound by them from the time that you receive them.

www.bordgaisenergy.ie

**If you need help or advice
please contact us:**

**Tel: 1850 405 805
Fax: (01) 602 1201
bgenergy@bordgais.ie**

**Customer service
Business electricity
Bord Gáis Energy
PO Box 10943
Dublin 1**

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

1 Definitions

1.1 In this Agreement:

“**Agreement**” means the contract between you and us for the supply of electricity to the Premises which is subject to the Conditions, together with the information and terms (contained in the form overleaf).

“**Appliances**” means all apparatus which consume electricity (including associated wiring) installed on the Premises beyond the Meter but does not include the Meter or any fittings and wiring installed up to the Meter.

“**Billing Period**” means a period usually of two months (or as otherwise agreed) in respect of which the Supplier will issue invoices to the Customer under this Agreement.

“**Bord Gáis Energy**” or “**Supplier**” or “**we**” or “**us**” means Bord Gáis Éireann, Gasworks Road, Cork, acting as an energy supplier through its supply business Bord Gáis Energy, PO Box 10943, Dublin 1.

“**Conditions**” means the standard terms and conditions set out in this document.

“**Commencement Date**” means the date notified by the meter registration system operator (MRSO) to the Supplier as being the date on which the Supplier commences the supply of electricity to the Customer at the Premises.

“**Connection Agreement**” means the agreement entered into between the Customer and ESB setting out the terms on which the Premises may be connected to the ESB distribution network.

“**Customer**” or “**you**” means the person or company, who has entered into this Agreement.

“**de-energise**” means the taking of any steps whereby no electrical current can flow through the Meter.

“**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, energisation or de-energisation or servicing of the Meter or equipment used in the distribution and supply of electricity.

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

“**electricity network**” means all of the transmission and distribution wires used for the transmission, distribution and supply of electricity to, from or within Ireland.

“**emergency**” means an emergency endangering persons and/or property or an outage in the electrical supply arising from a fault in the electricity network.

“**emergency response service**” means the emergency response service operated by ESB Networks for the purposes of receiving and responding to reports of actual or suspected electricity emergencies.

“**ESB**” means Electricity Supply Board, a statutory corporation constituted under the Electricity (Supply) Act 1927, its successors and assigns.

“**ESB Networks**” means the ESB, acting as operator of the electricity network.

“**Meter**” means the electricity meter and related fittings and wires installed by ESB Networks for the purpose of measuring the quantity of electricity used by the Customer on the Premises and includes any such meter or meters of any type supplied to the Customer 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.

“**Premises**” means the premises specified in the application for electricity supply completed by the Customer or such other premises as may be notified by the Customer to us and accepted by us from time to time.

“**Supplier**” means Bord Gáis Energy.

“**tariff structure**” means our list of current tariffs and the pricing structure applicable to each; and

“**Term of the Agreement**” has the meaning given to it in Condition 12 (b).

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

2. Sale and Supply

- (a) Subject to Condition 2(b), the Supplier will sell and supply electricity to the Customer at the Premises in accordance with the law and subject to these Conditions for the Term of the Agreement.
- (b) It is a pre-condition to commencement of this Agreement, and a condition of supply, that the Customer has a valid and subsisting Connection Agreement and that the Customer complies with the terms of such Connection Agreement. If the Customer has taken over a premises that was previously supplied in the name of another Customer with a maximum import capacity ("MIC") of less than 100kVA and the Customer does not have a Connection Agreement, ESB Networks may deem the previous Customer's MIC and connection agreement as applying to the Customer and the Customer must observe and comply with all the conditions of that connection agreement. If the MIC applying to the previous Customer at the Premises was greater than 100kVA, the Customer must apply to ESB Networks for a Connection Agreement in its own name.

3. Compliance with Laws and Obligations

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 ESB Networks, or by the Supplier on behalf of ESB Networks. 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 electrical installations and equipment to the appropriate standards as set out in the appropriate laws and regulations.

4. Metering and Billing

- (a) The electricity supply will be measured by the Meter and metering equipment that will be installed and maintained by ESB Networks. ESB Networks staff, its agents or contractors will read the Meter.
- (b) In between readings of the Meter, estimations of your electricity consumption may be made by ESB Networks. An estimated Meter read will be calculated having regard to a number of factors including (but not limited to) prior electricity usage at the Premises, the time of year and the nature of the Premises.
- (c) We will regularly send you bills for the electricity that you use. Your bill may also include charges for services that we have agreed to supply to you 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 that is due at the date of the next bill.
- (e) If we have not been able to get Meter readings for any reason, we will use estimated readings. You can also provide us with your own Meter reading by phoning 1850 33 33 77.
- (f) If we supply electricity to you but all or part of such electricity supplied is not registered by the Meter (due to a fault or unauthorised interference or any other reason), you must pay an amount equal to the charge that would have been payable had the Meter or metering equipment been working properly.
- (g) Any penalty charges incurred by Bord Gáis Energy in the supply of electricity to you will be passed through at cost by us.
- (h) Further information on your bill can be obtained in our code of practice on billing entitled "Bill Payment" and may be obtained by contacting us in accordance with Condition 18.

5. Access and Distribution Services

- (a) All equipment and installations up to and including the Meter belong to ESB Networks and must be used in accordance with ESB Networks' instructions. Bord Gáis Energy has no responsibility for maintaining the Meter or any metering equipment or associated wiring.
- (b) The Customer agrees to be bound by any conditions given to you by ESB Networks or by us on behalf of ESB Networks regarding your Electricity Connection and any related matters.
- (c) The Customer is responsible at all times for having due care towards the Meter. You will not interfere or allow any interference with the Meter, whether for repairs or for any other purpose without ESB Networks' consent, and shall notify ESB Networks and/or us promptly of any defect in the Meter or if any alteration or other attention is required.
- (d) The Customer may request ESB Networks to carry out Distribution Services at the Premises.
- (e) We may request that Distribution Services are carried out at the Premises such as de-energisation, re-energisation or servicing of the Meter.
- (f) The Customer is responsible for all costs (including VAT) associated with the Distribution Services. This includes any costs incurred as a result of the cancellation of the Distribution Services by you or because of your default. You are also responsible for any fees payable where ESB Networks visits the Premises to carry out the Distribution Services at a time agreed with you, but is unable to do so due to your default.
- (g) ESB Networks (and when appropriate we) will inform you at the time that you request the Distribution Services of the cost and payment terms of the Distribution Services including who will invoice you for those services.
- (h) The Customer must allow ESB Networks and its contractors, sub-contractors and their employees, servants or agents safe, free and unrestricted access to the Meter and, if required, safe, free and unrestricted admission to the Premises at all reasonable times. This includes (but is not limited to) reading, inspection, repair and removal of the Meter and any other Distribution Services that you request ESB Networks to carry out at the Premises.
- (i) The Customer must allow ESB Networks access to the Premises or Meter at any time in the case of any electrical emergency.
- (j) The Customer will also allow us a right of entry to the Premises for all reasonable purposes at all reasonable times and at any time in the case of an emergency.
- (k) If the Customer fails to comply with Condition 4 or 5 and this frustrates or delays payment for the electricity used by you, we will be entitled to treat this as a neglect or refusal to pay for the purposes of the Conditions.

6. Price of Electricity

- (a) The price of the electricity supplied by us is set out in our tariff structure, which is published by us from time to time.
- (b) Our up-to-date tariff structure is displayed on our website or it may be obtained by contacting us in accordance with Condition 18.
- (c) The tariffs offered by the Supplier to the Customer for the supply of electricity are conditional on the Customer meeting the Supplier's conditions with regard to profile class and related matters.
- (d) We are entitled to change the price charged once we have informed you either by the publication of an advertisement in any national daily newspaper or by sending notice of the change to you by post. Any such advertisement or notice will state the date from which the change is to become effective.

- (e) The Customer 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 telephone us on 1850 22 22 55.

7. Payment of Accounts

- (a) The Customer must pay us the cost of the electricity consumed at the Premises, or which we have estimated that you have consumed during the Billing Period (plus VAT), and any supply charge which may be applicable to the tariff you have chosen. Unless we have agreed otherwise, every bill, including an estimated Meter read, is payable on the date specified in the bill. You must also pay us for any amount specified on the bill for other services that we have agreed to provide to you.
- (b) The Customer must pay us for any Distribution Services that we or you have requested be carried out at your Premises and for which we have been charged by ESB Networks. This includes (but is not limited to) the de-energisation or re-energisation of the Meter.
- (c) The Customer's liability to pay for the 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
- (d) If the Customer has changed from another supplier, you agree to pay any outstanding charges transferred to us by the other supplier (including VAT).

- (e) The Customer must pay us by one of the methods set out on our website, on the back of your bill or as set out in our Code of Practice entitled "Bill Payment".
- (f) If the Customer does 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.
- (g) If you have an account with us at other premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us.
- (h) A copy of our Code of Practice entitled "Bill Payment" may be obtained by contacting us in accordance with Condition 18.

8. Security

If the Supplier decides it is required at any time, the Customer must provide the Supplier with such security cover (the form of this to be decided by the Supplier). This is for the payment of any monies which may from time to time become due by the Customer under this Agreement.

9. Electricity Emergency

In the event of and for the duration of an electrical emergency:

- (a) We may at the request of the emergency response service or ESB Networks discontinue the supply of electricity to the Premises; and
- (b) You must refrain from using electricity immediately upon being told by us or ESB Networks that you should do so.

10. Emergency Response Service

- (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), or may be obtained by contacting us in accordance with Condition 18.

11. 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 electricity as a result of our inability to secure a supply of 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 agreement in contract, tort (including negligence) or otherwise for any indirect or consequential loss or economic loss suffered by you as a result of the sale or supply of 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 ESB Networks, your Electricity Connection or any Distribution Services.
- (d) The Customer accepts liability for the care and maintenance of the Appliances and associated wiring at the Premises.
- (e) We accept no liability arising in relation to your Appliances, the associated wiring or the maintenance of the Appliances or associated 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.

12. Right to Terminate and De-energise

- (a) This Agreement has an initial term of one year from the Commencement Date (the "Initial Term") unless terminated earlier (which date will be, in all circumstances, the "Termination Date") by the Supplier in accordance with Condition 12 (e).
- (b) At the end of the Initial Term, this Agreement will remain in force until terminated by either party giving the other party not less than 28 days' written notice of termination, expiring at any time after the end of the Initial Term, unless terminated earlier by the Supplier pursuant to Condition 12 (e). The Initial Term, together with any subsequent period (if any) during which the Agreement remains in force, shall be referred to in these Conditions as the "Term of the Agreement".
- (c) The Customer will remain liable for any electricity supplied to the Premises up to the Termination Date, or, if later, the date on which ESB Networks has been given access to the Premises in order to read the Meter or the Customer has informed the Supplier of the Meter reading.
- (d) On termination of this Agreement, the Supplier may choose not to procure the de-energising of the Premises if satisfactory arrangements are in place to transfer liability to a person who is acceptable to the Supplier.
- (e) The Supplier may procure the de-energising of the supply of electricity and/or terminate this Agreement without notice, in the following circumstances:
 - (i) If the Customer becomes bankrupt, insolvent, makes any voluntary arrangement with any of its creditors, if a receiver or an administrative receiver is appointed over any part of the Customer's business or property, or the Customer goes into liquidation or an examiner is appointed to the Customer;
 - (ii) If the continuation of the supply of electricity to the Premises is no longer economically viable;

- (iii) If the Customer has not paid any monies due by it under this Agreement for 14 days or more following the expiry of the due date for payment, as described in Condition 7 (e);
 - (iv) If the Customer is in material breach of these Conditions for one month or more, having received notice of such breach from the Supplier and having failed to remedy same;
 - (v) If the Supplier considers, or ESB Networks informs the Supplier, that there is any risk of fire or explosion or injury to persons or property as a result of any defects or suspected defects in the supply main, service pipe, meter installation or the electrical appliances or as a result of the supply of electricity to the Premises generally; or
 - (vi) If the Supplier no longer has an electricity supply licence to supply the Premises.
- (f) 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.
- (g) 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.
- (h) The termination of this Agreement, howsoever arising will not affect the rights and duties of either party accrued prior to termination.
- (i) Further information in relation to our policy and procedures for causing premises to be disconnected from the electricity network is set out in our Code of Practice on Bill Payment which may be obtained by contacting us in accordance with Condition 18.

13. 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 power 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.

14. Complaints

- (a) You may make a complaint in relation to any issue arising under this Agreement by contacting our Customer Service Department in accordance with Condition 18.
- (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 18.

15. Variation of Conditions

- (a) The Supplier may amend, vary or add to these Conditions at any time on giving the Customer ten (10) days notice in writing. This notice will indicate where you may view or obtain a copy of the new Conditions. If any variation, addition or amendment is unacceptable to you, you may end the Contract in accordance with Condition 12 (b) (the unvaried Conditions applying during the 10 day notice period) otherwise you will be deemed to have accepted the new Conditions.
- (b) The Conditions shall be displayed on our website, or may be obtained by contacting us in accordance with Condition 18.

- (c) From time to time you may speak to employees of Bord Gáis Energy (or agents acting on its behalf) by telephone. To ensure that Bord Gáis Energy provides a quality service, your telephone conversations may be recorded. Bord Gáis Energy will treat the recorded information as confidential and will only use it for staff training/quality control purposes, confirming details of your conversations with Bord Gáis Energy or any other purposes mentioned in this Notice.
- (d) You have the right to ask for a copy of your personal data (Bord Gáis Energy is entitled to charge a nominal administration fee for this). If you wish to avail of this right, you should submit a written request to: Bord Gáis Éireann – Data Protection Officer, P.O. Box 51, Gasworks Road, Cork. In order to protect your privacy, you may also be asked to provide suitable proof of identification. If any of your details are incorrect please let us know and we will amend them.

21. Marketing

- (a) Bord Gáis Energy, members of the Bord Gáis Éireann group and/or agents acting on behalf of Bord Gáis Éireann may wish to contact you by text message, email, post, telephone or in person with information about products or services (relating to gas, electricity or other products and services, including those offered by third parties) which may be of interest to you. Please follow carefully the instructions below to ensure that your marketing preferences are respected.
- (b) If you do not wish to be contacted by e-mail or text message with information about Bord Gáis Energy products and services which relate to the supply of natural gas or electricity, please exercise your right of opt-out as described below.

- (c) If you do not wish to be contacted by post, telephone or in person with information about Bord Gáis Energy products or services, including those which may not relate to the supply of natural gas, please exercise your right of opt-out as described below.

How to exercise your right of opt-out

You can exercise your right of opt-out by either:

Writing to us at:
 Bord Gáis Energy
 Data Protection Opt-out
 PO Box 10310
 Freepost F4062
 Dublin 1

OR

Completing the Web Form on:
www.bordgaisenergy.ie/dp

22. General

- (a) The headings in these Conditions are for convenience only and will not affect their interpretation.
- (b) If the Supplier waives a breach of this Agreement by the Customer, that waiver shall not be considered to be or include a waiver of any subsequent breach by the Customer 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 Agreement shall be governed and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction to decide any disputes arising between the Customer and the Supplier.

www.bordgaisenergy.ie

**If you need help or advice
please contact us:**

Tel: 1850 405 805

Fax: (01) 602 1201

bgenergy@bordgais.ie

Customer service

Business electricity

Bord Gáis Energy

PO Box 10943, Dublin 1

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