

A woman with her hair in a bun, wearing a light blue shirt, is seen from behind, reading a document. The document is held in her hands and is the central focus of the image. The background is a plain, light-colored wall.

Residential natural gas Terms and conditions



These are our new standard conditions (August 2011) approved by the Commission for Energy Regulation. These replace all previous versions.

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

We would ask you to read the Data Protection Notice in Conditions 24 and 25 carefully.

www.bordgaisenergy.ie

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

Tel: 1850 632 632

Fax: 1850 631 631

info@bordgais.ie

Minicom: 1850 630 630

(for hearing impaired customers)

Customer service

Residential natural gas

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 these Conditions the words below have the following meanings:

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

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

“Bord Gáis Éireann” means a statutory body established by the Gas Act 1976, having its principal office at Gasworks Road, Cork, acting through its energy supply business, Bord Gáis Energy and through its network business, Bord Gáis Networks.

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

“Bord Gáis Networks” means the networks business of Bord Gáis Éireann, Gasworks Road, Cork, acting as the agent for and on behalf of Gaslink (and its successors and assigns).

“Commission” means the Commission for Energy Regulation.

“Conditions” means the standard Conditions of supply set out in this document.

“Connection Agreement” means the agreement between you and Bord Gáis Networks which governs the Natural Gas Connection. You may request a copy of this agreement from Bord Gáis Networks.

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

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

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

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

“Gas Card” means a computer readable card issued by us which will record your pre-paid Natural Gas credits and is inserted into your Pre Payment Meter.

“Gaslink” means Gaslink Limited, 6 Lapps Quay, Cork which has been appointed by the Commission for Energy Regulation as the licensed independent operator of Bord Gáis Networks’ Distribution System (and its successors and assigns).

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

“last resort supply direction” means a direction given to a supplier by the Commission requiring it to make available a supply of Natural Gas to Premises previously supplied by another supplier.

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

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

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

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

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

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

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

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

“**Pre Payment Meter**” means the prepayment computerised Meter through which Natural Gas may be pre-paid from us using a Gas Card.

“**Siteworks**” means any works carried out by Bord Gáis Networks in relation to the customer’s Natural Gas Connection and any other piece of work as set out in Bord Gáis Networks’ 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.

“**You**” means you the customer who has entered into the Contract for the supply of Natural Gas to the Premises.

- 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 to you at the Premises subject to these Conditions until the Contract is ended by either of us in accordance with Conditions 15 and 16. We may issue you additional product specific terms and conditions depending on the particular product you have chosen. Together these form the Contract between us.
 - (b) If we do not already supply the Premises, we will begin supplying the Premises on the date that we tell you and the Contract will commence on that date.
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3. Metering and Billing

- (a) The Natural Gas supply will be measured by the Meter and metering equipment that will be installed and maintained in line with the relevant Connection Agreement which sets out the main commercial terms for the connection of loads to the Bord Gáis Networks’ Distribution System at your Premises. Bord Gáis Networks staff, its agents or contractors will read the Meter.
- (b) In between readings of the Meter, estimations of your Natural Gas consumption may be made by Bord Gáis Networks in line with the FAR process. An estimated Meter read will be calculated in line with the FAR

process having regard to a number of factors including (but not limited to) prior Natural Gas usage at the Premises, the time of year and the nature of the Premises.

- (c) We will regularly send you bills for the Natural Gas that you use. Your bill may also include charges for services 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 to us 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 632 632.
- (f) If we supply Natural Gas to you but all or part of such Natural Gas supplied is not registered by the Meter (due to a fault or unauthorised interference or any other reason), you must pay an amount equal to the charge that would have been payable had the Meter or metering equipment been working properly.
- (g) Further information on your bill can be obtained in our code of practice on billing entitled "Bill Payment" and may be obtained by contacting us in accordance with Condition 21.

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

- (a) In consideration, and as a condition, of being connected to the Bord Gáis Networks' 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 Bord Gáis Networks' Distribution System is provided and operated.

- (b) These terms and conditions, called the "Gaslink, BGN Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points", are available at www.gaslink.ie and www.bge.ie/networks or by contacting Bord Gáis Networks at 1850 200 694 and are entered into between you and Bord Gáis Networks, acting as the agent for and on behalf of Gaslink as and from the date of this Agreement.

5. Access and Siteworks

- (a) All equipment and installations up to and including the Meter belong to Bord Gáis Networks and must be used in accordance with Bord Gáis Networks' instructions and terms and conditions. Bord Gáis Energy has no responsibility for maintaining the Meter or any metering equipment or associated pipe work. Pipe work from the Meter into your Premises and your Appliances connecting to it are your responsibility. Neither Bord Gáis Energy nor Gaslink nor Bord Gáis Networks accepts any responsibility for maintaining these.
- (b) The customer must comply with any conditions given to it by Bord Gáis Networks or by the Supplier on behalf of Bord Gáis Networks regarding the Natural Gas Connection or any related matters. A copy of Bord Gáis Networks' terms and conditions can be found on their website at www.gaslink.ie and www.bge.ie/networks or by phoning 1850 200 694 .
- (c) You agree to be bound by any conditions given to you by Bord Gáis Networks or by us on behalf of Bord Gáis Networks regarding your Natural Gas Connection and any related matters.
- (d) You are responsible at all times for having due care towards the Meter. You will not interfere or allow any interference with the Meter, whether for repairs or for any other purpose without Bord Gáis Networks' consent, and shall notify Bord Gáis Networks and/or us promptly of any

- defect in the Meter or if any alteration or other attention is required.
- (e) You may request Bord Gáis Networks to carry out Siteworks at the Premises in accordance with the terms of this Contract.
 - (f) Bord Gáis Networks (and when appropriate we) will inform you at the time that you request the Siteworks of the cost and payment terms of the Siteworks.
 - (g) We may request that Siteworks 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 whether requested by you or us. This includes any costs incurred as a result of the cancellation of the Siteworks by you or because of your default.
 - (i) You are also responsible for any fees payable where Bord Gáis Networks visits the Premises to carry out the Siteworks at a time agreed with you, but is unable to do so due to your default.
 - (j) You must allow Bord Gáis Networks' authorised personnel, agents or contractors entry to your Premises to which gas is supplied for the purposes of reading, inspecting, disconnecting, locking or removing the Meter or Meters and for all other purposes in connection with providing gas. Such entry to be permitted at all reasonable times and at any time in case of any emergency or network emergency.
 - (k) If you fail to comply with Condition 3 (Metering and Billing) or 5 (Access and Siteworks) and this frustrates or delays payment for the Natural Gas used by you, we will be entitled to treat this as a neglect or refusal to pay for the purposes of this Contract.

6. Price of gas

- (a) The price of the Natural Gas supplied by us is set out in our tariff structure, which is published by us from time to time and approved by the Commission.
- (b) Our up-to-date tariff structure is displayed on our website www.bordgaisenergy.ie or it may be obtained by contacting us in accordance with Condition 21.
- (c) 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.
- (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 1850 632 632.
- (e) Some tariffs are calculated based on usage over a 12 month period. In the event that you are on a commitment tariff which is calculated over a 12 month usage, it will be necessary to adjust your bills should you decide to change your tariff within the 12 month period. You will be liable for any costs associated with this following recalculation of your bills.

7. Payment of Accounts

- (a) You must pay us the cost of the Natural Gas consumed at the Premises, or which is estimated that you have consumed during the Billing Period (plus VAT), and any supply charge which may be applicable to the tariff you have chosen.
- (b) Unless we have agreed otherwise, every bill, including an estimated Meter read, is payable on the date specified in the bill.

- (c) You must also pay us for any amount specified on the bill for other services that we have agreed to provide to you.
- (d) You must pay us for any Siteworks that we or you have requested be carried out at your Premises and for which we have been charged by Bord Gáis Networks. This includes (but is not limited to) the locking, unlocking, disconnection, or reconnection or testing of the Meter.
- (e) Natural Gas is charged in kWh. To convert the Meter read or estimated Meter read into kilowatt hours (kWh) a conversion factor is applied. This conversion factor is provided to us by Bord Gáis Networks and is shown on your bill.
- (f) The unit cost of a kWh of Natural Gas is applied to the number of kWh used or estimated to have been used during the Billing Period to produce the cost of Natural Gas used by you at the Premises. Other charges may be payable (including a supply charge) depending on the tariff you have chosen.
- (g) Your liability to pay for the Natural Gas used at the Premises (plus VAT) together with any supply charges which may be applicable to the tariff you have chosen and any amount specified on the bill for other services that we have agreed to provide to you continues until all sums due are discharged by you.
- (h) You must pay us by one of the methods set out on our website, on the back of your bill or as set out in our Code of Practice entitled "Bill Payment".
- (i) If you do not pay us any sum due under the Contract you may be liable to pay us interest from the due date at a rate equal to 2% above EURIBOR, accruing on a daily basis until payment is made.
- (j) Should you neglect or refuse to pay any sums due by you to us in respect of Natural Gas, we may request Bord Gáis Networks to install a Pre Payment Meter at your Premises in order to maintain your supply and/or repay any Natural Gas debt owed by you which may be recovered through the Pre Payment Meter. You may be responsible for the cost of installing the Pre Payment Meter.
- (k) A Gas Card will be issued to you for use with the Pre Payment Meter. You shall be responsible for the safe custody of the Gas Card. If a replacement Gas Card is required by you it will be charged to you at the rate prevailing at that time. For further information on Pre Payment Metering please see our Code of Practice on Pre Payment Metering. You may obtain a copy of this code by contacting us in accordance with Condition 21.
- (l) 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.
- (m) A copy of our Code of Practice entitled "Bill Payment" may be obtained by contacting us in accordance with Condition 21.

8. Calculation of Energy Supplied

- (a) The customer 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 Bord Gáis Networks.
- (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 Bord Gáis Networks and is shown on your bill.
- (c) The calculation of Natural Gas supplied will conform with the requirements of Directive 2004/22/EC on measuring instruments or any amendment or re-enactment of that Directive.

9. Security

If we decide it is required at any time, you must provide us with security cover (the form of this to be decided by us). This is for the payment of any monies which become due by you under the Contract and which remain unpaid. Any security cover provided to us which is in the form of a cash deposit will be repaid to you when you close your account provided all sums due have been paid or within a certain period provided you have satisfied our payment terms on a continuous basis, whichever is the earliest.

10. Special Services Customers

- (a) We will provide certain services to our customers who require special services in relation to their gas usage. Details of these special services are set out in our Code of Practice for special services customers which may be obtained by contacting us in accordance with Condition 21.
- (b) We maintain a register of special services customers. If you wish to be treated as a special services customer and receive the services as set out in our Code of Practice on 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 Bord Gáis Networks who require the information to perform certain services for you and in accordance with these Conditions and the law.

11. Natural Gas/Network Emergency

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

- (a) we may at the request of the National Gas Emergency Manager, the Emergency Response Service or Bord Gáis Networks discontinue the supply of Natural Gas to the Premises; and

- (b) you must refrain from using Natural Gas immediately upon being told by us or Bord Gáis Networks or the National Gas Emergency Manager that you should do so.

12. Emergency Response Service

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

13. Limitation of Liability

- (a) We will not be responsible for any loss or damage sustained by you in respect of any failure by us to supply gas as a result of our inability to secure a supply of Natural Gas, industrial action, breaks or defects in mains, or any other reasonable cause outside our control.
- (b) We will not be liable to you under this agreement in contract, tort (including negligence) or otherwise for any indirect or consequential loss or economic loss suffered by you as a result of the sale or supply of Natural Gas or in connection with this agreement.
- (c) We will not have any liability howsoever arising in respect of, or in connection with, any failure of the services provided by Bord Gáis Networks, your Natural Gas Connection or any Siteworks.
- (d) The customer accepts liability for the care and maintenance of the

Appliances and associated pipe work at the Premises.

- (e) We accept no liability arising in relation to your Appliances, the associated pipe work or the maintenance of the Appliances or associated pipe work.
- (f) Nothing in this agreement will exclude or restrict our liability for damages arising out of liability for death or personal injury arising from our negligence.

14. Discontinuance of Natural Gas Supply

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

- (a) under instruction of Bord Gáis Energy in accordance with Condition 15(b); or
- (b) for safety; or
- (c) suspected interference reasons; or
- (d) if there is no active gas supplier at your Premises.

15. Your Right to Terminate the Contract

- (a) If you are moving Premises and/or no longer wish to keep your gas account open you must give us seven calendar days notice in advance of you leaving the Premises (or as otherwise agreed by us) by telephone or by writing to us (in accordance with Condition 21) and pay the amount due for all Natural Gas used up to the date of such termination and for any other charges and obligations in your tariff or services that we have agreed to provide to you under this Contract.
- (b) You will remain liable for any Natural Gas used in the Premises until this notice is given and has expired AND you have either a) informed us of the Meter reading and you have provided us with the name of the incoming customer OR b) you have given access

to Bord Gáis Networks to read the Meter and you have provided us with the name of the incoming customer. If you cannot provide us with the name of the incoming customer, you must give Bord Gáis Networks access to the Premises to lock the Meter and discontinue the supply of gas to the Premises.

- (c) In the event that you do not meet the requirements of Condition 15 (a) and/or (b) you may remain liable for any Natural Gas used until the Meter is locked or a new account is opened at the Premises. If it can be shown that you have made best endeavours to close your account in accordance with this Condition, you will not remain liable for any charges in respect of your account after a period up to two months from the date you requested your account to be closed.
- (d) The ending of the Contract, will not affect any rights or duties which have accrued to you prior to the Contract ending.
- (e) Where the supply of Natural Gas is disconnected due to your default, you will pay us all expenses reasonably incurred and the cost of disconnection and of subsequent reconnection, if any.
- (f) Further information in relation to our policy and procedures for causing Meters to be locked or Premises to be disconnected from the Natural Gas network is set out in our Code of Practice on "Bill Payment" which may be obtained by contacting us in accordance with Condition 21.
- (g) 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 to the Premises until a new Contract is entered into for the supply of Natural Gas to the Premises or until this Contract is terminated.

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

- (a) We may lock and/or disconnect your Meter and may terminate this Contract in the following circumstances:
 - (i) With notice, if you have not paid any monies due by you under the Contract and we have followed our policy in our Code of Practice on “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 Pre Payment Meter for the recovery of debt, where suitable.
 - (iv) Without notice, if the National Gas Emergency Manager, the Emergency Response Service or Bord Gáis Networks informs us that there is any risk of fire or explosion or injury to persons or property as a result of any defects or suspected defects in the supply main, service pipe, Meter installation or the Appliances and this is not rectified within a reasonable period of time.
 - (v) Without notice, if we consider that there is any risk of fire or explosion or injury to persons or property by reason of any defects or suspected defects in the supply main, service pipe, Meter installation, or your internal installations up to and including the Appliances.
 - (vi) Without notice, if we no longer have a Licence to supply your Premises.
 - (vii) Without notice, if a last resort supply direction is given to another supplier in respect of the Premises, and the Contract will end on the date that the direction takes effect.
- (b) The ending of the Contract, will not affect any rights or duties which have accrued to us prior to the Contract ending.

17. Complaints

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

18. Variation of General Conditions

- (a) We may amend, vary or add to these Conditions at any time on giving you twenty eight (28) 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 14(a) (the unvaried Conditions applying during the twenty eight 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 21.

19. Assignment

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

20. Notices

- (a) Except for price change notices issued under Condition 6(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 in accordance with Condition 21.

21. Contact Details

- (a) Our Customer Service Department may be contacted:
- (i) In writing:
Bord Gáis Energy
PO Box 10943
Dublin 1
 - (ii) By telephone: 1850 632 632
 - (iii) By fax: 1850 631 631
 - (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

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

22. Bord Gáis Energy Codes of Practice and Customer Charter

- (a) We have 5 Codes of Practice covering Complaint Handling, Marketing, Bill Payment, Pre Payment Metering and special 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 1850 632 632 or visit our website www.bordgaisenergy.ie

- (b) We have a Customer Charter which sets out our customer service commitments and our six guaranteed service standards. To obtain a free copy please call us on 1850 632 632 or visit our website www.bordgaisenergy.ie

23. Customer Information

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

24. Data Protection Notice

- (a) In order that Bord Gáis Éireann may provide you with an effective service, it is necessary for Bord Gáis Éireann to collect and use data relating to you while you are being supplied with Natural Gas. This data is used mainly to manage your customer account and for operational reasons, including, for example, visits to your Premises, works required at your Premises and construction and maintenance activities. In addition, data relating to you may be used for health and safety, administration, risk assessment, marketing and credit checking purposes. We may use the data relating to you to carry out credit checks and for fraud prevention with licensed agencies, fraud prevention agencies and other licensed gas Suppliers. This data may be recorded by these organisations to prevent fraud, help make credit decisions about you and for debt collection purposes. Bord Gáis Éireann may keep your data for a reasonable period after you cease to be supplied with Natural Gas but will not keep it for any longer than is necessary and/or as required by law.

- (b) Bord Gáis Éireann may disclose your data to other members of the Bord Gáis Éireann group and agents who act on behalf of Bord Gáis Éireann in connection with the activities referred to above. Such agents are only permitted to use your data as instructed by Bord Gáis Éireann. They are also required to keep your data safe and secure.
- (c) From time to time you may speak to employees of Bord Gáis Éireann (or agents acting on its behalf) by telephone. To ensure that Bord Gáis Éireann provides a quality service, your telephone conversations may be recorded. Bord Gáis Éireann 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 Éireann or any other purposes mentioned in this Notice.
- (d) You have the right to ask for a copy of your personal data (Bord Gáis Éireann 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 - 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.

25. Marketing

Bord Gáis Éireann, 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, e-mail, 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.

If you do not wish to be contacted by e-mail or text message with information about Bord Gáis Éireann products and services which relate to the supply of Natural Gas or electricity, please exercise your right of opt-out as described below.

If you do not wish to be contacted by post, telephone or in person with information about Bord Gáis Éireann 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
Freeport F4062
Dublin 1

OR

completing the Web Form on
www.bordgais.ie/energysupply/dp

26. 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 shall have exclusive jurisdiction to decide any disputes arising between us and you.