

**Natural gas**  
Small and medium  
business users  
**Terms and conditions**



August 2011

BGE/BG/AC/0711

These are our standard conditions approved by the Commission for Energy Regulation.

As a 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](http://www.bordgaisenergy.ie)

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

**Tel: 1850 427 349**

**Fax: 1850 427 350**

**businessdirect@bordgais.ie**

**Business 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.

August 2011

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## 1. Definitions

### 1.1 In this Agreement:

**“Agreement”** means the Tariff Agreement together with these Terms and Conditions of Gas Supply for Business Customers.

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

**“Bord Gáis 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 networks business, Bord Gáis Networks.

**“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).

**“Billing Period”** means a period of one Month or two Months (depending on your tariff) in respect of which the Supplier issues an invoice to the Customer under the Agreement.

**“Business Day”** means any day other than a Saturday or Sunday when banks are generally open for business in Ireland.

**“Commencement Date”** means the date set out in the Tariff Agreement or such later date notified by the Supplier to the Customer when Natural Gas is available for the Supplier to supply to the Customer at the Premises.

**“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.

**“Customer”** or **“you”** means the person or company who has entered into the Agreement for the supply of Natural Gas and whose name and address are as set out in the Tariff Agreement.

**“Customer’s Premises”** or **“Premises”** means the premises specified in the Tariff Agreement and 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.

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

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

**“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 purpose 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 the method is approved by the Commission.

**“Force Majeure”** means any occurrence or circumstance beyond the control of either party resulting in or causing failure of that party to fulfil its

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

**“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 the Supplier 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 the Customer on the Premises and includes any such meter or meters of any type supplied to you at any time at the Premises.

**“Month”** means a period commencing on any Day of a calendar month and ending on the same date in the next succeeding calendar month.

**“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.

**“Party”** means one or other Party to this Agreement as set out in the Tariff Agreement (being the Customer and the Supplier) and the term **“Parties”** shall be construed accordingly.

**“Reasonable and Prudent Operator”** means a person, firm or body corporate seeking in good faith to perform its contractual obligations hereunder and in so doing exercising that degree of care, diligence and foresight reasonably and ordinarily exercised by skilled and experienced operators engaged in the same type of undertaking or under the same or similar circumstances and conditions and any reference to the standard of a Reasonable and Prudent Operator will mean such a degree of care, diligence, prudence and foresight as aforesaid.

**“Siteworks”** means any works carried out by 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 or servicing of the Meter or equipment used in the transportation and supply of Natural Gas.

“**Supplier**” or “**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.

“**Supply Period**” means the term of the Agreement which shall commence on the Commencement Date and continue until terminated in accordance with Condition 21 of these Terms and Conditions of Gas Supply for Business Customers.

“**Tariff Agreement**” means the contract signed or agreed to by the Customer setting out (amongst other things) the Customer’s details, the Premises to be supplied and annual quantities incorporating the Terms and Conditions of Gas Supply for Business Customers.

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

“**Terms and Conditions of Gas Supply for Business Customers**” means these standard terms and conditions of gas supply as amended from time to time.

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

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

- 1.2** References in the Agreement 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**

- 2.1** The Supplier will sell and supply Natural Gas to the Customer at the Premises for the Supply Period in accordance with the law and subject to the Agreement.
- 2.2** The purpose of supply is that set out in the Tariff Agreement. The Natural Gas supplied by the Supplier may not be resold by the Customer in any form or used for any purpose other than that specified in the Tariff Agreement without the prior written consent of the Supplier.

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## **3. Price**

- 3.1** The price of the Natural Gas supplied by us is set out in our tariff structure and as approved by the Commission, which is published by us from time to time.
- 3.2** Our up-to-date tariff structure is displayed on our website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie) or may be obtained by contacting us in accordance with Condition 22.
- 3.3** 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 increase or reduction to the price and the date from which the change is to become effective.
- 3.4** Your tariff depends on your annual consumption level and pattern of usage of Natural Gas which will be assessed once per year.
- 3.5** The Customer shall pay to the Supplier the amount of any VAT applicable to your tariff which will be included in the Customer’s bill.

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## 4. Metering and Billing

- 4.1** 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.
- 4.2** In between readings of the Meter, estimations of your Natural Gas consumption may be made by Bord Gáis Networks using the FAR process. An estimated meter read will be calculated using the FAR process having regard to a number of factors including (but not limited to) prior Natural Gas usage at the Premises, the time of year and the nature of the Premises.
- 4.3** The Supplier will invoice the Customer monthly in respect of a Billing Period which, for the avoidance of doubt, may include part of different consecutive calendar months. The Supplier reserves the right to vary this arrangement from time to time. The Customer will pay for Natural Gas taken, or estimated to have been taken, by it during any part of a calendar month falling within the Billing Period (plus VAT).
- 4.4** The Supplier may also include in your monthly invoice charges (plus VAT) for any services that we have agreed to supply to you and that you have agreed to receive.
- 4.5** 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, reconnection or testing of the Meter.
- 4.6** If the Supplier or the Customer discovers that any Meter reading has been inaccurate or omitted, or the readings have not been converted into charges correctly, the Customer or the Supplier as the case may be, must pay any money that is due at the date of the next bill.
- 4.7** If the Supplier supplies Natural Gas to the Customer but all or part of such Natural Gas supplied is not registered by the Meter (due to a fault or unauthorised interference or any other reason), the Customer must pay an amount equal to the charge that we and Bord Gáis Networks estimate would have been payable had the Meter or metering equipment been working properly.
- 4.8** A copy of our code of practice concerning arrangements for billing (entitled "Bill Payment") may be obtained on our website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie) or by contacting us in accordance with Condition 22.

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## **5. 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](http://www.gaslink.ie) and [www.bge.ie/networks](http://www.bge.ie/networks) or by contacting Bord Gáis Networks at 1850 20 06 04 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.

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## **6. Payment**

- 6.1** Payment will be made by variable bank direct debit (or such other method as may be specified by the Supplier from time to time) to the Supplier's account as designated from time to time so that the Customer's gas account with the Supplier is credited with the amount due not less than 14 days from the date of invoice.
- 6.2** The Customer will prior to the Commencement Date furnish to the Supplier a form of instruction to the Customer's bank authorising the bank to make payment to the Supplier in the manner set out in Condition 5.1. The Customer undertakes not to withdraw or vary any such instructions given to the Customer's bank.
- 6.3** Should the Customer fail to make payment to the Supplier of any sum due under the Agreement interest on the sum will accrue at a daily rate equal to 2 per cent above the Euribor Rate then in force on a daily basis (or if there is no such rate then a rate which is equivalent chosen at the discretion of the Supplier) from the due date for payment until payment is made, whether before or after any judgment.
- 6.4** 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.
- 6.5** Your liability to pay for the Natural Gas used at the Premises (plus VAT) together with any supply charges which may be applicable to your tariff 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.

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## 7. Access to the Meter and the Premises

- 7.1** 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. The Supplier 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.
- 7.2** 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](http://www.gaslink.ie) and [www.bge.ie/networks](http://www.bge.ie/networks) or by phoning 1850 200 694.
- 7.3** The Customer is responsible at all times for having due care towards the Meter. The Customer will not interfere or allow any interference with the Meter, whether for repairs or for any other purpose without Bord Gáis Networks' consent, and will notify Bord Gáis Networks and/or the Supplier of any defect in the Meter or if any alteration or other attention is required.
- 7.4** The Customer may request Bord Gáis Networks to carry out Siteworks at the Premises in accordance with the terms of this Agreement.
- 7.5** We may request that Siteworks are carried out at the Premises such as locking, unlocking, disconnection, reconnection or servicing of the Meter.
- 7.6** The Customer is 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 the Customer or because of the Customer's default.

The Customer will also be responsible for all fees payable where Bord Gáis Networks visits the Premises to carry out the Siteworks at a time agreed with the Customer, but is unable to do so due to the default of the Customer.

- 7.7** Bord Gáis Networks (or when appropriate the Supplier) will inform the Customer at the time that he requests the Siteworks of the cost and payment terms of the Siteworks.
- 7.8** The Customer 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.
- 7.9** If the Customer fails to comply with Conditions 4 or 7 and this frustrates or delays payment for the Natural Gas used by the Customer, the Supplier will be entitled to treat this as neglect or refusal to pay for the purpose of the Agreement.

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## 8. Security

- 8.1** If we decide it is required at any time, you must provide us with a security payment (the form of this payment to be decided by us). This is for the payment of any monies which become due by you under the Agreement and which remain unpaid.

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## 9. Calculation of energy supplied

- 9.1** The Customer will be charged for the number of kiloWatt hours (kWh) of Natural Gas consumed by it, or estimated to have been consumed by it, or passed through the Meter, or estimated to have been passed through the Meter, in accordance with the Gross Calorific Value of the Natural Gas as determined by Bord Gáis Networks.
- 9.2** 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.
- 9.3** The calculation of Natural Gas supplied will conform with the requirements of Directive 2004/22/EC or any amendment or re-enactment of that Directive.

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## 10. Units of measurement

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

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## 11. Quantities and Interruptions

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

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## 12. Assignment by the Supplier

- 12.1** The Supplier will be entitled to assign the benefit and/or burden of the Agreement without the prior written approval of the Customer.

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## 13. Complaints

- 13.1** The Customer may make a complaint in relation to any issue arising under the Agreement by contacting the Customer Service Department in accordance with Condition 22.
- 13.2** Any complaints made by the Customer will be dealt with by the Supplier in accordance with its Code of Practice for dealing with Customer Complaints. The Customer may obtain a copy of this code on the Bord Gáis Energy Supply website [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie) or by contacting us in accordance with Condition 22.

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## 14. Force Majeure

- 14.1** Notwithstanding any other provision of the Agreement, a party validly claiming Force Majeure will be relieved from liability for breach of the Agreement, or will not be otherwise liable, to the extent that owing to any Force Majeure which it has notified to the other party it has not performed any of its obligations which would otherwise have resulted in liability under the Agreement. The relief to be offered under this Condition will not extend to the obligations of either party to pay money when due or to give notice which it may be required to give under the Agreement.
- 14.2** The party affected by the Force Majeure must promptly:
- (a) notify the other party in writing of the Force Majeure and furnish such information as is available and may reasonably be disclosed relating to the Force Majeure including where relevant (but not limited to) the quantities of Natural Gas affected and an estimate of the time required to remedy the Force Majeure; and
  - (b) take all reasonable steps at a reasonable cost to rectify the Force Majeure and to minimise the damage caused thereby but will not be obliged to settle any strikes or other labour disputes except in such manner as it will in its own judgment consider it fit.

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## 15. Bord Gais Energy Codes of Practice and Customer Charter

- 15.1** We have 3 Codes of Practice covering Complaint Handling, Marketing and Bill Payment which set out the way we do our business in each of these areas and the services and levels of service you can expect. To obtain a free copy please call us on 1850 427 349 or visit our website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie)
- 15.2** We have a Customer Charter which sets out our customer service commitments and our 6 guaranteed service standards. To obtain a free copy please call us on 1850 427 349 or visit our website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie)

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## 16. Appliances

- 16.1** The Customer accepts liability for the care and maintenance of the Appliances at the Premises.
- 16.2** The Supplier accepts no liability whatsoever or howsoever arising whether in contract, tort (including negligence) or otherwise for the Appliances or the care and maintenance of the Appliances.

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## 17. Limitation of Liability

- 17.1** All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 17.2** The Supplier will not have any liability whether in contract or tort or otherwise whatsoever or howsoever arising in respect of or in connection with any failure of the services provided by Bord Gáis Networks, the Natural Gas Connection, or any Siteworks.
- 17.3** The Supplier will not have any liability whether in contract, tort (including negligence) for any indirect or consequential loss or economic loss suffered by the Customer as a result of the sale or supply of Natural Gas or in connection with the Agreement.

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## 18. 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 Gais Energy in accordance with Condition 21; or
- (b) for safety; or
- (c) suspected interference reasons; or
- (d) if there is no active gas supplier at your Premises.

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## 19. Network Emergency

- 19.1** In the event of and for the duration of a network emergency or in the case of an escape, or suspected escape, of Natural Gas:
- (a) the Supplier may at the request of the National Gas Emergency Manager, the emergency response service or Bord Gáis Networks discontinue the supply of Natural Gas to the Premises; and
  - (b) the Customer must refrain from using Natural Gas immediately upon being told by the Supplier or Bord Gáis Networks or the National Gas Emergency Manager that the Customer should do so.

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## 20. Emergency Response Service

- 20.1** The Emergency Response Service is operated by Bord Gáis Networks on behalf of all customers.
- 20.2** The contact details of the emergency response service are:
- 24 Hour Telephone Number:  
1850 20 50 50.
- 20.3** The Supplier will, in so far as is practicable, take steps to inform the Customer of any change in the details of the emergency response service prior to such change becoming effective. In any event the up-to-date information in this regard will be displayed on the Supplier's website ([www.bordgaisenergy.ie](http://www.bordgaisenergy.ie)) or on the Customer's Natural Gas bill or may be obtained by contacting us in accordance with Condition 22.

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## 21. Termination

- 21.1** Either party may terminate this Agreement by serving on the other party not less than 28 days notice in writing of its intention to terminate this Agreement. The Agreement will automatically terminate on the expiry of any notice so served.
- 21.2** This Agreement may be terminated by either party at any time without notice, if the other party commits a material breach of the Agreement and fails to remedy it within a reasonable time but without prejudice to any antecedent rights or remedies of either party. Without prejudice to the classification of any other breach as a material breach, any failure by the Customer to pay any sum due under this Agreement on time will be deemed to be a material breach of this Agreement and the Supplier may terminate the Agreement and/or lock or disconnect the Meter.
- 21.3** The Supplier may lock or disconnect the Meter without notice (and may terminate the Agreement with notice) in the following circumstances:
- (a) if the Customer becomes bankrupt, insolvent, makes any voluntary arrangement with any of its creditors, if a receiver or administrative receiver is appointed over any part of the Customer's business or property, the Customer goes into liquidation or an examiner is appointed to the Customer;
  - (b) if the Supplier no longer has a Licence to supply the Premises;
  - (c) if the National Gas Emergency Manager, the emergency response service or Bord Gáis Networks informs the Supplier 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 Appliances and this is not rectified within a reasonable period of time;
  - (d) if the Supplier reasonably considers that there is a risk of fire or explosion or injury to persons or property due to the supply of Natural Gas to the Premises; or
  - (e) if a last resort supply direction is given to another supplier in respect of the Premises, in which event the Agreement will terminate on the date that the direction takes effect.
- 21.4** The termination of the Agreement, however arising, will be without prejudice to the rights and duties of either party accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.
- 21.5** Further information in relation to our policy and procedures for causing premises to be disconnected from the Natural Gas network is set out in our Code of Practice on "Bill Payment" which may be obtained on our website ([www.bordgaisenergy.ie](http://www.bordgaisenergy.ie)) or by calling us on 1850 427 349.

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## 22. Contact Details

- (a) Our Customer Service Department may be contacted:

In writing:                   Bord Gáis Energy  
                                    PO Box 10943  
                                    Dublin 1

By telephone:             1850 427 349

By fax:                      1850 427 350

By e-mail:                 business@bordgais.ie

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

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

- (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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## 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".

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## 24. Data Protection Notice

**24.1** 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.

**24.2** 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.

**24.3** 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.

**24.4** 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.

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## 25. Marketing Notice

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, 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.

If you do not wish to be contacted by e-mail or text message with information about Bord Gais 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  
Freepost F4062  
Dublin 1

OR

Completing the Web Form on:  
[www.bordgaisenergy.ie/dp](http://www.bordgaisenergy.ie/dp)

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## 26. Notices

Except for price change notices issued under Condition 3.3, any notice or request to be given by one Party to another under the Agreement will be delivered to the Party in question or sent to such Party by registered post, facsimile transmission or electronic mail addressed to that Party at such address as the Party in question will from time to time designate by written notice and, until such notice will be given, the addresses of the Parties will be those that appear in the Tariff Agreement. Any notice or request given in accordance with this Condition shall be deemed to have been received as follows: (a) in the case of post, two Business Days after posting; (b) in the case of facsimile transmission, when written confirmation of its transmission has been recorded by the sender's fax machine provided always that such written confirmation is retained by the sender for inspection by the other party; and (c) in the case of electronic mail, at the time it was sent, unless the sender receives notification that the electronic mail has not been received.

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## 27. General

- 27.1** We reserve the right to change the Terms and Conditions of Gas Supply for Business Customers by giving written notice to you as soon as is reasonably practicable prior to the changes being introduced.
- 27.2** The headings in these Conditions are for convenience only and will not affect their interpretation.
- 27.3** No waiver by the Supplier of any breach of the Agreement by the Customer will be considered as a waiver of any subsequent breach of the same or any other provision.
- 27.4** If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question will not be affected thereby.
- 27.5** The Agreement will be governed and construed in accordance with the laws of Ireland and the courts of Ireland will have exclusive jurisdiction to decide any disputes arising between the Supplier and the Customer.

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## 28. Entire Agreement

- 28.1** The Customer acknowledges that it has read and understands these Terms and Conditions of Gas Supply for Business Customers and the Tariff Agreement (which together, constitute the Agreement) and the Customer agrees to be bound by the Agreement.
- 28.2** The Customer acknowledges that these Terms and Conditions of Gas Supply for Business Customers and the Tariff Agreement together constitute the complete and exclusive statement of the agreement of the Parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the Parties relating to the subject matter of the Tariff Agreement and these Terms and Conditions of Gas Supply for Business Customers.

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

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

**Tel: 1850 427 349**

**Fax: 1850 427 350**

**[businessdirect@bordgais.ie](mailto:businessdirect@bordgais.ie)**

**Business 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.