

# Natural gas fixed rate plan



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

BGE/RG/FWP/1018



# Natural gas fixed rate plan for your home

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# 1

## Hello and welcome to Bord Gáis Energy!

Thanks for choosing us as your gas supplier. We're delighted to have you as a customer. We'll do everything we can to help you and make sure you're happy with our service.

### Your welcome guide

This booklet has all the information you need to manage your account. We'll show you how to take meter readings, manage your bill and we've some helpful frequently asked questions.

And, of course, we had to include the small print so you'll also find our terms and conditions, and a data protection notice.

### Talk to us any time

We're committed to helping you and improving what we do, so we'd love to hear what changes you would like to see. Let us know if there's anything you think we could do better. You'll find our contact details on [page 13](#).

# 2

## Getting started

We like to keep things simple. Every two months, we'll calculate what you owe either from your meter reading or from an estimate from Bord Gáis Networks. Then we'll send out your bill.



### Options to suit you

As you've signed up to our fixed rate plan you have the comfort of knowing that the price you pay for your gas won't change.

Plus as you've signed up to Direct Debit we'll process your payment 14 days after we issue your bill.

### Overdue accounts

If you've any problems paying your bill, give us a call on **01 611 01 06**. We'll work with you to try to sort it out.

We may have to withdraw your gas supply if your bill is left unpaid. You may also incur Bord Gáis Networks charges.

For more information, log on to [bordgaisenergy.ie](http://bordgaisenergy.ie)



### Find out more

To learn more about our price plans and how we calculate your bill, check out [bordgaisenergy.ie](http://bordgaisenergy.ie) or call us on **01 611 01 01** or **1850 632 632**.

Check out [pages 8-9](#) for a useful guide to understanding your bill or you'll find a handy list of FAQs on [page 11](#).



Keep your bills low by checking out our energy efficiency tips on [bordgaisenergy.ie](http://bordgaisenergy.ie). Free, easy and simple!

# 3

## Keep track online and on the go

We've made it easy for you to keep track of your gas use and costs.

You can download our iPhone app or log into your account at [bordgaisenergy.ie](http://bordgaisenergy.ie) and enjoy the following services at the click of a button:

- Upload your own meter readings to ensure your bill is always based on your actual usage. You'll also find a handy guide on how to take your meter reading.
- Check your balance whenever it suits you and easily monitor your gas use.
- See when your last bill was due and how much it was.
- Send us your queries or ask us to give you a call.
- Find all the contact details you need.



### Go paperless

Once you're registered online, you can choose to have paperless billing.

We'll email you when your bill is ready for you to view online or on our app. You'll no longer receive bills in the post, but you can print your bill from our site at any time online.

If you have multiple accounts, you can choose paperless billing for some and still have bills posted to you for others. You'll find this option in the Choose Account section of the site.



### Our phone services

You can also manage your account and talk to us about your gas service over the phone. Give us a call on

**01 611 01 01** or **1850 632 632**.



## Boiler Services

A cosier home costs less when you service your natural gas boiler. We have over 30 years' experience so you can be sure that our Service Engineers will give your boiler all the care and attention it needs.

Enjoy the following benefits once your boiler has been serviced:

- Save up to €150\* per year on your heating costs
- Flexible monthly payment options
- Make your home a cosier place to be
- Reassurance your boiler is reliable and safe
- Improve our environment, cut down on CO<sub>2</sub> emissions

\*Source: Sustainable Energy Authority of Ireland (SEAI)

### We're there for you

Our Service Engineers offer a full repair service 24 hours a day, 365 days a year for natural gas boilers in case of breakdowns. They are fully insured and trained to the highest standards, giving you peace of mind that your boiler is operating safely and effectively.



Call Bord Gáis Energy to book your service today  
on **01 611 01 05**



# 5

## Your gas bill explained

- 1 Bill address**  
This is where we send the bill.
- 2 Account number**  
Have this handy when you call us.
- 3 Meter number**  
The meter number is unique to the physical meter. If your meter is replaced the meter number will change.
- 4 Meter readings**  
Your present and previous meter readings are shown.  
There are three main types:  
A - An adjustment has been made to the previous bill  
C - A reading you have given us  
E - An estimate from Bord Gáis Networks
- 5 Units**  
This figure represents the number of units in cubic metres or cubic feet (M<sup>3</sup>hc<sup>3</sup>) which you are billed for.
- 6 Conversion factor**  
The conversion factor used to convert the gas from cubic metres or cubic feet to kWh.
- 7 kWh**  
The figure in kilowatt hours for which you are being billed.
- 8 GPRN (Gas Point Registration Number)**  
This seven digit reference number is used to identify your gas meter and connection to the gas network.
- 9 AC Band (Annual Consumption Band)**  
Your estimated annual usage of natural gas fits into a band according to your consumption.  
A - Less than 6,000 kWhs  
B - 6,000 kWhs to 23,500 kWhs  
C - 23,500 kWhs to 73,000 kWhs  
Y - 73,000 kWhs to 750 MWhs  
Z - 750 MWhs to 5,500 MWhs
- 10 Standing charge**  
The standing charge is included on every bill when you are on either the standard rate tariff, standard pay as you go tariff, the winter saver tariff and the large residential user tariff.
- 11 Rate**  
The rate at which you are being billed eg. fixed rate.
- 12 Bank giro credit transfer**  
This is the bank giro that you can use to pay your bill.



# your natural gas bill



Mr Sam Sample,  
Any Street,  
Any Town,  
Any County

1

Billing period 01 Oct 09  
01 Dec 09  
Date of issue 04 Dec 09

Account number 1234567890

2

METER NO.	METER READINGS		CONVERSION		GAS USED kWh	GPRN	AC BAND
	PRESENT	MINUS PREVIOUS	UNITS	X CONV. FACTOR			
000001	12626	12314	312m <sup>3</sup>	11.3911	3554	0123456	B

3

4

5

6

7

8

9

A: Amended reading / C: Reading by customer or network correction / E: Estimated reading (Actual readings have no letter)

### Previous Balance

	AMOUNT €
18 Oct 09 Direct Debit - Thank You	€128.55CR
Total Payments	€128.55CR

### Domestic Standard Tariff (02 Oct 09 to 01 Dec 09)

Standard Charge 0.164 for 61 days	€10.03
Unit Rate 0.04274 for 3554 kWh	€151.90
Total excluding V.A.T.	€161.93
V.A.T. @ 13.5%	€21.86
Total including V.A.T.	€183.79

10

11

Customer service  
01 611 01 01 or 1850 632 632

Emergency number  
1850 20 50 50

Bord Gáis Energy Limited  
Registered office:  
One Warrington Place, Dublin 2  
VAT Number: IE 3234061GH

CREDIT FINANCE INCLUDED	PLEASE PAY BY	TOTAL €
None	Direct Debit 18 Dec 09	€183.79

Direct Debit - The easy way to pay your bill.  
Phone 1850 632 632

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AIB Bank, 40/41 Westmoreland Street, Dublin 2  
Account number: 13007016 Sort code: 93-33-84 BIC: AIBKIE2D  
IBAN: IE95 AIBK 9333 8413 0070 16

### BANK GIRO CREDIT TRANSFER

CASH COINS	€	
TOTAL CASH	€	
CHQS. ETC.	€	



Customer account no.

1234567890

Mr. Sam Sample

TOTAL € €183.79

PLEASE DO NOT MARK BELOW THIS LINE

01234 123456789012 0123456 931039

99999999 93 3384 13007016 89

\*All figures and values shown are for illustrative purposes only.

# 6

## Moving house

As you have signed up to a 12 or 24 month Fixed price/term contract, we expect you to remain a customer of Bord Gáis Energy for this period.

If you're moving house or want to cancel your contract after your Fixed price/term contract has ended, give us a call on **01 611 01 60** seven days before you leave. All we need is a final meter reading and a forwarding address for your last bill. You're responsible for gas and electricity used at your old address until you call us with a meter reading and to tell us you want to close your account.

If you leave us before the end of your Fixed price/term contract, an early exit fee of €50 will apply.





## Frequently asked questions

### Q. Now I'm on a Fixed rate plan will my bill always be the same amount?

A. No. We've fixed the rates that we charge you but your bill amount will vary month to month as its determined by how much gas you use.

### Q. Can you help me understand my bill?

A. Yes, take a look at [pages 8-9](#). If you need more information, give us a call on **01 611 01 01** or **1850 632 632**.

### Q. How do I find out how much I owe?

A. There are three ways you can do this. You can log into your account online at [bordgaisenergy.ie](http://bordgaisenergy.ie), view your bill on our app or call us on **01 611 01 01** or **1850 632 632**.

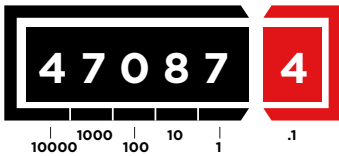
### Q. Who will read my gas meter?

A. Bord Gáis Networks will come to your home to take readings. You can also submit readings yourself.

### Q. How do I submit a meter reading?

A. You can do this through your online account at [bordgaisenergy.ie](http://bordgaisenergy.ie), on our app or by calling us on **1850 33 77 77**.

You'll need your GPRN number (which is on the top right of your bill) and a meter reading. This number is shown in the black display on your meter.



### Q. I'm having difficulty paying my bill.

A. Give us a call on **01 611 01 06** and we'll work with you to try to sort it out. See [page 4](#).

### Q. Who do I call if there's an issue with my gas supply?

A. You can call Bord Gáis Networks on **1850 200 694**.



**Q. Can you help me if I have special requirements?**

A. Yes, we have a Special Services Register for our customers who are particularly vulnerable to disconnection during winter months for reasons of advanced age or physical, sensory, intellectual or mental health. You can avail of special services such as a braille bill, Talking Bill, nominate a carer and use our minicom service. We will also not disconnect your supply for non-payment of account between November and March each year. See our customer charter on **page 14**. You need to complete a form to join our Special Services Register. For more information call us on **01 611 01 01** or visit **[bordgaisenergy.ie](http://bordgaisenergy.ie)**.

**Q. I currently get the gas allowance towards my bill. Will I still get this?**

A. Yes, you will still get the allowance. Instead of it being paid directly towards your bill, it will come to you as a separate payment. The Department of Social Protection will contact you about how you will get it.



## Contact us

We're always happy to hear from you and help you if needed. And we want to make sure you're pleased with our service.

When you get in touch with us, make sure to have your account number ready. Bear in mind that we can only discuss account information with the account holder.

If you phone us, please understand that we may record and monitor calls to make sure we maintain the highest level of service.

**Email us:** [info@bordgais.ie](mailto:info@bordgais.ie)

**Call us:** 01 611 01 01 or 1850 632 632

**Write to us:** Customer service  
Residential Gas  
Bord Gáis Energy  
PO Box 10943,  
Dublin 2

Alternatively, you can email us at [info@bordgais.ie](mailto:info@bordgais.ie) or write to us at:

**Customer service  
Residential Gas  
Bord Gáis Energy  
PO Box 10943, Dublin 2**

We'll register your complaint and give you a reference number. We'll work hard to fix the problem immediately, but some issues can take longer to sort out.

We have a code of practice on handling customers' complaints. You can find it on [bordgaisenergy.ie](http://bordgaisenergy.ie) or call us on **01 611 01 01 or 1850 632 632** and ask us to post it to you.

If your complaint is not resolved to your satisfaction after we have dealt with it, you can contact the Commission for Regulation of Utilities.

**[energycustomers@cru.ie](mailto:energycustomers@cru.ie)  
1890 404 404**

**Energy Customers Team  
Commission for Regulation of Utilities  
P.O. Box 11934, Dublin 24**

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## Complaints

We really try to go above and beyond, and exceed your expectations. Sometimes, things don't go quite to plan. If you have a complaint, please give us a call on **01 611 01 01 or 1850 632 632**.

## Gas Emergency

Bord Gáis Networks provide a 24/7 emergency response service.

**Just call 1850 20 50 50 if you smell gas at home or on the street** – don't assume someone else has reported it, open windows and doors, if the smell persists turn your gas off at the meter.

## Your meter box key

You will require a meter box key to open your meter box and turn your gas supply off. It is important to keep your key in a safe place.

If you require a meter box key please call Bord Gáis Networks on **1850 200 694**



# Customer charter – our commitment to you

## Our commitment to you

**Bord Gáis Energy is committed to providing you with a high and consistent level of customer service. We recognise the importance of listening and responding to our customer's needs.**

**This customer charter details the level of customer service that we promise to give you in all your dealings with Bord Gáis Energy.**

## Our overall customer service standards

Bord Gáis Energy works to ensure that all customers have easy access to clear, timely and accurate information at all points of contact. We continue to drive for simplification of rules, procedures and information leaflets.

- We can be contacted by telephone, mail and email or through our website at **[www.bordgaisenergy.ie](http://www.bordgaisenergy.ie)**
- Our customer service staff will be polite and courteous at all times and will give you their name.
- We listen and respond to our customer's needs and welcome any feedback in relation to the services we provide.
- We train our staff to deliver the services outlined in this charter, and will keep our training up to date.
- We monitor and measure the services we provide to make sure we are keeping our promises.

## Our guaranteed service standards

In addition to our overall service standards, we have guaranteed service standards. If we fail to meet any of these guarantees, we promise to apologise and to do everything possible to rectify the problem straight away where necessary.

### 1. Billing enquiries guarantee

Most queries about your bill or bill payment can be answered by phone straight away. If you write to us with a billing enquiry, we will review your enquiry and respond to you within ten business days. **If we fail to respond within ten business days, you will be entitled to a payment of €30.**

### 2. Refund guarantee

Where we agree that you are entitled to receive a credit for any reason connected with your bill, we guarantee to credit your gas or electricity account within ten business days of agreeing the amount to be paid. **If we fail to credit your gas or electricity account within ten business days, you will be entitled to a payment of €30.**

### 3. Marketing and Advertising code of practice guarantee

We guarantee that we will abide by our code of practice on marketing and we will adopt the best marketing and advertising practices as set out in this code. **If we fail to abide by this guarantee, you will be entitled to a payment of €30.**

#### 4. Sign-Up code of practice guarantee

We guarantee that we will abide by the commitments in our Sign-Up code of practice. **If we fail to meet our commitments in this code, you will be entitled to a payment of €30.**

#### 5. Complaints handling code of practice guarantee

It is our aim to resolve all customer concerns and complaints as quickly and as fairly as possible. We have published a code of practice on complaints handling which details our commitments and procedures for resolving customer complaints. **If we fail to meet our commitments outlined in this code, you will be entitled to a payment of €30.**

#### 6. Special and Priority Services code of practice guarantee

We offer a range of special and priority services to assist customers with special needs and those reliant on electrical home medical equipment. These services are published in our Vulnerable Customers code of practice. Customers who wish to avail of and are eligible for these services must register with us. **If we fail to meet our commitments to vulnerable customers who have registered on our special and priority services register, you will be entitled to a payment of €30.**

#### 7. Bill payment code of practice guarantee

We have clear internal procedures which ensure that disconnection of supply for arrears only takes place as a last resort. We have published a code of practice on bill payment which details how we will handle customers who have difficulty in paying their bill. This code covers Billing in general, Bill payment and also covers Disconnection.

**If we fail to meet our commitments as set out in this code, you will be entitled to a payment of €30.**

#### 8. Pay As You Go Metering code of practice guarantee

We guarantee that we will abide by our code of practice for Pay As You Go Meters. **If we fail to abide by this guarantee, you will be entitled to a payment of €30.**

Our codes of practice supporting this customer charter are:

- Marketing & Advertising
- Sign-Up
- Handling customers complaints
- Bill payment (includes Billing, Bill Payment and Disconnections)
- Vulnerable Customers
- Pay As You Go Metering

Copies can be sent to you on request or you can view them online at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie)

## Disclaimer

In exceptional circumstances we may be prevented from meeting our service commitments due to conditions outside of our control. Such circumstances could include major disruptions to supplies, actions/damage by third parties, risks to safety, no access to your home or where actions could cause Bord Gáis Energy to break the law.

Any payments made under this charter for failure to meet our commitments are made without any admission of legal liability on the part of Bord Gáis Energy. If there is any inconsistency or conflict between this customer charter and the Bord Gáis Energy terms and conditions of supply, the terms and conditions of supply shall prevail.



# Conditions of Supply for Residential Gas Customers

## Fixed Price/Fixed Term Contract

These are our standard conditions approved by the Commission for Regulation of Utilities. As a residential customer you will be deemed to have accepted these conditions and be bound by them from the time that you receive them, which will be fourteen days from the date that you sign up (“cooling-off period”).

Bord Gáis Energy Limited is the Controller of your Personal Data. We now recommend that you read our Privacy Notice, to understand your data protection rights and how we collect and use your Personal Data. All of our Privacy Notices are located at [www.bordgaisenergy.ie/dataprotection](http://www.bordgaisenergy.ie/dataprotection). The Privacy Notice which applies to our gas and electricity customers is located at [www.bordgaisenergy.ie/docs/DataProtection/GasElecPrivacyNotice.pdf](http://www.bordgaisenergy.ie/docs/DataProtection/GasElecPrivacyNotice.pdf)

The Privacy Notice does not form part of the contract between you and Bord Gáis Energy Limited.

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## 1 Definitions

1.1 In these conditions the words below have the following meanings:

**“Appliances”** means all cookers, boilers, heaters and 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 Energy” or “we” or “us”** means Bord Gáis Energy Limited, a limited company incorporated in Ireland with company number 463078 and having its registered address at 1, Warrington Place, Dublin 2.

**“Commission”** means the Commission for Regulation of Utilities.

**“Commitment Period”** means a time period (being the Contract Start Date until the Contract End Date) which you have accepted, as specified in your Confirmation Letter, during which you are a customer of Bord Gáis Energy for the Fixed Price product.

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

**“Confirmation Letter”** means a letter sent to you from us after you sign up to this Contract including details of your Fixed Price and any Commitment Period.

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

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

**“Contract Start Date”** means the date on which the GPRO notifies us that we are the Supplier at your Premises if we do not already supply the premises or the next date on which we can begin applying the Fixed Price to your existing gas account.

**“Contract End Date”** means 12 or 24 months after the Contract Start Date (depending on whether you have agreed to a 12 or 24 month fixed price/ fixed term contract as specified to you in the Confirmation Letter).

**“Deemed Contract”** means a contract for the supply of electricity or Natural Gas under Section 16A of the Energy (Miscellaneous Provisions) Act 1995. A Deemed Contract is where a supply of energy (electricity or Natural Gas) is provided to a Premises in the absence of a contract for supply between a supplier that holds a licence and the owner or occupier of a Premises.



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

**“Early Exit Fee”** is as defined in Condition 15.

**“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.

**“Fixed Price”** means the price to be paid for each unit of gas supplied, and any standing charges or applicable capacity charges, as quoted to you when you agreed to this Contract and as confirmed to you in a subsequent Confirmation Letter; the Carbon Tax and VAT will not be fixed and may vary during the term of the Contract (in addition to the introduction of any additional taxes/government levies that may be introduced over the Commitment Period).

**“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 Gas Networks Ireland 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 Pay as You Go Meter.

**“Gaslink”** means Gaslink Independent System Operator DAC, a designated activity company incorporated in Ireland with company number 447782 and having its registered address at Gasworks Road, Cork which has been appointed by the Commission as the licensed independent operator of Gas Networks Ireland Distribution System (and its successors and assigns).

**“Gas Networks Ireland”** means Gas Networks Ireland DAC, a designated activity company incorporated in Ireland with company number 555744 and having its registered address at Gasworks Road, Cork, Co Cork acting as agent for and on behalf of Gaslink (and its successors and assigns).

**“GPRO”** means the Gas Point Registration Office, a body run by Gas Networks Ireland which maintains the register of all gas meter points in Ireland.

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

**“Last Resort Supply Direction”** means a direction given to a supplier (the Supplier of Last Resort) by the Commission requiring it to make available a supply of Natural Gas 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 Gas Networks Ireland 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.

**“Online Account”** means our online account management system for customers where, once registered, you can access your bills and certain communications from Bord Gáis Energy, through our website or mobile app, using your registered email address and password (subject to any terms and conditions associated with online account use).

**“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.

**“Pay as You Go 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 Gas Networks Ireland in relation to the Customer’s Natural Gas Connection and any other piece of work as set out in Gas Networks Ireland Siteworks charges as approved by the Commission, including but not limited to the provision, installation, repair, maintenance, locking, unlocking, disconnection or reconnection of the Meter or equipment used in the transportation and supply of Natural Gas.

**“Special Services Customers”** means customers who are particularly vulnerable to disconnection during the winter months for reasons of advanced age or physical, sensory, intellectual or mental health or as defined by the Commission from time to time.

**“You”** means you the customer who has entered into the Contract for the supply of Natural Gas to the Premises. Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Contract.

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

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## **2 Sale and Supply**

- (a) We will sell and supply Natural Gas to you at the Premises subject to these Conditions from the Contract Start Date until the Contract End Date or earlier if the Contract is ended by us in accordance with Condition 16.
- (b) You can cancel your Contract within 14 days from the date you agreed to this Contract under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 by using the cancellation form on our website at [www.bordgaisenergy.ie/cancellation-form/](http://www.bordgaisenergy.ie/cancellation-form/) or by contacting us in accordance with Condition 21 (“cooling-off period”).
- (c) In certain circumstances, you may require us, for whatever reason, to supply Natural Gas to you during the 14 day (“cooling-off”) cancellation period set out above. In the event that you wish to cancel this Contract during the 14 days but following the commencement of our supply of Natural Gas to you, you agree to pay for all Natural Gas supplied to you up to the date of cancellation.
- (d) If you are providing information about other people on a joint application or otherwise, you must make sure they agree that we can use their information to do this. If you give us false or inaccurate information and fraud is identified, we will pass your details to credit-reference and fraud-prevention agencies.
- (e) We have based your Fixed Price on your annual consumption level and pattern of usage which is assessed by Gas Networks Ireland. If Gas Networks Ireland changes your usage category significantly during the Contract then we will no longer be able to offer you the same Fixed Price and this Contract will terminate on the date when your new usage category comes into effect.

We will write to you informing you that this Contract will terminate and that you will be placed on our standard variable price for gas customers.

- (g) Further information on your bill can be obtained in our code of practice on billing entitled Billing & Disconnection and may be obtained by contacting us in accordance with Condition 21.

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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 Gas Networks Ireland Distribution System at your premises. Gas Networks Ireland 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 Gas Networks Ireland 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 including but not limited to Siteworks charges, that we have supplied and will include VAT.
- (d) If you or we discover that any Meter reading has been inaccurate or omitted, or the readings have not been converted into charges correctly, you or we, as the case may be, must pay any money to the other party that is due at the date of the next bill, or when requested to do so by Bord Gáis Energy.
- (e) If we have not been able to get Meter readings for any reason, we will use estimated readings. You can also provide us with your own Meter reading by phoning 01 611 01 01.
- (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.

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### 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 Gas Networks Ireland Distribution System in order to receive a natural gas supply and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), you hereby accept and agree to be bound by the terms and conditions under which a connection to the Gas Networks Ireland Distribution System is provided and operated.
- (b) These terms and conditions, called the "Gas Networks Ireland Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points", are available at [www.gasnetworks.ie](http://www.gasnetworks.ie) or by contacting Gas Networks Ireland at 1850 200 694 and are entered into between you and Gas Networks Ireland, acting as the agent for and on behalf of Gaslink as and from the date of this Contract.

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### 5 Access and Siteworks

- (a) All equipment and installations up to and including the Meter belong to Gas Networks Ireland and must be used in accordance with Gas Networks Ireland's 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 Gas Networks Ireland accepts any responsibility for maintaining these.
- (b) You must comply with any conditions given to you by Gas Networks Ireland or by the Supplier on behalf of Gas Networks Ireland regarding the Natural

Gas Connection or any related matters. A copy of Gas Networks Ireland' 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;

- (c) We will transfer your data to Gas Networks Ireland (in accordance with our Privacy Notice) in order that they may perform services in relation to your Meter and Natural Gas connection.
- (d) You agree to be bound by any conditions given to you by Gas Networks Ireland or by us on behalf of Gas Networks Ireland regarding your Natural Gas Connection and any related matters.
- (e) 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 Gas Networks Ireland consent, and shall notify Gas Networks Ireland and/or us promptly of any defect in the Meter or if any alteration or other attention is required.
- (f) You may request Gas Networks Ireland to carry out Siteworks at the Premises in accordance with the terms of this contract.
- (g) Gas Networks Ireland (and when appropriate we) will inform you at the time that you request the Siteworks of the cost and payment terms of the Siteworks.
- (h) We may request that Siteworks are carried out at the Premises such as locking, unlocking, disconnection, reconnection or servicing of the Meter.
- (i) 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.
- (j) You are also responsible for any fees payable where Gas Networks Ireland visits the Premises to carry out the Siteworks at a time agreed with you, but is unable to do so due to your default.

- (k) You must allow Gas Networks Ireland 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.
- (l) 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.

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## 6 Price of Gas

- (a) You will be charged our Fixed Price tariff as quoted to you when you agreed to this Contract for the Commitment Period. This Fixed Price tariff was subsequently confirmed to you in a Confirmation Letter from us.
- (b) If you continue to take a supply of gas from us after the Contract End Date you will be charged our standard gas tariff which is subject to variation and you will be supplied on our Standard Terms and Conditions of Gas Supply (as displayed on our website from time to time).
- (c) 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.
- (d) If you have been on the same energy tariff for three (3) years or more, we will send you a written notification or email to review your tariff.

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## 7 Payment of Accounts

- (a) You must pay us the Fixed Price for Natural Gas consumed at the Premises, or which is estimated that you have

consumed during the Billing Period (plus VAT), and carbon tax 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. If you do not pay your bill on time then any discounts that are applied to your bill may be removed at our discretion.
- (c) If you receive a discount from us for paying by a particular payment method and/or choosing a particular billing method then you must continue to pay by this payment and/or billing method in order to maintain your discount.
- (d) You must also pay us for any amount specified on the bill for other services that we have agreed to provide to you.
- (e) 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 Gas Networks Ireland. This includes (but is not limited to) the locking, unlocking, disconnection, or reconnection or testing of the Meter.
- (f) The unit cost of a kWh of Natural Gas 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 depending on the tariff you have chosen.
- (g) Your liability to pay for the Natural Gas used at the Premises (your Fixed Price and carbon tax and VAT) 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 Direct Debit in order to avail of this Fixed Price Contract.
- (i) If you do not pay us any sum due under the Contract you will be liable to pay us interest from the due date for payment at a daily rate equal to 2% above the Bank of Ireland AAA Overdraft Rate then in force or, if there is no such rate, then an equivalent rate, accruing on a daily basis until payment is made.
- (j) In the event that you are experiencing payment difficulties, we may agree to the installation of a Pay as You Go Meter at your Premises (where suitable)

in order to maintain your supply and/or repay any Natural Gas debt owed by you which may be recovered through the Pay as You Go Meter. You are responsible for the cost of installing the Pay as You Go Meter unless otherwise directed by Bord Gáis Energy. For the avoidance of doubt, if a Pay as You Go Meter is installed at your Premises, this Contract shall automatically terminate and you will be placed on our standard variable price for Natural Gas customers and be bound by the associated terms and conditions which can be found on our website.

- (k) A Gas card will be issued to you for use with the Pay as You Go Meter. You shall be responsible for the safe custody of the Gas card. 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 Pay as You Go Meters please see our Code of Practice on Pay as You Go Meters. You may obtain a copy of this code by contacting us in accordance with Condition 21.
- (l) You will not be charged for changing Supplier.
- (m) When your request to switch to us is processed, your current supplier will notify us if you are in arrears for more than levels set for all customers by the Commission for Regulation of Utilities. If we decide not to carry out the switch because of arrears, we will tell you in writing.
- (n) If you have a Bord Gáis Energy account with us at this or other premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us.
- (o) Where you are more than one person or entity, each person or entity is jointly and severally liable for your obligations under this Contract. In the event that there are arrears owing on your account, Bord Gáis Energy reserves the right to seek recovery of these arrears from one or all of the joint account holders.
- (p) Failure to adhere to these Conditions in respect of payment of accounts will adversely affect your Bord Gáis Energy credit record.

- (q) If you close your gas account (credit meter) and there is a credit balance due to you this will be shown on your final bill. You must contact us to receive your credit. If any credit of €15 or less remains unclaimed for longer than one year then we may remove this credit from your account.
- (r) Once Bord Gáis Energy has completed the process for debt collection as set out in our Code of Practice on Billing & Disconnection, we may pass your outstanding debt to a 3rd party agency who will attempt to recover the debt. In the event that this occurs then we may charge an administration fee.
- (s) A copy of our Code of Practice entitled "Billing & Disconnection" may be obtained by contacting us in accordance with Condition 21.

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## 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 Gas Networks Ireland.
- (b) To convert the Meter read or estimated Meter read into kilowatt hours (kWh) a conversion factor is applied. This conversion factor is provided to us by Gas Networks Ireland and is shown on your bill.
- (c) The calculation of Natural Gas supplied will conform with the requirements of Directive 2004/22/EC on measuring instruments or any amendment or re-enactment of that Directive.

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## 9 Security Cover (Cash Deposit)

If we decide it is required at any time, you must provide us with security cover (such as a cash deposit). This may be used at Bord Gáis Energy's sole discretion for the payment of any monies which become due by you under the Contract and which remain unpaid at

any time. Any cash deposit will be repaid to you when you close your account provided all sums due have been paid or provided you have satisfied our payment terms on a continuous 12 month period, whichever is the earliest.

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## 10 Special Services Customers

- (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 Vulnerable 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 Vulnerable customers, you must give us the necessary information that we require to compile this register and we agree that we will not disclose this information except to Gas Networks Ireland who require the information to perform certain services for you and in accordance with these Conditions and the law.

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## 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 Gas Networks Ireland 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 Gas Networks Ireland or the National Gas Emergency Manager that you should do so.

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## 12 Emergency Response Service

- (a) The emergency response service is operated by Gas Networks Ireland on behalf of all customers.

- (b) The 24-hour telephone number of the emergency response service is 1850 20 50 50.
- (c) We will, in so far as is practicable, take steps to inform you of any change in the details of the emergency response service before such change becomes effective. In any event the up-to-date information about this service will be displayed on our website ([www.bordgaisenergy.ie](http://www.bordgaisenergy.ie)), or may be obtained by contacting us in accordance with Condition 21.

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### 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 Gas Networks Ireland, your Natural Gas Connection or any Siteworks.
- (d) You accept 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 Contract will exclude or restrict our liability for damages arising out of liability for death or personal injury arising from our negligence.

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### 14 Discontinuance of Natural Gas Supply

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

- (a) under instruction of Bord Gáis Energy in accordance with Condition 16; 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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### 15 Your Right to Terminate the Contract

- (a) This Contract will end on the Contract End Date (unless terminated earlier by us in accordance with Condition 16). If you continue to take a supply of gas from us beyond the Contract End Date you will be subject to our Standard Terms and Conditions of Gas Supply and be placed on our standard gas tariff. We will send you a notice at least 30 days and no more than 60 days prior to the end of your Commitment Period.
- (b) You will remain liable for any gas supplied to the Premises up to the Contract End Date or if you continue to take a supply of gas beyond the Contract End Date, the date on which Gas Networks Ireland has been given access to the Premises in order to read the Meter or you have informed the Supplier of the Meter reading or you have accepted a Meter reading provided by us. If you cannot provide us with a closing meter read we may provide you with an estimated read calculated by us, at our sole discretion. Where this happens, you agree to make payment in full based on our estimated Meter read. In the event that you cannot provide a Meter reading, do not accept our Meter reading or cannot provide Gas Networks Ireland access to the Premises, you may be charged a special administration fee of €65 in order to close your account.
- (c) If you wish to close your account and terminate this Contract prior to the Contract End Date then you must provide us with a Meter reading or give Gas Networks Ireland access to the Premises in order to read the Meter or accept a Meter reading provided by us. If you cannot provide us with a closing meter read we may provide you with an estimated read calculated by us, at our sole discretion. Where this

happens, you agree to make payment in full based on our estimated Meter read. In the event that you cannot provide a Meter reading, do not accept our Meter reading or cannot provide Gas Networks Ireland access to the Premises, you may be charged a special administration fee of €65 in order to close your account. You will not be charged for changing Supplier but you will incur an Early Exit Fee of €50 for terminating the Contract prior to the Contract End Date (including if you change to one of our other products up to 6 months before the Contract End Date). This Condition shall continue to be enforceable notwithstanding termination of the Contract.

- (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 Billing & Disconnection which may be obtained by contacting us in accordance with Condition 21.
- (g) In the event of your death, your Personal Representative 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.

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## **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

Billing & Disconnection 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 or agree to enter a payment plan for the recovery of debt, where suitable.
  - (iv) Without notice, if the National Gas Emergency Manager, the emergency response service or Gas Networks Ireland informs us that there is any risk of fire or explosion or injury to persons or property as a result of any defects or suspected defects in the supply main, 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 (the Supplier of Last Resort) in respect of the Premises, and the Contract will end on the date that the direction takes effect (your data will be transferred to the Supplier of Last Resort in accordance with our Privacy Notice order that it can supply you with Natural Gas).
  - (viii) Without notice, if you do not pay us by Direct Debit on 2 separate occasions in accordance with clause 7.
- (b) The ending of the Contract, will not affect any rights or duties which have accrued to us prior to the Contract ending.



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## 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.

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## 18 Variation of General Conditions

- (a) We may amend, vary or add to these Conditions at any time on giving you thirty (30) days' written notice by at least two methods which will be in the form set out below:
  - Bill insert,
  - via our website,
  - by email or
  - via the mass media.

We will provide you with a copy of the amendments to the Conditions in writing. 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 seven (7) day notice period) otherwise by continuing to receive the supply of Natural Gas, you will be deemed to have expressly consented to accepting the new Conditions and these will become effective 30 days after we have served the notice of variation/addition/amendment.

- (b) The Conditions shall be displayed on our website <https://www.bordgaisenergy.ie>, or may be obtained by contacting us in accordance with Condition 21.

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## 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.

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## 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) by email to the address you have registered with us; or
  - (iii) via your Online Account as notified to you by email; or
  - (iv) if we address the notice to some or all customers in an advertisement in a national newspaper. Notices may be included in any other communication we send you.
- (b) You will have given us proper notice if you send the notice by post addressed to us at our principal office or by calling us or emailing us in accordance with Condition 21.

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## 21 Contact Details

- (a) Our Customer Experience team may be contacted:
  - (i) In writing: Bord Gáis Energy  
PO Box 10943  
Dublin 1
  - (ii) By telephone: 01 611 01 01
  - (iii) By fax: 01 611 01 02
  - (iv) By e-mail: [info@bordgais.ie](mailto:info@bordgais.ie)
  - (v) Minicom: 1850 630 630

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

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

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

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

- (a) We have 6 Codes of Practice covering Complaint Handling, Marketing, Bill & Disconnection, Pay as You Go Meters, Sign-Up and Vulnerable Customers (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 01 611 01 01 or visit our website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie)
- (b) We have a Customer Charter which sets out our customer service commitments and our 8 guaranteed service standards. If you believe that we have breached any of our guaranteed standards, you may apply for a Charter payment. To obtain a free copy please call us on 01 611 01 01 or visit our website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie)

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## 23 Customer Information

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

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## 24 Deemed Contract

- (a) If you own or occupy a Premises where a supply of Natural Gas is provided and you do not have a contract for the supply of Natural Gas with Bord Gáis Energy as the registered supplier of the Premises then you will be considered to be supplied by us under a Deemed Contract.
- (b) The Deemed Contract will be between us, Bord Gáis Energy, and you, the owner or occupier of the Premises. The Deemed Contract will start on the date when you begin to take a supply of gas in the absence of a contract for supply and shall end on the date on which we or another supplier is registered with the GPRO as the supplier of the Premises or on the date on which we cease to supply

the Premises, whichever is the earliest.

- (c) If you are being supplied under a Deemed Contract:
  - (i) We will send you a notice informing you of this and advising you that you are liable to pay for any Natural Gas consumed under a Deemed Contract; and
  - (ii) Our standard Conditions of Supply for Residential Customers will apply to you;
  - (iii) You will be charged our standard Natural Gas tariff (which shall include applicable charges, taxes and levies) for residential customers for any Natural Gas supplied. Our standard Natural Gas tariff is published on our website at [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie) or can be obtained by calling us on 01 611 01 01.
  - (iv) You are free to enter into a contract of supply with us or with another energy Supplier; and
  - (v) You will be bound by Gas Networks Ireland Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points.

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## 25 General

- (a) The headings in these Conditions are for convenience only and will not affect their interpretation.
- (b) If we waive a breach of the Contract by you, that waiver shall not be considered to be or include a waiver of any subsequent breach by you of the same or any other provision.
- (c) If a competent authority determines that any provision of these Conditions is invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected by that determination.
- (d) The Contract shall be governed and construed in accordance with the laws of Ireland and the courts of Ireland and the Commission for Regulation of Utilities shall have jurisdiction to decide any disputes arising between us and you.



# Level Pay Terms and Conditions

Please note that these terms and conditions should be read along with your residential gas/electricity terms and conditions of supply and together they will form your contract with us.

1. Level Pay is a payment facility which allows customers to manage their gas and/or electricity account by making regular monthly payments via Direct Debit. Bord Gáis Energy Limited (“Bord Gáis Energy”) does not charge any additional administration fees for the provision of the Level Pay payment facility.
2. In order to avail of the Level Pay payment facility, you are required to have a valid Direct Debit mandate to be set-up with Bord Gáis Energy. Level pay is not available to customers with:
  - (i) a credit of €1000 or greater; or
  - (ii) a debt of €1000 or greater and the debt is owed for 60 days or more.

Bord Gáis Energy has the right to withdraw the Level Pay payment facility from a customer at any stage if these conditions are not met.

3. **Billing** - You will continue to receive bills, online or in the post from us every 2 months which will set out (among other things) any estimated or actual meter readings taken at the Premises, the amount being paid by Level Pay each month (the “**Payment Amount(s)**”) and other useful information about your gas and/or electricity account and the services we provide.
4. **Payments** - The customer’s bank account will be debited each month on a date agreed with us. The Level Pay payment facility will commence once we notify you of the first monthly Payment Amount and the date that your account will be debited each month. If this date falls on a weekend or bank holiday, the Payment Amount will be taken on the

next Irish working day after this date. It is your responsibility to ensure sufficient funds are in your bank account to cover your monthly Payment Amount.

5. **Calculation of the Payment Amount**
  - The monthly Payment Amount is calculated based on one the following, as selected by us:
    - a. consumption History of the Premise, if available; or
    - b. annual consumption from the network providers (ESBN/GNI); or
    - c. annual consumption provided by the customer; or
    - d. our consumption calculator based on the profile of the Premises; or
    - e. national average annual consumption figures as set by the Commission for Regulation of Utilities (CRU).

We take the gas or electricity usage of your Premises over the last 12 months and apply our current prices to calculate your annual bill. We then simply divide by 12 to create monthly payments.

6. **Adjustment of the Payment Amount:**
  - We will adjust the monthly Payment Amount if there is a change in your consumption or a significant change to Bord Gáis Energy’s gas prices/ electricity prices/ tariffs. If your Payment Amount is adjusted, we will let you know what your revised Payment Amount will be in your next bill (this will be sent to you by post or if you are a paperless customer you will need to go online to view your bill) which will be issued to you in advance of the revised Payment Amount being taken by Direct Debit.
7. Due to the seasonal nature of energy consumption, the balance on your account can fluctuate between credit and debit at certain times of the year.

This is explained in greater detail in “Your Helpful Guide To Level Pay” which can be found on our website at [bordgaisenergy.ie/levelpay](http://bordgaisenergy.ie/levelpay). To try to limit the impact of these fluctuations, we periodically review the balance on your account and any credit/debit balance will usually be applied across the Payment Amounts for the following 12 months. We make no guarantee that your Payment Amount will remain the same for any period of time.

8. **Overpayment/Underpayment** - If, after an annual review, the amount held/owing on your account is considered excessive by us, we will require payment of the balance from you or we will refund the balance to you prior to continuing the Level Pay payment facility. If there is a credit on your account in excess of €120, you can request a refund if (i) we hold a recent actual meter reading for the Premises and (ii) you do not have debt on another account with us. If you do not request a refund, the credit balance will be carried forward to the next year and may be used to reduce the monthly Payment Amounts.

If there is debt on the account then payment must be made for this. If we consider this debt to be excessive, we may cancel your Level Pay payment facility if you do not make the required payment.

9. **Meter Readings** - To ensure that the Payment Amount is correct, we require actual meter readings for the Premises. You can check if your Payment Amount is based on an actual meter reading for the Premises by reviewing your bill. This information can be found in the meter reading section of the bill, which has an explanation of each type of meter reading we use. If your bill is based on an “E” meter reading, you should contact us to submit an actual meter reading. Please contact us or see our website for options on how to submit meter readings. If we do not hold a recent actual meter reading for the Premises, this could result in your Payment Amount(s) being inaccurate and an overpayment/underpayment to us.
10. We reserve the right to remove the

Level Pay payment facility from customers who we do not hold a recent actual meter reading for the Premises.

11. If a bill is issued prior to you registering for the Level Pay payment facility, you are required to pay this bill by the date specified in your bill before the Level Pay payment facility can be set up.
12. If you wish to terminate the Level Pay payment facility, you must contact us by telephone or in writing to notify us (our Contact Details are included in your residential gas/electricity terms and conditions of supply or can be found on our website [www.bordgaisenergy.ie](http://www.bordgaisenergy.ie)). The balance owed on the account will then become payable and the account will revert to bi-monthly payments due within 14 days of the date of issue of the bill by one of our other payment methods (details of which are included on our bill).
13. Bord Gáis Energy may terminate the Level Pay payment facility at any time by giving you notice of this termination.
14. In the event that a Direct Debit for a Payment Amount is returned unpaid, Bord Gáis Energy reserves the right to represent the Direct Debit for payment 7 days after the day that it was last presented. Failed Direct Debits may give rise to bank charges, please note that you are responsible for any related bank charges.
15. If a Direct Debit repeatedly fails, we may terminate the Level Pay payment facility immediately without notice.
16. Bord Gáis Energy reserves the right to select the customers that the Level Pay payment facility is offered to and we are under no obligation to offer the Level Pay payment facility to any customer.
17. If you close your gas/electricity account and we have already sent a request to the bank for the next monthly Payment Amount then this Payment Amount will still be taken by Direct Debit and the Payment Amount will:
- (a) go towards the balance owed on your account; or
  - (b) you can contact us to arrange for a refund, if there is over payment.
18. If your Level Pay payment facility is cancelled, you will lose any discount you receive for paying by this method.





# Privacy Notice: Gas and Electricity Supply

## 1. Bord Gáis Energy and your personal information

This is the Bord Gáis Energy Limited Gas and Electricity Supply Privacy Notice. For all Gas and Electricity Supply services provided by us, the data controller is Bord Gáis Energy Limited. Bord Gáis Energy Limited is part of the Centrica group.

All of our Privacy Notices are located at [www.bordgaisenergy.ie/dataprotection](http://www.bordgaisenergy.ie/dataprotection). If you are a HomeCare boiler services customer, the Home Care Privacy Notice at [www.bordgaisenergy.ie/docs/DataProtection/HomeCarePrivacyNotice.pdf](http://www.bordgaisenergy.ie/docs/DataProtection/HomeCarePrivacyNotice.pdf) will apply to you.

## 2. Personal information we collect

We collect the following types of personal information from you:

- a Your contact details:** information that allows us to contact you directly - your name, email address, telephone number and addresses associated with your account.
- b Details of other people linked to your account:** if you have nominees, executors, or people with a power of attorney, their details will be linked to your account.
- c Payment information:** purchase history, credit/debit card details and bank account details you provide to make payment for the products and services you purchase from us; your payment method and history.
- d Vulnerable Customer status:** if you apply to be registered on our Special or Priority Services Register, you provide us with details of your advanced age and health status/conditions (for more details, see [www.bordgaisenergy.ie/docs/publications/codes-of-practice/bge-special-services-register-v4.pdf](http://www.bordgaisenergy.ie/docs/publications/codes-of-practice/bge-special-services-register-v4.pdf) (for electricity) [www.bordgaisenergy.ie/docs/publications/codes-of-practice/BGE\\_NG\\_SSCOP\\_0515.pdf](http://www.bordgaisenergy.ie/docs/publications/codes-of-practice/BGE_NG_SSCOP_0515.pdf) (for gas))
- e Meter and energy consumption information:** information about your meter (GPRN and/or MPRN) and how much energy is used at your premises.
- f Records of your discussions with our customer support teams, including call recordings:** when you share comments and opinions with us, ask us questions or make a complaint, including when you phone us, we will keep a record of this. This includes when you send us emails, letters, phone our support team or contact us through social media.
- g Identification information:** identification documents may be requested by us on occasion when dealing with customer queries. Where customers avail of Fuel Allowance, their PPS number will be required.
- h Credit information:** information that allows us to understand your creditworthiness.
- i Responses to surveys, competitions and promotions:** we keep records of any surveys you respond to or your entry into any competition or promotion we run.
- j Lifestyle and demographic insight information:** we use regional demographic information to determine what products or services customers may be interested in.
- k Rewards information:** if you are a member of our Rewards Club, information about your Rewards account, including which rewards you choose.
- l How you use mobile applications and websites:** when you use our applications or websites, we collect information about the pages you look at and how you use them, your device type, operating system and browser type.
- m Location information:** your smartphone or computer's IP address may tell us an approximate location when you connect to our websites, but this will be no more precise than the city, state, county or country you are using your device in.
- n Advertising and Direct Marketing:** information about how you respond, or interact with, any direct marketing or advertising communications directed to you, including any requests for these communications to stop.

You are not required to provide any of the personal information described above to us, however, if you do not do so, you may not be able to set up an account with us, or the functionality of our products or services may be reduced.

### 3. What do we use your personal information for?

We process some of your personal information to fulfil the contract between us and we are also required by law to obtain this information as we are a licensed electricity and gas supplier:

Purpose	Personal information used
<b>Providing products and services to you and maintaining your account</b>	<ul style="list-style-type: none"> <li>All the data listed in categories a-h of section 2 above</li> </ul>
<b>Billing you and taking payment for our products and services</b>	<ul style="list-style-type: none"> <li>All the data listed in categories a-h of section 2 above</li> </ul>
<b>Answering your queries or complaints</b>	<ul style="list-style-type: none"> <li>All the data listed in categories a-h of section 2 above</li> </ul>
<b>To deliver service communications</b>	<ul style="list-style-type: none"> <li>Your contact details and account history</li> </ul>
<b>Debt collection</b>	<ul style="list-style-type: none"> <li>All the data listed in categories a-h of section 2 above</li> </ul>

We process the following personal information because we have a legal obligation to do so:

Purpose	Personal information used
<b>Detecting, preventing or investigating crime or suspected crime (pursuant to our license obligations and the Energy (Miscellaneous Provisions) Act 2012)</b>	<ul style="list-style-type: none"> <li>The personal data we use will depend on the nature of the problem. At a minimum, it will include your contact details and account history</li> </ul>
<b>Maintaining the Priority and Special Services Registers (pursuant to S.I. No. 463/2011)</b>	<ul style="list-style-type: none"> <li>If you are registered on our Priority or Special Services Register, we will be processing health information that is relevant to maintaining these registers</li> </ul>
<b>Attending to emergency situations (pursuant to our license obligations)</b>	<ul style="list-style-type: none"> <li>Contact details</li> <li>Account information and details of other people linked to your account</li> <li>Vulnerability information</li> </ul>
<b>Complying with obligations imposed by our regulators</b>	<ul style="list-style-type: none"> <li>The personal data we use will depend on the nature of the issue but will often include all the data listed in categories a-f of section 2 above</li> </ul>

<b>Internal and statutory audits</b>	<ul style="list-style-type: none"> <li>All personal information we collect as listed in Section 2</li> </ul>
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We process the following personal information to ensure our customers, staff or agents are protected from harm:

Purpose	Personal information used
<b>Health and Safety of our customers, staff and contractors</b>	<ul style="list-style-type: none"> <li>Account information</li> <li>Records of your discussions with our customer support teams</li> </ul>

We process the following personal information because we have a legitimate interest to do so:

Purpose	Personal information used
<b>Maintaining and improving our products and services</b> e.g. optimising pricing structures and business operations, analysing performance of advertising and marketing	<ul style="list-style-type: none"> <li>All personal information we collect as listed in Section 2 (but not your payment details)</li> </ul>
<b>Staff training</b>	<ul style="list-style-type: none"> <li>All personal information we collect as listed in Section 2 (but not your payment details)</li> </ul>
<b>Developing new products and services, and determining products and services that may be of interest to you</b> e.g. by understanding demographics to determine the most relevant products and services for customers' needs	<ul style="list-style-type: none"> <li>All personal information we collect as listed in Section 2 (but not your payment details)</li> </ul>
<b>Market surveys, research and analytics</b>	<ul style="list-style-type: none"> <li>All personal information we collect as listed in Section 2 (but not your payment details)</li> </ul>
<b>Direct marketing our similar products and services (only in accordance with your marketing preferences, and you will always be given the opportunity to unsubscribe)</b>	<ul style="list-style-type: none"> <li>Contact details</li> <li>Marketing preferences set by you</li> <li>Account history</li> </ul>

<b>Direct marketing our products (only in accordance with your marketing preferences, and you will always be given the opportunity to unsubscribe)</b>	<ul style="list-style-type: none"> <li>• Contact details</li> <li>• Marketing preferences set by you</li> <li>• Purchase history</li> </ul>
<b>Making credit decisions</b>	<ul style="list-style-type: none"> <li>• Contact details</li> <li>• Payment information and account history</li> </ul>

We process some of your personal information because you have provided your consent to the processing. You may revoke your consent at any point, by contacting us at [dataprotection@bordgais.ie](mailto:dataprotection@bordgais.ie) or Data Governance Officer, Bord Gáis Energy, PO Box 10943, Dublin 2, or at [www.bordgaisenergy.ie/dataprotection/#opt-out](http://www.bordgaisenergy.ie/dataprotection/#opt-out):

<b>Purpose</b>	<b>Personal information used</b>
<b>Direct marketing a wider range of our products and services or those of third parties (only in accordance with your marketing preferences, and you will always be given the opportunity to unsubscribe)</b> e.g. if you are a member of our Rewards Club	<ul style="list-style-type: none"> <li>• Contact details</li> <li>• Account information and history</li> <li>• Rewards information</li> <li>• Purchase and account history</li> <li>• Marketing preferences set by you</li> </ul>

### Where we process your personal data so you can't be identified any more

We may anonymise and aggregate any of the personal data we hold (so that it does not identify you). We may use anonymised and aggregated information for purposes that include testing our IT systems, research, data analysis, improving our site, apps and developing new products and services.

#### 4. Sources we collect your personal information from

We will collect personal information from the following sources:

- **Directly from you:** when you set up an account with us, purchase products or services from us, submit information via our websites or apps, complete forms we provide to you, enter our competitions and promotions, make a complaint, contact us by phone, email or communicate with us directly in some other way.

- **Other entities/companies we work with:** provide us with information to help us deliver our products and services to you. These include:
  - **Networks companies who are required to read your meter, provide energy consumption information and information on the metering/ network connection at your premises to Bord Gáis Energy.**
    - ESB Networks – all electricity meters are owned and read by ESB Networks; the readings are provided to us so that we can bill our customers.
    - Gas Networks Ireland – all gas meters are owned and read by Gas Networks Ireland; the readings are provided to us so that we can bill our customers.
  - **Companies in the Centrica group:** who may provide relevant information about the products and services bought from them.
  - **Payment services providers:** if you authorise a third party to process your bill payments, payment information will be provided to us from that third party.
  - **Other companies' apps and products:** provide us with information if you connect them to our products or services, including social media providers.
  - **Third party utility sign-up providers:** companies which allow you to sign up with us as an energy company give contact information, where you give permission for them to pass it on to us or, with your permission, from other energy suppliers if you switch to us.
  - **Letting Agents/ Landlords:** these companies or individuals may pass us your details to allow an account to be opened in your name to keep the supply of energy on at your home when you move in.

#### 5. Who we share your personal information with

We share personal information with the following parties. We always have contracts in place with these entities, obligating them to protect your data:

- **Companies in the Centrica group:** to provide a service to you, and for cross-marketing activities, in accordance with your marketing preferences.
- **Networks Companies:** Gas Networks Ireland and ESB Networks to register you as our customer, for them to read the meter at your home, to carry out siteworks at your home, to register you as a Vulnerable Customer on their database or in the event of a Supplier of Last Resort situation or where we need to share information in order to deal with a complaint that you raise.



- **Any party approved by you:** including, if you take part in the Bord Gáis Energy reward or loyalty schemes, or if you ask us to transfer your data to another company.
- **Advertising/Marketing partners:** so that we can run advertising campaigns and conduct market research and analysis.
- **Other service providers and advisors:** companies that support our IT, help us analyse the data we hold, process bills and payments, send communications to our customers, provide us with legal or financial advice, carry out debt collection services.
- **Purchasers of our business:** buyers or prospective buyers who we sell or negotiate to sell our business to.
- **Government bodies or our regulators:** where we are required to do so by law or to assist with their investigations or initiatives, or are part of industry information sharing schemes, including the Data Protection Commission, Commission for Regulation of Utilities, Sustainable Energy Authority of Ireland (SEAI) and the Central Bank of Ireland.
- **Industry supervisory bodies:** we may pass your information on to organisations that supervise the industry, like Registered Gas Installers (RGI) and the National Electrical Contractors Ireland (NECI).
- **Garda Síochána and law enforcement agencies:** to assist with the detection, investigation and prevention of crime.
- **Other bodies or service providers:** if you are a vulnerable customer we may share your details with other entities if we become aware that you require assistance.
- **Other energy suppliers:** to help us make credit decisions.

We do not disclose personal information except as set out above. We may provide third parties with aggregate statistical information and analytics about users of our products and services and we will make sure no one can be identified from this information before we disclose it.

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## 6. Direct Marketing

**Email, telephone, postal and SMS marketing:** from time to time, Bord Gáis Energy or the Centrica group may contact you by email, telephone (mobile and landline), post or SMS with information about products and services we believe you may be interested in. We will only send marketing messages to you in accordance with the marketing preferences you set when you create your account or that you tell us afterwards you are happy to receive.

You can also unsubscribe from our marketing by following the unsubscribe instructions in email or SMS communications that we send to you. You can then let us know at any time that you do not wish to receive marketing messages by completing this online web form [www.bordgaisenergy.ie/dataprotection/#opt-out](http://www.bordgaisenergy.ie/dataprotection/#opt-out) or call us on 01 611 01 01. You can opt-out by marketing type (e.g. email, SMS, etc.) as we know our customers may be happy to receive one form of marketing but not another.

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## 7. Targeted Advertising / profiling

We work with our advertising partners, including social media sites and providers, to show you advertising about our products and services, and those offered by group companies and services. This takes place on websites or apps where our partners have advertising space or direct marketing to your premises. To do this, some of our advertising partners provide us with aggregated, non-personal geographical and demographic information. Other partners use information about the websites, apps, social media content and ads you interact with or view when connected to the Internet, to make sure the advertising you see is more relevant to you, as well as information which we provide to them. Typically, cookies and similar technologies are used to provide this type of advertising online. You can find out more about cookies and how to manage their use by reading our cookie notice: [www.bordgaisenergy.ie/website-terms/#cookie-notice](http://www.bordgaisenergy.ie/website-terms/#cookie-notice)

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## 8. Transferring your personal information internationally

In providing our services, we work with partners which transfer and store data in India and in the Philippines. As these jurisdictions are outside of the EEA and their privacy laws are considered to be less protective than those within the EEA, we have ensured that appropriate safeguards are in place by entering into standard contractual clauses, which have been approved by the European Commission, with these partners <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32010D0087>

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## 9. How long do we keep personal information for?

We will keep your personal information for as long as you have an account with us. After you close your account with us we will keep your personal information for a period to maintain our records, to respond to your queries, for safety reasons, for bill reconciliation purposes and to meet legal and regulatory obligations. The periods we will keep information for are subject to change as required by legal obligations on us as a licensed gas and electricity supplier. Where a customer

has attempted to close their account but there is outstanding debt or credit balance on the account then these accounts will be classed as current customers and will remain open until the debt is paid.

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## **10. Your rights in relation to your personal information**

You have the following rights in relation to your personal information: (i) the right to be informed about how your personal information is being used; (ii) the right to access the personal information we hold about you; (iii) the right to opt-out of receiving direct marketing messages; (iv) the right to request the correction of inaccurate personal information we hold about you; (v) the right to request the blocking or deletion of your personal information in some circumstances and; (vi) the right to request that we port elements of your data either to you or another service provider.

To exercise any of the above rights, or if you have any questions relating to your rights, please contact us by using the details set out in the "Contacting us" section below.

If you are unhappy with the way we are using your personal information you can also complain to the Data Protection Commission, Office of the Data Protection Commission, Canal House, Station Road, Portarlington, Co. Laois, R32 AP23, Ireland. Phone +353 (0761) 104 800 | LoCall 1890 25 22 31 | Fax +353 57 868 4757 | email [info@dataprotection.ie](mailto:info@dataprotection.ie).

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## **11. Contacting Us**

We are here to help and encourage you to contact us [dataprotection@bordgais.ie](mailto:dataprotection@bordgais.ie), or write to us at: Data Governance Officer, Bord Gáis Energy Limited, PO Box 10943, Dublin 2 or call 01 611 01 01.

Version dated October 2018



