

General Terms and Conditions for the supply of gas by SSE Airtricity Gas Supply (NI) Limited to premises consuming up to 732,000 kilowatt hours in Northern Ireland applicable from 1 April 2020.

SSE Airtricity is a trading name of SSE Airtricity Gas Supply (NI) Limited which is a member of the SSE Group. The Registered Office of SSE Airtricity Gas Supply (NI) Limited is 25 Great Victoria Street, Belfast, BT2 7AQ Registered in Northern Ireland No. NI032810.

These General Terms and Conditions are in addition to the prevailing tariff and any terms and conditions specific to the product You have chosen, which when combined are referred to as the "SSE Airtricity Standard Terms and Conditions" (as may be amended from time to time).

For the avoidance of doubt, these General Terms and Conditions shall also apply to customers who are supplied gas to a premises consuming up to 732,000 kilowatt hours in Northern Ireland under a Deemed Contract.

1. Definitions, Explanation and Scope of Agreement

1.1 Please refer to this section for Our definitions and explanation of terms used throughout this document.

"Agreement": the application for the supply of Gas You have either signed or agreed on the telephone or on-line; these terms and conditions; and any list of current Gas Charges published by Us from time to time;

"Codes of Practice" and "Codes": means the Codes required under Our Gas Supply Licence governing the Efficient Use of Natural Gas, Provision of Services for persons who are of Pensionable Age, Disabled, have a Terminal Illness, or are Chronically Sick, Marketing, Payment of Bills, Services for Prepayment Meter Customers and Complaints Handling;

"Calorific Value": means the energy content of the Gas supplied, measured in megajoules per cubic metre.

"Consumer Council": means the Consumer Council for Northern Ireland which is an independent body representing consumers' interests (which may be contacted by telephone at 028 9025 1600, or by emailing info@consumercouncil.org.uk, or by visiting their website at consumercouncil.org.uk);

"Deemed Contract": means, as between the licensee and a consumer, a contract for the supply of gas to have been made under section 12 of the Energy Act (Northern Ireland) 2011;

"Domestic Customer": means a customer supplied with gas at a premises where the supply of gas is taken wholly or mainly for a domestic purpose;

"Enabling Legislation": means the laws, regulations and rules regulating the supply of Gas in Northern Ireland, including the Gas(Northern Ireland) Order 1996, the Energy(Northern Ireland) Order 2003 and the Energy Act (Northern Ireland) 2011, relevant European directives and/or regulations, the Network Code and the Licence (as each may be amended or re-enacted from time to time).

"Equipment": meters, pipes, conduits and all other apparatus used to deliver, measure and control gas at the Supply Address; **"Equipment Charges":** means charges that We are required to pay to the Meter Provider or incur ourselves where work is carried out on the Equipment and include, but are not limited to the following:

- (a) damage to the Equipment (including Your meter) if the damage is Your fault;
- (b) carrying out a meter accuracy test if You ask for this and We do not find a fault with the meter;
- (c) warrants of entry that may need to be applied for;
- (d) visits to the Address relating to inspecting or changing the meter; and any costs associated with changing the meter.

"Gas Charges": mean the amount(s) payable by You for: (a) the supply of gas by Us (including for the avoidance of doubt Pass Through Charges); and (b) any costs associated with the supply of gas by Us;

"Gas Connection Agreement (GCA)": means the connection Agreement between the Network Operator and You for connection of Your Supply Address to the local distribution network (as further described in clause 17);

"Gas Safe Register": The body responsible for registered gas installers in Northern Ireland.

"Last Resort Supply Direction": means a direction given by the Utility Regulator to a gas supplier requiring it to make available a supply of gas to premises previously supplied by another supplier;

"Meter Point": means the supply meter point(s) at which gas may be offtaken from the Network for the purpose of supplying gas directly to the Supply Address.

"Meter Provider": means Phoenix Energy Limited, Firmus Energy, Evolve or any other applicable company as may be appointed to provide, install, maintain, and administer the Equipment. Phoenix Energy Limited operate the distribution network in the Greater Belfast and Larne distribution licensed area. Firmus Energy operate the

distribution network in the Ten Towns distribution licensed area. Evolve operate the distribution network in the West distribution licensed area

"Meter Tampering": means any unauthorised use of the meter and/or other Equipment installed at the Supply Address or other property in connection with the supply of Gas to the Supply Address and/or other tampering with the supply of Gas to the Supply Address.

"Meter Tampering Charges": means any costs associated with Meter Tampering by You or any other person, however caused, including (without limitation) the costs of repairing or replacing the tampered Meter and the costs of all Gas obtained from Us without charge as a result of the Meter Tampering; and/or all internal and external costs associated with theft, loss, damage or other interference to Equipment (whether by You or any other person, however caused) including (without limitation) (a) the costs of a new Meter or other relevant Equipment; and

- (b) the costs of installation and/or connection of a new Meter or Equipment; and/or
- (c) the costs of repair to damaged Meters and/or Equipment.

"Network Emergency" means circumstances that in the reasonable opinion of the Network Operator:

- (a) Constitute a significant risk to the safety of the System or any part of the System;
- (b) Constitute a significant risk to the safe conveyance of Gas through the System; or
- (c) Mean that the Gas conveyed by the System is at such a pressure or of such quality as to constitute, when supplied to premises, a danger to life or property.

"Network Operator": means Phoenix Energy Limited, Firmus Energy, Evolve or its successor or assignees or any other organisation which at any time acts as operator of the pipeline system forming the Gas distribution networks

We use;

"Our": belonging to SSE Airtricity Gas Supply (NI) Limited;

"Pass Through Charges": means all third party levies, costs, charges, taxes, duties or levies wholly or partly relating to supply and transportation of Gas to the Supply Premises or which We are otherwise entitled or required to pass through to You.

"PAYG": means a Pay-As-You-Go meter which is a meter that supplies Gas by requiring prepayment, and may provide for the repayment of debt at a set maximum rate approved by the Utility Regulator.

"Prices": the current Prices for the supply of gas, the current Prices for any Pass Through Charges and the current Prices for any other standing charges, as such Prices may be amended from time to time in accordance with this Agreement;

"Published Tariffs" means the list of Our current Prices and other payments (including any discounts and promotions), which You can find on Our website at sseairtricitygasni.com or as otherwise notified to You from time to time;

"Start Date": means the date on which Gas is made available to You from Us at the Supply Address;

"Supply Address": means the property owned or occupied by You to which We supply Gas;

"Unit": means the measurement of each tariff component for the supply of Gas by Us (and by way of example only means in respect of the charge for Gas consumed, a kiloWatt hour);

"Utility Regulator": means the Northern Ireland Authority for Utility Regulation (which may be contacted by telephone at 028 9031 1575 or by visiting their website at uregni.gov.uk) or any other competent successor body or authority;

"We" and "Us": SSE Airtricity Gas Supply (NI) Limited (trading as SSE Airtricity Gas Supply Limited (NI) and/or Our permitted successors and assignees;

"You": You, the customer with whom We've entered into this Agreement or deemed this Agreement upon. If more than one person enters into this Agreement, then each person shall be jointly and severally liable to Us.

"Your Side of the Meter": means the pipe work from the outlet of the gas meter into the Address(s).

- 1.2 The headings in this Agreement are for Your guidance only and do not affect the interpretation.
- 1.3 This Agreement applies if You are a customer whose premises consumes up to 732,000 kilowatt hours.
- 1.4 If You are unsure whether You are a Domestic Customer, or if You are taking Gas for purposes other than use in domestic premises, please contact Us for more information about the terms and conditions applicable to Your supply.
- 1.5 If You are elderly, have a disability, have a terminal illness or are chronically sick, we may have special services applicable to You. These are set out in Our Code of Practice (see clause 18 for further details).
- 1.6 As Your supplier, We arrange for delivery

of Gas to Your premises. The Network Operator is responsible for the quality and general continuity of Your supply and You have a separate contract with them in accordance with clause 17.

- 1.7 We shall not be required to keep or preserve the original documentation pertaining to or arising out of any Agreement (including the Agreement itself) but may keep copies of the same by using any electronic method of storing information and a legible copy or a recorded electronic audio file (as appropriate) of any such information so preserved shall be considered a true record thereof.

2. Gas Supply

- 2.1 We will supply Gas (and provide or procure that a third party provides any services associated with the supply of Gas) to the Supply Address from the Start Date until termination if:
 - a) We have authorisation under Our supply licence and Enabling Legislation;
 - b) We agree to accept You as Our customer under this Agreement; and
 - c) The transfer of Your supply(ies) to Us is/are successfully completed.

- 2.2 We may refuse to supply You under this Agreement or require You to stop using Your Supply where:
 - (a) An Agreement to supply the Supply Address already exists;
 - (b) Your existing Gas supplier, where applicable, prevents Us from supplying You;
 - (c) Your supply has been disconnected by Us and there is no obligation on Us to resume supply;
 - (d) You are in breach of any condition of this Agreement;

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- 2.7
 - (e) We have reason to believe that supply may result in danger to life and/or property including as a result of Meter Tampering or other interference with the supply or Equipment;
 - (f) We are required or entitled to by the Team for the Economy, the Utility Regulator and the Network Operator or under any Enabling Legislation;
 - (g) Metering arrangements and/or Equipment provided are unacceptable to Us;
 - (h) You have refused to accept Our payment terms which may include a PAYG option or a security deposit; or
 - (i) You have not provided, to our satisfaction, proof of Your identity.

2.3 The Equipment (including Your gas meter) is owned and serviced by the Meter Provider. We are not responsible for any damage caused by the Meter Provider or by any representatives of the Meter Provider who may attend at the Address in connection with the meter and You should contact the Meter Provider in such circumstances. You must also agree to pay for any Equipment Charges.

- 2.4 You shall allow the Meter Provider, Us, or any other person nominated by Us access to the Address, at all reasonable times and at any time in an emergency. This is so they can inspect, install, test, operate, calibrate, replace, maintain, read, repair, renew, remove, disconnect and reconnect Equipment for any purpose under this Agreement.

2.5 Should you not allow the Meter Provider, Us, or any other person nominated by Us access to the Address in accordance with clause 2.4 of this Agreement, We may charge You for the costs of gaining access to the Address which may include but are not limited to, (a) where We get a warrant of entry and carry it out, and, (b) any third party costs that We incur in gaining access to the Address.

- 2.6 You are responsible for making sure the Equipment is protected, kept in safe condition, not damaged, stolen, subject to Meter Tampering or otherwise interfered with by You or any other person whether deliberately or accidentally and whether with or without Your knowledge and/or consent. Meter readers must have easy access to read Your meter. The meter must also be in a safe, secure and weatherproof position. If it is not, or is not easy to access, You must agree a suitable position with the Meter Provider and make arrangements for the meter to be moved. You must let Us or the Meter Provider know immediately if the Equipment is interfered with or damaged. You may be liable for any charges incurred.

2.8 You are responsible for any pipes, pipe work and appliances on Your Side of the Meter and shall ensure that all such Equipment is adequately maintained, protected and kept in safe condition. You shall ensure that any person You employ to carry out any work in relation to Your Side of the Meter is Gas Safe qualified and registered or a member of a body approved to carry out such work. We give no warranty, express or implied, as to the adequacy, safety or other characteristics of any gas pipes and other apparatus, appliances or devices used or to be used in connection with the supply and use of Gas on Your Side of the Meter.

- If anyone else at the Address uses the gas supplied to the Supply Address, You will be

- responsible for their use of the Gas and for paying any Gas Charges incurred and any other appropriate or associated charges incurred from time to time. We are also entitled to claim part or all of the money owed from anyone else at the Address who uses the Gas supplied to the Supply Address.
- 2.9** The following conditions are applicable to the supply for business customers consuming between 32,000 to 732,000 kilowatt hours of gas per annum.
- a) Gas will normally be supplied to the meter at a pressure of 21 mbar, but at Your request and subject to availability, Gas maybe supplied at an elevated pressure.
 - b) On completion of the supply installation, We will notify You of the correction factor We will apply to the volume of Gas recorded by the meter for billing purposes.
 - c) We do not guarantee the continued availability of elevated pressure in excess of the standard 21 mbar. The facility of a supply of Gas at elevated pressure may be withdrawn by Us on providing a minimum of 3 months notice to You.
- 3. Change of Supplier**
- 3.1** If We take over the supply of gas, You:
- a) allow Us to ask for information about Your previous gas supply and disclose this information to relevant parties in order to carry out Our responsibilities; and b) will give Us an gas meter reading for the Start Date or allow Us to obtain an actual meter reading at the Address.
- 3.2** Switching to SSE Airtricity Gas Supply (NI) Ltd is subject to a successful credit check. We may share the information We have about You with relevant industry organisations based on agreed industry processes. In order to transfer Your gas supply We may need to share information with and obtain information from Your current supplier to establish details of any outstanding debt on Your account.
- 3.3** As the owner or tenant of the property, You confirm that You have the authority to switch Your gas supply to SSE Airtricity Gas Supply (NI) Ltd, and You give SSE Airtricity Gas Supply (NI) Ltd permission to terminate Your natural gas supply contract with Your current supplier.
- 3.4** You give authorisation for SSE Airtricity Gas Supply (NI) Ltd to request relevant details about Your Supply Address from the Network Operator.
- 3.5** Switching to SSE Airtricity Gas Supply (NI) Ltd for certain PAYG meters will be subject to the completion of a switching process on the meter by the customer. It is Your responsibility to either complete the process or contact Us to advise of any issues or to request additional time. Failure to do so will result in the Supply Address automatically reverting back to the original supplier.
- 4. Price and Payment**
- 4.1** The volume of Gas supplied (if any) by Us shall be measured in cubic metres but shall be charged for in Units of kilowatt hours. The measurement shall be converted to kilowatt hours (kWh) by the application of Our standard method of calculation using the monthly average of the daily average Calorific Value of the Gas supplied and (if applicable) a correction factor for temperature and pressure. The register of the meter shall be *prima facie* evidence of the amount of Gas supplied. You must ensure that the meter is easily accessible to Us and/or Our agents if a meter read is required by Us.
- 4.2** SSE Airtricity Gas Supply (NI) Ltd are responsible for reading the meter at the Meter Point. Meter readings will normally be assumed to be correct. Where We believe the meter readings are inaccurate or they are not available or We are not able to get access to Your meter We will make a reasonable estimate and send You a bill or statement. Where We have used an estimated meter reading for a bill, You can access Our website or contact Our Customer Service Team in accordance with clause 19 to submit a reading and Your next bill will be adjusted accordingly. We will seek to access Your Address to take a meter reading at least once every 2 years. If You or We discover that any meter reading has been inaccurate or omitted, or the readings have not been converted into Gas Charges correctly, We shall either debit Your account in a subsequent bill or statement if You owe Us money or We shall credit Your account in a subsequent bill or statement in respect of any money that is due to You (as appropriate).
- 4.3** You agree to take and pay for the supply of gas in accordance with our Published Tariffs. We may change Our Published Tariffs from time to time. Our Published Tariffs are available on Our website at sseairtricitygasni.com or on request from Our Customer Service Team in accordance with clause 19. We will send You regular bills and/or statements which will set out separately the Gas Charges and will identify the amount payable by You. You must pay the amount due in full on demand as set out in Your bill and/or statement without deduction or set off and part payment won't release You from Your obligation to pay. We will apply VAT at the appropriate rate to all Gas Charges. If You do not use Your supply wholly for domestic purposes, it is Your responsibility to give Us the information We need to apply VAT at the correct rate.
- 4.4** If any payments are late We may charge You (i) interest (payable on overdue payments at the rate of 3% per year above Danske Bank Limited's base lending rate in force at the time) and (ii) reasonable costs of trying to recover overdue payments. We may charge You for the costs of collecting late payments, which may include, but are not limited to:
- (a) where We visit Your Address;
 - (b) where We incur any tracing costs;
 - (c) where Your bank returns a cheque to Us unpaid, or rejects a direct debit, because there is not sufficient money in Your bank account; or
 - (d) any third party costs that We incur in recovering or collecting the late payment.
- 4.5** If You disagree with the Gas Charges, You must pay the undisputed amount and any further bills/statements issued. Once the dispute is settled or closed You must pay any amount that is still owed if the Gas Charges were correct or We will adjust Your account accordingly if the Gas Charges were not correct. 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.
- 4.6** If You pay Us any amounts under this Agreement, We will apply the sum received against the Gas Charges in the order in which they became due and We will credit or debit Your account with the balance (if any) in Your next bill or statement.
- 4.7** You must pay Us by one of the methods agreed by Us. These methods include in advance through a PAYG, post billing quarterly or monthly and by direct debit. If You don't provide or You withdraw a direct debit instruction or You do not pay by one of the payment methods agreed by Us (as appropriate to Your Agreement), We may change the frequency of Your bills and alter the Prices accordingly and We may require You to pay a security deposit and/or have Your meter replaced by a PAYG meter.
- 4.8** If You pay an equal amount each month for Your gas by direct debit or by any other payment method agreed by Us (as appropriate), We may change the monthly amount payable by You and/or the number of months for which You will pay the equal amount following (for example) a review of Your actual gas usage or change in the Gas Charges. You will be liable for any costs associated with this following recalculation of Your bills or statements.
- 4.9** If You make an appointment with Us or through Us and cannot keep it, You must

give Us as much advance notice of the cancellation as reasonably possible and You may be charged for the appointment if We incur any cost in respect of Your failure to keep the appointment.

- 4.10 If for any reason the meter does not register gas usage accurately, You agree to pay an amount that reasonably reflects the amount of gas You have used. If You dispute the accuracy of Your Gas meter and if it is tested at Your request by the Meter Provider You will be required to pay a standard charge for the test. If the gas meter is found to be inaccurate then You'll receive a refund of this cost and We'll adjust the applicable Gas Charges as appropriate. If You disagree with Our estimate of Your gas usage, You may wish to contact Our Customer Service Team in accordance with clause 19.
- 4.11 Except in the case of emergency under clause 16, if We (the Meter Provider or the Network Operator) suspend, disconnect or reconnect Your gas supply or arrange for Your meter to be repositioned You will be liable for any applicable charges.
- 4.12 If Your chosen payment option is incompatible with Your existing gas meter, You should contact Our Customer Service Team in accordance with clause 19 to arrange for Your meter to be replaced. You may be liable for any charges incurred.
- 4.13 If You request a visit to the Address to check the Equipment You might be charged for this.
- 4.14 We may vary the Prices (and We may, for the avoidance of doubt, pass through to You any variation in the Prices for the Pass Through Charges). We will publicise details of these variations in accordance with Our supply licence. We will notify You in writing (by post or email) of any proposed variation in the Prices 21 days in advance of the effective date of the variation. Up to date information on Our Prices and Pass Through Charges may be found on Our website at sseairtricitygasni.com or it can be obtained by contacting Our Customer Service Team in accordance with clause 19.
- 4.15 You agree to pay Our other reasonable charges relating to Your Gas supply, including:
- (a) charges for providing copy bills or statements where requested by You;
 - (b) costs that arise if We have to take action because You break the terms of this Agreement;
 - (c) additional charges relating to the maintenance of the meter;
 - (d) all costs associated with theft, loss, damage, Meter Tampering Charges or other interference to Equipment, including Equipment Charges, by You or any other person howsoever caused; and

(e) a minimum charge where the meter and other Equipment for supply has been installed but You have used less Gas than the minimum volume detailed in Our Published Tariffs.

- 4.16 From time to time, We may (at Our sole discretion) offer certain specified categories of customers (which may or may not include You) special tariffs (including, by way of example only, a reduced Unit rate price for gas consumed) for a certain period of time to be determined by Us at Our sole discretion.
- 4.17 For the avoidance of doubt, We shall have no liability to You in the event that You have not availed of any other tariff offered or You have chosen the incorrect tariff or payment method for You.
- 4.18 Effective from 1 September 2020, for domestic and microbusiness customers consuming up to 73.2 MWh per annum we will not bill you or otherwise seek to recover charges from you for gas consumption which we have supplied to you (including via a prepayment meter), where those charges exceed 13 months except in the circumstances where; (i) the bill was issued before the 1 September 2020, (ii) we have previously issued a bill that we are continuing to seek payment for; (iii) in line with condition 2.6, we have been unable to obtain an actual meter reading for the period to which the backbill relates, despite having used all reasonable efforts to do so; (iv) in line with condition 2.6, the backbill is the effect of unlawful meter tampering or theft.
- 5. Security Deposit**
- 5.1 We may request a security deposit from You in advance of the provision of gas supply as security against payment for Your gas, in line with Our licence requirements. During the term of supply We may request a security deposit from You if:
- (a) You don't meet Our credit criteria;
 - (b) You fail to pay or are late in paying any amount due to Us; or
 - (c) You do not pay for Your gas by direct debit. If You don't provide a security deposit for whatever reason We may disconnect Your supply and recover from You any costs reasonably incurred and You will be required to pay Us the cost of disconnection and of subsequent reconnection (if any).
- 5.2 In addition to any rights We may have under this Agreement, any security deposit held may be used to offset any unpaid monies due to Us. The amount that We keep will not be more than the amount You owe Us.
- 5.3 Your security deposit will be refunded to You (a) upon finalisation of Your gas account with Us taking into account

any unpaid charges or (b) for Domestic Customers only, after 12 months, provided You have paid all charges for supply of gas on first demand. You must provide Us with the address to which cheques should be sent or details of the bank account to which payment should be sent.

- 5.4 If You experience any difficulty in paying the amounts due to Us under this Agreement, please contact Us immediately so that We can provide advice and where appropriate, agree a payment plan or other arrangements with You. Further information is contained in Our Codes of Practice (see clause 18)

6. PAYG

- 6.1 We may have Your meter replaced with a PAYG meter if
- (a) You do not meet Our credit criteria;
 - (b) You fail to pay or are late in paying any amount due to Us (including but not limited to the security deposit requested by Us); or
 - (c) You do not pay for Your gas by direct debit.
- 6.2 You can request that Your meter is replaced with a PAYG meter and We can arrange the replacement if it is safe and practical to do so. You may be liable for any charges incurred.
- 6.3 If You use a PAYG meter it is Your responsibility to look after the top-up card, keeping it clean, safe and free from damage. There may be a charge for replacements.
- 6.4 Our Code of Practice (on Services for Prepayment Meter Customers) gives details of how to top-up and use Your PAYG meter and this is available on Our website at sseairtricitygasni.com or on request from Our Customer Service Team in accordance with clause 19.
- 6.5 If You have a PAYG meter You will not receive a bill from Us. However, We will send You a statement of Your account at least once per annum and in line with Our licence obligations.
- 6.6 If You require a refund of credit from Your PAYG meter it can be obtained by contacting Our Customer Service Team in accordance with clause 19. You may be liable for any charges incurred.
- 6.7 If You are repaying a debt to Us via PAYG at a set rate and do not make payments as agreed, We may request immediate payment of the total outstanding amount together with Our reasonable costs (including internal and external costs and a reasonable administration charge) and/or may enter the Supply Address (or such other property on which the PAYG Equipment is located) to disconnect the supply and/or remove the meter. In the

- event that You request a site visit to inspect Your PAYG meter We shall be entitled to make a reasonable charge. If You have a PAYG meter installed then You shall allow Us to calibrate, recalibrate or remove the PAYG Equipment at Our discretion.
- 6.8** You agree to pay any outstanding charges transferred or assigned to Us by Your previous gas supplier together with any reasonable administration charge as notified by Us to You.
- 7. Termination**
- 7.1** The supply of Gas at any Meter Point may be discontinued:
- (a) on the day requested by You, provided that:
 - (i) on the day of termination, either another supplier has already started to supply gas to the Meter Point or the Meter Point has been disconnected; and
 - (ii) if We agree (where permitted) that monies remain outstanding from You; or
 - (b) on the date You no longer own or occupy the Address, provided You give Us at least 7 working days' prior written notice and You provide Us with a meter read for the day of termination. Otherwise it will terminate on the first to occur of:
 - (i) the second working day after You've given Us written notice provided that You have given Us a meter read for the day of termination; or
 - (ii) the day that the meter(s) at the Address is next read; or
 - (iii) the date that gas is supplied to the Address by another registered supplier.
- 7.2** If You don't give the necessary notice under clause 7.1 You will remain liable for all amounts due under this Agreement until the date of termination and We will estimate Your final meter reading if You do not provide one.
- 7.3** You may end this Agreement at any time within 14 calendar days from the date You accepted it on the phone, online, moved into the Address or had Your Meter Point(s) connected to the local gas network. To do this, simply write to our Customer Service Team in accordance with clause 19, stating Your name, address and contact number.
- 7.4** We adopt procedures, which aim to avoid disconnecting Your Meter Point(s), if You have difficulty in paying Your bills. Our Code of Practice ("Code of Practice on Payment of Bills") (see clause 18) setting out these procedures is available on Our website at sseairtricitygasni.com or on request from Our Customer Service Team in accordance with clause 19.
- (a) We may end this Agreement immediately by written notice if:
 - (i) You fail to pay any amount due to Us by the date upon which such amount was due;
 - (ii) We require PAYG to be installed and this
- has not been done except in circumstances where the reason for such failure to install PAYG rests with Us;
- (iii) You are due to pay Us a security deposit and We have not received it;
 - (iv) We have specified the payment method You should use to make payments under this Agreement and You do not use this specified method;
 - (v) Where the Network Operator instructs Us to do so or has cut off supply;
 - (vi) We are entitled to refuse to supply You under this Agreement in the circumstances set out at condition 2.2; or
 - (vii) We give You 28 days prior notice of Our intention to so terminate this Agreement.
- 7.5** This Agreement shall terminate automatically from the date that a Last Resort Supply Direction is issued by the Utility Regulator to another Gas supplier to supply the Address.
- 7.6** If either We or You fail to fulfil any obligations under this Agreement (other than payment obligations) because of an event or circumstance outside its reasonable control, that failure will not be a breach of this Agreement for the duration of that event or circumstance. The Network Operator is responsible for the quality of the supply of gas to You and its continuity. Accordingly, We shall not be liable for the quality and continuity of Your gas supply which are outside Our reasonable control.
- 7.7** The termination of this Agreement will not affect the rights and obligations of either party existing before such termination.
- 7.8** Your gas supply may be disconnected if We have to do so by law or in an emergency. Your supply may also be cut off by the Network Operator from time to time, for example, to carry out repairs or maintenance to the network. We may ask the Network Operator to cut off supply on Our behalf.
- 7.9** If You have ended this Agreement and moved into new premises and would like Us to continue to supply Your Gas at Your new premises, please contact Our Customer Services Team in accordance with clause 19. You will need to tell Us Your new address and the date You wish the supply to commence.
- 7.10** You may terminate this Agreement where We have proposed a variation to Your SSE Airtricity Gas Supply (NI) Ltd Standard Terms and Conditions and You do not wish to accept the variation.
- 7.11** This Agreement may terminate with immediate effect if You are in breach of any condition herein or other trading terms with Us or if the Licence is revoked or Our duty to supply is restricted. In such circumstances We shall be entitled to disconnect Your supply and recover Our reasonable charges and costs incurred in discontinuing the supply together with any amounts due and owing by You to Us as at the date of termination.
- 8. Assignment and Contact Details**
- 8.1** This Agreement is personal to You and You may only transfer it to someone else with Our written Agreement.
- 8.2** Subject to the terms of Our supply licence, We may, without Your Agreement, assign or transfer all or any part of Our rights and subcontract any of Our obligations under this Agreement to a party that holds the necessary authorisation(s). Your rights under clause 7.1 won't be affected.
- 8.3** On assignment or transfer, We may hand over Your security deposit and any interest in that deposit to the party mentioned in Clause 8.2 or refund it to You.
- 8.4** If We need to contact You, We will use the contact details You have given to Us in the application for the supply of Gas (or otherwise) or made available to Us through industry processes. If You need to contact Us, please telephone Our Customer Service Team in accordance with clause 19.
- 9. Variation**
- 9.1** We may vary the terms and conditions for the supply of Gas in this Agreement, in line with Our supply licence requirements. If We vary the terms and conditions, We will write (by email or post) to You 21 days in advance of the effective date of the variation. An up to date copy of Our terms and conditions can be found on Our website at sseairtricitygasni.com or it can be obtained by contacting Our Customer Service Team in accordance with clause 19.
- 9.2** A change to the terms and conditions does not affect Your right to be able to terminate this Agreement under clause 7 if You do not accept any variation of the Standard Terms and Conditions for the supply of gas.
- 10. Enforcement of Rights**
- 10.1** We can enforce any rights and obligations under this Agreement even if there is a delay in doing so.
- 10.2** If this Agreement is found to be unenforceable in whole or in part by any court of law or other regulatory or competent body, this will not affect any other part of this Agreement.
- 11. Limits of Our legal responsibility**
- 11.1** We do not limit or exclude liability for death or personal injury caused by Our negligent acts or omissions.
- 11.2** We will only be liable for loss or damage which is a reasonably foreseeable

consequence of Our breach of this Agreement up to a maximum liability of £100,000 for any incident or series of incidents in any calendar year. Neither You nor We will be liable to the other for any loss or damage which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, opportunity, business, contract or wasted expenses. However, for the avoidance of doubt, this does not affect Our right to charge You as described in this Agreement.

- 11.3** We will not have any liability howsoever arising in respect of, or in connection with, any failure of the services provided by, or any acts or omissions of, the Meter Provider and the Network Operator.
- 11.4** In this condition "Force Majeure" means any event or circumstance beyond the control of the Party concerned and which, notwithstanding the exercise by it of reasonable diligence and foresight, that Party was or would have been unable to prevent or overcome. Without limitation to the generality of this condition, it is acknowledged that any event or circumstance that qualifies as Force Majeure under a Party's connection or transportation contract with the Network Operator shall be deemed to be Force Majeure hereunder.
- 11.5** If either Party is by reason of Force Majeure rendered unable wholly or in part to carry out any of its obligations under this Agreement, then the Party affected shall be released from its obligations hereunder to the extent to which they are affected by Force Majeure and for the period during which those circumstances exist, provided that:
- (a) the Party seeking relief under this condition 11.5 shall advise the other Party as soon as practicable by notice in writing of the Force Majeure together with its estimate of the likely effect of the Force Majeure on its ability to perform its obligations and of the likely period of such Force Majeure having regard to the matters referred to in condition 11.5(b);
 - (b) the Party affected shall use all reasonable endeavours to terminate the circumstance of Force Majeure if and to the extent reasonably practicable and with all reasonable speed and at reasonable cost; but nothing in this provision shall limit Our absolute in relation to the settlement of any labour dispute constituting circumstances of Force Majeure; and
 - (c) The Parties acknowledge that Force Majeure shall not release any Party from any obligation to pay amounts due under this Agreement.

12. Notices

- 12.1** Notices required under this Agreement will be in writing and will be sent by post or by

e-mail or will be published on Our website or by a notice published in any national daily newspaper. Any notices sent by post will be sent to the billing address or any other address (as the case may be) notified by You to Us. Any notices sent by e-mail will be sent to the e-mail address notified by You to Us (if any). We'll assume You've received posted notices within 5 working days after posting and electronic notices on the same working day as We send it unless We receive evidence to the contrary.

13. Use of Personal Information

- 13.1** Information You provide or We hold may be used by Us, Our employees and/or Our agents, including companies within the Scottish and Southern Energy plc group (which SSE Airtricity Gas Supply (NI) Limited is part of) to help:
- (a) identify You when You call;
 - (b) with the detection and prevention of crime, fraud and loss;
 - (c) with the administration of accounts, services and products; and
 - (d) contact You in writing and/or by phone and/or by email with information about other services and products offered by Us and/or Our carefully selected partners where You have consented. Please also see our privacy notice which can be found on our website at sseairtricitygasni.com or it can be obtained by contacting Our Customer Service Team in accordance with clause 19.
- 13.2** Information can be shared between Us and third parties who provide and/or receive services in relation to this Agreement in order to fulfil Our obligations and in accordance with clause 8.
- 13.3** We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they will retain a copy of the search. Information from Your application and payment details of Your account may be recorded by these agencies and may be shared with other organisations (including, but not limited to financial institutions) to help make credit and insurance decisions about You and members of Your household and for debt collection and fraud prevention purposes.
- 13.4** We may monitor or record telephone calls, to help improve Our customer service, for security purposes, for administering Your account and for debt recovery purposes.
- 13.5** You are entitled to a copy of the personal data held about You by Us, as provided for under Data Protection Legislation. You also have the right to require Us to correct any inaccuracies in Your information.
- 13.6** In order to transfer Your energy supply We may also need to contact Your current and any previous supplier in order to:
- (a) establish all relevant details to help with Your transfer, and
 - (b) establish the details of any outstanding debt You may owe them. You agree with Your current and any previous supplier to transfer to Us the right to collect any debt You owe to that supplier and to pass over all relevant account information. If You transfer to a new supplier and You owe Us money, We may inform the new supplier about the debt in line with any industry processes.

- 13.7** You agree to let Us know if a person with special needs resides or ceases to reside at the Address. We may pass this information to the Network Operator or any other third party who provides and/or receives services in relation to this Agreement in order to fulfil Our obligations and in accordance with clause 8.
- 14. Transfer of Information**
- 14.1** You agree that We may request or transfer any information in connection with Your Gas supply(ies):
- (a) from a previous supplier to Us;
 - (b) by Us to a subsequent supplier; and
 - (c) to/from the Utility Regulator, the Network Operator and/or the Meter Provider as per Our licence obligations.
- 14.2** If You are transferring to a new supplier, You agree that We may give Your new supplier any relevant details to help with Your transfer. If You owe Us money, You agree that We may advise Your new supplier, and agree to transfer the debt to Your new supplier for them to collect, giving them full details of the amount You owe.
- 14.3** Information You provide can also be shared between Us and third parties who provide and/or receive services in relation to this Agreement in order to fulfil Our obligations. We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they and/or Us shall retain a copy of their results. Information from Your application and payment details for Your account may be recorded by these agencies and may be shared with other organisations to help make credit and insurance decisions about You and members of Your household and for debt collection and fraud prevention purposes.
- 14.4** In line with Our licence requirements, We share data held in relation to You and Your account with the Network Operator. This includes data on registered vulnerable customers, to ensure they are provided with the additional services provided by the Network Operator. In the event that We are unable to provide You with a gas supply, the Network Operator may forward all data they hold to the Supplier of Last Resort appointed by the Utility Regulator in

- accordance with clause 7.
- 15. Governing Law**
- 15.1 This Agreement shall be governed with effect to the Enabling Legislation and by the laws of Northern Ireland. Any disputes arising shall be dealt with by the Northern Irish courts.
- 16. Gas Emergencies and Safety**
- 16.1 Where we have given direction under section 2(1)(b) of the Energy Act 1976 prohibiting or restricting the supply of gas to specified persons, then so far as is necessary or expedient for the purposes of or in connection with the direction, we or the Network Operator may discontinue the supply of gas to the Premises and you shall refrain from using or restrict the use of gas on being notified by us or the Network Operator that you should do so.
- 16.2 The Parties acknowledge that We may be required by (amongst others) the Department for the Economy, the Utility Regulator or the Network Operator to disconnect or cease supply at the Supply Address or take such other action as required for any reason of System security or to comply with any requirement of applicable law or regulation and the Parties agree that the Company shall not have any liability in respect of any loss or damage arising as a result. Supply may be disconnected by Us or any other duly empowered person, or by Our or their duly authorised officers or agents were permitted or required by law or any relevant licence, code or Agreement. We may make a charge to reconnect Your supply.
- 16.3 Should We be required to disconnect, interrupt or discontinue supply to the Supply Address You shall refrain from using Gas immediately upon being notified by Us that You should do so.
- 16.4 You shall comply with all requests by Us or the Network Operator for the purpose of:
- (a) Averting or reducing danger to life or property; or
 - (b) Securing the safe transportation of Gas through the System and for maintaining the safety of the System itself.
- 16.5 You must tell Your Network Operator immediately if You're aware of any incident that either:
- (a) causes danger or requires urgent attention regarding the supply or distribution of gas;
 - (b) affects or is likely to affect the maintenance, availability and quality of service of the gas distribution network; or
 - (c) Where You suspect that there is any escape of Gas (or any Equipment is damaged which may result in the escape of Gas).
- 16.6 You shall at all times use gas in a proper, sensible and safe way and You shall not do anything, or allow anyone else to do anything, which interferes with the supply to You or to any other person.
- 16.7 You shall not in any way, or allow anyone else to, tamper with, misuse or damage the meter, PAYG Equipment or any other pipes or apparatus or Equipment installed by the Network Operator or Us.
- 16.8 The emergency contact number is 0800 002 001. Contact details are also printed on all statements and bills issued by Us to You.
- 17. Terms of Connection**
- 17.1 The terms and conditions on this section apply only if We need to assist in providing a new connection to the gas network or a reconnection to the network. The actual connection or reconnection process should be agreed between You and the Network Operator.
- 17.2 All quotations including those for connection costs and allowances or incentives will be supplied by the Network Operator. You can contact the Network Operator to query any of these charges.
- 17.3 If You do not use any gas during the first 12 months after We have connected the Supply Address, You will be liable to pay the full amount on the bill We send You within seven days of Us sending it to You.
- 18. Codes of Practice**
- 18.1 In line with Our supply licence, We have Codes of Practice approved by the Utility Regulator which set out Our commitments to You as a customer in relation to levels of service. Our Codes of Practice can be found on Our website at sseairtricitygasni.com or You may contact Our Customer Service Team in accordance with clause 19 if You would like to receive a copy.
- 18.2 Our Codes set out Our services for customers who are pensionable age, disabled, have a terminal illness, or chronically sick and details on how to join the industry register if You are an eligible customer.
- 18.3 The Codes also contain details of Our complaints handling procedure should You need to use this at any stage. If You are unhappy with any aspect of the service We provide, details of how to contact Us can be found on Our website at sseairtricitygasni.com or You can contact our Customer Service Team in accordance with clause 19. If We have failed in Our provision of service, any refund or compensation due to You will be paid in accordance with Our Standards of Performance. If We are unable to resolve
- Your complaint, you can contact the Consumer Council for Northern Ireland free of charge. They are an independent body and may be able to help and give You further advice. Please call them at 028 9025 1600 or 0800 121 6022, or email: contact@consumercouncil.org.uk or write to: The Consumer Council for Northern Ireland, Floor 3, Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN. Should the Consumer Council not resolve your complaint to your satisfaction, you have the right to refer your complaint to the Utility Regulator. This does not affect your statutory right to go to court if you deem the solution unsatisfactory.
- 18.5 We also have Codes of Practice, providing guidance as to the services we provide.
- (a) "Code of Practice on the Efficient Use of Gas";
 - (b) "Code of Practice on the Provision of Services for persons who are of Pensionable Age, Disabled, have a Terminal Illness, or Chronically Sick";
 - (c) "Code of Practice on Payment of Bills";
 - (d) "Code of Practice on Services for Prepayment Customers"; and
 - (e) "Code of Practice on Complaints Handling Procedure".
- 18.6 To obtain copies of Our Codes of Practice please contact Our Customer Service Team in accordance with clause 19 or visit Our website at sseairtricitygasni.com.
- 19. Customer Service Team Contact Details**
- 19.1 Our Customer Service Team can be contacted by:
- (a) Phone: 0345 900 5253
 - (b) Email: info@airtricitygasni.com
 - (c) Website: sseairtricitygasni.com
 - (d) Post: SSE Airtricity Gas Supply (NI) Limited, 25 Great Victoria Street, Belfast, BT2 7AQ.
- Please note, we will only deal with the named account holder or nominated contact for data protection purposes.