



TERMS AND CONDITIONS

DEFINITIONS

Capitalised terms in this Agreement shall have the meaning given in the relevant Code of Operations unless otherwise defined or unless the context otherwise requires:

“Code of Operations” or “Code” means the code of operations published by the relevant Transporter and approved by the Northern Ireland Authority for Utility Regulation (NIAUR);

“Contract Term” shall mean the period from the date of commencement of supply determined in accordance with paragraph 0 of this Schedule and the End Date.

“Cover Sheet” means the cover sheet of this Agreement;

“Customer Contracted Capacity” means the Customer Contracted Capacity outlined in the Cover Sheet (Customer Site Information) and represents the maximum amount of gas the Customer may nominate or take at the Delivery Point on any day and avoid becoming liable for Capacity Overrun Charges as outlined in the relevant Code;

“Delivery Point” means the offtake point at which the Company will procure the delivery of gas to the Customer defined by the Supply Meter Point Reference Number specified in Cover Sheet (Customer Site Information);

“Distribution” means the activity of the operation of a distribution gas pipeline system by a Transporter that is currently carried on by .

“End-Date” means the “End Date” specified in the Cover Sheet or such later date agreed pursuant to paragraph 0 of this Schedule;

“GB” means Great Britain;

“Gas Charges” means the charges to be paid by the Customer determined in accordance with Schedule 2;

“Gas Trades” means the trades that may be concluded under Schedule 2;

“Gas Trading Mandate” means the mandate set out in Schedule 5;

“Industry Agreements” means any agreements between more than two parties participating in the gas industry in Northern Ireland that are generally accepted to be Industry Agreements;

“Premises” has the meaning specified in the Cover Sheet;

“Quote Date” means the date on which a quotation of Indicative Gas Charges in the form set out in Schedule 1 of this Agreement is created by the Company for the Customer and is subject always to the limitation stated at Section 9(f) of Schedule 2.

“Security” means the credit support required by the Company set out in paragraph 10 of this Schedule;

“Transmission” means the activity of the operation of a transmission gas pipeline system by a Transporter that is currently carried on by Premier Transmission Limited, Belfast Gas Transmission Limited and BGE (Northern Ireland); and

“Transporter” means any holder of a licence for the conveyance of gas granted by the NIAUR and the permitted successors and/or assignees of such licence holders.

“Flexible Product Manager” is an internet application accessible electronically via the business online website.



SUPPLY OF GAS

This Agreement shall commence on execution and shall continue until terminated in accordance with paragraph 0 of this Schedule.

Unless otherwise agreed, the Company shall supply or procure the supply of gas to the Customer at the Delivery Point and the Customer shall take delivery of gas at the Delivery Point until termination of this Agreement with effect from the later of:

the date of receipt by the Company of an Agreement signed by the Customer;

the occurrence of the Commencement Date specified in the Cover Sheet; and

the date of receipt by the Company of any Security required by the Company.

Title and risk in gas delivered shall pass to the Customer at the Delivery Point.

All Gas Trades shall be concluded in accordance with the Gas Trading Mandate set out in Schedule 4.

All subsequent changes to the default nomination provided in Schedule 4 shall be concluded in accordance with the Gas Nomination Procedure outlined in Schedule 2.

CODES, LAWS AND OTHER AGREEMENTS

Both parties will comply with the relevant provisions of the relevant Code of Operations and other industry codes and all statutory instruments, regulations, orders and licences applicable to them and relevant to the performance of their obligations under this Agreement.

The Customer shall accord the Transporter such rights, including rights of access, and abide by the provisions of the relevant Code of Operations and any relevant ancillary agreements as if the Customer were party to the relevant Code of Operations.

The Customer shall indemnify and keep indemnified the Company from and against all actions, proceedings, suits, claims, damages, demands, losses, costs, charges, expenses and fines arising howsoever arising from a breach by the Customer of any of its obligations under the relevant Code of Operations and/or a failure by the Customer to comply with its obligations in paragraphs 3.1 or 0.

PAYMENT AND SECURITY

For the duration of this Agreement, the Customer shall pay the Company the Gas Charges as set out in and determined in accordance with Schedule 2.

Gas Charges shall be payable monthly in arrears. The Company shall send the Customer monthly invoices of Gas Charges and any other amounts due under this Agreement. All invoices shall be payable by the Customer by cleared funds in the Company bank account on the earlier of the twentieth (20th) day of the month of issue or 10 days from the invoice date, (the "Due Date") without deduction, withholding or set-off.

If any account is not paid in full by the Due Date, the Company shall be entitled to issue a demand for the amount due. If the amount due is not paid within seven (7) days of the demand, the Company shall be entitled to:

disconnect supply and procure a meter lock, meter disconnect and/or de-registration of the Delivery Point (the Customer will pay all costs of procuring such meter lock, meter disconnection and de-registration) and/or;



draw down the amount due under the Security; and/or

proceed in any lawful manner considered necessary for the recovery of the amount due.

Interest shall be charged on amounts due from the Due Date, on a daily basis, at the London Inter-Bank Offer Rate (LIBOR) interest rate plus three percentage points (3%) and shall be payable from the Due Date until the date payment is received.

Gas Charges are exclusive of Value Added Tax which shall be payable by the Customer at the applicable rate. The Company shall be entitled to amend the charges to amounts resulting from taxation changes or the imposition of, or changes in, any levies or regulatory charges.

The Customer shall provide the Security specified in paragraph 10 of this Schedule of the general terms and conditions in accordance with the criteria and timings contained therein. The Company may vary the Security required (or require Security to be provided if not previously provided) during the term of this Agreement by notice in writing to the Customer in the event of an assignment of this Agreement, a change of control of the Customer, a material adverse change in the creditworthiness of the Customer or, following a credit check, the Company considers the Customer to have an unsatisfactory credit rating or the Customer's credit rating is downgraded. In the event that the Company varies the Security required to be provided or requires Security to be provided during the term of this Agreement, the Customer shall provide the Company with the required Security within ten (10) days of request.

Please see the Company's Code of Practice on the Payment of Bills (Gas Supply) for further details on payment methods available, security, what to do if there are difficulties in making payments on time, and how to dispute an invoice (available on the Company's website www.electricireland.com or by contacting 0345 600 5335

TERMINATION

This Agreement shall terminate on the End Date specified in the Cover Sheet ("End Date") unless otherwise agreed by the parties in accordance with paragraph 0 of this Schedule.

If the Customer wishes to obtain an extension to the Contract Term it should advise this to the Company before one (1) month and three (3) days prior to the End Date requesting such extension.

The parties may agree in writing by the date occurring no later than thirty (30) days prior to the End Date that the Contract Term shall be extended for a further year or such other period as agreed by the parties. If the Contract Term is extended in this manner:

the Company shall be entitled to charge such revised Gas Charges as notified to the Customer prior to the extension of the Contract Term;

the parties shall agree any amendments to the Customer Contracted Capacity and the Customer's default daily volumes set out in Schedule 4 to cover such extended contract period prior to the extension of the Contract Term;

the Customer shall, within ten (10) days of request in writing from the Company, provide such Security as is requested by the Company;

the Customer authorises the Customer to book capacity equal to the Customer Contracted Capacity for the remainder of the Contract Term; and

any reference to "End Date" shall be deemed to be a reference to the date to which the parties have agreed to extend this Agreement.

The Customer shall not take delivery of gas at the Delivery Point after the date of termination of this Agreement unless a valid gas supply agreement with the Company is in full force and effect or the Company has



been deregistered as supplier at the Delivery Point. If the Customer does take gas at the Delivery Point during any period in which the Company is the registered supplier to the Delivery Point and a valid gas supply agreement with the Company is not in full force and effect:

the Customer shall pay the Company an amount equal to 125% of the System Marginal Buy Price (SMBP) as published by National Grid Gas in GB in respect of volumes of gas offtaken at the Delivery Point, plus a Service Fee of 3.0 pence per therm; and

the Customer shall indemnify the Company against actions, proceedings, suits, claims, damages, demands, losses, costs, charges, expenses and fines incurred by the Company as a result of the Customer offtaking gas at the Delivery Point; and

the Company shall be entitled to procure a meter lock, meter disconnect and/or de-registration of the Delivery Point in such circumstances and the Customer will pay all costs of procuring such meter lock, meter disconnection and de-registration.

This Agreement may also be terminated by the Company at any time if the Customer:

does not pay any valid invoice by the Due Date;

breaches this Agreement and does not remedy the breach within 10 days (or such longer period agreed by the Company) after having received written notice of such breach;

by its acts or omissions causes or is likely to cause the Company to be in breach of its obligations under the relevant Code of Operations;

does not accord the Transporter such rights, including rights of access, and abide by the provisions of the relevant Code of Operations and any relevant ancillary agreements as if the Customer were party to the relevant Code of Operations, as appropriate;

has made unauthorised use of gas or committed theft of gas;

is insolvent or enters into a scheme or arrangement with its creditors, has a receiver, administrative receiver, manager or examiner appointed or is subject to an order or resolution winding up its activities;

fails to provide any Security required under this Agreement in the time required by this Agreement; or

relocates, closes, changes use or ceases its operations and a supply of gas is no longer required by the Customer at the Delivery Point. The Customer must notify the Company as soon as reasonably practicable of any impending relocation, closure, change of use or cessation of operations.

Upon termination of this Agreement:

closing meter readings will be taken at the Premises and the Company will issue the Customer with a final account of outstanding amounts;

the Customer shall pay to the Company all Gas Charges in respect of the period up to and including the date of termination, including any accrued charges and applicable interest payable;

the Customer shall pay to the Company all Gas Charges and other charges under the relevant Code of Operations incurred as a result of (a) the Company having booked capacity to the End Date and (b) any request of the Company made by the Customer; and

the Customer shall permit the Company to enter the Premises for the purposes of moving its own equipment or its agent's equipment.

Paragraphs 0, 0, 0, 0, 0, 9.2, 9.5 and 9.6 shall survive termination or expiry of this Agreement, together with:

any accrued rights or liabilities arising on or prior to termination; and



the obligations of the Parties under the relevant Code of Operations or paragraph 0, as appropriate.

LIABILITY

The Company shall not be liable to the Customer for loss of profit, loss of bargain, loss of contract, loss of revenue, cost of capital, indirect, consequential or economic loss or damage whether arising in contract, tort, statute, indemnity or howsoever otherwise.

The maximum aggregate liability of the Company shall not exceed £100,000.

Nothing shall exclude or limit the liability of either party for death or personal injury resulting from the negligence of that party or the Customer for any sums due to the Company under this Agreement.

Neither party shall be liable to the other for its failure to comply with this Agreement resulting from any event or circumstance beyond the reasonable control of the affected party (excluding inability to pay) or an act or omission of a third party under the relevant Code of Operations and any ancillary agreements or applicable laws necessary for the provision of the supply of gas by the Company to the Customer.

The rights and remedies provided by this Agreement to the Customer are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies expressed or implied and provided by common law or statute in respect of the subject matter of this Agreement, including without limitation any rights the Customer may possess in tort which shall include without limitation actions brought in negligence and/or nuisance. Accordingly, the Customer hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases the Company, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in this Agreement and undertakes not to enforce any of the same except as expressly provided in this Agreement.

The Company accepts no responsibility for the adequacy, safety or other characteristics of the Customer's installation.

VARIATION

The Parties shall effect any amendments necessary to comply with the provisions of the relevant Code of Operations, ancillary agreements and all statutory instruments, regulations and orders applicable to them and shall effect any amendment required to be made to this Agreement as a result of a change in any of the above.

The Company reserves the right to vary the Agreement terms and conditions to reflect any new trading arrangements approved by the NIAUR or other competent authority.

MISCELLANEOUS

The Company may assign the benefit of this Agreement or any part of it but will notify the Customer as soon as practicable in advance of such assignment or, if it is not reasonably possible to do so, in any event as soon as practicable thereafter. The Customer may not assign the benefit of this Agreement without the prior written consent of the Company, such consent not to be unreasonably delayed or withheld.

Both Parties shall take all reasonable steps (except when otherwise required by law or regulation) to keep confidential the contents of this Agreement. Both Parties shall take all reasonable steps (except when otherwise required by law or regulation) to keep confidential any information concerning the other party's business which that party may (by written notice) reasonably designate as confidential.



The Customer agrees that the Company may carry out credit checks on the Customer and on any of its directors or owners at any time during this Agreement to the extent permitted by law.

The Customer shall notify the Company in writing of any change of control of the Customer, any change of company name of the Customer or if the Customer in any way vacates the Premises or gives up or shares possession to or with any other another occupier at the Premises, such notice to be given as soon as is reasonably practicable upon the Customer becoming aware of the likely occurrence of such event (or within three days thereafter in any event). In the event that the Customer in any way vacates the Premises or gives up or shares possession to or with any other another occupier at the Premises, the Customer will either provide a meter reading, or arrange with the Company in advance for a special meter reading, for the date on which the change takes place. If the Customer fails to do so, any termination by the Customer under this Agreement shall be of no effect and the Customer shall continue to be liable for outstanding charges for gas supplied at the Premises.

If any provision of this Agreement is held by a court or other competent authority to be unlawful, void or unenforceable, all other provisions of this Agreement shall nevertheless remain in full force and effect. In such circumstances, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.

In the event of any conflict between the provisions of this Schedule 3 and the provisions of any other schedule to this Agreement, the provisions of this Schedule 3 shall prevail.

This Agreement will be governed by the laws of Northern Ireland and the parties accept the non-exclusive jurisdiction of the courts of Northern Ireland

9 CREDIT SUPPORT

9.1 If requested by the Company the Customer shall (i) provide Company with credit support in a form acceptable to the Company and for an amount specified by the Company and/or (ii) agree to payment by Direct Debit.

9.2 If requested by the Company the Customer shall provide letters of credit to the Company from an entity acceptable to the Company in a form specified by the Company. Such letters of credit shall be in an amount calculated as 25% of value of any forward purchases arising from Trade Requests (as defined in paragraph 6(a) of Schedule 2 to this Agreement), as calculated by the Company, and excluding any forward purchases relating to the two calendar months following the month in which the Trade Request is to be executed.

9.2.1 Such letters of credit shall be provided at the time of or before any Lock-in Trade Request is made by the Customer and must be provided before any Lock-in Trade Request is acted upon by the Company.

9.2.2 In the event that forward gas purchases are made for a particular period following a Lock-in Request and the forward gas prices for the same period increase by more than 25%, the Customer shall provide the Company with further letters of credit from an entity acceptable to the Company in an amount equivalent to the increase in value of the forward purchase. The Customer shall provide such further letters of credit within 10 days of receiving a request for same from the Company

9.2.3 In the event that the Customer fails to provide such further letters of credit within such period of 10 days the Company reserves the right to liquidate any forward gas purchases, by marking to market and any gains/losses arising shall be included in the Customers next monthly gas bill.

10. Safety, Maintenance and Emergencies

10.1 Where the Customer suspects that there is an escape of gas (or that any equipment is damaged and may result in an escape of gas), the Customer shall immediately call the Northern Ireland Gas

Emergency number, 0800 002 001, or other such number as may be notified to the Customer from time to time.

- 10.2 The Company will, in so far as is practicable, take steps to inform the Customer of any change in the above contact details prior to such change becoming effective. In any event, the up to date information in this regard will be displayed on the Company's website www.electricireland.com or on the Customer's invoice.
- 10.3 The customer shall, at all times, use the gas in a proper, safe, and sensible way and in accordance with all relevant health and safety legislation, and shall not do anything which interferes with the supply of gas to the Supply Address or any other connected premises.
- 10.4 The Network Operator is responsible for maintaining and repairing all gas pipes and other apparatus on the Network Operator's side of the Meter. The Customer will notify the Network Operator of any defect in the Equipment or if any alteration or other attention is required.
- 10.5 The Customer must not, and must not permit any other person to, in any way interfere or tamper with, misuse or damage the Equipment. The Customer shall be responsible for any theft or damage to the Equipment and may be liable for criminal or civil proceedings in addition to the costs incurred by the Company or the Network Operator for repairing or replacing the Equipment. Further, damage which compromises the integrity or safety of the Equipment may result in the Supply Address being permanently disconnected from the Network without notice.
- 10.6 The Customer is responsible for maintaining and repairing all gas pipes and other apparatus on the Customer's side of the Meter. The Customer must engage a company that is Gas Safe Registered to undertake any such maintenance or repairs or Conversion Works.
- 10.7 The Customer must allow the Company or the Network Operator or anyone acting on their behalf, safe, unrestricted access to the Supply Address at reasonable times (or any time, in the case of a Network Emergency) to do anything that is required under or in connection with the Agreement (including, without limitation, installing, testing, maintaining or repairing the Equipment; meter reading; disconnecting or reconnecting the supply of gas to the Supply Address; or Siteworks) without charge.
- 10.8 If the Company is given a direction under any relevant legislation or by the Authority or any other regulatory body prohibiting or restricting the supply of gas to specified properties or persons, then, for so long as the direction is in force and so far as it is necessary or expedient for the purposes of, or in connection with, the direction, the Company is entitled to discontinue or restrict the supply of gas to the Supply Address and the Customer shall refrain from using, or restrict its use insofar as possible, of gas immediately on being told by the Company that it should do so.
- 10.9 For as long as any Network Emergency lasts, the Company will be entitled to stop supplying gas to the Supply Address.
- 10.10 The Customer must comply with all requests of the Company or the Network Operator regarding the Natural Gas Connection or any related matters including, without limitation, for the purpose of avoiding or reducing danger to life or property, securing the safe transport of gas through the Network, or undertaking Siteworks, as soon as reasonably practicable.
- 10.11 If the Customer fails to comply with clauses 11.7 or 11.10 and this frustrates or delays payments for the gas used by the Customer, the Company will be entitled to treat this as neglect or refusal to pay under Clause 4 in this Schedule (Schedule 3).
- 10.12 If the Customer plans to commence any construction works at the Supply Address which could reasonably affect the integrity or safety of the Equipment or the Network or the siting of the Meter, the Customer must inform the Company and the Network Operator of such works as soon as reasonably practicable and, in any event, not less than 60 days prior to commencement of the works. Failure to comply with this clause 11.12 may result in the Supply Address being

disconnected from the Network if the Company or Network Operator, upon becoming aware of the works and acting reasonably, determine that the works could present a risk to the integrity or safety of the Equipment or the Network or affect the siting of the Meter. In the event of disconnection, the Supply Address will remain disconnected until the Company or the Network Operator is satisfied that the risk has been resolved or mitigated against. The Customer may be charged for any work undertaken by the Company in connection with this clause 11.12.

10.13 if the Customer if it is given a direction under Section 2(1)(b) of the Energy Act 1976 prohibiting or restricting the supply of gas to specified persons, then, for so long as the direction is in force and so far as is necessary or expedient for the purposes of, or in connection with, the direction:

- (a) the Licensee is entitled to discontinue or restrict the supply of gas to the consumer; and
- (b) the consumer shall refrain from using, or restrict his use, of gas, on being told by the Licensee that he should do so.

11. Interruption of Supply

11.1 This provisions of this clause 12 shall apply only in circumstances where the Company is entitled, in accordance with the Special Conditions, to interrupt the supply of gas to the Customer.

11.2 The Company may at any time require the Customer to interrupt or limit its consumption of gas by giving notice either orally or in writing. Upon receipt of such notice, the Customer shall not take gas in excess of the level notified until such time as it received a further notice from the Company that it may do so. The Company will give the Customer a minimum of 4 hours' notice prior to each period of interruption and resumption of supply.

11.3 The aggregate period in respect of which the supply of gas may be interrupted in any year may not exceed 45 days in Ten Towns (firmus energy distribution Network or SGN) and 60 days in Greater Belfast (Phoenix Natural Gas Network). The Company shall, in its absolute discretion, determine whether or not any period of interruption shall be continuous.

11.4 The Company shall not be liable to the Customer for any loss or damage suffered by the Customer or any third party arising from any period during which supply is interrupted pursuant to Clause 12.

11.5 In the event that the Customer's supply of gas is interrupted to this clause 12 (but, for the avoidance of doubt, not in accordance with any other provision of the Agreement), the Minimum Quantity and Maximum Quantities shall be modified as follows:

$$RMQ = MQ \times ((365 - n) / 365)$$

RMQ = Revised Minimum Quantity / Revised Maximum Quantity (as appropriate)

MQ = Minimum Quantity / Maximum Quantity (as appropriate)

n = Number of days for which the supply of gas is interrupted

12. Deemed Contracts

12.1 This Electricity and Gas Supply Deemed Contract Scheme (the "Scheme") is made pursuant to relevant legislation. It explains the terms and conditions that will apply to a deemed contract, being a contract that, by law, is imposed between parties where no existing contractual relationship exists (a "Deemed Contract").

12.2 The deemed contract scheme can be found on the Company's website www.electricireland.com or can be made available by contacting 0345 600 5335



To discuss any of the above in further detail (including alternative forms of communication) please contact 0345
600 5335