

GAS NETWORKS IRELAND TERMS AND CONDITIONS FOR GAS USERS AT NON DAILY METERED (NDM) OFFTAKE POINTS

- A. Gas Networks Ireland “GNI” has been appointed by the Commission for Energy Regulation as the owner and operator of the GNI Network.
- B. When you enter into a gas supply contract with your gas supplier, you are also accepting these terms and conditions. These terms and conditions are entered into between you and GNI.

TERMS AND CONDITIONS:

1. Interpretation

1.1 Definitions

In these terms and conditions unless the context requires otherwise:

“GNI” or “we” or “us” or “our” means Gas Networks Ireland, a company limited by shares and registered in Ireland under company number 555744 and whose registered office is at Gasworks Road, Cork, Ireland and whose Eircode is T12 RX9.

“GNI Equipment” means equipment or apparatus, including the Meter, gas metering equipment and piping owned or operated by GNI and located on your Premises.

“Code of Operations” means the Code of Operations under which GNI operates the Network as approved by the Commission for Energy Regulation from time to time. A copy of the Code of Operations is freely available on the

GNI website currently at www.gasnetworks.ie.

“Meter” means the natural gas meter installed by GNI for the purpose of measuring the quantity of natural gas used by you at your Premises and includes all related fittings and piping installed therewith and any such meter or meters of any type supplied to you at any time at your Premises.

“Network” means the Gas Transportation System (being the Gas Distribution System and Gas Transmission System, as those terms are defined in the Code of Operations).

“NDM Offtake Point” means an Offtake Point classified as Non Daily Metered (NDM) under the Code of Operations.

“Offtake Point” means a point at which natural gas may be offtaken from the Network.

“your Offtake Point” means the Offtake Point at which your Supplier has agreed to supply you with natural gas under your Supply Contract.

“your Premises” means the premises, facilities, equipment, appliances and other property in respect of which the natural gas offtaken at your Offtake Point is used, or is to be used.

“RGI” means Registered Gas Installer.

“RGI Certificate of Conformance” means a certificate issued by a RGI who has inspected your gas installation.

“Siteworks Charging Booklet” means the document which specifies the GNI charges for siteworks activities as approved by the Commission for Energy Regulation from time to time. A copy of the Siteworks Charging Booklet is freely available on the GNI website currently at www.gasnetworks.ie.

“your Supplier” means the gas supplier with which you have entered into a contract for the supply of natural gas at your Offtake Point from time to time.

“your Supply Contract” means any contract for the supply of natural gas entered into by you with a gas supplier from time to time.

“you” means the person who has entered into a gas supply contract with your Supplier in respect of natural gas to be offtaken at your Offtake Point.

1.2 Construction

Headings are inserted for convenience of reference only and shall not in any way form part of, or affect the construction or interpretation of, these terms and conditions. Use of the singular includes the plural and vice versa. References in these terms and conditions to a document shall be references to such document as

amended or replaced from time to time.

What you can expect from GNI

2. Services

Upon request, GNI will, where relevant to you, provide you with certain services and site works including those listed at (a)-(e) below, subject to the terms and conditions applicable to such services and works from time to time (including any applicable charges from time to time):

- (a) Connection/ siteworks services; including; provision of meter box key; alter service or meter location; cut off service pipe; exchange meter – safety related; lock meter – safety related; and carbon monoxide safety check.
- (b) Response / repair services; including emergency response service; and meter box repair;
- (c) Inspection and technical advice services, including meter verification;
- (d) Repeat signal telemetry; and
- (e) Environmental Protection Agency data provision services

GAS NETWORKS IRELAND TERMS AND CONDITIONS FOR GAS USERS AT NON DAILY METERED (NDM) OFFTAKE POINTS

3. GNI Contact Details 3.1 Emergency Contact Details

GNI will be contactable twenty four (24) hours a day in the event of an emergency. GNI's emergency contact details as at the date of these terms and conditions are set out below, and any changes to these contact details from time to time will be made available on our website

GNI Emergency Contact Information:	
Telephone	20 50 50
LoCall:	

3.2 General Contact Details

You will be able to contact GNI on business days. For a comprehensive range of information regarding GNI, you can visit our website, currently at www.gasnetworks.ie. Contact information will also be available on our website.

3.3 Complaints

You will be able to make a complaint to GNI regarding any service provided by it. Any such complaint will be dealt with in line with the GNI Complaint Handling Procedure which is published on our website, currently at www.gasnetworks.ie.

4. Customer Charter and Vulnerable Customers Code of Practice

4.1 The Customer Charter shall apply to our relationship with you, including where we provide service and works under Clause 2. The Customer Charter can be viewed on our website currently at www.gasnetworks.ie.

4.2 If you are a "vulnerable customer" (as that term is defined in the Vulnerable Customers Code of Practice), the Vulnerable Customers Code of Practice shall also apply to our relationship with you and which can be viewed on our website currently at www.gasnetworks.ie.

5. Metering

5.1 The natural gas supply will be measured by a Meter and GNI Equipment that will be installed by GNI at the request of your Supplier. GNI shall determine the type and size of the Meter to be supplied from time to time, and its location at your Premises.

5.2 The Meter so supplied shall remain the property of GNI and may be removed or disconnected by GNI in the following circumstances:

- (a) under instruction of your Supplier;
- (b) for safety;
- (c) suspected interference reasons;

(d) there is no active supplier at your Premises.

5.3 GNI may estimate the amount of natural gas used at your Premises as a planned estimate or if access cannot be obtained and provide this information to your Supplier.

5.4 Estimation and standard meter reading services are provided by GNI to your Supplier and are set out in these terms and conditions for your information. Clause 9 sets out your obligations to cooperate with GNI to enable it to carry out these metering arrangements.

6. Meter Interference

6.1 If GNI suspects that the Meter has been unlawfully interfered with, GNI or its agents on its behalf may remove the Meter for inspection purposes and replace it with a new Meter.

6.2 If following inspection of the removed Meter it is confirmed that the Meter has been unlawfully interfered with, you must within 28 days from the date of notification of the unlawful interference

a) pay to GNI the cost of replacing the Meter which shall be a sum notified to you by GNI in accordance with the Siteworks Charging Booklet; and;

b) submit a RGI Certificate of Conformance to GNI.

6.3 If you fail to comply with Clause 6.2 within 28 days GNI may disconnect the gas supply to your Premises forthwith.].

6.4 In the event disconnection occurs due to your non-compliance with Clause 6.2 you will be responsible for the cost of re-connection. The gas supply shall not be reconnected until you pay the re-connection fee to GNI in full. The re-connection fee which shall be a sum notified to you by GNI in accordance with the Siteworks Charging Booklet.

6.5 On re-connection of a disconnected gas supply you must submit to GNI a RGI Certificate of Conformance.

6.6 Unlawful Interference with a Meter is a criminal offence under the Energy (Miscellaneous Provisions) Act 1995 as amended by the Energy (Miscellaneous Provisions) Act 2012. Individuals may be prosecuted for unlawful interference and if convicted, face financial penalties in the form of a fine and/or a term of imprisonment.

7. Data Protection Notice

7.1 We may collect and use data relating to you while these terms and

GAS NETWORKS IRELAND TERMS AND CONDITIONS FOR GAS USERS AT NON DAILY METERED (NDM) OFFTAKE POINTS

- conditions continue to apply. This data may be used for health and safety and administration. We may keep your data for a reasonable period after you terminate your Supply Contract but will not keep it for any longer than is necessary. Where you change your Supplier, we may need to pass certain data on to your new Supplier to enable your new Supplier to set up an account for you and provide you with natural gas.
- 7.2 We may disclose your data to third parties who act on GNI's behalf in connection with the activities referred to above. Such third parties are only permitted to use your data as instructed by GNI.
- 7.3 You may speak to our employees (or parties acting on our behalf) by telephone. To ensure that we provide the highest quality service, your telephone conversations may be recorded. We will treat the recorded information as confidential and will only use it for staff training and quality control purposes, confirming your instructions to us or any other purposes mentioned in this Clause.
- 7.4 You have the right to ask for a copy of your personal data (we may charge a small fee for this) and to have incorrect data corrected. If any of your details are incorrect please let us know and we will amend them.
8. **What GNI expects from you**
- 8.1 **Gas Safety and Emergencies**
If you smell gas at your Premises or if there is a gas safety concern, make sure to call our 24 hour Emergency Line 20 50 50.
- 8.2 GNI shall determine when an emergency exists in respect of the Network and/or your Offtake Point. If GNI considers it necessary, we may take steps and give instructions requiring you to take steps (including actions to be taken or not taken as the case may be) to avert and/or reduce the likelihood of, or likely scale of, an emergency or to overcome or contain an emergency and/or restore natural gas supply and normal operation of the Network. You must comply with any such instructions immediately upon receipt of notification from GNI. You must also comply with the instructions of your Supplier, unless those instructions conflict with any instructions given to you by GNI.
9. **Provision of Information**
GNI may request you to provide to GNI any technical and operating information that GNI reasonably requires to enable GNI to carry out its role. You shall provide information within such reasonable timeframe as GNI requests and without charge.
10. **Access**
- 10.1 You must allow GNI safe, full and free access to your Premises without charge:
- (i) at any time if there may be danger to life or property or an emergency, as determined by GNI, or if GNI is entitled to such access under law;
 - (ii) to enable GNI to carry out all activities arising from its role as operator and owner of the Network which include, by way of example only, the installation, maintenance, changing, testing, removal, replacement, disconnection or reading of any of the GNI Equipment; and
 - (iii) to allow GNI to take steps to cease to make natural gas available for offtake by your Supplier at your Offtake Point in any circumstances where GNI is entitled or required to do so under the arrangements between GNI and your Supplier or under legal requirements; and
 - (iv) grant GNI or procure the grant to GNI free of charge all such consents, wayleaves and interests necessary to allow GNI safe, full and free access to your Premises for the purposes outlined above.
- 10.2 You must not:
- (a) damage or interfere with or alter, or permit any damage to or interference with or alteration of, the Meter or other GNI Equipment, whether for repairs or for any other purpose whatsoever, without GNI's consent;
 - (a) permit any person other than a person authorised by GNI to work on, alter or remove any of the GNI Equipment; or
 - (b) alter or to make any change to your Offtake Point or to use or permit the use of your Offtake Point to supply other premises; or
 - (c) use the supply to your Premises or connect equipment or do or fail to do anything such that you cause damage to the Network or interfere with supply to other customers or which in GNI's reasonable opinion is likely to do so.
- 10.3 GNI shall have the right to gain access to any part of your Premises necessary for the purposes of removing, disconnecting and/or maintaining the GNI Equipment and this Clause 9 shall survive after the balance of these terms and conditions have ceased to apply until the GNI Equipment has been removed.
- 10.4 If we are unable to access the Meter for the purpose of Meter reading, you may submit a Meter read to GNI or to your Supplier in the manner set out in your Supply

GAS NETWORKS IRELAND TERMS AND CONDITIONS FOR GAS USERS AT NON DAILY METERED (NDM) OFFTAKE POINTS

Contract (or as notified to you by your Supplier from time to time).

to accept and comply with these terms and conditions; and

directions and notices but do not oblige GNI to do so.

remedies or obligations which may have arisen under these terms and conditions.

11. Operation of the Network

11.1 You are responsible for the safety of the Meter and for all gas connections and facilities on your Premises. In the event that your Premises become unsafe, you must immediately notify GNI using the GNI emergency number (in accordance with Clause 3.1).

11.2 You must not interfere with your Meter or any equipment or pipework which has been installed by GNI.

11.3 You must comply with any instructions which GNI gives to you in our role as agent of the operator of the Network.

11.4 Please note that your Premises includes all facilities, equipment, appliances and other property in respect of which natural gas offtaken at your Offtake Point is used or to be used.

12. Warranty

You warrant, with effect from your acceptance of these terms and conditions, and for so long as these terms and conditions continue to apply that:

(a) you have, and will continue to have, control of the operation of your Premises and the power and authority

(b) your Premises are and will be maintained so as to be technically and operationally compatible with the Network.

General

13. Limits of Terms and Conditions

13.1 Your acceptance of these terms and conditions does not:

(a) require or entitle you to remain connected to or to offtake natural gas from the Network; or

(b) require GNI to make natural gas available for offtake at your Offtake Point (whether at any particular pressure or specification or otherwise) and GNI will not be liable to you for any unavailability of natural gas (whether at any particular pressure or specification or otherwise) for offtake at your Offtake Point; or

(c) affect or prejudice the application of GNI's arrangements with your Supplier.

13.2 These terms and conditions confer certain rights on GNI to give you

14. Duration

14.1 These terms and conditions take effect from the first date on which you enter into a gas supply contract with a gas supplier in respect of your Offtake Point.

14.2 These terms and conditions will cease to apply in the following circumstances:

(a) if there ceases to be a Meter or other GNI Equipment fitted on your Premises and natural gas is no longer capable of being offtaken at your Premises; or

(b) if you no longer own or occupy your Premises; or

(c) if your Offtake Point ceases to be classified as a NDM Offtake Point.

14.3 Without prejudice to Clause 13.2, GNI can cease to make natural gas available for offtake at your Offtake Point if you fail to comply in any material respect with these terms and conditions. This entitlement shall be in addition to any other entitlement or obligation GNI may have to cease to make natural gas available for offtake at your Offtake Point under its arrangements with your Supplier or under legal requirements.

14.4 The cessation of these terms and conditions will not affect any rights,

15. Liabilities

GNI will not be liable to you under these terms and conditions for any loss or damage (including any consequential or economic loss or damage) whether it arises because of a breach of these terms and conditions or a breach of the general law, including the law of negligence or otherwise, save only to the extent that you are entitled to recover compensation for such under loss under the general law in relation to death or personal injury.

16. Amendments

These terms and conditions will be changed automatically to adopt any changes in the law or any regulatory requirement. GNI will publish any such changes on the GNI website.

17. Governing Law

These terms and conditions will be governed by Irish law and the Courts of the Republic of Ireland shall have exclusive jurisdiction in any dispute that may arise under these terms and conditions.