

INTRODUCTION

- A. Gas Networks Ireland has been appointed by the Commission for Regulation of Utilities as the owner and operator of the Network (as defined below).
- B. The gas that is supplied to your Premises is conveyed using the Network. In order for gas to be supplied to your Premises, there must be a contract between you and your Supplier (as defined below) and an agreement with GNI to maintain your connection to the Network.

TERMS AND CONDITIONS:

1. Interpretation

1.1 Definitions

In these Terms unless the context requires otherwise:

“**GNI**” or “**we**” or “**us**” or “**our**” means Gas Networks Ireland, a designated activity company 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 Regulation of Utilities from time to time. A copy of the Code of Operations is freely available

on the GNI website at: [Code of Operations](#)

“**Meter**” means the gas meter installed by GNI for the purpose of measuring the quantity of 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 gas may be offtaken from the Network.

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

“**your Premises**” means the premises, facilities, equipment, appliances and other property in respect of which the 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 an 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 Regulation of Utilities from time-to-time. A copy of the Siteworks Charging Booklet is freely available on the GNI

website at [Siteworks Charging Document](#)

“**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.

“**Supply Contract**” means any contract for the supply of 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 gas to be offtaken at your Offtake Point.

“**Terms**” means these terms and conditions for gas users at non-daily metered offtake points.

Construction

1.2 You agree that by entering into your Supply Contract with your Supplier, you are also entering into these Terms with GNI and that these Terms shall be ancillary to your principal Supply Contract with your Supplier.

1.3 These Terms set out your rights and duties relating to your connection to the Network and for the duration of these Terms, you agree to comply with these Terms at all times.

1.4 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. Use of the singular includes the plural and vice versa. References in these Terms to a document shall be references to such document as amended or replaced from time-to-time.

2. Services

2.1 Under these Terms, GNI shall make gas available for offtake at your Premises in accordance with the instructions from your Supplier and in accordance with your Supply Contract.

2.2 We shall comply with our legal obligation to supply the services under these Terms in conformity with the terms and conditions set out in these Terms.

2.3 GNI may cease to make gas available for offtake at your Offtake Point in accordance with these Terms, applicable law, where we are required to do so under a contract with your Supplier, or because of gas industry arrangements under which we operate.

2.4 We do not guarantee that we will make gas available through the Network at all times.

2.5 In addition to the service set out in clause 2.1, upon request, GNI can provide certain services and siteworks which will be subject to the terms and conditions applicable to such services and works (including any applicable charges). These services and siteworks are detailed in the Siteworks Charging Booklet.

3. Cancellation Right

3.1 Should you exercise your right of cancellation in accordance with the terms of your Supply Contract, these Terms shall terminate automatically upon the termination of your Supply Contract.

4. GNI Contact Details

4.1 Emergency Contact Details

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

GNI Emergency Contact Information	
Telephone LoCall:	1800 20 50 50

4.2 General Contact Details

For a comprehensive range of information regarding GNI, you can visit our website, currently at www.gasnetworks.ie.

For general customer and gas network enquiries:

Address: Gas Networks Ireland, Gasworks Road, Cork, Ireland, T12 RX9

Email: networksinfo@gasnetworks.ie

Phone: 1800 464 464

Phone from overseas: +353 66 7107334

Phone lines open Mon-Fri 08:00 – 20:00 & Sat 09:00 – 17.30

4.3 Complaints

You will be able to make a complaint to GNI regarding any service provided by us. Any such complaint will be dealt with in line with the GNI Complaint Handling Procedure which is published on our website at [Complaints Handling Procedure](#).

5. Customer Charter and Vulnerable Customers Code of Practice

5.1 The Customer Charter shall apply to our relationship with you, including where we provide the services detailed in clause 2. The Customer Charter can be viewed on our website currently at [Customer Care Charter](#).

5.2 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 [Vulnerable Customer Guide](#). You need to apply to your Supplier directly if you wish to apply to be added or removed to the Special Services Register as a "vulnerable customer". Further information is available on our website at [Vulnerable Customers](#).

6. GNI services on behalf of your Supplier

6.1 GNI carries out a number of services on behalf of your Supplier as detailed below in clause 7. These services do not form part of the services to be provided by GNI to you under these Terms. Details of these services are provided for your information only and if you have any issues with these services you are required to raise these with your Supplier.

7. Metering

7.1 The gas supply to your Premises 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.

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

- (a) under instruction of your Supplier;
- (b) for safety reasons;
- (c) where there is suspicion of interference with the Meter or for any other reason in accordance with clause 8; and / or
- (d) there is no active supplier at your Premises.

7.3 GNI may estimate the amount of gas used at your Premises as a planned estimate if access to your Premises cannot be obtained and provide this information to your Supplier. An example of how GNI may estimate the amount gas used at your Premises is available for your information at [Customer Care FAQ](#).

7.4 Estimation and standard meter reading services are provided by GNI to your Supplier. Clauses 11 and 12 sets out your obligations to fully cooperate with GNI to enable us to carry out these metering arrangements.

8. Meter Interference

8.1 GNI, or its agents on its behalf, may at any time and from time-to-time, remove GNI Equipment (which includes the Meter) for inspection purposes on the basis of (i) suspicion of interference or (ii) for any other reason and replace it with new GNI Equipment.

8.2 If following inspection by GNI of the removed GNI Equipment (whether removed on the basis of (i) suspicion of interference or (ii) for any other reason) it is confirmed by GNI acting in its role as operator and owner of the Network that the GNI Equipment 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 the replacement GNI Equipment which shall be a sum notified to you by GNI in accordance with the Siteworks Charging Booklet; and;
- (b) submit an RGI Certificate of Conformance to GNI.

8.3 If you fail to comply with clause 8.2 within 28 days, GNI may disconnect the GNI Equipment and/or gas supply to your Premises.

8.4 The GNI Equipment and/or gas supply shall not be reconnected until you pay the reconnection fee to GNI in full. The reconnection fee shall be a sum notified to you by GNI in accordance with the Siteworks Charging Booklet.

8.5 On reconnection of a disconnected gas supply, you must submit to GNI an RGI Certificate of Conformance.

- 8.6 In the case of meter interference, GNI may estimate the amount of natural gas used but not recorded at your Premises and provide this information to your Supplier.
- 8.7 Unlawful interference with GNI Equipment 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 in addition to incurring legal costs.
- 9. Data Protection Notice**
- 9.1 We will collect and process personal data relating to you in accordance with GNI's [Privacy Policy](#). The personal data, purposes and legal basis for processing same is detailed in the Privacy Policy.
- 9.2 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 may use it for staff training and quality control purposes, confirming your instructions to us or any other purposes mentioned in with GNI's [Privacy Policy](#).
- 9.3 Our contact details are contained in the [Privacy Policy](#). If you have any questions, please contact us at dataprotection@gasnetworks.ie.
- 10. What GNI expects from you**
- 10.1 [Gas Safety and Emergencies – if you smell gas at your Premises or if there is a gas safety concern, call our 24-hour Emergency Line 1800 20 50 50.](#)
- 10.2 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 / or 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 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.
- 11. Provision of Information**
- 11.1 GNI may request you to provide to GNI any technical and / or operating information that GNI may reasonably require to enable GNI to carry out its obligations under these Terms, the terms of your Supply Contract and/or to comply with its obligations under applicable law. You shall provide such information including, but not limited to, the expected load and the pressure required by your Supplier, within such reasonable timeframe as GNI may request and without charge to GNI.
- 12. Access**
- 12.1 You must ensure that GNI (and its employees, agents and sub-contractors and/or invitees) have safe, full, unobstructed and free access to your Premises without charge:
- (a) 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;
- (b) 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
- (c) to allow GNI to take steps to cease to make 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.
- 12.2 You must grant GNI or procure the grant to GNI free of charge all such consents, wayleaves and interests necessary to allow GNI (and its employees, agents and sub-contractors and/or invitees) safe, full and free access to your Premises for the purposes outlined above.
- 12.3 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 12 shall survive after these Terms have ceased
- 12.4 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 Contract (or as notified to you by your Supplier from time to time). Meter readings may be submitted via the details which can be found on our website [Submit Meter Reading](#).
- 13. Operation of the Network**
- 13.1 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 and / or the Meter becomes unsafe, you must immediately notify GNI using the GNI emergency number as set out in clause 4.1.
- 13.2 **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; or
- (b) permit any person other than a person authorised by GNI to work on, alter or remove any of the GNI Equipment; or
- (c) 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
- (d) do anything which may cause damage to the Network or interfere with supply to other

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FOR GAS USERS AT NON-DAILY METERED (NDM) OFFTAKE POINTS**

	customers or which in GNI's reasonable opinion is likely to do so; or						
	(e) fail to take any steps instructed by GNI for you to take which GNI is of the reasonable opinion are required in order to prevent any damage to the Network or any interference with the supply to other customers.		Offtake Point (whether at any particular pressure or specification or otherwise) and GNI will not be liable to you for any unavailability of gas (whether at any particular pressure or specification or otherwise) for offtake at your Offtake Point; or	16.3	Where you no longer occupy the Premises, it shall be your responsibility to terminate these Terms in accordance with clause 16.1 on or before you cease to occupy the Premises. Where you no longer occupy the Premises but fail to terminate these Terms, GNI reserves the right to deem that these Terms have been terminated with effect from the date that it understands that you ceased to occupy the Premises or such later date that GNI deems appropriate in the relevant circumstances.		(c) you shall pay to GNI all sums then due and payable or accrued under these Terms and any reasonable costs incurred by GNI in removing the GNI Equipment (or any part of it).
14. Warranty			(c) affect or prejudice the application of GNI's arrangements with your Supplier.			16.6	The termination of these Terms will not affect any rights, remedies or obligations which may have accrued under these Terms prior to such termination or any provisions of these Terms that are expressly or by implication intended to survive termination.
14.1	You warrant, with effect from your acceptance of these Terms, and for so long as these Terms continue to apply that:	15.2	These Terms confer certain rights on GNI to give you directions and notices but do not oblige GNI to do so.	16.4	Subject to GNI's obligations under applicable laws and without prejudice to clause 16.2, GNI may terminate these Terms by giving notice of such termination to you where you fail to materially comply with your obligations under these Terms and where such failure to comply is capable of remedy, you do not remedy the failure to comply to the reasonable satisfaction of GNI within 30 days of receiving written notice from GNI of such failure and requiring the failure to be remedied. This entitlement shall be in addition to any other entitlement or obligation GNI may have to cease to make gas available for offtake at your Offtake Point under its arrangements with your Supplier or under legal requirements.		
	(a) you have, and will continue to have, control of the operation of your Premises and the power and authority to accept and comply with these Terms; and	16. Term and Termination				17. Liabilities	
	(b) your Premises are and will be maintained so as to be technically and operationally compatible with the Network.	16.1	These Terms take effect from the first date on which you enter into a Supply Contract with your Supplier in respect of your Offtake Point. If you wish to terminate these Terms, you must terminate your contract with your Supplier and these Terms will automatically terminate in accordance with clause 16.2(c) below.			17.1	Nothing in this clause 17 affects any rights you may have under consumer law, including but not limited to those relating to non-conforming services.
General		16.2	These Terms will automatically terminate in the following circumstances:			17.2	If GNI fail to comply with any term of this agreement, or are negligent, you may, as a consumer, be entitled under applicable law to recover compensation from us for any loss you have suffered. Subject to these laws, we will not be required to compensate you for any loss caused by anything beyond our reasonable control, any indirect or consequential loss, or any direct or indirect economic or financial loss or damage (including wasted expenses or any loss of revenue, profit, or interest, any loss of business, commercial, market, or economic opportunity, or any loss of contract or goodwill).
15. Limits of Terms			(a) if there ceases to be a Meter or other GNI Equipment fitted on your Premises and gas is no longer capable of being offtaken at your Premises; or	16.5	Upon termination of these Terms:		
15.1	Your acceptance of these Terms does not:		(b) if your Offtake Point ceases to be classified as a NDM Offtake Point; or		(a) your rights and obligations under these Terms shall end and GNI may cease to make gas available for offtake at your Offtake Point;		
	(a) require or entitle you to remain connected to, or to offtake gas from, the Network; or		(c) when your Supply Contract expires and/or terminates.		(b) you shall allow GNI, at its sole discretion, to enter your Premises to remove GNI Equipment (or any part of it); and	17.3	Nothing in this clause 17 shall limit our liability for death or personal injury resulting from our negligence, or in relation to fraudulent misrepresentation.
	(b) require GNI to make gas available for offtake at your						

- 17.4 Where you enter into these Terms for purposes that wholly or mainly relate to your trade, business, craft or profession, the following provisions shall, to the maximum extent permitted by applicable law apply:
- (a) GNI and its affiliates will not be liable under these Terms for indirect, special, incidental, consequential, exemplary or punitive damages or loss of use, data, business, revenues or profits, in each case whether direct or indirect, howsoever caused; and
- (b) GNI makes no warranties, guarantees or representations in respect of any services carried out under these Terms whether express or implied, statutory or otherwise and to the extent permitted under applicable law, GNI disclaims all warranties implied under applicable law.
- 18. Force Majeure**
- 18.1 GNI will not be responsible for any loss or damage sustained by you in respect of any failure to comply with our obligations under these Terms due to industrial action, civil unrest, epidemic, pandemic or other outbreak of disease, instructions from the Government, an emergency services organisation or any other competent authority, breaks or defects in mains, or any other reasonable cause outside our control.
- 19. Waiver**
- 19.1 None of the clauses shall be considered waived by GNI unless such waiver is given in writing. No delay or omission by GNI in exercising any right under these Terms shall operate to impair such right or be construed as a waiver thereof. Any single or partial exercise of any right shall not preclude any other future exercise thereof or the exercise of any other right.
- 20. Severance**
- 20.1 If any court of competent jurisdiction or any competent authority determines that any provision of these Terms is invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected by that determination.
- 21. Assignment**
- 21.1 We may assign or transfer any or all of our rights and/or obligations under these Terms without your prior written approval provided that we ensure that any such assignment or transfer does not lessen your rights under these Terms.
- 21.2 You may not assign these Terms without our prior written consent which shall not be unreasonably withheld.
- 22. Amendments**
- 22.1 We may update these Terms from time-to-time for any of the following reasons:
- 22.1.1 to accurately reflect our services or for any other business reason;
- 22.1.2 to comply with applicable law; and / or
- 22.1.3 to ensure consistency and alignment with your Supply Contract.
- 22.2 The updated version of these Terms will be posted on our website, www.gasnetworks.ie. Upon the posting of such updated Terms on our website, they shall immediately become effective and binding for gas users at non-daily metered offtake points in place of and to the exclusion of any previous versions of the Terms.
- 23. Governing Law**
- 23.1 These Terms 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.