SSE Atricticy Gas Supply (NI) Limited Terms and Conditions

General Terms and Conditions for the supply of gas by SSE Atricticy Gas Supply (Northern Ireland) Limited to premises consuming up to 732,000 kilowatt hours in Northern Ireland applicable from 15 June 2018.

SSE Atricticy is a trading name of SSE Atricticy Gas Supply Limited which is a member of the SSE Group. The registered office of SSE Atricticy Gas Supply Limited is 3rd Floor, Millennium House, 19-25 Great Victoria Street, Belfast Northern Ireland BT2 7AQ Registered in Northern Ireland No. N1932810.

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 Atricticy Standard Terms and Conditions” as 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 of 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 to which has been accepted by Us.

“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 or 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 www.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 constitute a significant risk to the safety of the System or any part of the System; and/or the costs of installation and/or connection of a new Meter or Equipment; and/or 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; and/or
(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 Natural Gas Limited, Firmus Energy, SGN Natural Gas, or its successor or assigns 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 Atricticy Gas Supply Limited;

“Pass Through Charges”: means all third party levies, costs, charges, 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 www.airtricitygasni.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 www.uregini.gov.uk) or any other competent body or authority.
“We” and “Us”: SSE Airticity Gas Supply (NI) Limited (trading as SSE Airticity Gas Supply Limited (NI) and/or Our permitted successors and assignees).

“You”: You, the customer with whom We have 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. Your Agreement and Our Responsibilities
1.1 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 supplies to Us is successfully completed.

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 or are in receipt of any assistance, please contact Us to discuss Your specific needs.

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 secure 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 supplies to Us is successfully completed.

2.2 We may refuse to supply You under this Agreement or require You to stop using Your Supply where:
   (i) An Agreement to supply the Supply Address already exists;
   (ii) Your existing Gas supplier, where applicable, prevents Us from supplying You;
   (iii) 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;
   (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 Department 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 P A Y G option or a security deposit; or
   (i) You have not provided, to our satisfaction, proof of Your identity.

2.3 We may refuse to supply You under this Agreement upon. If more than one person enters into this Agreement or deemed this Agreement relevant, We may refuse to supply You where:
   (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 supplies to Us is successfully completed.

2.4 You shall allow the Meter Provider, 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, remove, disconnect and reconnect Equipment for any purpose under this Agreement.

2.5 Should you not allow the Meter Provider, 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 readings 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.

2.7 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.

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 may be 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 an elevated pressure may be withdrawn by Us on providing a minimum of 3 months notice to You.

Change of Supplier

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.

Switching to SSE Airticity Gas Supply (NI) Ltd is subject to a successful credit check. We may share the information We have about You with the required 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.

As the owner or tenant of the property, You confirm that You have the authority to switch Your gas supply to SSE Airticity Gas Supply (NI) Ltd, and You give SSE Airticity Gas Supply (NI) Ltd permission to terminate Your natural gas supply contract with Your current supplier.

You give authorisation for SSE Airticity Gas Supply (NI) Ltd to request relevant details about Your Supply Address from the Network Operator.

Switching to SSE Airticity 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.

4.2 SSE Airtricity Gas Supply (NI) Ltd are responsible for reading the meter at the Supply 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. Statements which set out separately the reading for a bill, You can access Our website or contact Our Customer Service Department 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 corrected, or that 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 www.airtricitygasni.com or request from Our Customer Service Department in accordance with clause 19. We will send You regular bills 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 5% 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;
(d) any third party costs that We incur in recovering or collecting the late payment.

5. Security Deposit

5.1 If You request a visit to the Address to check the Equipment You might be charged for this.

6. Charges

6.1 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 www.airtricitygasni.com or it can be obtained by contacting Our Customer Service Department in accordance with clause 19.

6.2 SSE Airtricity Gas Supply (NI) Ltd are responsible for reading the meter at the Supply 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. Statements which set out separately the reading for a bill, You can access Our website or contact Our Customer Service Department 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 corrected, or that 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).

6.3 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 www.airtricitygasni.com or request from Our Customer Service Department in accordance with clause 19. We will send You regular bills 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.

6.4 If any payments are late We may charge You (i) interest (payable on overdue payments at the rate of 5% 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;
(d) any third party costs that We incur in recovering or collecting the late payment.

6.5 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 pay by direct debit and We receive a direct debit instruction or We 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.

6.6 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.

6.7 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.

6.8 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 Department in accordance with clause 19.

6.9 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.

6.10 If You choose a payment option which is incompatible with Your existing gas meter, You should contact Our Customer Service Department in accordance with clause 19 to arrange for Your meter to be replaced. You may be liable for any charges incurred.

6.11 If You request a visit to the Address to check the Equipment You might be charged for this.

6.12 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 www.airtricitygasni.com or it can be obtained by contacting Our Customer Service Department in accordance with clause 19.

6.13 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.

6.14 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.

6.15 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.

6.16 Security Deposit

6.17 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 do not meet Our credit criteria;
(b) You fail to pay or are late in paying any amount due to Us;
(c) You have a credit balance with Us; or
(d) You have been charged for gas on a meter and the meter has not been set to zero.

6.18 You have the right to request a security deposit from Us at any time. You will be required to pay a security deposit of a sum equal to the likely consumption of gas for supplying, in line with Our licence requirements. During the term of supply We may request a security deposit from You if:

(a) You do not meet Our credit criteria;
(b) You fail to pay or are late in paying any amount due to Us;
(c) You have a credit balance with Us; or
(d) You have been charged for gas on a meter and the meter has not been set to zero.

6.19 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 do not meet Our credit criteria;
(b) You fail to pay or are late in paying any amount due to Us;
(c) You have a credit balance with Us; or
(d) You have been charged for gas on a meter and the meter has not been set to zero.
6.7 If You are repaying a debt to Us by direct debit. If You do not 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.

6.2 You can request that Your meter is replaced (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.

6.3 If You use a PAYG meter it is Your responsibility for any charges incurred.

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 www.airtricitygasni.com or on request from Our Customer Service Department (see clause 18).

7.1 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.

7.2 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.

7.3 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.

7.4 We adopt procedures, which aim to avoid disconnecting Your Supply 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 www.airtricitygasni.com or on request from Our Customer Service Department in accordance with clause 19. You should use to make payments under this Agreement and You do not use this specified method.

7.5 If You have ended this Agreement and You do not use this specified method, We shall not be liable for the quality and continuity of Your gas supply which are outside Our reasonable control.

7.6 If You have ended this Agreement and You do not use this specified method, You are 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.

7.7 The supply of Gas at any Supply Point may be discontinued (a) on the day requested by You, provided that: (i) on the day of termination, either another supplier has agreed to supply gas to the Supply Point or the Supply Point has been disconnected; and (ii) If We agree (where permitted) that no monies remain outstanding from You of 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.

7.8 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.

8.1 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 Your 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.

Assignment and Contact Details

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 Department 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 www.airtricitygasni.com or it can be obtained by contacting Our Customer Service Department 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 registered office 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 Airticity 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 www.airtricitygasni.com or it can be obtained by contacting Our Customer Service Department 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 refer to the 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 that 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(s):

(a) from a previous supplier to Us;

(b) by Us to a subsequent supplier; and

(c) to/from the Regulator, the Network Operator and/or the Meter Provider as per Our licence obligations.
SSE Airtricity Gas Supply (NI) Limited Terms and Conditions

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.

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 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.

16.3 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.

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 www.airtricitygasni.com or You may contact Our Customer Service Department 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 elderly, disabled 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 www.airtricitygasni.com or You can contact Our Customer Service Department 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, the Consumer Council, which is an independent body, may be able to help and give You further advice. Please call them at 028 9025 1600 or 0800 121 6022, or contact contact@consumercouncil.org.uk or write to The Consumer Council of Northern Ireland, Seafield House, 28-32 Alfred Street, Belfast, BT2 8EN.

18.4 Our Codes set out information on the efficient use of Gas. For more information on how You can use gas efficiently to save even more money and help the environment, Domestic Customers can contact Bryson Energy on 0800 1422 865 or online at www.brysonenergy.org and Non-Domestic customers can contact Carbon Trust on 028 90734394 or online at www.carbontrust.com.

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 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”. To obtain copies of Our Codes of Practice please contact Our Customer Service Department in accordance with clause 19 or visit Our website at www.airtricitygasni.com.

19. Customer Service Department Contact Details

19.1 Our Customer Service Department may be contacted: (a) In writing: SSE Airtricity Gas Supply (NI) Limited 3rd Floor, further north House, 19-25 Great Victoria Street, Belfast, Northern Ireland, BT2 7AQ. (b) By telephone: 0345 900 5253 (c) By fax: 028 9033 9010 (d) By email: info@airtricitygasni.com

Please note, We will only deal with the named account holder for data protection purposes.