



A Bright Alternative

## Terms and Conditions of Gas Supply

### For Domestic Customers of LCC Group Limited t/a Go Power

Please note that as a domestic customer of Go Power you are bound by the following terms and conditions. We ask that you closely review clause 22 (Data Protection) which describes the way in which we may use your personal data to send you information about our products and services and those of carefully selected third parties (whose products and services may be unrelated to ours) which we feel may be of interest to you. This information may be sent:

- (a) by non- electronic means, including by post, live telephone calls or where we visit your premises; and
- (b) by electronic means, including by email, SMS (texts) or multimedia messaging, smart phone applications, pre-recorded telephone messages or through your smart meter, only where we have your consent or where we are otherwise permitted by law to do so.

You may at any time tell us that you do not wish to receive marketing information from us by writing to us. Please provide your account number (if applicable), name, address, postcode and email address (if applicable) in any such request.

**By entering into this Agreement, you agree to your information being used and disclosed in accordance with the terms of this Agreement (including clause 22 on data Protection).**

#### 1. Scope of Agreement

(1.1) This document sets out the terms and conditions for the supply of gas by LCC Group Limited t/a Go Power, a company having its registered office at 16 Churchtown Road, Cookstown BT80 9XD ("**Go Power/ we/ us**") to a person ("**you**") and for the payment for such gas by to us. These terms and conditions together with the tariff that applies to your supply form the legally binding contract ("**Agreement**") between you and us.

(1.2) These terms and conditions, as amended from time to time (the "**General Terms and Conditions**") are applicable to and deemed incorporated into the Gas Supply Contract ("**Contract**") between LCC Group Limited T/A Go Power, as applicable, and a company, entity or party requesting a supply of Gas (the "**Customer**"), (together the "**Parties**").

(1.3) this agreement is for use if you are a Domestic Customer (as defined in the Gas Supply License granted to us). In general, you will be a Domestic Customer if you are taking gas wholly or mainly for a domestic purpose. This agreement is limited to premises consuming up to 732,000 kilowatt hours/year in Northern Ireland. This includes but is not limited to the use of gas in the following types of premises:

- (a) a house
- (b) flat or other self- contained dwelling;

- (c) certain types of residential accommodation such as a children's home, hospice or care home
- (d) a caravan or houseboat; or
- (e) self-catering accommodation

(1.4) If you are unsure whether you are a Domestic Customer, or if you are taking gas for other purposes, please contact us for more information about terms and conditions applicable for your supply. By entering into this Agreement you agree that you are a Domestic Customer. If you cease to be a Domestic Customer you agree to inform us within 7 days of the change taking place.

(1.5) if you are elderly or have a disability, or depend in life saving electrical equipment, we may have special services applicable to you. These are set out in a Code of Practice (see section 16 for further details).

(1.6) these general terms and conditions shall also apply to customers who are supplied gas to premises using up to 732,000 kilowatt hours/year in Northern Ireland under a Deemed Contract and therefore as part of our deemed contract scheme.

(1.7) as your supplier, we arrange for delivery of gas to your premises. Phoenix Natural Gas, Firmus Gas and or SGN Limited (the "**Network Operator**") is responsible for the quality and continuity of your supply and you have a separate contract with them. Please refer to section 24 below for more information about the role of the Network Operator.

(1.8) this agreement is personal to you and you may only transfer it to someone else with our written agreement

- **Cooling Off Period**

Unless the Contract is a Deemed Contract, you may cancel the Contract by the Standard Cancellation Date by:-

- (i) Sending us an e-mail to [gasservices@gopower.gas](mailto:gasservices@gopower.gas);
- (ii) Contacting us by telephone on 028 8676 0600;
- (iii) Writing to us at 16 Churchtown Road, Cookstown BT80 9XD to let us know; or
- (iv) Where we have provided you with a cancellation form, completing and returning Either by e-mail or post, a completed cancellation form to us.

If we currently supply the Property with gas and you do choose to cancel, we will continue to supply and bill you for your gas usage under our Deemed Contract provisions until you arrange for a new supplier to supply the Property.

## **2. Provision of Information**

(2.1) if you are a new customer, you acknowledge and agree that Go Power has prior to entering into this Agreement:

- (a) explained and drawn your attention to the Principal Terms of this Agreement;
- (b) Informed you of the Gas Energy Consumer Checklist and where you can obtain a copy, and that you may request a copy from Go Power free of charge. Go To [www.gopower.co.uk](http://www.gopower.co.uk) or call the Go Power customer service team and they will be able to instruct you on how to obtain a copy; and
- (c) given you a written copy of this Agreement, by the issue of the "Welcome Pack" from Go Power
- (d) give you a written copy of the full terms and conditions of the Contract, including without limitation all the information referred to in section 7

## **3. When the Agreement applies and when it starts**

(3.1) This Agreement applies if;

- (a) You have chosen Go Power to be your gas supplier. The Agreement starts from the date you agreed in writing or as the start date as per agreement by phone.
- (c) This Agreement shall commence on the date of execution by both parties and shall continue until the Termination Date.
- (d) Unless otherwise agreed by the parties, LCC Group Limited T/A Go Power shall supply or procure the supply of Gas to the Customer at the Supply Point during the Supply Period and the Customer shall take delivery of such Gas at the Supply Point and pay for such Gas.
- (e) LCC Group Limited T/A Go Power shall not be obliged to supply Gas to the Customer prior to the Supply Period Start Date or the earliest date the Supply Point is confirmed as registered to LCC Group Limited T/A Go Power by the relevant Network Operator. The Customer shall be liable for and shall hold LCC Group Limited T/A Go Power harmless in respect of any and all Gas usage by the Customer prior to the Supply Period Start Date, irrespective of the reason or reasons that the Supply Period Start Date has failed to occur and whether such failure was the fault of the Customer, LCC Group Limited T/A Go Power, a third party or otherwise.

#### **4. Terms of Gas Supply**

(4.1) Where your premises is, at the date of this Agreement, connected to the gas Distribution System operated by the Network Operator we will start supplying gas to your premises no later than 15 working days after the Relevant Date given:

- (a) We are authorised under our supply license;
- (b) We have agreed to enter into a contract and accepted you as a customer under this agreement
- (c) The transfer of your gas supply(ies) to us is/are successfully completed

(4.2) under this agreement we may refuse to supply you or require you to stop using your supply if:

- (a) a third party supplier that is registered for the premises objects to the transfer of your premises to Go Power; or
- (b) there are circumstances beyond our control which prevent us from starting to supply by that date
- (c) you are in breach of any conditions of this agreement
- (d) We believe that supply might result in danger to life and/or property including as result of meter tampering or other interference with the supply or equipment.
- (e) An agreement to supply the supply address already exist
- (f) You have refused our payment terms which might include a PAYG option or a security deposit
- (g) Your proof of identity is not satisfactory to us
- (h) We have disconnected your supply and there is no obligation on Go Power to resume supply
- (i) Metering arrangements and/or equipment provided are unacceptable to us.

(4.3) The Equipment, inclusive of your meter is owned and serviced by the Meter Provider. Go Power are not liable for any damage caused by the meter provider in connection with attending your premises to service the equipment. You should contact the Meter Provider in these circumstances and you must also agree to pay for any equipment charges.

(4.4) you shall allow the meter provider or any representative appointed by us, access to the supply address, at all reasonable times and at any time during an emergency. This is so they can inspect, install, service, remove, connect or disconnect equipment under this agreement.

(4.5) Meter readers must have access to read your meter. The meter must be in a safe, secure and weatherproof position. If you believe your meter position does not conform to these conditions, you must agree a suitable position with the Meter Provider and make arrangements with the Meter Provider to be moved. It is your responsibility to inform us immediately if the equipment is damaged or interfered with as you might be liable for any charges incurred. It is your responsibility to ensure the equipment is protected, in safe condition, not damaged, stolen or subject to Meter Tampering or otherwise interfered by you or any other person whether deliberately or accidentally and whether with or without consent and/or knowledge

(4.6) you are responsible for any pipes and appliances on your side of the meter and ensure all equipment is kept in safe condition. You are responsible to ensure that any person you employ to carry out work in relation to your side of the meter is Gas Safe qualified or a member of a body approved to carry out such work. We are not responsible or give any warranty as to the adequacy and safety of any gas pipes, appliances or devices used in connection with the supply and use of Gas on Your Side of the Meter

(4.7) if anyone else at the Address uses the gas supplied to the Supply Address, you are responsible for their use of the gas and for paying any charges incurred. 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.

## **5. Change of supplier**

(5.1) if your supply is taken over by us, you shall:

- (a) Allow us to query any information relating to your previous gas supply and disclose this to all relevant parties in order to carry out our responsibilities
- (b) You must provide us with an Opening Read for the Start Date or allow us to obtain an actual meter reading at the address.

(5.2) switching to us is subject to a credit check. In order to successfully transfer your gas supply we might need to share information and obtain information from your current supplier to establish details of any debt in your account.

(5.3) as the occupier or owner of the property, you confirm you have the authority to switch your gas supply to us and you give us consent to finish your natural gas supply contract with your current supplier.

(5.4) you give us authorisation to request all relevant information about your supply from the Network Operator.

## **6. Variations of the Agreement**

(6.1) we may change the terms of this Agreement at any time. If you do not accept the changes, you may terminate this Agreement as described in section 7 (Ending this Agreement) below. We will publicise details of these changes in advance.

## **7. Ending this Agreement**

(7.1) this Agreement continues until it is terminated in accordance with the terms of this Agreement.

(7.2) you can terminate this Agreement within 10 working days:

- (a) if your premises has previously had a supply of gas, the date you accepted it on the phone,

- (b) if your premises is registered to Go Power and you are receiving a supply of gas from us without having requested it, the date you moved into your premises; or;
- (c) if your premises has not previously been connected to the gas Distribution System, the date you agreed on as the start date on the phone, or when your premises is connected to the gas Distribution System (Whichever date is the later).
- (d) you switch to another supplier;
- (e) when you move premises
- (f) you do not accept the changes to the terms of this Agreement proposed by Go Power under section 6 above; or
- (g) You wish to end your supply by having it cut off.

***To do this, simply write to us stating your name, address and contact number.***

(7.3) if you switch to another supplier, this Agreement will terminate only when the new supplier starts to supply you. You must still pay any money you owe us and for any relevant details to help with your transfer. If you owe us money, 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.

(7.4) if you are moving premises, you should give us at least two working days' notice before you move. If you are moving premises, this Agreement will end on the first of the following events:

- (a) on the date we agree;
- (b) when the next meter reading is due or
- (c) when someone takes over the supply

(7.5) You must pay for all gas used up until this Agreement ends and we will estimate your final meter reading if you do not provide one. If you would like us to continue to supply your gas at your new premises, please contact our Customer Helpline. You will need to tell us your new address and the date you wish the supply to commence.

(7.6) if you wish to end your supply by having it cut off, you should contact us and we will arrange for the supply to be disconnected. You must pay for all gas used up until that disconnection takes place.

(7.7) In order to supply gas, we require a gas supply license. If we lose our license, either you or we may end this Agreement immediately. Even if you do nothing, in order to make sure you do not lose supply, the Authority may direct another supplier to take over your account from us. If this happens, this Agreement with us ends automatically when the Authority's direction takes effect.

(7.8) In addition to any other rights we may have, we may terminate this Agreement immediately and request that the Network Operator withdraws your gas supply if:

- (a) you do not pay any security deposit or all or any part of our charges (that are not genuinely in dispute) when under these terms or it is not safe or reasonably practicable to install such a meter to collect the debt and future charges;
- (b) you commit a serious or repeated breach of this Agreement (for example, if we reasonably believe you have stolen gas or deliberately interfered with a meter or any other equipment or part thereof)
- (c) This Agreement shall be terminated from the date that a Last Resort Supply Direction, given to another Gas supplier, takes effect in relation to the premises supplied under this Agreement.
- (d) This agreement will end if Go Powers gas supply licence is revoked by authority. Go Power will either transfer its business to another gas supplier or cease business. If you are a prepayment customer of Go Power you will be able to continue to use the service and to do so on the same basis. The prepayment service provided to you by Go Power will continue until at least such time as another supplier starts to supply you with natural gas.

- (e) In line with Go Power's 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. If this happens this Agreement with Go Power ends automatically when the Authority's direction takes place.
- (f) you are declared bankrupt, or any formal steps are taken to have you declared bankrupt or any other form of insolvency proceedings are initiated against you;
- (g) you no longer own, rent or use the premises; or
- (h) There is a risk of danger to you or other members of the public if we continue the supply.

(7.9) when this Agreement terminates, you are still liable to pay any amounts you owe us.

(7.10) if this Agreement does not terminate on the Expiry Date, it will remain in force on a rolling calendar month basis. LCC Group Limited T/A Go Power shall be entitled to charge the higher of either the existing Rates applicable to the expired contract, or revised Charges with effect from the Expiry Date by notice to the Customer, such notice to be given no later than the date of the invoice in which such charges are first applied (and may be given in the invoice or in a notice accompanying it). If this Agreement continues after the Expiry Date, the Parties shall be bound by this Agreement for the duration of any such extended period and repeat any representations and warranties given under this Agreement as at the commencement of any such extended period.

(7.11) upon termination of this Agreement:

- (a) closing meter readings will be taken at the Customer's Premises in respect of which this Agreement is being terminated, where a meter reading is not available, estimated readings will be applied;
- (b) LCC Group Limited T/A Go Power will issue the Customer or the Customer's representatives with a final account for any outstanding amount which will include any Accrued Charges;
- (c) the Customer will also pay any costs incurred by LCC Group Limited T/A Go Power as a result of instruction to the Relevant System Operator to de-energise or disconnect supply and in procuring a meter lock or meter disconnect as appropriate to the Customer's Premises and such other costs on termination set out in any Special Conditions; and
- (d) the Customer shall and shall procure that its employees and agents shall permit LCC Group Limited T/A Go Power or its agent to enter the Customer's premises to remove LCC Group Limited T/A Go Power's or its agent's equipment.
- (e) Action taken under this Clause 7 shall be without prejudice to either party's subsisting rights and to any additional rights specified in any Special Conditions.
- (f) The Customer shall not take delivery of Gas while registered as a customer of LCC Group Limited T/A Go Power after the Termination Date. In the event that the Customer takes a supply of Gas while registered as a customer of LCC Group Limited T/A Go Power after the Termination Date, the provisions of this Agreement will survive termination and the Customer shall indemnify LCC Group Limited T/A Go Power against all and any loss, damage, cost, expense, charge, fee, claim or liability incurred by LCC Group Limited T/A Go Power in supplying the Customer after the Termination Date.
- (g) If an SMP covered by contract undergoes a change of legal entity during the contract term, that SMP shall remain under the supply of LCC Group Limited. In the event the SMP moves to a different supplier LCC Group Limited reserve the right to recoup loss of revenue across the remaining SMP's governed by the contract.

## **8. Tariffs/ charges and payment**

(8.1) you agree to take and pay for the supply of gas in accordance with our scales of tariffs and charges published by us from time to time. All of our tariffs published by us are expressed as “pence per kWh”. For details on current tariffs and applicable charges please contact our Customer Helpline on 028 8676 0600. We will send you written details of applicable tariffs, charges, and other payments to be made by you promptly on request.

(8.2) In consideration of LCC Group Limited T/A Go Power selling Gas to the Customer during the Supply Period, the Customer shall pay LCC Group Limited T/A Go Power the Charges.

(8.3) LCC Group Limited T/A Go Power shall be entitled to vary the Charges from time to time to reflect any changes in commodity prices or input costs including but not limited to a change in wholesale gas, financial cost or any other input costs or resulting from any change in Law or as a result of any action by Government or a Regulatory Authority. LCC Group Limited T/A Go Power will notify changes to the Charges as soon as reasonably practicable and, in any event, at least 21 days in advance of the date the variation is due to take effect. You can terminate the Contract before the proposed variation is due to take effect. All Charges are exclusive of VAT and any other tax, duty or levy imposed in respect of Gas supplied. Invoices will be issued at the end of each billing period. The Customer will not be charged for changing supplier.

(8.4) the volume of Gas supplied by us although chargeable in Kilowatt hours, shall be measured in cubic meters. The metered volume shall be converted to kilowatt hours (kWh) by using our conversion methodology using the monthly average of the daily Calorific Value of the gas and a correction factor for temperature and pressure. The recorded usage as per your dial/screen is the main element of evidence for us to determine the amount of gas supplied.

(8.5) there will be a minimum charge for the meter and other equipment for all customers regardless if gas has been used or not. The minimum charges can be viewed on the Go Power website at [www.gopower.co.uk](http://www.gopower.co.uk) or alternatively call 028 8676 0600.

(8.6) Go Power are responsible to read your meter and all readings obtained shall be assumed to be correct. If we believe the meter readings are inaccurate or not available or we cannot access your meter to collect one, we will make a reasonable estimate and send you a bill. This same condition applies if you have provided us with a meter reading upon our request or if you decided to provide us with a read at your own discretion.

(8.7) if we have billed you on an estimate read, you can contact us to submit a meter reading which will be applied against your next bill to reconcile the balance accordingly.

(8.8) we will seek access to the supply address to obtain a meter read at least once every two years. Where it is discovered by either you or us that a meter reading provided was inaccurate, we shall either debit your account or send you a bill if you owe us money or credit your account in a subsequent bill in respect of any money that is owed to you (as appropriate).

(8.9) you agree to take and pay for the supply of gas in accordance with the agreed tariff in your supply contract. We will send you regular bills and identify the amount payable by you. You must pay the amount owed in full as set on the payment date in your bill. Any partial payments against your outstanding balance do not release you from your obligation to pay. We will apply VAT at the appropriate rate to all gas charges. If your supply is not used for domestic purposes only, it is your responsibility to provide us with details we need to apply VAT at the correct rate.

(8.10) if for any reason, your gas meter does not record gas usage accurately, you agree to pay an amount that reasonably reflects the amounts 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 you will receive a refund of

this cost and we will adjust the applicable gas charges as appropriate. If you disagree with our estimate of your gas usage, you may wish to call our customer service department.

(8.11) except in the case of emergency, 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 liable for all charges.

(8.12) if you request a visit to the supply address to check the equipment you might be charged for this.

(8.13) you agree to pay other charges relating to gas supply, including:

- (a) Charges for copy bills
- (b) Charges due to action from us in the event you breach the terms of this agreement
- (c) Maintenance meter charges
- (d) Costs associated with theft, loss, damage, meter tampering charges or other interference with the equipment

(8.14) From time to time, we may offer certain specified categories of customers which may not include you, special tariffs for a certain period of time to be determined at our discretion.

(8.15) we are not liable in the event you have chosen the incorrect tariff or incorrect payment method for you.

(8.16) If you are a non- keypad customer, you will receive bills from us for your gas usage. We may estimate your usage using your consumption history and standard industry practice and ask you for payment based on an estimated meter reading. We will do this when the meter reader fails to get access to your meter during a visit to your premises and you are unable to provide us with a reading before the bill is issued (usually 24 hours). You can also provide us with an actual meter reading by calling our Customer Helpline. We will seek to access your premises to take a meter reading at least once every 12 months.

(8.17) you must allow us, or a third party service provider acting on our behalf, access to the meter (including pay- as- you- go keypad meters) at all reasonable times to enable the meter to be read.

(8.18) 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 disagree with our estimate of your gas usage, you may wish to contact us at our Customer Helpline or alternatively refer the matter to the Consumer Council.

(8.19) you agree to pay our other charges relating to your supply, including:

- (a) reasonable charges for providing copy bills where requested by you;
- (b) reasonable charges for providing a replacement for a lost pay- as- you- go keypad meter card and delivering it to you;
- (c) if you are late paying;
- (d) if work has to be carried out at your meter or pay- as you- go keypad meter as a result of you tampering or interfering with the meter or pay- as- you- go keypad meter; or
- (e) Other reasonable costs that arise if we have to take action because you break the terms of this Agreement.

(8.20) we will apply VAT at the appropriate rate to all tariffs and 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.

(8.21) if your supply is subject to VAT at the higher rate, then the Climate Change Levy may also be applicable and we may require you to move to another tariff for non- domestic customers, to which different terms and conditions apply.

***Please call our Customer Helpline if you would like a copy of our guide to VAT on gas supplies. You can also contact us by emailing [support@gopower.gas](mailto:support@gopower.gas) or visiting our website at [www.gopower.co.uk](http://www.gopower.co.uk)***

## **9. Pay for supply**

(9.1) all bills are due on the first date of issue. Please make sure that we receive payment in full within 21 days of the bill date unless we have agreed a different payment arrangement with you. Please tell us immediately if you have difficulty paying.

(9.2) We offer a variety of payment methods for paying bills including payment monthly in arrears, by direct debit (monthly direct debits) and in advance through a pay- as- you- go keypad meter. Further details of these are given in our Codes of Practice (see section 16).

(9.3) we may approve other payment schemes that are requested by you- please call our Customer Helpline if you wish to enquire about this. We reserve the right to apply different charges for the supply of gas depending on the choice of payment method. If you do not pay promptly we may require you to pay by another payment method.

(9.4) if you have registered as a customer jointly with other people, the expression “you” will apply to each of you and the person will be responsible for paying all outstanding charges until they are paid in full. We will be entitled to claim part of the money owed from you all or, the whole sum from any of you.

(9.5) if any amount payable by you is in genuine dispute, you must pay to us the amount that is not in dispute. When the matter has been settled, we may adjust the amount owed by you as a result. If you have an account with us in respect of another premises, we may transfer any credit or debt between your accounts in order to recover any money you owe us.

(9.6) 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.

(9.7) the terms of payment in this Clause 9 and the Security (See clause 12) requirements are based on the Customer’s current credit worthiness. If LCC Group Limited T/A Go Power considers that the Customer’s credit worthiness has changed, or that the Customer has suffered an Insolvency Event, LCC Group Limited T/A Go Power reserves the right to reassess the terms of payment and Security requirements applicable to the Customer. If the parties fail to reach agreement on the reassessed terms of payment or Security requirements within 5 Business Days, LCC Group Limited T/A Go Power may terminate this Agreement forthwith by notice in writing or will seek to change your meter from Credit to PAYG to recover the amount owed.

(9.8) LCC Group Limited T/A Go Power will send the Customer for each billing period an invoice of the Charges and any other amounts due under this Agreement, together with any applicable Value Added Tax (VAT) or replacement or other tax and the Customer will pay such amounts by cleared funds on or before the 21<sup>st</sup> of the month following the invoice period. The Customer shall make such payment by direct debit, unless otherwise agreed between LCC Group Limited T/A Go Power and the Customer. If any payments are refused by the Customer’s bank, LCC Group Limited T/A Go Power may charge, and the Customer shall pay to LCC Group Limited T/A Go Power a handling fee.

(9.9) The Customer shall not deduct or set-off any payments to be made under this Agreement against any amounts due to the Customer for other services provided by LCC Group Limited T/A Go Power .

## **10. Pay- as- you- go keypad meters (PAYG)**

(10.1) you may ask us for a pay- as-you- go keypad meter and we will arrange for one to be installed if we reasonably can. The installation of a PAYG meter is free of charge and is carried out upon customer request. You agree that we can access your premises on reasonable notice to install a pay- as- you- go keypad meter and that you will pay you gas through a pay-as-you-go meter if:

- (a) our credit checks indicate to us that this is an appropriate payment method for you;
- (b) we have reason to believe that someone has tampered with an existing meter; or
- (c) You owe us money and by installing a pay- as- you- go keypad meter we can avoid cutting off your gas.

(10.2) In continuing to pay for your gas through a pay- as- you- go meter you accept that you will need to top up the keypad meter in order to receive gas. If you fail to do so, this could cause inconvenience loss damage and injury to yourself, other occupiers and visitors to the premises for which you agree that we shall not be responsible. It is your responsibility to look after your top –up card as there may be a charge for replacements

(10.3) A Code of Practice, setting out the services we offer to pay- as- you- go keypad meter customers, is available on request (see section 16).

(10.4) if you opt for a PAYG meter you will not receive a bill. We will send you a statement of your account at least once a year as per our license obligations.

(10.5) if you are repaying debt to us via PAYG at a set rate and do not make payments as agreed. We may request immediate payment of the total outstanding amount together with our reasonable costs and /or may enter the Supply Address to disconnect the supply and/or remove the meter.

(10.6)If you request a site visit to inspect you PAYG you will be responsible for all charges incurred.

## **11. Late payment**

(11.1) if you do not pay our bills, we will take steps to recover money you owe us, including by appointing third party debt collection agents. You agree that we may charge you for the costs of collecting payments, which may include our costs (including third party agents):

- (a) where we visit your premises
- (b) where we get a warrant of entry and carry it out, and where we incur any tracing costs; or
- (c) Where your bank returns a cheque to us unpaid, or rejects a direct debit, because there is not sufficient money in your account.

(11.2) you agree that we may charge you interest for late payment. We will calculate interest at the rate of 3% above the Bank of England's current base rate.

(11.3) if you owe us money, we may insist that a pay- as-you-go keypad meter is installed (which will be done by warrant if necessary). If you have a keypad meter, any debt or arrears on the account may be recovered as a percentage of subsequent purchases of gas through the keypad meter.

(11.4) if you have an account with us at other premises, we may transfer any credit or debit between your accounts in order to recover any money you owe us.

(11.5) The Customer's Premises may be de-energised at the request of LCC Group Limited T/A Go Power without liability to LCC Group Limited T/A Go Power for any loss or damage suffered by the Customer if:

- a) The Customer fails to pay any invoice for charges within the timescale outlined in this agreement;
- b) The Customer breaches this Agreement or the relevant connection agreement and does not remedy the breach within a reasonable time after having received written notification of such breach;
- c) The Customer has made unauthorised use of Gas or committed theft of Gas;
- d) An Insolvency Event occurs in respect of the Customer;
- e) The Customer continues to use Gas supplied by LCC Group Limited T/A Go Power at the Customer's Premises after the Termination Date; or
- f) The Conditions Precedent are not satisfied or Security is not provided by the Supply Period Start Date.

## **12. Security deposit**

(12.1) we may ask you to pay a deposit as security against payment for your gas in certain circumstances. If we ask for a security deposit and you do not wish to provide a deposit, you may choose to pay for your gas by monthly direct debit or through pay-as-you-go keypad meter (provided if it is safe and reasonable practicable in all the circumstances to supply through such a meter and we are reasonably able to provide one). If we ask you for a deposit and you do not either pay the deposit or make payments by direct debit, we will insist on installing a pay-as-you-go keypad meter (which will be done by warrant if necessary).

(12.2) subject to the paragraph immediately below, if you have paid all charges for the supply of gas for the previous 12 months within 28 days of the date of each written invoice we will repay any security deposit, such repayment to be made within 28 days of the date on which you become eligible for the security deposit to be repaid. If you have paid all charges for the supply of gas and the supply has ended in accordance with this Agreement, we will repay any security deposit as soon reasonably practicable, and in any event, within 1 month.

(12.3) Go Power shall not be obliged to repay any security deposit where it is reasonable in all the circumstances for Go Power to retain that deposit.

(12.4) if you owe us money and are ending this Agreement, you agree that we keep any deposit you have paid and use this to reduce any debt you owe us. The amount we keep will not be more than the amount you owe us. Any money received from you as a deposit and not used to reduce any debt you owe us will be returned:

- (a) within 28 days of supply ending under this Agreement; or
- (b) if you subsequently choose to pay for your gas by monthly direct debit or through a pay-as-you-go keypad meter

## **13. About your gas meter**

(13.1) your gas meter is owned and serviced by Phoenix Natural Gas, Firmus Gas and or SGN Limited (the "**Meter Provider**"). We are not responsible for any damage caused by the meter or by any representatives of the Meter Provider who may attend at your premises in connection with the meter you should contact the Meter Provider in such circumstances.

(13.2) Meter readers must have easy access to read your meter. The meter must also be in safe, secure and weatherproof position. If it is not, or is easy to access, you must agree a suitable position with the Meter Provider and make arrangements for the meter to be moved.

(13.3) Metering equipment is presumed to be accurate. You should notify us, or the Meter Provider without delay if you do not accept its accuracy. Where such notification is given the metering equipment will be examined as soon as practicable. You should also notify us, and the Meter provider without delay if you believe that there has been damage to or interference with the metering equipment. You agree to provide us with all relevant information, which we may reasonably require.

(13.4) you must allow the Meter Provider safe access to the meter at any time in an emergency. You must also provide access to the meter (including pay-as-you-go keypad meters) at all reasonable times to enable the Meter Provider to:

- (a) install, repair, remove or replace the meter;
- (b) read, test or inspect the meter; or
- (c) Cut off or reconnect your supply.

#### **14. Meter charges**

(14.1) you agree to pay us those charges that we are required to pay the Meter provider or incur ourselves where work is carried out at the meter, including but not limited to:

- (a) damage to a meter if the damage is your fault;
- (b) carrying out a meter accuracy test if you ask for this and we do not find a fault with the meter;
- (c) warrants of entry that may have to be applied for; or
- (d) visits to your premises relating to inspecting or changing your meter

(14.2) for details on current applicable charges please visit our website at [www.gopower.co.uk](http://www.gopower.co.uk) or call our customer helpline on 028 8676 0600.

#### **15. Cutting off your gas supply**

(15.1) we adopt procedures, which aim to avoid disconnecting your premises, if you have difficulty in paying your bills. A Code of Practice setting these out is available on request (see section 16). Nonetheless, we reserve the right to cut off your supply in the following circumstances;

- (a) you have broken the terms of the Agreement;
- (b) you refuse to provide a security deposit when we ask you to and you do not choose to pay by direct debit if requested by us or do not allow us to install a pay-as-you-go keypad meter, or a pay-as-you-go keypad meter cannot be easily installed;
- (c) it is not reasonable, in all the circumstances, for us to supply you; or
- (d) You refuse to provide us with all the details that we require to register you for supply.

(15.2) you must pay any reasonable costs we ask for if we have to cut off your supply for any of these reasons. Costs may include the cost of visits to your premises. Provided it is reasonable for us to supply you, we will reconnect your supply when the matter has been resolved. You must pay us any reasonable costs for the reconnection.

(15.3) we may also cut off your gas supply 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.

#### **16. Codes of Practice**

(16.2) our codes of practice set out our commitment to our customers. We have Codes of Practice, providing guidance as to the services we provide. The Codes of Practice have been approved by the Consumer Council and cover the following areas:

- (a) Paying for your gas
- (b) Services for repayment meter customers
- (c) Efficient use of gas
- (d) Complaints handling procedure
- (e) Provision of services for persons who are of pensionable age, disabled or chronically sick)
- (f) Payment of bills

(16.3) The Codes of Practice may be amended from time to time and new Codes of Practice in addition to the codes listed above may be introduced.

(16.4) 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.gopower.co.uk](http://www.gopower.co.uk) 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](mailto:contact@consumercouncil.org.uk). Or write to The Consumer Council of Northern Ireland, Seatem House, 28-32 Alfred Street, Belfast, BT2 8EN.

## **17. Making a complaint**

(17.1) if you are unhappy with any aspect of the service we provide please call our Customer Helpline or write to our Head of Customer Service. In the event of any dispute or difference of whatever nature in connection with this Agreement the Parties will use reasonable endeavours to resolve the matters in dispute in good faith by mutual discussion. If the dispute has not been resolved by such mutual discussions within 10 Business Days. Save in respect of a dispute regarding termination of this Agreement, performance of the Agreement by both Parties will continue during the dispute resolution process.

(17.2) 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 on 0800 121 6022, or email [contact@consumercouncil.org](mailto:contact@consumercouncil.org) or write to the Consumer Council, Floor 3, Seatem House, 28- 32 Alfred Street, Belfast, BT2 8EN. You have the right to refer complaints that relate to billing matters to the Authority where the Consumer Council has not been able to resolve the complaint to your satisfaction.

## **18. Legal Liability representations and warranties**

(18.1) we will only be liable to you for direct losses resulting from us breaking the terms of this Agreement. You will only be liable to us for direct losses resulting from you breaking the terms of this Agreement. The standard of care governing our respective legal rights and obligations shall be solely determined by the terms of this Agreement.

(18.2) Neither party shall be liable to the other for any failure to perform its obligations under this Agreement to the extent that such failure is due to the occurrence of an event of Force Majeure, save that the occurrence of an event of Force Majeure shall not excuse the Parties from any obligation to make payments of money under this Agreement.

(18.3) Neither party will be liable to the other for loss of profit or revenue, loss of use, loss of contract or other business opportunity, loss of goodwill, loss or failure of or delay in production or increased cost of working or any other special, indirect or consequential loss or damage whatsoever arising out of or in connection with this Agreement.

(18.4) The exclusions and limitation of liability in this Clause shall survive the termination of the Agreement but shall not apply to any claim on account of death or personal injury resulting from the negligence of either party.

(18.5) nothing in this Clause shall release the Customer from its obligation to pay the Charges owed.

(18.6) The Customer represents and warrants to LCC Group Limited T/A Go Power that:

- (a) the Customer has full legal right, power and authority to enter into this Agreement and at all times throughout the term of this Agreement to execute, deliver and perform all its obligations under this Agreement;
- (b) the execution of this Agreement has been duly authorised by all necessary corporate action on behalf of the Customer;
- (c) at the date of this Agreement and at all times during the term, the information provided by the Customer and set out in the Contract is true and correct in all material particulars; and
- (d) at the date of this Agreement and at all times throughout the term of this Agreement, there are no facts or circumstances which have not been notified to LCC Group Limited T/A Go Power in writing prior to the date of commencement of this Agreement which would prevent LCC Group Limited T/A Go Power from exercising its rights under Clause 7.

## **19. Limit of Liability and Insurance**

(19.1) our liability to you shall be limited to £100,000 for any incident or series of related incidents. Your liability to us shall also be limited to £100,000 for any incident or series of accidents. However, this does not affect our right to charge you as described in this Agreement.

(19.2) if you think your loss is likely to exceed £100,000, you may wish to consider taking out an insurance policy.

## **20. Other legal rights**

(20.1) Nothing in this Agreement affects legal liability of either of us for causing death or personal injury by negligence. In addition, this Agreement does not affect your legal rights, including your rights under the Consumer Protection (NI) Act 1987.

(20.2) each party must at all times during the term of this Agreement comply with all applicable Laws relevant to the performance of their obligations under this Agreement.

## **21. Circumstances outside our control**

(21.1) neither of us is liable where this Agreement is broken due to circumstances outside the reasonable control of the person breaking the Agreement.

(21.2) in particular, the Network Operator is responsible for the quality of the supply of gas to you and its continuity. The quality and continuity of your supply are outside our reasonable control.

(21.3) please refer to section 24 for more information about your agreement with the Network Operator.

## **22. Data Protection**

(22.1) We are responsible for the privacy of personal information we hold about you and we will comply with the relevant data protection laws in respect of such information including the Data Protection Act 1998. Any personal data which you supply to us will only be used for the purposes indicated in this clause 22 unless we notify you otherwise. We confirm that we will not disclose, transfer or sell your personal data to any third party for any purpose except as stated in clause 22. By entering into this Agreement you agree to your information being used and disclosed in accordance with the terms of this Agreement (including this clause 22).

### **22.1.1 What information we may collect about you and how we collect it**

We and our agents may collect data about you:

- (a) from you (including your name, address, telephone number(s) (fixed line and mobile), email address, age, information about your health, and your bank details where you sign up for direct debit payments);
- (b) from records we hold about you where we have had a previous relationship with you (for example, if you were previously our customer);
- (c) from third parties, including other gas suppliers and credit reference agencies to make a decision about the payment methods or other arrangements we offer you. Credit reference agent data may include public, electoral register, shared credit and fraud prevention information. The credit reference agent check will leave a footprint on your file which may be seen by other lenders.

### **22.1.2 How we use the information we collect about you**

We will use and disclose the information we have about you and your account to

- (a) communicate with you by letter, telephone, email, text (SMS) or multimedia messaging (webchat) or other electronic means (such as a message through a smart meter);
- (b) administer your account
- (c) provide our services and products to you; and
- (d) to comply with legal requirements and obligations to third parties

(22.2) This includes processing information for the purposes of setting up, monitoring and managing your account; obtaining credit references; implementing a change of supplier; obtaining, maintaining and exchanging information on meter points; reporting to the Authority and government departments, billing; and call data management (as described below)

(22.3) We may monitor and record any communications we have with you, including telephone conversations, instant messaging (webchat), email and other electronic communications, and use any recordings, or transcripts from them, for training purposes or to investigate any complaint you may make or as evidence in any dispute or anticipated dispute with us.

(22.4) we may ask you for additional information which we may reasonably require for the purposes described above (for example, we may need to know if you own your property or if you are renting it from another person). If you do not provide us with this information we may not be able to administer your account and/ or provide services or products to you.

### **(22.5) we may use your information for marketing purposes**

(22.5.1) we may send you information about our products and services and those of carefully selected third parties (whose products and services may be unrelated to ours) which we feel may be of interest to you. This information may be sent:

- (a) by non- electronic means, including by post, live telephone calls or where we visit your premises; and
- (b) by electronic means, including by email, SMS (texts) or multimedia messaging, smart phone applications, pre-recorded telephone messages or through your smart meter, only where we have your consent or where we are otherwise permitted by law to do so.

(22.5.2) Where you have provided us with your email address, we may email you to ask for your consent to send you marketing information by electronic means.

(22.5.3) Where we have your consent to send you marketing by electronic means or where we are permitted by law to do so, and you cease being our customer, we may still send you marketing information unless you tell us that you no longer wish to receive this information.

(22.5.4) if you would prefer not to receive any marketing information from us please write to us. Please provide your account number (if applicable), name, address, postcode, and email address (if applicable) in any such request.

(22.5.5) If you tell that you do not wish to receive marketing information from us, we will not send you any marketing information (by electronic means or non- electronic means as set out in (a) and (b) above); however we may still contact you for the other purposes outlined in this clause 21 (for example, to administer your account).

## **22.6 Who we may share your information with**

(22.6.1) we may share the information we have about you (including your name and address) with all relevant industry organisations (for example, the network company Phoenix Natural Gas, Firmus Gas and or SGN Limited) based on agreed industry processes.

(22.6.2) we may pass information about you to our agents and service providers when relevant for the purposes set out in this clause 22.

(22.6.3) We may share information about you and your account with other gas suppliers, financial institutions, credit reference, fraud prevention and debt collection agencies and any other third party with whom we are (or reasonably believe ourselves to be) entitled or obliged (in either case, whether under statute, contract or otherwise) to share such information.

(22.6.4) we will release your account details as part of the process of selling one or more of our business or to any organisation to whom we may transfer our rights or obligations under this Agreement.

(22.6.5) In order to transfer your gas supply we may also need to contact your current and any previous or future supplier in order to:

- (a) establish all relevant details to help with the transfer of your supply, and
- (b) establish the details of any outstanding debt you may owe them or us

(22.6.6) if your current supplier or any previous supplier agrees to transfer to us the right to collect any debt you owe to that supplier you agree to pass over all relevant account information to us. If you transfer to a new supplier and you owe us money, we may inform the new supplier about the debt.

## **22.7 How long we hold your information for**

(22.7.1) how long we hold your information will depend on the purposes for which we use it. We will only retain your information for as long as is necessary for such purposes. In particular:

- (a) We will keep information about you that is necessary for us to provide you with a service or product you have requested or purchased for as long as it takes us to provide that service or product;
- (b) We will keep your contact details for marketing purposes for as long as we have your consent to send you marketing information or for as long as we are permitted to do so by law;
- (c) We will keep records of any transactions you enter into with us or services or products you receive for up to six years. This is so that we can respond to any complaints or disputes that arise in that period; and
- (d) We will keep other information about you if it is necessary for us to do so to comply with the law or to protect our or other people's interests.

## **22.8 Access to your information**

(22.8.1) upon payment of a fee of £10 and written request to our Data Protection Officer you may access details of the personal data we hold about you.

(22.8.2) you also have the right (without charge) to require us to correct any inaccuracies in your information and we encourage you to do so to ensure the information we have about you is up-to-date.

## **23 General**

(23.1) The Agreement is governed by the laws of Northern Ireland.

(23.2) our activities as a supplier of gas are governed by our gas supply license and applicable legislation and regulations. We reserve and maintain all our rights set out in legislation and our license.

(23.3) we may transfer any of our rights under this Agreement to another organisation and any of our obligations to any other licensed gas supplier, subject to the terms of our license. We will tell you as soon as we reasonably can if we transfer any rights or obligations. We may also subcontract anything we have agreed to do under this Agreement but we will still be responsible for anything carried out by our subcontractors.

(23.4) you must obtain our consent before transferring your rights under this Agreement to another person.

(23.5) if we need to contact you, we will use the contact details you have given to us or made available to us through industry processes. If you need to contact us, please telephone our Customer Helpline or write to us.

(23.6) if any provision or part- provision of this Agreement is held to be unenforceable, the validity and enforceability of the remainder of this Agreement shall not be affected.

## **24 Your connection to the gas Distribution System**

(24.1) to receive a supply of gas from us under this Agreement you require a connection Agreement with the Network Operator.

(24.2) The Network Operator operates the gas Distribution System that delivers gas to your premises and has appointed us to act as its agent to enter into a Connection Agreement with you on standard terms.

(24.3) you agree that, by entering into this Agreement with us, you are also entering into a Connection Agreement with the Network Operator for connection of your premises to its network. The terms of that Connection Agreement are the Standard Connection Terms and Conditions set out in the Appendix or otherwise attached to this Agreement or otherwise provided to you or made known to you by us. You can find out more about the Standard Connection Terms and Conditions by calling your Network Operator.

(24.4) you are entitled to negotiate terms of connection of your premises to the network that are not the same terms as the Standard Connection Terms and Conditions. If you wish to do so you must negotiate with the Network Operator and not with evidence that there is a Connection Agreement in force for your premises with the Network Operator and you must inform us if that Connection Agreement terminates.

(25.5) The Network operator is responsible for the quality and continuity of your gas supply. It must comply with certain service standards in relation to the delivery of the range of services they provide. These include certain statutory standards which must be met otherwise you are entitled to a payment from the Network Operator. To obtain a copy of these service standards please call your Network Operator.

## **25 Notices**

(25.1) all relevant notices under this agreement will be in writing and will be sent by post or by e-mail or published on our website or by a notice published in a national daily newspaper. All notices sent by post will be sent to the billing address or any other address or any other address notified by you to us. All notices sent by e-mail will be sent to e-mail address notified to us by you. We'll assume you have received posted notices within 5 working days and electronic notices within 1 working day unless we receive evidence to contradict this deadline.

## **26 Gas Emergencies and safety**

(26.1) The parties acknowledge that we may be required by either the Department for the Economy, the Utility Regulator, or the Network Operator to disconnect or cease supply at the Supply address or take such action as required for any reason of System security or to comply with any requirement of applicable law or regulation and the Parties agree that the Company shall not have any liability in respect of any loss or damage arising as a result. Supply may be disconnected by us or any other duly empowered person, or by our or their duly authorised officers or agents were permitted or required by law or any relevant licence, code or agreement. We may make a charge to reconnect your supply.

(26.2) if we are required to disconnect, interrupt or discontinue supply to the supply address, you shall refrain from using gas immediately upon notified by us. You shall comply with all of our requests or the Network Operator in order to avert or reduce danger to life and property or securing the safe transportation of gas through the system and for maintaining the safety of the system itself

(26.3) It is your responsibility to immediately notify the Network Operator of any incident that either causes danger or requires urgent action regarding the supply or distribution of gas, affect the quality and maintenance of the gas distribution network or if you suspect there is a gas leak.

(26.4) you commit to use gas in a proper, safe and responsible manner. You shall not interfere or allow someone else to interfere with the supply to you or to other people.

(26.5) you shall not or allow anyone to tamper with, misuse or damage the meter, PAYG equipment or any other pipes and devices installed by the network operator or us

The NI 24 Hour emergency line is 0800 002 001. Contact details can also be found in your bill.

(26.6) Under the Energy Act 1976, Go Power is entitled to discontinue or restrict the supply of gas to your premises and you will refrain from using the gas when instructed to do so by Go Power.

(26.7) In an emergency, Go Power is entitled at the request of the network operator to discontinue the supply of gas to your property. You shall use your best endeavours to refrain from using gas immediately upon request of Go Power.

## **27 New Connections or reconnections to the gas network**

(27.1) The connection and/or reconnection process shall be agreed between you and the Network operator. All quoted charges inclusive of connection costs and allowances or incentives will be provided by the Network Operator. Please contact the network operator to query these charges.

(27.2) If you do not use any gas within the first 12 months after we have connected the Supply address, you will be liable to pay the full amount on the bill we send on the date written and specified on the bill.

## **28 Go Power Contact details**

By Phone: 028 86 76 0600, 028 90 79 00 00 (Monday to Friday 9:00 am- 5:30 pm)

By Post: Go Power, 16 Churchtown Road, Cookstown BT80 9XD

Web: [www.gopower.co.uk](http://www.gopower.co.uk)

Email: [gasservices@gopower.gas](mailto:gasservices@gopower.gas), [support@gopower.gas](mailto:support@gopower.gas), [specialsupport@gopower.energy](mailto:specialsupport@gopower.energy)

## **29 Change in occupancy**

(29.1) In the event that the Customer moves from the Customer's Premises, and is replaced by a new occupant, the Customer shall provide at least 20 days' notice in writing to LCC Group Limited T/A Go Power, stating the date and time from which a new occupant will be occupying the Customer's Premises and whether the occupant will require Gas supply from LCC Group Limited T/A Go Power from such date (the "**Change in Occupancy Date**"). The customer must provide LCC Group Limited T/A Go Power with a closing meter reading. If the Customer fails to do so, it shall be responsible for all Gas supplied by LCC Group Limited T/A Go Power and consumed at the Customer's premises until such a date when a new occupant is registered at the meter point. This is without prejudice to the provisions of this agreement<sup>3</sup>

(29.2) In the event of a new occupant requiring supply of Gas from LCC Group Limited T/A Go Power, the Customer shall procure that such occupant enters into a new contract for the supply of Gas on terms substantially similar to this Agreement prior to the Change in Occupancy Date.

(29.3) In the event of a new occupant occupying the Customer premises and entering into a new contract with LCC Group Limited T/A Go Power for the supply of Gas, the termination provisions of this agreement shall apply if the Customer is terminating the contract due to its relocation, closure, change of use or cessation of operations. In the event that the new occupant does not enter into a contract with LCC Group Limited T/A Go Power for the supply of Gas, the Customer shall remain liable for any Gas supplied by the LCC Group Limited T/A Go Power and consumed at the Customer's Premises from the Change in Occupancy Date.

### 30 NOTICES

(30.1) all notices and communications concerning this Agreement will be in writing, in the English language and addressed as follows;

In the case of LCC Group Limited T/A Go Power:

LCC Group Limited T/A Go Power, 16 Churchtown Road, Cookstown BT80 9XD

(30.2) In the case of the Customer, to the Address for service of Notices specified in the Contract, marked for the attention of the Customer's representative as specified in the Contract.

(30.3) A party may change its address for service at any time by notice in writing to the other party.

(30.4) Notices will be deemed served or delivered to the addressee or their office:

A) If delivered by hand, upon the date of delivery;

B) If delivered by pre-paid ordinary post within the jurisdiction in which the Customer resides or is registered, 2 Business Days after sending or if delivered by pre-paid ordinary post outside the jurisdiction in which the Customer resides or is registered, 5 Business Days after sending;

C) If delivered by facsimile, at the time that a transmission report is produced by the sender's facsimile machine confirming that the transmission has been satisfactorily completed; or

D) If delivered by electronic mail, at the time that the sender's computer generates a message stating that the e-mail has been received.

(30.5) LCC Group Limited T/A Go Power, and/or its agents acting on their behalf, may wish to contact Customers by email, text message, post, telephone or in person, with information about products and services (relating to Energy or other products and services including those offered by third parties) which may be of interest to Customers. Customers who wish to opt out of this communication should write to LCC Group Limited T/A Go Power to advise them of the same.

### Glossary

**Authority** means the Northern Ireland Authority for Utility Regulation, which regulates the gas industry.

**Accrued Charges** means any costs, expenses or liabilities of any kind incurred by LCC Group Limited T/A Go Power as a result of LCC Group Limited T/A Go Power forward purchasing tradable commodities on behalf of the Customer for any period within the Supply Period.

**Agreement** the natural gas supply contract you have either signed or agreed on the phone or online.

**Business Day** means any day (other than a Saturday or Sunday) on which banks are open for business in the Republic of Ireland and Northern Ireland.

**Change in Occupancy Date** has the meaning given to it in Clause 29

**Charges** in respect of any billing period the "Rates" set out in the Contract multiplied by (subject to Clause 8) the metered quantity of Gas supplied to the Supply Point in respect of such billing period, in each case as may be varied in accordance with the Special

Conditions of this Agreement.

**Conditions Precedent** mean the conditions precedent to this Agreement, if any, set out in any Special Conditions.

**Codes of practice** means the codes required under our gas supply license in relation to the Efficient Use of Natural Gas, Provisions of Services for persons who are of pensionable age, disabled or chronically sick, Marketing, Payment of Bills, Services for prepayment customers and complaints handling procedures

**Calorific Value** means the gas content of the gas supplied, measured in megajoules per cubic meter

**Connection Agreement** means that agreement between the Network Operator and you for connection of your premises to the local distribution network as described in section 23.

**Consumer Council** means the Consumer Council which is an independent body representing consumers' interests.

**Gas** means piped natural gas.

**Expiry Date** means, where a fixed term specified in the Contract, the last day of such fixed term starting on the Supply Period Start Date.

**Force Majeure** means any event or circumstance which would constitute force majeure under any applicable connection agreement or network code

**Distribution System** has the meaning as defined in Condition 1 (Interpretation and Construction) of Go Powers Gas Supply License.

**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 Gas Act (Northern Ireland) 2011

**Domestic Consumer** means a customer supplied with gas at a premises where the supply of gas is taken wholly or mainly for a domestic purpose. Hereby referred to as "You"

**Enabling Legislation** means the laws, regulations and rules regulating the supply of Gas in Northern Ireland, including the gas (Northern Ireland) Order 1996, the Gas (Northern Ireland) Order 2003, and the Gas Act (Northern Ireland) 2011, the Network Code and the Licence.

**Gas Consumer checklist** means the document of that name which constitutes the guidance for consumers of gas and gas as prepared and published, from time to time, by the Authority in accordance with Article 7(5) of the Gas (Northern Ireland) Order 2003.

**Equipment** meters, pipes and all means used to deliver, convey and measure gas at the Supply Address

**Equipment Charges** means charges we are required to pay to the Network Operator in relation to equipment damage (including if the damage is your fault), meter testing, visits, inspections and any costs incurred for works in relation to the gas Go Power supplies to your premises.

**Gas Charges** the money payable by you for gas supply from Go Power, regulated pass through charges and any associated costs for gas supply

**Go Power** means **LCC Group Limited t/a Go Power** the company which supplies gas to you under this Agreement, also referred to as "us", "our" or "we"

**Gas Safe Register** Entity responsible for registered gas installers in Northern Ireland

**Insolvency Event** means, in respect of the Customer:

- a) The stopping or suspension of making payments (whether of principal or interest) with respect to all or any of its debts or the announcement of an intention to do so;
- b) The suspension or cessation or the threatening to suspend or cease to carry on its business;
- c) The appointment of, or presentation of a petition for the appointment of, a liquidator, provisional liquidator, examiner, administrative receiver or receiver to or over the whole or any part of its assets;
- d) The entering into of any reorganisation, moratorium, scheme of arrangement or composition with or for the benefit of creditors generally or any class of its creditors;
- e) Suffering any distress, sequestration, attachment or execution;
- f) The proposal or passing of a resolution to wind it up (other than in the circumstances of a solvent voluntary winding-up as part of a reorganisation or restructuring);
- G) becoming unable to pay its debts or being deemed to be unable to pay its debts pursuant to the Companies Act 2006
- h) Taking or suffering any similar or analogous action to items above in any jurisdiction in consequence of debt.

**Laws** means all applicable laws, legislation, statutory instrument, directive, regulation, requirement, instruction, order, direction or rule or otherwise of any competent authority of a national or EU character, together with all applicable codes, industry agreements or licence conditions, And "Law" shall mean any one of them.

**Meter Provider** Phoenix Natural Gas, Firmus Gas and or SGN Limited. Or any other company appointed to manage the distribution Network in your connected jurisdiction. This may be the Greater Belfast Area (Phoenix Networks), Ten Towns Area (Firmus Gas) and West Area (SGN)

**Meter Tampering** unauthorised use or tampering of the meter or metering equipment at the supply address

**Meter Tampering Charges** Cost associated with tampering your gas meter by either you or another person. This includes all costs incurred for repairing and replacing the meter inclusive of gas loss determined after the tampering detection. All costs for installations, refitting and repairs.

**Network Emergency** instances where the Network operator believes they constitute risk to parts of or all of the gas network system, risk to the safety of gas conveyance, risks where the gas conveyed is at such pressures to constitute a risk to the network

**Network Operator** either; Phoenix Natural Gas, Firmus Gas and/or Scotia Gas Networks (SGN) depending on the area of supply

**Opening Meter Read:** The meter read you must provide at the commencement of supply as per your supply contract with Go Power for the purposes of starting your account with us

**Pass Through Charges** all third party costs, levies, taxes and duties wholly or partly relating to supply and transportation charges of Gas to the supply premises or which we are required to pass through to you as per the most recent published rates from NIAUR

**Principal Terms** has the meaning as defined in Condition 2 (Interpretation and Construction) of Go Powers Gas Supply License

**PAYG** Pay-as-you-Go Meter which requires a prepayment for the supply of gas, and may provide for the repayment of debt at the set rate by NIAUR

**Relevant Date** means the earlier of:

- (a) The day after the end of any period within which you have a right to withdraw from and cancel the contract;

(b) 10 working days after the day on which you entered into this Agreement.

**Relevant System Operator** means any person who owns or operates the gas transmission or distribution system or provides metering services in Ireland or Northern Ireland, as applicable, from time to time.

**Security** means the security (if any) required by LCC Group Limited T/A Go Power set out in any clause 12

**SMP** Supply meter Point.

**Special Conditions** means any special conditions notified by LCC Group Limited T/A Go Power to the Customer which forms part of this Agreement.

**Supply Period** means the period commencing on the Supply Period Start Date and terminating on the Termination Date.

**Supply Period Start Date** means the date the Supply Point is confirmed as registered to LCC Group Limited T/A Go Power by the Relevant System Operator.

**Termination Date** means the date on which this Agreement is terminated pursuant to Clause 7.

**Supplier of Last Resort Direction** means a direction given by NIAUR to a gas supplier requiring it to make available supply of gas to premises previously supplied by another supplier.

**Start Date** the date on which our Gas supply will commence at your premises for the supply meter point specified in your contract.

**Supply Address** Means the premises occupied by you to which we supply gas.

**Tariffs** you agreed supply tariff as per your customer contract

**Unit** is the measurement of each Kilowatt hour of Gas supplied by Go Power and consumed by the customer. This measurement will be used for charges for gas consumed.

**Utility Regulator** means the Northern Ireland Authority for Utility Regulation (which can be reached at: by telephone at 028 9031 1575 or by visiting their website at [www.uregni.gov.uk](http://www.uregni.gov.uk))

**Your side of the meter** means the pipe work from the outlet of the gas meter into the address(s)