

# Domestic Customer Agreement

Please complete all sections of this form in BLOCK CAPITALS;  
 Print, sign and return to: Manx Gas Ltd, Murdoch House, South Quay,  
 Douglas, Isle of Man IM1 5PA.

## For Office Use only

Property No:	
Customer No:	
Deposit Required:	
Deposit Paid:	
Email Provided:	
DD Form Received:	
Input by:	
TTO Required?	

### Customer Details

Title: Mr/Mrs/Miss/Other: \_\_\_\_\_

Surname: \_\_\_\_\_

Forenames: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Employer details: \_\_\_\_\_

### Joint Customer Details

Title: Mr/Mrs/Miss/Other: \_\_\_\_\_

Surname: \_\_\_\_\_

Forenames: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

### Contact Details

Telephone Home: \_\_\_\_\_ Mobile: \_\_\_\_\_ \*Email: \_\_\_\_\_

\*Please supply Email address and tick this box  to receive your gas bill via e-billing

Address to which gas is supplied: \_\_\_\_\_

Postcode: \_\_\_\_\_

*Direct Debit form to be completed to sign up for a Gas Account.*

Billing Address (if different from above): \_\_\_\_\_

Postcode: \_\_\_\_\_

If you have had a gas account with us before, please provide the previous address: **Please note a new Direct Debit form must be completed.**

Postcode: \_\_\_\_\_

### Property Details:

Owner:  Tenant:  Other:

Date of Purchase: \_\_\_\_\_ Date of Occupancy: \_\_\_\_\_ (please specify): \_\_\_\_\_

*If you are the tenant then please supply the following details:*

Landlord/Agent Name and Address: \_\_\_\_\_

Landlord/Agent Telephone Number: \_\_\_\_\_

### Tariffs and Date

If you are not the owner of the property and have not had a gas account with us previously, you will be required to pay a deposit of £250

Please indicate your preferred tariff to be invoiced on:  
 If this section is left blank then you will be placed on the tariff that is deemed most beneficial to you

Central Heating  Cooker  Fire

**Please provide the date when gas is required. Please allow 5 working days notice for connection:**

### Agreement

I/We apply for and agree to take a supply of gas at the requested address and to pay the rates in accordance with the terms as stated.

Applicant signature: _____	Joint applicant signature: _____
Print full name: _____	Print full name: _____
Date: _____	Date: _____

## Terms and Conditions for Domestic Customers.

1. BASIS OF CONTRACT
- 1.1 The Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
- 1.2 The Domestic Customer Agreement, together with the payment of any Deposit requested by the Supplier, constitutes an offer by the Customer to purchase gas in accordance with the Conditions (the "Offer"). The Customer is responsible for ensuring that the terms of the Domestic Customer Agreement submitted by the Customer are complete and accurate.
- 1.3 The Offer shall only be deemed to be accepted when the Supplier issues a written acceptance of the Domestic Customer Agreement or begins to supply Gas to the Customer, at which point the Contract shall come into existence.
- 1.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
2. SUPPLY
- 2.1 The Supplier shall supply Gas to the Property in accordance with the Conditions.
- 2.2 Nothing in the Conditions shall be taken as requiring the Supplier to give or continue to give a supply of gas to the Property if (a) the Supplier is prevented from doing so by circumstances not within its control or (b) circumstances exist by reason of which the Supplier's doing so would or might involve danger to the public, and the Supplier has taken all such steps as it was reasonable to take both to prevent the circumstances from occurring and to prevent them from having that effect.
- 2.3 Any date quoted for the commencement of the supply of gas is approximate only, and the time of supply is not of the essence. The Supplier shall not be liable for any delay in the supply of, or for any failure to supply gas that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate instructions or information that is relevant to the supply of the gas.
3. CONSUMERS' RIGHT TO CANCEL THE CONTRACT THIS CLAUSE 3 ONLY APPLIES IF THE CUSTOMER IS A CONSUMER
- 3.1 If the Customer is a Consumer, the Customer may have a legal right to cancel the Contract under the Consumer Protection Act 1991 during the Cancellation Period.
- 3.2 Where applicable, the Customer's legal right to cancel the Contract starts from the date of the commencement of the Contract, which is when the Contract is formed. The Customer has a period of 7 days following the making of the Contract in which it may cancel the Contract (the "Cancellation Period").
- 3.3 To cancel the Contract in accordance with this clause 3, the Customer should, within the Cancellation Period, serve written notice on the Supplier by writing to the Supplier's customer services team.
- 3.4 If the Contract is cancelled in accordance with this clause 3, any sum paid by or on behalf of the Customer under or in contemplation of the Contract (including the Deposit) shall become repayable.
- 3.5 Notwithstanding clause 3.4, the Consumer shall be under a duty to pay in accordance with the cancelled Contract for the supply of Gas and for the provision of any services in connection with the supply of Gas before the cancellation.
4. PRICE AND PAYMENT
- 4.1 The price of the Gas shall be the price set out in the relevant Tariff(s) in force as at the date of supply.
- 4.2 The price of the Gas is based on its calorific value in accordance with the Act. The price includes value added tax (at the applicable rate) and may include any other charges which are required or permitted pursuant to the law.
- 4.3 The Supplier shall render invoices for Gas, together with any Standing Charges, in respect of each calendar month during the term of the Contract.
- 4.4 If the information required for charging purposes under the Contract is not available at any time, the Customer agrees that the Supplier may make such estimates for charging purposes as may be reasonable having regard to the Customer's previous Gas usage, any change(s) in the Customer's circumstances and/or any consumption estimates previously given to the Supplier by the Customer and the Customer shall pay in accordance with such estimates. When the information required for charging purposes becomes available, appropriate adjustments shall be made in any subsequent invoice rendered.
- 4.5 The Customer shall pay the Supplier's invoices in full and in cleared funds by the date specified in the relevant invoice (the "Due Date").
- 4.6 If the Customer fails to make any payment due to the Supplier under the Contract by the Due Date, then the Supplier may, without prejudice to any other right or remedy available to it: (a) levy a late payment fee for each overdue invoice as notified to the Customer in writing; (b) charge the Customer interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the Due Date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount; (c) charge the Customer an administration fee in respect of each communication made by the Supplier to the Customer in respect of any amount which is due but unpaid; and/or (d) recover from the Customer any costs incurred by the Supplier in connection with returned cheques and/or direct debit payments.
- 4.7 If the Customer fails to make any payment due to the Supplier under the Contract within 28 days of the date of the invoice, the Supplier may charge for the Gas in accordance with the flat rate tariff or other tariff from time to time applicable.
- 4.8 If the Customer fails to make any payment under the Contract within 28 days of the date of the invoice, the Supplier shall be entitled to: (a) withdraw from the Deposit such amount required to pay the invoice in full or, if the Deposit is insufficient, to use the Deposit to pay part of the invoice or (b) use any money which it is holding to the credit of the Customer to pay the invoice in full or, if the amount is insufficient, to use that amount to pay part of the invoice.
- 4.9 The Customer shall pay all amounts due under the Contract in full without any set off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 4.10 Where more than one person signs the Domestic Customer Agreement, each signatory shall be jointly and severally liable for their obligations under the Contract (including the obligation to pay all amounts owing to the Supplier).
- 4.11 All payments payable to the Supplier by the Customer shall become immediately due and payable on termination of the Contract. This clause 4.11 is without prejudice to any right to claim for interest under the law or under the Contract.
- 4.12 After the expiry of the period of 12 months from the date on which the Customer paid the Deposit to the Supplier, and provided no amounts are owing to the Supplier and all invoices payable by the Customer have been paid by their Due Date, the Supplier shall, within 2 calendar months of receiving a written request from the Customer, pay the balance (if any) of the Deposit held by it (together with any interest (at such rate as may from time to time be fixed by the Supplier with the approval of the Department of Infrastructure) which may have accrued) to the Customer.
- 4.13 Where more than one person signs the Domestic Customer Agreement, the Supplier may pay any amounts owing to the Customer to any signatory without incurring liability to any other signatory. If the Supplier pays any amounts owing to the Customer into the bank account the details of which are notified to the Supplier by the Customer, such payment shall be an effective discharge of the Supplier's payment obligations.
5. TERMINATION AND SUSPENSION
- 5.1 If the Customer improperly uses or deals with the Gas so as to interfere with the efficient supply of gas by the Supplier (whether to the Customer or to any other person), the Supplier may discontinue the supply of gas to the Customer.
- 5.2 If the Customer has not, after the expiry of 28 days from the making of a written demand by the Supplier for the payment thereof, paid the charges due from the Customer in respect of the supply of Gas, the Supplier may, after the expiry of not less than 7 days' notice of its intention (a) cut off the supply of gas to the Property by disconnecting the service pipe at the Meter or by such other means as it thinks fit and (b) recover expenses incurred in so doing from the Customer.
- 5.3 Where the Supplier has cut off the supply of gas to the Property as a result of any default on the part of the Customer, the Supplier shall not be under any obligation to resume the supply of gas to the Customer until the Customer has made good the default and paid the reasonable expenses of reconnecting the supply.
- 5.4 Where the supply of gas to the Property has been cut off by the Supplier, no person shall, without the Supplier's consent, restore the supply.
- 5.5 The Customer may, where no amounts are owing to the Supplier, terminate the Contract on giving not less than 5 Business Days' written notice to the Supplier.
- 5.6 If the Customer quits the Property without giving notice to the Supplier so that it is received by the Supplier at least 24 hours before the Customer quits the Property, the Customer shall be liable to pay the Supplier all charges in respect of the supply of Gas to the Property accruing due up to whichever of the following first occurs: (a) the 28th day after the Customer gives such notice to the Supplier; (b) the next day on which the register of the Meter falls to be ascertained; and (c) the day from which any subsequent occupier of the Property requires the Supplier to supply gas to the Property.
- 5.7 On termination of the Contract for any reason the Supplier shall raise an invoice in respect of all charges for Gas used which has not been invoiced, any Standing Charges which have not yet been invoiced and additional charges payable.
- 5.8 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices (including any invoice(s) raised in accordance with clause 5.7 and interest.
- 5.9 On termination of the Contract for any reason, and provided no amounts are owing to the Supplier, the Supplier shall pay the balance (if any) of the Deposit held by it (together with any interest (at such rate as may from time to time be fixed by the Supplier with the approval of the Department of Infrastructure) which may have accrued) to the Customer within (60) days of termination.
- 5.10 On termination of the Contract for any reason, and provided no amounts are owing to the Supplier, the Supplier shall pay any credit held by it in connection with the Customer's account with the Supplier to the Customer within (60) days of termination.
- 5.11 Where more than one person signs the Domestic Customer Agreement, the Supplier may pay any amounts owing to the Customer to any signatory without incurring liability to any other signatory. If the Supplier pays any amounts owing to the Customer into the bank account the details of which are notified to the Supplier by the Customer, such payment shall be an effective discharge of the Supplier's payment obligations.
- 5.12 The Customer agrees that if, upon the expiry of the period of 12 months following the termination of the Contract, the Supplier is holding any money on behalf of the Customer due to the fact that a cheque which the Supplier sent to the Customer at the contact address notified to the Supplier by the Customer has been returned or cancelled by the bank, (or a BACS payment made to the bank account nominated by the Customer has been returned), the Supplier shall be released from its obligations to hold that money for the Customer and to pay that money to the Customer and shall become the legal and beneficial owner of that money.
- 5.13 Termination of the Contract, however arising, shall not affect any of the rights, remedies, obligations and/or liabilities that have accrued to the Supplier and/or the Customer prior to termination or which arise from termination.
- 5.14 If the Customer quits the Property without paying all amounts due by way of charges in respect of the supply of Gas, the Supplier may refuse to supply gas to the Customer at any other premises until the Customer pays the amounts due.
- 5.15 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.
6. WARRANTIES
- 6.1 The Customer warrants that it is the owner or occupier of the Property and that it has the power and authority to enter into the Contract.
- 6.2 The Customer warrants that it shall provide or procure the provision of safe and unrestricted access to the Property for the Supplier (and its employees, agents and contractors) on reasonable notice (or, in the case of an emergency, without notice) for the purpose of inspecting, installing, operating, testing, maintaining, repairing and/or replacing any appliance connected to the gas supply and/or for any other purpose specified in the Act.
- 6.3 The Customer warrants that it shall not allow any work to be made (other than by a Gas Safe registered engineer with the Supplier's prior written approval) any modifications or alterations to any appliance connected to the gas supply.
- 6.4 The Customer warrants that it shall not allow anyone else (other than by a Gas Safe registered engineer with the Supplier's prior written approval) to tamper with any appliance connected to the gas supply.
- 6.5 The Customer warrants to take reasonable care to ensure that the Meter is not damaged or interfered with.
- 6.6 The Customer warrants to notify the Supplier immediately if the Meter is damaged, if there is a fault (or any other problem) with the Meter or if the Customer believes that the Meter may have been interfered with.
7. USING THE CUSTOMER'S INFORMATION
- 7.1 The Supplier may collect information relating to the Customer from third parties including financial institutions, identification verification agencies, credit providers and credit reference agencies for the purposes of maintaining the Customer's account with the Supplier, identification verification, conducting credit or other financial checks, etc. By making the Offer, the Customer consents to the Supplier's collection and processing of the Customer's information for these purposes.
- 7.2 By making the Offer, the Customer consents to the Supplier and its agents using and disclosing information relating to the Customer for the following purposes: (a) to set up, manage and administer the Customer's account with the Supplier and to fulfil the Contract; (b) for the purposes of administration, research and analysis; (c) to contact the Customer about products which the Supplier and/or any of its selected partners offer; (d) to offer the Customer accounts services and products from time to time. To help the Supplier and its agents to make such offers, they may use an automated scoring system, which also uses information from credit reference agencies, as well as other companies; (e) to create statistics, test computer systems, analyse customer information and create profiles; (f) to analyse the Customer's credit risk; (g) to help to prevent and detect fraud and loss; (h) to monitor and improve the quality of service offered by the Supplier; (i) for staff training purposes; and (j) in order to comply with legal requirements and obligations to third parties.
- 7.3 By making the Offer, the Customer consents to the Supplier disclosing the Customer's information: (a) if required by law; (b) if the Supplier believes in good faith that such action is necessary to (i) comply with any law or to comply with legal process served on the Supplier; (ii) protect and defend the Supplier's rights or property or (iii) act to protect the personal safety of other customers of the Supplier or the public; (c) to governmental or national authority; (d) to third parties for the purposes of making any payments owing to the Customer or receiving any payments from the Customer; (e) to any payment management company engaged by the Supplier to handle payment and collection processes from its customers; (f) to third parties who provide services to the Supplier or on the Supplier's behalf; (g) to any third party that purchases the Supplier or the Supplier's business; (h) with the Customer's consent; and (i) for the purposes of disaster recovery.
- 7.4 By making the Offer, the Customer consents to the Supplier sharing Customer information which it holds with third parties: (a) to help to prevent and detect debt, fraud or loss and (b) in connection with existing and/or future legal action.
- 7.5 By making the Offer, the Customer consents to its information being transferred to a country or territory outside the Isle of Man.
- 7.6 By making the Offer, the Customer consents to the Supplier (and other members of its group) contacting the Customer with marketing messages to advise the Customer of goods, services, promotions and special offers that the Supplier (and/or other group members) think may be of interest to the Customer. If the Customer does not wish to receive such marketing communications, the Customer can opt out by contacting the Supplier's customer services team. Any telephone calls between the Customer and the Supplier and/or the Customer and the Supplier's agent(s) may be recorded for training and/or security purposes.
- 7.7 In the event that the Customer discloses the information of a third party to the Supplier, the Customer warrants to the Supplier that the Customer has obtained the consent of such third party to the use by the Supplier of their information in accordance with the conditions.
8. LIMITATION OF LIABILITY
- 8.1 Nothing in the Conditions shall limit or exclude the Supplier's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable), or resulting from an act or omission of the Supplier; (b) fraud or fraudulent misrepresentation; or (c) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 8.2 Subject to clause 8.1: (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with the Contract; and (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed £1 million for each event that causes you loss or, if there are a number of connected events that cause you loss, the supplier's total liability will be limited to no more than £1 million in total for these events.
9. FORCE MAJEURE
- 9.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.
- 9.2 For the avoidance of doubt, an inability to pay the amounts due under the Contract will not constitute a Force Majeure Event and nothing in the Conditions shall relieve or be deemed to relieve either the Supplier or the Customer of its obligations to make any payments due under the Contract.
10. GENERAL
- 10.1 Assignment and other dealings  
(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract provided this does not serve to reduce the guarantees for the Customer; and (b) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 10.2 Notices  
(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or such other address as that party may have specified to the other party in writing in accordance with this clause 10.2 and shall be delivered personally, sent by prepaid first class post or other next working day delivery service, commercial courier, fax (or email). (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 10.2(a) if sent by prepaid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or sent by fax (or email), one Business Day after transmission (c) The provisions of this clause 10.2 shall not apply to the service of any proceedings or other documents in any legal action.
- 10.3 Severance  
(a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 10.3 shall not affect the validity and enforceability of the rest of the Contract; (b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable.
- 10.4 Waiver. A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 10.5 Third party rights. A party who is not party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of the Contract. This does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 10.6 Variation. Except as set out in the conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and approved by the Supplier.
- 10.7 Statutory rights. Nothing in the Conditions shall affect the Customer's rights under the law of the Isle of Man.
- 10.8 Governing law. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non contractual disputes), shall be governed by and construed in accordance with the law of the Isle of Man.
- 10.9 Jurisdiction. Each party agrees that the courts of the Isle of Man shall have non exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non contractual disputes).

These terms and conditions are an abridged version.

For the full and latest terms and conditions please visit our website at [www.manxgas.co.im](http://www.manxgas.co.im)

Manx Gas Ltd, Murdoch House, South Quay, Douglas, Isle of Man, IM1 5PA

