

Domestic Customer Agreement



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

Applicant Details		Joint Applicant Details	
Title Mr/Mrs/Miss/Other:		Title Mr/Mrs/Miss/Other:	
Surname:		Surname:	
Forenames:		Forenames:	
Date of Birth:		Date of Birth:	
Employer:		Employer:	

Contact Details			
Home:	Mobile:	Home:	Mobile:
Work:	Fax:	Work:	Fax:
Address at which supply is requested:			
Postcode:			
Billing Address (if different from above):			
Postcode:			

Property Details			
Owner Occupier: <input type="checkbox"/>	Owner: <input type="checkbox"/>	Tenant: <input type="checkbox"/>	Other (please specify): <input type="checkbox"/>
Date of Purchase:	Date of Purchase:	Date of occupancy:	
<i>If tenant, please supply the following details:</i>			
Landlord/Agent Name and Address:			
Landlord/Agent Telephone Number:			

Domestic Customer Agreement



Please complete the whole form

Tariff and Date

Please Indicate your preferred tariff to be invoiced on:

Star Saver - Central Heating Cooker Fire

If this section is left blank then you will be placed on the tariff that is deemed most beneficial to you.

IMPORTANT - Date Gas required:

Deposit

Before providing a supply of gas to a new customer, Manx Gas will require a deposit unless you own the property concerned. The amount of the deposit will be notified to you and must be paid at least 5 working days before the supply is commenced. If the gas supply requires reconnecting, a reconnection fee will also be payable.

All deposits will be retained by Manx Gas for a minimum period of twelve months ("the deposit period") and, thereafter, provided the Customer's account is not outstanding (and all accounts to date have been paid within twenty eight days of issue), may be reclaimed by the Customer with interest within two calendar months following the end of such period. In the event that this agreement is duly terminated during the deposit period and all the Customer's accounts had been paid in full, Manx Gas will repay the deposit to the Customer within two calendar months of the termination of supply. No interest will accrue on any deposit retained by Manx Gas for a period of less than three months.

Deposit receipt number:

Amount of deposit:

Last address occupied by customers to which gas supply provided:

Postcode:

Agreement

I/We apply jointly and severally for a supply of gas on Tariff to the Premises stated above from (Date:) and agree to be bound by the terms of this Agreement and the Manx Gas Terms of supply in force from time to time.

If any of the customers detailed above, have any unpaid and outstanding accounts with Manx Gas relating to any previous supply of gas ("past accounts"), whether to the Premises or otherwise, Manx Gas reserve the right to delay the supply of gas to the Premises until such time as the past accounts together with any costs or expenses in respect thereof have been paid in full.

Applicant signature:

Joint applicant signature:

Date:

Date:

Data Protection

We note that information provided on this Agreement may be held on computer by the Company and used for administration, research, analysis and keeping me/us informed of gas and gas related products and services. It may also be used for credit assessment and fraud prevention and be disclosed to third parties for the same purposes. I/We consent to such information being used for the purposes specified above.

Manx Gas Ltd
Murdoch House, South Quay, Douglas, Isle of Man IM1 5PA
Registered Number: 061162C

Terms and Conditions

Manx Gas Limited hereinafter referred to as "the Company" shall supply gas to customers in accordance with the terms of the Gas Regulation Act 1995 and the terms and conditions of this Agreement. A charge for gas supplied will be made according to the number of units supplied, calculated in the manner prescribed by law on the basis of the declared calorific value of the gas, together with value added tax at the applicable rate and any other charges that it is required by law or regulation to make in respect of the supply.

1. I/We agree to use the supply of gas only for the services applicable to the Tariff stated on the Customer Agreement Form. I/We undertake to notify the Company immediately in the event of a change in use.
2. I/We acknowledge and agree that the Company may estimate my/our consumption of gas for billing purposes. The invoice will show if it is based on an estimated amount. If it differs from the actual amount of gas consumed in the event that I/we provide a self meter reading, a revised invoice may be issued.
3. I/We acknowledge and agree that, if my/our account remains outstanding for 28 days after the date of issue of the invoice, the Company may, at its discretion, charge for the gas in accordance with the flat rate tariff A, or any other tariff from time to time.
4. In the event that I am/We are in breach of this Agreement or my/our account is outstanding after such period of 28 days, the Company may, at its discretion, apply all or any part of the deposit in satisfaction of such default and, if no further deposit is provided by me/us, terminate the supply of gas on not less than seven days' notice and recover any outstanding amounts from me/us.
5. I/We acknowledge and agree that until such time as each invoice is paid in full and I/we have given not less than 48 hours' prior written notice to the Company to terminate this Agreement, I/we jointly and severally remain responsible for the payment of all charges relating to the supply of gas to the Premises accruing up to whichever of the following events occur, namely:
 - i) the 28th day after I/we give notice to the Company; or
 - ii) the day on which the meter is next due to be read; or
 - iii) the day from which any subsequent occupier of the Premises requires the Company to supply gas to the Premises.

The Company may, at its discretion, refuse to furnish the Customer with a supply of gas at any other premises until all outstanding amounts due to the Company under this Agreement have been paid in full by the Customer.

6. Where the supply of gas has been duly terminated in accordance with this Agreement and the customer's account is paid in full and no other amounts remain due and payable to the Company whether in respect of the supply of gas, or otherwise, the Company shall repay the deposit (if any) to the customer together with interest thereon within 30 days of the termination of the supply. To the extent that I/we owe any other monies to the Company, whether relating directly to the supply of gas to the Premises or otherwise, I/we agree that before returning such deposit and accrued interest, the Company may apply all or part of the deposit towards the payment of my/our outstanding liabilities and, in the event that there is any balance then outstanding, repay the balance of the deposit, together with the accrued interest thereon, to me/us.

7. I/We agree:-

- i) to provide the Company unrestricted access to the Premises on reasonable notice (or in the case of an emergency only without notice), for the purpose of inspecting, testing, repairing any appliance connected to the gas supply or otherwise for the purpose specified in the Gas Regulation Act 1995;
- ii) not to make any modifications or alterations or tamper with any appliance connected to the gas supply other than through a CORGI registered tradesman, with the prior approval of the Company; and
- iii) that where the Company (or its subsidiaries) is providing any maintenance or other services to me/us and my/our account in respect of the same is outstanding at the date of any invoice issued in relation to the supply of gas, the Company may, at its discretion apply any monies standing to our credit (where as a result of direct debit or otherwise) in settlement of such outstanding account(s).

In the event that the Customer improperly uses or deals with the gas so as to interfere with the efficient supply of gas by the Company, the Company may, if it thinks fit, discontinue the supply of the gas to the Customer.

8. I/We acknowledge and agree that the Company shall have no liability whatsoever to me/us, nor any other person in occupation at the Premises, nor be deemed to be in default of this Agreement as a result of any delay or failure to supply gas to the extent that any such delay or failure arises from causes beyond its control; including, but not limited to, acts of God, acts or regulations of any governmental or national authority, war or national emergency, accident, fire, riot, strikes, lock outs and industrial disputes.

9. A minimum charge for each period specified on the invoice may be made by the Company in respect of each gas supply to the Premises.

10. In cases where the supply of gas has been cut off as a result of any default of the Customer, the Company shall not be under any obligation to resume the supply of gas to the Customer at the Premises unless the Customer has made good the default and paid a reconnection fee. In such circumstances reconnection may take up to five working days. Where any supply of gas has been cut off, no person shall, without the Company's consent, restore the supply.

11. This Agreement may not be assigned without the Company's prior written consent.

12. Nothing in the Agreement affects the Customer's statutory rights under Isle of Man law.

13. Nothing in this Agreement requires either the Company to supply or continue to provide a supply of gas to any premises if it is prevented from doing so by circumstances not within its control; or circumstances exist by reason of which its doing so would or might involve danger to the public, and it 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.

14. This Agreement shall be governed by the laws of the Isle of Man and the parties submit to the non-exclusive jurisdiction of the Manx courts.

15. No failure or delay by the Company in exercising any remedy, right, power or privilege under or in relation to this Agreement shall operate as a waiver of the same nor shall a single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.

16. I/We acknowledge and agree that the Company may charge a fee to recover administration expenses in seeking recovery of any debt incurred outside of normal trading terms, or as a result of a dishonoured cheque or direct debit.

..... Signature

..... Signature

Manx Gas Ltd

Murdoch House, South Quay, Douglas, Isle of Man IM1 5PA
Registered Number: 061162C