

Commercial Customer Agreement



Please complete all sections of this form in BLOCK CAPITALS. Print, sign and return to:
Jersey Gas Company Limited, Thomas Edge House, Tunnell Street, St Helier, Jersey JE4 8RE.

For the way you want to live

For office use only

Property No:	Customer No:		
Deposit required:	Email provided:	Deposit paid:	DD form received:
Input by:	TTO required:		

Company details

Company name:	
Registration number:	ISE Exemption number:
Please provide the date when gas is required: Please allow 5 working days notice for connection.	

Contact details

Telephone:	Mobile telephone:
Fax:	Email*:
*Please supply E-mail address and tick this box <input type="checkbox"/> to receive your gas bills via e-billing	
Address to which gas is to be supplied:	
	Postcode:
Direct Debit form to be completed to sign up for a Gas Account	
Billing address (if different from above):	
	Postcode:

Are you vacating existing premises?

If you have had a Gas account, HP account or Service Care agreement with us before, please provide the previous address:	
	Postcode:
Please note a new Direct Debit form must be completed	
Date for final reading:	
When leaving premises supplied by gas please give at least 5 working days notice to the company.	

Property details

Owner/Occupier:	Date of Purchase:	Tenant:	Date of Occupancy:	Other:	(please specify)
Landlord/Agent Name:		Contact Number:			
Address:		Postcode:			
You will be required to pay a security deposit, the value of which is dependant on the volume of gas estimated to be consumed					

Nature of business

Shop, restaurant etc.

Tariff

Standard	LPG Cylinders
Commercial	LPG Bulk

Agreement

I/We apply for and agree to take a supply of gas at the requested address and to pay for the same at the rates in force as in accordance with the terms and conditions as stated in the document supplied with this application form.

Applicants title within Company:	Applicants title within Company:
Applicant signature:	Joint applicant signature:
Print full name:	Print full name:
Date:	Date:

Jersey Gas Terms and Conditions for Commercial Customers

These terms and conditions are an abridged version. For the full and latest terms and conditions please visit our website at www.jsygas.com.

Law: the Jersey Gas Company (Jersey) Law 1989.

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 (subject to applicable law) are implied by statute, trade, custom, practice or course of dealing.
- 1.2 The Commercial 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 Commercial 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 Commercial 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 the Supplier is entitled not to supply, or is entitled to cease to supply, Gas to the Property pursuant to these Conditions or the Law.
- 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. PRICE AND PAYMENT

- 3.1 The price of the Gas shall be the price set out in the relevant Tariff(s) in force as at the date of supply.
- 3.2 The Supplier's invoices may include any charges which are required or permitted pursuant to the Law. The price of the Gas and any charges exclude goods and services tax (at the applicable rate) which will be added at the point of invoice.
- 3.3 The Supplier shall render invoices for Gas, together with any Standing Charges, in respect of each calendar month during the term of the Contract.
- 3.4 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 changes 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.
- 3.5 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").
- 3.6 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 or direct debit payments.
- 3.7 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 Standard Flat rate A tariff" or other tariff from time to time applicable.
- 3.8 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 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.
- 3.9 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.
- 3.10 Where more than one person signs the Commercial 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).
- 3.11 All payments payable to the Supplier by the Customer shall become immediately due and payable on termination of the Contract. This clause 3.11 is without prejudice to any right to claim for interest under the law or under the Contract.
- 3.12 Without prejudice to clause 4.4, 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 to the Customer (together with any interest (at such rate as may from time to time be fixed by the Supplier) which may have accrued for every 6 months during which the deposit remained with the Supplier) to the Customer.
- 3.13 Where more than one person signs the Commercial 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.

4. TERMINATION AND SUSPENSION

- 4.1 The Supplier may refuse to supply, or may discontinue the supply of, Gas to the Customer in the circumstances provided under the Law.
- 4.2 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) without prejudice to the generality of Clause 4.1, stop the Gas from entering the property either by cutting of the service pipe or by other means the Supplier thinks fit and (b) recover the cost incurred in doing so from the Customer.
- 4.3 Where the supply of Gas to the Property has been cut off by the Supplier, no person shall, without the Supplier's consent or except pursuant to any directions given by the Minister for Infrastructure, restore the supply.
- 4.4 The Supplier may, after having supplied Gas to the Property where the Customer has not given a Deposit, or has given a Deposit which has become invalid or insufficient, by notice in writing require the Customer within a week from the service of the notice to give the Supplier a Deposit for the payment of all sums which may from time to time become due in respect of the supply of Gas, and if the Customer fails to comply with the terms of the notice, the Supplier may discontinue the supply of Gas to the Property for so long as the failure continues.
- 4.5 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.
- 4.6 If the Customer vacates the Property without giving at least 24 hours' notice in writing to the Supplier 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 next usual day on which the register of the Meter fails to be ascertained at the Property and (b) the day from which any subsequent occupier of the property requires the Supplier to supply gas to the Property.
- 4.7 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.
- 4.8 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 4.7) and interest.
- 4.9 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) to the Customer within 60 days of termination.
- 4.10 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.
- 4.11 Where more than one person signs the Commercial 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.
- 4.12 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.
- 4.13 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.
- 4.14 If the Customer vacates 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 until the Customer pays the amounts due.
- 4.15 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

5. WARRANTIES

- 5.1 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.
 - 5.2 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 Law.
 - 5.3 The Customer warrants that it shall not make nor allow to be made (other than by a Gas Safe registered engineer or other appropriately qualified engineer) any modifications or alterations to any appliance connected to the Gas supply.
 - 5.4 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.
 - 5.5 The Customer warrants that it shall take reasonable care to ensure that the Meter is not damaged or interfered with.
 - 5.6 The Customer warrants that it shall 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.
- ### 6. USING THE CUSTOMER'S INFORMATION
- 6.1 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.
 - 6.2 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 and 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 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 prevent loss or fraud, (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.
 - 6.3 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) to comply with any law or to comply with legal process served on the Supplier, (ii) protect or defend the Supplier's rights or property or (iii) act to protect the safety of other customers or the public, (c) to government 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.
 - 6.4 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.
 - 6.5 By making the Offer, the Customer consents to its information being transferred to a country or territory outside Jersey and the European Economic Area.
 - 6.6 By making the Offer, the Customer consents to the Supplier and other members of its group contacting the Customer with marketing messages (by SMS, email, fax, phone, post or otherwise) to advise the Customer of goods, services, promotions and special offers that the Supplier 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 at sales@jsygas.com or by writing to the Supplier's customer services team at Thomas Edge House, Tunnell Street, St Helier, Jersey, JE4 8RE. The Customer will also be able to opt out by following the respective unsubscribe or opt out mechanisms detailed in the Supplier's and/ or the group member's electronic communications. 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.
 - 6.7 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.

7. LIMITATION OF LIABILITY

- 7.1 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.
- 7.2 Subject to clause 7.1: (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), or restitution or for breach of statutory duty, or misrepresentation, or otherwise, for any loss of profit, or loss of goodwill, or loss of business, or loss of business opportunity, or loss of anticipated saving, or loss or corruption of data or information, or special, indirect or consequential damage suffered by the customer that arises under or in connection with the Contract.
- 7.3 Subject to clauses 7.1 and 7.2 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 the Customer loss or, if there are a number of connected events that cause the Customer loss, the Supplier's total liability will be limited to no more than £1 million in total for these events.

8. FORCE MAJEURE

- 8.1 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.
- 8.2 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.

9. GENERAL

- 9.1 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.
- 9.2 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 9.2, and (subject always to the express requirements of clause 4.6) 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 9.2(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 if sent by fax or email, one Business Day after transmission.
 - (c) The provisions of this clause 9.2 shall not apply to the service of any proceedings or other documents in any legal action.
- 9.3 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 9.3 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, and to the greatest extent possible, achieves the intended commercial result of the original provision.
- 9.4 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. No failure or delay by a party to exercise any right or remedy provided under the Contract or by the law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.5 Third party rights. A person who is not a party to the Contract shall not have any rights to enforce any term of the Contract.
- 9.6 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.
- 9.7 Statutory rights. Nothing in the Conditions shall affect the Customer's or the Supplier's statutory rights under the law of Jersey.
- 9.8 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 or claims), shall be governed by, and construed in accordance with the law of Jersey.
- 9.9 Jurisdiction. Each party irrevocably agrees that the courts of Jersey 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).