



Go Power Gas Supply Deemed Contract Scheme

In accordance with its Gas Supply License, Go Power is required to make a scheme for determining the terms and conditions of its Deemed Contracts.

This Gas Supply Deemed Contract Scheme (the “**Scheme**”) is made pursuant to section 16A (5) Energy (Miscellaneous Provision) Act, 1995, (Deemed Contracts) Regulations 2015 and the Gas Supply Licence awarded to Go Power. It explains the terms and conditions that will apply to a Deemed Contract, being a contract that, by law, is imposed between parties where no existing contractual relationship exists (a “**Deemed Contract**”).

Definitions

“**Commission**” means Commission for Regulation of Utilities;

“**Contract of Supply**” means an agreement entered into between a Licence Holder and a person for the supply of electricity or gas;

“**Customer**” means a domestic or non-domestic customer who is the owner/s or occupier/s of a premises as within the meaning of the Gas Supply Licence;

“**Deemed Contract**” A contract between Go Power and a Customer deemed to have been made

“**Domestic Customer**” means a customer supplied with gas at a premises where the supply of gas is taken wholly or mainly for a domestic purpose;

“**Gas Order**” means the Energy (Miscellaneous Provision) Act, 1995, (Deemed Contracts) Regulations 2015

“**Gas Supply Licence**” means the Gas Supply Licence granted to LCC Group Ltd T/A Go Power by the Utility Regulator.

“**Last Resort Supply Direction**” means a direction given by the CRU to a gas supplier requiring it to make available a supply of gas to premises previously supplied by another supplier;

“**Licence Holder**” means— (a) the holder of a licence to supply electricity granted under section 14 of the Act of 1999, or (b) the holder of a licence to supply gas granted under section 16 of the Act of 2002.

“**Meter**” means an apparatus which registers and records or causes to be registered and recorded the quantity of electricity or gas supplied to a premises;

“**Network Operator**” means Gas Networks Ireland or its successors, transferees or assignees or any other organisation which at any time acts as operator of the pipeline system forming the gas distribution networks that Go Power use.

“Notice” means the notification served on the owner or occupier of the premises as referred in Section 16A of the Act of 1995;

“Non-domestic Customer” has the meaning given to such term as in the Gas Supply Licence;

“Owner or occupier” means the owner or occupier or the owners or occupiers of a premises;

“Premises” means any building or any structure, vehicle or vessel (whether mobile or not) or part of it occupied as a separate dwelling or place of business and includes any garden or portion of grounds attached to and usually occupied with the dwelling or place of business or otherwise required for the amenity or convenience of the dwelling;

“Principal Terms” has the same meaning as in the Gas Supply Licence;

“Registered Licence Holder” means in respect of a premises the Licence Holder who for the time being is registered with the relevant Distribution System Operator, as the supplier of electricity or gas for that premises;

“Scheme” means these Terms and Conditions pursuant to Section 16A (5) Energy (Miscellaneous Provision) Act, 1995, (Deemed Contracts) Regulations 2015

“Terms and Conditions of Supply” means the general terms and conditions of Go Power available on our website; and

“Utility Regulator” means the Commission for Regulation of Utilities



Application

The Scheme will apply to any gas supply point registered to Go Power (“Go Power”). It will apply where a customer has never entered into a contract with Go Power and where they have moved into a property where gas is already provided by Go Power and they have not agreed to a contract in advance. The Scheme will also apply to a **customer who has decided not to agree a new supply contract (on the expiry of a previously signed contract)**.

For any domestic customer; who has never entered into a contract, who moved into a property where gas is already provided by Go Power, a contract hasn’t been agreed in advance and the customer has decided not to agree a new supply contract (on the expiry of a previously signed contract) will roll onto the standard evergreen contract. As a result the standard terms and conditions of gas supply would apply, not the Deemed Contract Scheme.

Terms and Conditions

- Where Go Power supplies gas to a Customer under a Deemed Contract, no termination fee or other compensation will apply solely due to the Customer terminating the Deemed Contract. Notwithstanding the foregoing the Customer will remain liable for any consumption or charges outstanding at the premises under the Deemed Contract until such charges are fully discharged.
- **Point is Applicable to Commercial (Non-Domestic customers) Only** - The terms and conditions that will apply to a Deemed Contract are the same as those applicable to a contract agreed between parties for the same product, except that the charges made to the customer will be calculated with reference to deemed rates. The standard terms and conditions and the method for calculating deemed rates are not unduly onerous and are available upon request from Go Power, as per the contact details below. Go Power will provide a copy of the Deemed Contract within a reasonable time upon request.
- Where a Customer intends the premises to be supplied with gas under a gas supply agreement with Go Power or any other gas supplier, the Deemed Contract will continue to have effect until Go Power or the other gas supplier, as appropriate, begins to supply gas to the premises under a signed gas supply agreement.
- Where Go Power supplies gas to a customer’s premises under a Deemed Contract all reasonable steps will be taken to provide that customer with a notice:
 - setting out the principal terms of the Deemed Contract,
 - provide that Customer with a notice confirming that the Customer’s premises is being supplied under a Deemed Contract,
 - informing the Customer that contracts with terms and conditions that may be different from the terms and conditions of Deemed Contracts may be available from Go Power,
 - and to enter into a contract with the customer as soon as reasonably practicable.



- The deemed rates applicable to a particular site, which will necessarily vary between sites as they include charges associated with the profile of the site (the level of which is set by the relevant Network Operators), will be set out by Go Power in writing to the customer.
- Where a meter at a site is not read immediately before the time at which the customer took responsibility for a site, Go Power reserves the right to estimate the quantity of gas supplied to the site (based upon the data it holds) until the time that the meter is read or the customer ceases to take supply of the gas or Go Power ceases to supply gas to the premises under the deemed contract.
- If the gas supply point is subject to a Last Resort Supply Direction then the Deemed Contract is automatically terminated from the date the Last Resort Supply Direction comes into effect.

Go Power's obligations

- The law and Go Power's gas supply licence provide that it must act in a certain way in relation to Deemed Contracts. Go Power's processes are designed to ensure that these obligations are met.
- The agreement starts when the customer starts taking a supply of gas from Go Power.
- The scheme is governed by the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction in relation to this scheme.

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