

By signing the District Heating Supply Registration Conditions, the customer agrees to and is bound by these Conditions. Frontline Energy and Environmental Limited (Frontline) reserves the right to amend these conditions from time to time. Any amendment to these Conditions will take effect and will bind the Customer Conditions. FEE reserves the right to amend these Form the Customer agrees to and is bound by these three days after notice of the amendment has been sent to the Customer. A copy of the most recent version of the Conditions is available on request in writing to FEE.

1. DEFINITIONS

In these Conditions: "Address" means the apartment address supplied to the Customer in the District Heating Supply Registration Form at which the Service will be provided. "Billing Period" means a period of two calendar months or other period specified by the OMC. (Owners Mgt Company) "Frontline" means Frontline Energy and Environmental Ltd. "Commencement Date" means the date the customer signs the lease agreement and is responsible for the supply from that date.

"Conditions" means these terms and conditions of supply and any amendments, alterations or revisions made to them after the date hereof. "Contract" means the District Heating Supply Registration Form together with these Conditions. "Customer" means any person, firm, company or unincorporated association who has executed the District Heating Supply Registration Form and to whom Frontline is providing the required supply. "Deposit" means the Euro deposit recorded as such on the District Heating Supply Registration Form, to be paid to Frontline in accordance with the provisions of clause 5.1 of these Conditions; "Development" means the apartment development that you reside "District Heating Bill" means the bill dispatched to the Customer detailing the number of kWh of heat consumed by the Customer at the Address during the last Billing Period, the Standing Charge and vat for the Address for the last Billing Period, and the sum of those, being the total amount due to Frontline for the provision of the Services.

"District Heating Supply Registration Form" means the note of Customer details and other particulars on the online form on the residential platform www.frontlineresi.ie The "District Heating System" means the system installed in the Development for distributing heat generated in a centralised boiler to all apartments in the Development to meet the resident's space and water heating requirements. "Equipment" means the satellite district heating unit, excluding the Heat Meter, installed in the Customer's apartment, and connected to the District Heating System. "Heat Charge" means the fee payable to Frontline per kWh of heat used by the Customer. "Heat Meter" means the meter installed in the Equipment, which records on a continuous basis the number of kWh of heat being consumed at the Address; The "Management Company" means the management company responsible for the Development. "Payment Period" means the period of fourteen (14) days from the date of each District Heating Bill. "Service" means the supply by Frontline of heat for use by the Customer at the Address to generate heat and hot water. "Standing Charge" means the fixed monthly fee payable by the Customer to Frontline for the provision of the Service.

"Term" shall mean the period from the Commencement Date until either the Customer or Frontline terminate this Contract in accordance with the provisions of paragraph 9 below.

2. SUPPLY OF SERVICE

2.1 Subject to the provisions of paragraph 5 below, Frontline agrees to provide the Service to the Customer at the Address during the Term.

2.2 Frontline is not responsible for the continued operation and maintenance of the Heat Meter. Frontline are the operator of the communal heat system up to the point of entry of service up to the inlet valve on the property

2.3 Frontline reserves the right to make reasonable changes to the District Heating System and the Equipment to meet operational and regulatory requirements.

2.4 Frontline has the right to sub contract the provision of any of the Services.

2.5 Frontline shall, so far as practicable, notify the Customer of any planned maintenance shut down requirements, which may result in the Customer being without the use of heat or hot water.

3. TITLE AND RISK

The Equipment shall at all times remain the property of the Management Company and risk in the Equipment shall at all times be with the Management

Company. The Heat Meter shall at all times remain the property of the Management Company.

4. OBLIGATIONS OF THE CUSTOMER

4.1 The Management Company is responsible for the continued operation and maintenance of the Internal Equipment. Frontline has no obligation to maintain or service the internal Equipment. However, Frontline has a maintenance service available to the Management Company. Details of this service are available to the OMC at their request or the owner of the property

4.2 The Heat Meter is and shall remain the property of the Management Company. The Customer shall not tamper with or in any way attempt to alter or allow any other person to tamper with or attempt to alter the Heat Meter. If Frontline discovers that the Customer has tampered with or altered the Heat Meter or attempted to do so, it is hereby expressly agreed that this will be considered a fundamental breach of the terms of the Contract and Frontline may, in its sole discretion, terminate the Contract with immediate effect. If we receive an error from any of the metering equipment, we will notify the OMC as soon as possible. In the event of us being unable to obtain a read an estimated bill will be issued for this apartment, this estimate will be based on the same usage for this period last year. If a meter is replaced, the read will go back to zero kWh. If a tenant disputes an estimated bill this will be discussed with the OMC on a case-by-case basis.

4.3 The Customer shall and hereby agrees to allow Frontline access to the Address on reasonable prior notice at a time agreed with the Customer at least once annually (or more frequently and without notice if, for health and safety reasons, Frontline requires emergency access) for the purpose of Frontline carrying out servicing and maintenance on the Heat Meter on the request from the OMC

4.4 The heat supplied by Frontline is to be used solely for the Customer's domestic hot water and domestic heating needs.

5. PRICING AND PAYMENT

5.1 Customer shall pay to Frontline the Deposit on or before the Commencement Date. Frontline shall be entitled to apply all or part of the Deposit in satisfaction of any payments which are overdue to Frontline from the Customer, whether in respect of Standing Charges or Heat Charges or otherwise under the provisions of these Conditions. Frontline shall return the balance remaining of the Deposit to the Customer within 15 days of the expiration of the Term (whether through effluxion of time or otherwise).

5.2 The Customer agrees to pay the Standing Charge and the Heat Charge as set out on the District Heating Bill in cleared funds within the Payment Period.

5.3 It is hereby expressly agreed that, if the Customer does not pay a District Heating Bill within the Payment Period, this will be considered a fundamental breach of the terms of the Contract and Frontline may, at its option, either suspend all further Services to be provided to the Customer until such bill has been paid, or terminate the Contract with immediate effect.

5.4 The Customer shall make all payments without setoff or counterclaim and free of all withholdings and deductions.

5.5 Whenever under this Agreement any sum of money shall be recoverable from or payable by the Customer to FEE, the same amount may be deducted from any sum then due or which may at any time thereafter may become due to the Customer under this or any other agreement between the Customer and FEE or any company within the FEE Company of companies. Nothing in this clause shall prejudice any other rights or remedies available to FEE under this Agreement or at law. 5.6 FEE will endeavour to give the maximum amount of notice re price fluctuations.

6. LIABILITY

6.1 Limit on Liability: Frontline's total liability to the Customer under or in connection with this Contract whether in contract, tort (including negligence) or otherwise shall not exceed in aggregate the total fees for Services received by FEE Company from the Customer during the previous 12 months.

6.2 No Consequential Losses: Frontline shall not under any circumstances be liable to the Customer for any consequential, special, incidental or punitive loss or damage (whether for loss of current or

future profits, loss of enterprise value or otherwise) and whether occasioned by the negligence of FEE, its employees or agents or otherwise, even if advised of the possibility of such damages, by reason of any representation or warranty, condition or other term or any duty of common law, or under the express terms of these Conditions

7. FORCE MAJEURE

Should FEE be delayed in or prevented from providing the Service due to any matters whatsoever beyond its reasonable control, including, without limitation, war, strike, lockout, fire, flood, explosion, labour disturbance, trade dispute or shortages of raw material, FEE shall be at liberty (in its sole discretion) to cancel or suspend the Contract without incurring any liability for any loss or damage arising therefrom (whether in contract, negligence, tort or otherwise).

8. TERM AND TERMINATION

8.1 This Contract shall commence with effect from the Commencement Date and shall continue until the earlier of:

8.1.1 The date that the District Heating Service Agreement between the Management Company and FEE terminates;

8.1.2 The date that the Management Company terminates the Contract in accordance with the provisions of paragraph 9.2 below; or

8.1.3 The date that FEE terminates the Contract in accordance with the provisions of paragraphs 4.3 or 5.3- above.

8.2 The Customer may terminate the Contract at the end of their tenancy by giving to FEE one weeks notice of their intention to terminate the contract. This is done by logging their move out on the designated residential platform www.frontlineresi.ie and selecting the move out option. Notice cannot be taken retrospectively and the date that is entered on the system is the date that the bill will be generated up to and the customer is responsible for.

8.3 Upon termination of this Contract, by either party, any amounts owing to FEE shall immediately become due and payable by the Customer. In the event that an amount is left by a tenant the owner of the property will be pursued for the full amount. Service will not be restored to the property unless the full amount due is discharged to FEE. The termination of this Contract shall be without prejudice to the rights or obligations which shall have accrued before termination, including any remedy available in respect of breach of contract.

9. DATA PROTECTION

9.1 FEE shall comply with its obligations under the provisions of the Data Protection Acts 1988 and 2003. 9.2 FEE will process any Personal Data provided for the following purposes:

9.2.1 To adequately deal with the Customer's request. 9.2.2 To contact the Customer if required in connection with the Contract.

9.2.3 To respond to any communications sent by the Customer.

9.3 FEE will not disclose Personal Data to third parties, outside of the FEE Company, unless the Customer has consented to this disclosure or unless disclosure to the third party is required in order to fulfil the Customer's request (in such circumstances, the third party will be bound by similar data protection requirements).

9.4 FEE will disclose Personal Data if FEE believes in good faith that it is required to disclose it in order to comply with any applicable law, a summons, a search warrant, a court or regulatory order, or other statutory requirement.

10. GENERAL

The construction validity and performance of the contract shall be governed by and construed in accordance with the laws of Ireland and for all matters arising under, out of or in connection with the Contract the parties hereby submit to the exclusive jurisdiction of the Irish courts.

11. GDPR

Frontline Energy are completely GDPR compliant, and our policy can be found on our website. If you have any queries in relation to this policy, please contact 01-6432100 and request to speak to our GDPR officer.