

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 by 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. "Frontline" means the Frontline Energy and Environmental Ltd. "Commencement Date" means the date on which Frontline takes a meter reading following the Customer's execution and return of a District Heating Supply Registration Form.

"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 heat. "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 housing complex known Carlinn Hall. "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 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 in the form prescribed by Frontline, signed by the Customer and marked with the heading District Heating Supply Registration Form.

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 Carlinn Hall Estate Management Company Ltd 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 responsible for the continued operation and maintenance of the Heat Meter.

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 central plant 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. The heat interface unit is the property of the owner

## **4. OBLIGATIONS OF THE CUSTOMER**

4.1 The Management Company is responsible for the continued operation and maintenance of the central energy centre. Frontline has no obligation to maintain or service the Heat Interface unit. However, Frontline has a maintenance service available to the owner if required. Details of this service and the relevant charges are available from Frontline's website [www.frontlineenergy.ie](http://www.frontlineenergy.ie).

4.2 The Heat Meter is and shall remain the property of the Management Company or its successor in title. 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.

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.

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 working 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. Standing charges accrued after disconnection will remain the responsibility of the owner.

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 30 days notice will be given to the owner of any price increase which must be sanctioned by the management company

5.6 FEE can represent your direct debit mandate for payment if payment is rejected by your bank and impose an administration charge to your account. If signed up to a direct debit and you vacate the property we can present the direct debit mandate to reclaim the amounts due if left unpaid.

## **6. LIABILITY**

7.1 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.

7.2 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

7.3 Statutory Obligation: Nothing in this these Conditions shall exclude or limit the liability of Frontline for death or personal injury resulting from the negligence of FEE or any of its employees or agents, nor shall they operate to exclude or limit any statutory rights which cannot be legally excluded or limited, including the statutory rights of a consumer.

## **8. 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).

## **9. TERM AND TERMINATION**

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

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

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

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

9.2 The Customer may terminate the Contract at the end of their tenancy by giving to FEE one month's prior notice in writing, addressed to: the FEE Company details issued.

9.3 Upon termination of this Contract, by either party, any amounts owing to FEE shall immediately become due and payable by the Customer. 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.

## **10. DATA PROTECTION**

10.1 FEE shall comply with its obligations under the provisions of the Data Protection Acts 1988 and 2003.

10.2 FEE will process any Personal Data provided for the following purposes:

10.2.1 To adequately deal with the Customer's request;

10.2.2 To contact the Customer if required in connection with the Contract;

10.2.3 To respond to any communications sent by the Customer.

10.3 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).

10.4 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.

10.5 Where the property is set out by the owner information regarding accruing arrears of the owners tenant is fully transferable to the owner.

## **11. 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.

## **12. 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.