



## Terms and Conditions

This document includes our standard "Terms and Conditions" that apply to you as our customer using our gas services at your residential or business premises.

In conjunction with your signed application form, these "**Terms and Conditions**" constitute the agreement for gas supply between daligas limited, hereinafter "daligas" and you as a customer for the supply of natural gas.

These "**Terms and Conditions**" in their current version are available to the customers and can be accessed and downloaded at any time from our web site [www.daligas.co.uk](http://www.daligas.co.uk)

Please read this document of "**Terms and conditions**" carefully so that you fully understand our responsibilities and your commitments.

### 1. Definitions

The following words and phrases used in this document have the following meanings:

**Budget Billing Plan (BBP)** means the estimated consumption (based on the previous year's real consumption or the size of your premises). This total amount is divided into **a)** Proportionally distributed instalment amounts depending on the month of the year [*seasonally weighted direct debit*] (applied for all customers joining us or renewing their contract on or after the 1st of September) **b)** 12 equal instalments [*fixed direct debit*] (applied for all customers joining us or renewing their contract on or after the 1st of April), that you pay every month by direct debit.

The type of the direct debit payment (seasonal/fixed) does not affect the contract rate when a customer is on a fixed tariff rate as this remains the same.

**Gas transporters** are the companies licensed to deliver gas through pipes to your premises.

**Local network operator**, means the company which operates the local distribution network through which your gas is supplied.

**Gas Meter** is the device that records the amount of gas you are consuming from which we are asking you to read and send us the meter reading.

**Ofgem** is the Office of Gas and Electricity Markets, set up by Parliament to protect the interests of energy customers. Ofgem regulates gas and electricity industries in the UK.

**Ombudsman Services, Energy** is an independent body approved by Ofgem to investigate complaints.

**Premises/property** means the supply address. The premises where you as our customer have asked us to supply gas under these "**Terms and conditions**".

**Settlement invoice/bill** means the bill to adjust your real consumption to the Budget Billing Plan.

**Smart meter** is the device that records the amount of energy you are consuming and can send this information to us directly, so there is no need for you or the meter reading to read and



send us the reading, as well as receiving information sent from us to the meter.

**Supply**, means providing the supply of gas to the property indicated.

**Tariff**, means the rate or rates we have agreed with you for each unit of gas (kilowatt-hour, kWh) that you use under these "Terms and conditions", plus any other charges.

**We/us/our** refers to **daligas limited**, the licensed gas supplier for the services you have asked for (Registered office: 178 Seven Sisters Road, London, N7 7PX, registered company number 7908584).

**Working day** means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a Bank holiday.

**You**, means the customer, the person taking the supply of gas.

## 2. Gas supply

**daligas** provides the gas supply to the requested address, in the framework agreed with the relevant network operators and transport capacity.

**daligas** is required to meet the gas supply requirements of the customer.

This does not apply if and as long as the responsible operator of the network connection and the connection usage has stopped, which is preventing daligas from purchasing gas by force majeure, obstacles exist that are not foreseeable.

**daligas** is obliged to supply gas only if and when the customer has given the correct name, address and meter number. The customer acknowledges that the switching process to change supplier can start after receipt of their details and can be initiated if the details are accurate.

The switching process takes a minimum of four weeks (20 working days) and a maximum of six weeks (30 working days).

The gas may be used by customers for their own purposes and only for cooking, hot water and for heating. A transfer of natural gas to third parties is not permitted.

## 3. Duration

This agreement is concluded for one year for fixed priced contracts unless terminated or cancelled as per provisions stated below at the Termination and Cancellation clauses, (item 8, item 9 below). This agreement is effective as described below in item 4.

## 4. Starting date

If you are a **new customer** moving in to the premises the agreement starts on the date that you have moved into the premises where daligas has the responsibility of the gas supply point.

If you are a **switching customer** already living in the premises and have a contract with another gas supplier and you wish to switch your gas supply to daligas, the agreement starts on the date that you:

- a. Have filled in the application form to become our customer, online or offline.
- b. Have signed the completed application
- c. Have returned this application form, duly signed to us, by email, fax or post

The supply of gas starts on the date that the network operator informs both us and you that switching from your former gas supplier has been successfully completed and the supply of gas to your premises continue successfully with daligas. This date of switching may be different from the date you have requested on your application form.

**Billing** from daligas begins on the date the supply is successfully switched.

The **reading of the gas meter** on that date constitutes the initial reading of your gas consumption with us. If your request for switching is not successful, this agreement does not exist.

## 5. Pricing

Our price for gas consumption and the charges for supplying gas to you are set as follows:

- a. One fixed and/or one variable (standard) tariff for the gas consumption, pence per Kilowatt hour (pence/Kwh)
- b. One amount for the standing charge, pence per day (p/day), per meter
- c. Both the tariff (pence/Kwh) and standing charge amount, are valid throughout the UK
- d. Plus VAT, as imposed by the Tax Authorities

Our pricing structure is as follows:

- a. **Energy price** = Gas consumption (Kwh) x unit gas price (pence/Kwh)
- b. **Standing Charge** = Pounds / month x Number of months c. VAT on the total of the above amount
- d. **Grand Total** = Energy Price + Standing Charge + VAT

All the above details can be found on our web pages at [www.daligas.co.uk](http://www.daligas.co.uk) and in your welcome letter.

### Price Changes

**Variable Tariff contracts:** In case we are obliged to change our prices for gas consumption or for the standing charge, we will inform you in writing at least 30 days before we change the price.

**Fixed Term contracts:** Both energy and standing charges rates remain the same during the fixed term period and we will honour Fixed Price rates unless we are prevented from doing so by the action or anticipated action of any governmental or statutory body. Fixed Term rates are not applicable to prepayment meters.

## Termination Fees

If you wish to switch your supply to another supplier, please check the tariff information label (TIL) of your tariff whether any early termination fees applies or not.

## 6. Budget Billing Plan and Payment

We will prepare and send you your annual **Budget Billing Plan** based on the estimated annual gas consumption. You agree to pay us by **Direct Debit**, in advance, each month for the gas supply and services under the agreement. We may charge you the additional costs to us of you using alternative payment channels.

The monthly amount for your Direct Debit is the result of calculating your total annual bill amount (annual gas consumption plus charges and VAT).

At the end of each month you will receive by email, your account statement, showing your Budget Billing Plan and payment by Direct Debit based on the annual estimated consumption. Should you also wish to receive a paper bill/statement please let us know as you are entitled to receive one at no extra charge.

You are responsible for making sure you that you can **pay your monthly Direct Debit on time**.

If you are having **difficulties paying your bill**, you should contact us immediately to discuss ways and options available to facilitate you.

If you **don't pay your bills** and we cannot get in contact with you, we are entitled to:

- Refer your account and pass your details to a debt collection agency
- Apply for a warrant to come into your premises and disconnect the gas supply under certain conditions.
- Charge you interest at Bank of England base rate plus 8% from the bill due date

If we do any of the above things, we are **entitled to pass on to you all charges and fees incurred**.

A settlement bill based on actual gas consumption as calculated from the gas meter readings will be prepared at least once per year.

If you move out or decide to switch to another supplier, then at that moment a settlement bill will be prepared based on the actual consumption (including VAT) as calculated from the first and last meter readings:

If the total amount of the settlement invoice is higher than the amount withdrawn from your bank account, you will be asked to pay the difference

If the total amount of the settlement invoice is less than the amount withdrawn from your bank account, daligas will transfer the difference to your account.

The above settlement will also happen if you remain a customer of daligas and we have a new meter

reading at any time during the 12 month period, or at the end of the 12 month period.

In both cases a new Budget Billing Plan will be prepared for the remaining months or for another year, based on the estimated annual consumption and applicable changes on gas or standing charge prices, including VAT.

**Backbilling :** Daligas will not seek additional payment for unbilled energy used more than 12 months prior to the error being detected and a corrected bill being issued.

This will not apply if you have been obstructive or unreasonable in preventing us from obtaining the information required for us to have billed you correctly during that time.

## **7. Changes to the agreement**

Change to these “**Terms and Conditions**” may take place in the following circumstances:

- a. Changes in the gas industry agreements
- b. Changes in our gas supply license
- c. Changes by law, regulations, standards or codes of practice that apply to your supply
- d. Any order change imposed by the Government or other relevant authority (Change in VAT, duty, levies)
- e. Any changes to transportation or distribution charges

We will give written notice of any changes to the terms and conditions of this contract within 30 days of the change taking effect.

From receipt of our notice, you will have 14 days to oppose these changes and terminate this contract.

You can then switch to another supplier after settling your settlement bill; please check your tariff information label (TIL) for any early termination fees applied.

## **8. Ending the gas supply (termination)**

We are entitled to end this agreement or stop supplying gas to your premises under the following circumstances:

- a. You do not pay your monthly Direct Debit, in line with paragraph 5 above.
- b. You fail to meet your responsibilities under this agreement
- c. Ofgem appoints another supplier, instead of us, to supply your premises.
- d. There is a risk of danger to you/other members of the public if we continue the supply
- e. At any time, after giving you a 30 days’ notice in writing.

Ending your contract will not affect any rights and responsibilities you had before the contract ended.

## 9. Rights of Cancellation

**a.** You have **changed your mind** during the switching stage of your application and you do not wish to become our customer.

You can cancel your application within 7 (seven) days from the date you made your application online or sent it offline.

You need to send us an email or write to us using your customer application number (number), saying you want to cancel.

### **b. Moving home**

You can cancel this agreement by informing our customer care team, in writing, giving us at least 2 days' notice.

You must send us the final meter reading.

We shall issue the final settlement bill and reconcile the account.

If you do not give us the 2 days' notice, this agreement remains valid until 2 days after your notice, or until the new tenant of the house informs us, whichever is earlier

### **c. Switching to another gas supplier**

You can decide at any time to switch to another gas supplier.

**Microbusiness Customers:** Please let us know you are changing supplier 28 days before you want to leave. You can email us at [contracts@daligas.co.uk](mailto:contracts@daligas.co.uk), or write to: Renewals Team, Daligas, 152-154 Coles Green Road, London NW2 7HD. If we do not hear from you until the date when your contract ends, we will put you on to the current daligas One Standard/Variable Tariff.

**Domestic Customers:** You do not have to provide any notice to terminate your fixed term supply contract.

This agreement will be cancelled on the effective date of the switch to the new supplier.

You must send us the final meter reading on the switching date.

We shall issue the final settlement bill and reconcile the account.

## 10. Liability

No party will be liable for breaches of this agreement caused by anything beyond our reasonable control. We are only liable to you as set out in these terms and conditions.

## 11. Personal Information

Our Private Policy document on our web site describes in detail our policy for using Personal Information.

You agree that you have read and understood our Privacy Policy and you fully agree to the terms  
2018.04.20A



regarding the use of your personal information.

## **12. Jurisdiction and applicable Law**

This agreement is under the laws of England and Wales and English Courts.