

Date	
Name ( <b>you</b> )	
Address (the <b>Property</b> )	
Preferred contact details	

## **Terms and Conditions for Consumers Participating in Firstgas Hydrogen Blending Pilot on the Te Horo Distribution Network (Terms)**

### **1. Pilot Overview**

Thank you for your interest in participating in the Firstgas hydrogen blending pilot (**Pilot**). As you know, our intention is to incrementally blend hydrogen with natural gas up to a maximum of 15% concentration of hydrogen (**Blended Gas**) and deliver the Blended Gas to your Property via our existing distribution network. The gas will be supplied to and utilised by all your appliances at your Property that are connected to our distribution network. The Pilot will allow us to better understand the benefits hydrogen will bring to you and to our other customers and New Zealand's decarbonisation journey.

Your Gas Retailer has been notified of the Pilot and has agreed terms whereby Firstgas blends hydrogen with the natural gas and then the Blended Gas is supplied to you by your Gas Retailer (delivered on our network).

### **2. Eligibility to Participate**

To be eligible to participate in the Pilot, you must be either:

- (a) the Owner of the Property and the Gas Account Holder; or
- (b) the Tenant of the Property and the Gas Account Holder, if the Owner has consented in writing for the Property to be subject to the Pilot on these Terms.

### **3. Acceptance of the Terms**

- (a) You can accept these Terms by signing this document and returning a copy either via the QR code included at the end of these Terms or via email [hydrogenpilot@firstgas.co.nz](mailto:hydrogenpilot@firstgas.co.nz). If you are a Tenant of the Property, then as part of your acceptance of these Terms you must also either:
  - i. provide us with the written consent of the Owner of the Property; or

- ii. agree that we can contact the Owner of the Property directly to obtain their consent, and provide us with the Owner's contact details.
- (b) When you accept these Terms, you must notify us if you have, or have applied for, medically dependent consumer status with Your Gas Retailer.
- (c) By accepting these Terms, you warrant to us that you have the authority to enter into these Terms as:
  - i. the Owner of the Property and the Gas Account Holder; or
  - ii. the Tenant of the Property and the Gas Account Holder (and you have either provided to us the Owner's written consent the Property being subject to the Pilot, or agreed to us contacting the Owner directly and provided us with the Owner's contact details).
- (d) These Terms will apply from the later of: (i) the date you accept these Terms; and (ii) (if you are a Tenant) the date the Owner consents in writing to the Property being subject to the Pilot, and will continue until the earlier of: (i) the expiry of the Pilot Duration; and (ii) the date these Terms are terminated pursuant to clause 4(c) or clause 18 (**Term**).
- (e) You agree these Terms are intended to apply for the benefit of, and that these Terms are intended to create obligations enforceable by:
  - i. Your Gas Retailer; and
  - ii. (if you are a Tenant) the Owner of the Property,pursuant to part 2 subpart 1 of the Contract and Commercial Law Act 2017.

#### **4. Pilot Duration**

- (a) The Pilot will commence on the date that we notify you as the commencement date of the Pilot, and we anticipate that the Pilot will run for a duration of approximately 3 to 6 months, ending on the date we notify you as the end date of the Pilot (**Pilot Duration**). We will also notify you if there are any changes to the Pilot Duration.
- (b) If you accept these Terms, you must participate in the Pilot (and cannot withdraw from the Pilot or terminate these Terms) for a minimum period of three months from the commencement date of the Pilot (**Minimum Participation Period**) unless we terminate these Terms or the Pilot earlier. You acknowledge this is reasonable given the short duration of the Pilot, and given that your remedy for any Loss you suffer as a result of the Pilot is under an indemnity, repair or replacement basis.

- (c) Please be aware that the Pilot may not commence for a variety of reasons (for example, if there is an insufficient number of Participants). We will notify you if the Pilot is not going to commence. In that case, these Terms will terminate. We may, in our discretion, provide you with a gift card as our appreciation of your willingness to participate.
- (d) We may, at any time during the Pilot Duration and for any reason (including technical reasons), pause the Pilot. We will notify you if we pause the Pilot, and again when the Pilot recommences. If we pause the Pilot, you will continue to receive the monthly payments described in clause 5(a)i. for the time the Pilot is paused.

## 5. Payment for Pilot Participation

- (a) In consideration of your participation in the Pilot and allowing us to collect, use, store and disclose the Data pursuant to these Terms, we will provide:
  - i. **Monthly Payments:** pay you \$250 (inclusive of GST, if any) per month of the Term, intended as a contribution towards the energy costs for the Property. The monthly payment is calculated based on the length of the Pilot rather than calendar months (for example, from the 18th of one month to the 18th of the next). If the Pilot extends into a part month, we will make a proportional payment. We will pay such amounts to your nominated bank account. We will contact you via your preferred contact details to obtain your nominated bank account information; and
  - ii. **Prezzy Card:** upon your full participation in the Pilot and on the expiry of the Pilot Duration, give you a \$1,000 (inclusive of GST, if any) Prezzy Card.
- (b) Only one Participant per Property is eligible to receive the monthly payments and the final Prezzy Card at the end of the Pilot Duration.
- (c) We will only be obliged to make a monthly payment to you if you complied with all of your obligations as set out in these Terms during the relevant month. We will only be obliged to give you the Prezzy Card if you have complied with all of your obligations as set out in these Terms at the expiry of the Pilot Duration.

## 6. Monitoring Devices

- (a) You will receive a handheld gas monitoring device (**Monitoring Device**) to use at the Property during the Pilot Duration. We will contact you via your preferred contact details to arrange a time with you to explain how to use the Monitoring Device. You must comply with all of our reasonable instructions when using the

Monitoring Device, which may include notifying us if the Monitoring Device emits certain signals.

- (b) Nothing in these Terms gives you any right, title or interest in the Monitoring Device or any data that is generated by, transmitted to or from, or processed by the Monitoring Device. You will not be liable for damage to the Monitoring Device that occurs while it is on the Property except for wilful damage by you, another occupant, or your guest in or to the Property. You must return the Monitoring Device to us (at our cost) or allow us to collect the Monitoring Device from the Property at the end of the Term, or at an earlier time we notify to you.

## **7. Appliance Inspections**

Prior to the commencement of the Pilot, and then at up to six key stages of the Pilot, certified appliance technicians will visit the Property to conduct inspections of the gas-connected appliances at the Property. We will contact you via your preferred contact details to arrange a date and time for each inspection. During these inspections, the technicians may take photos of, and obtain technical data from, the appliances (**Appliance Data**). You agree that we may use the Appliance Data in accordance with clauses 9 and 10.

## **8. Unsafe Gas Installations**

- (a) If during the Pilot we find an unsafe gas installation or appliance on the Property, we will need to make this safe in accordance with the Gas (Safety and Measurement) Regulations 2010. This may require the isolation of the appliance or of your entire house from the gas network until the unsafe installation can be made safe by a registered gasfitter.
- (b) If any work is required to be done to your house or appliances to ensure gas safety, the gasfitter performing the survey will be able to offer you a quote for the work necessary to make your installation safe and the terms under which they will perform the work for you.
- (c) You are not required to use the services offered by the gasfitter performing the survey; you may contact your own gasfitter instead.
- (d) If you agree to engage a gasfitter (whether your own gasfitter or the gasfitter performing the survey) to perform any work necessary to ensure gas safety, we will reimburse you for up to \$1,000.00 (including GST) of the gasfitter's invoiced amount.
- (e) Any gasfitter you engage must be qualified and registered.

## 9. Data

You agree that:

- (a) all data that is generated by, transmitted to or from, or processed by, the Monitoring Device;
- (b) the Appliance Data that we generate; and
- (c) any other data generated by us (and/or our Pilot Partners) as a result of the Pilot,

(together the **Data**) is owned by us or our licensors.

We are entitled to use, modify, and, subject to clause 10, disclose the Data, in connection with our business and/or in connection with the Pilot. However, to the extent that the Data constitutes your Personal Information, clause 10 will apply instead to the Data that is your Personal Information.

## 10. Privacy

- (a) You agree that we may collect Personal Information about you as a Participant. We may collect, store, and use such information for the following purposes:
  - i. conducting the Pilot;
  - ii. developing, analysing, evaluating and marketing a hydrogen/natural gas blended product;
  - iii. analytical or research-based purposes in connection with the Pilot; and
  - iv. for those purposes set out in Firstgas' privacy policy (which you can access using this link: <https://firstgas.co.nz/privacy-policy>).
- (b) You agree that we may disclose such Personal Information to:
  - i. other businesses within Clarus group;
  - ii. our Pilot Partners;
  - iii. our contractors, subcontractors and personnel providing services to us as a part of the Pilot;
  - iv. our insurance providers and brokers in connection with the Pilot;
  - v. those to whom we may be required to disclose personal information to by reason of legal, governmental, or regulatory authority;

- vi. to a person involved in facilitating dispute resolution, where it is necessary to assist to resolve a complaint you make about us;
- vii. our service providers including hosting service providers where Participants' Personal Information is processed on behalf of our group; and
- viii. otherwise in accordance with Firstgas' privacy policy.

You can request access to your Personal Information held by us at any time by emailing us at [hydrogenpilot@firstgas.co.nz](mailto:hydrogenpilot@firstgas.co.nz). We will give you access as soon as is reasonably practicable. You may also request that we correct any of your Personal Information.

## **11. Surveys and Feedback**

As part of your participation in the Pilot, you will be required to take part in three to six short surveys to provide your feedback regarding the Pilot. We will contact you via your preferred contact details to arrange these surveys, which can be completed either online or via phone, at your election. You will be given a reasonable time period within which you must complete each survey. Any Personal Information provided in any survey responses and feedback from you will remain subject to the privacy provisions in clause 10.

## **12. Your obligations**

You agree for the Term to:

- (a) allow our staff and contractors access to the Property on reasonable notice when necessary to inspect your appliances and the Monitoring Device;
- (b) allow the Monitoring Device to operate uninterrupted and without interference from any person or thing, other than as set up or instructed by us (from time to time);
- (c) notify us immediately should you notice any observed differences in the usual operation of the Monitoring Device or if you observe the Monitoring Device emit any signal that we have instructed you to notify us of pursuant to clause 6(a);
- (d) provide us with reasonable notice if you intend to change gas providers or if you otherwise intend to terminate your Gas Supply Agreement;
- (e) make yourself available, and respond to our requests, from time to time to provide feedback and complete surveys in relation to the Pilot, and provide any other information we may reasonably request in connection with the Pilot;
- (f) complete each short survey within the time period for completion notified to you;

- (g) maintain your gas-connected appliances in good working order at the Property and promptly notify us of any faults or issues you experience with any of those appliances, or if you intend to or do replace any of those appliances (because, once replaced, we will need to inspect that appliance);
- (h) provide us with reasonable notice if you plan on moving out of the Property;
- (i) if you are the Owner of the Property, notify us if you plan to sell the Property, and if you do sell the Property work with us to try to transfer these Terms to the new owner of the Property, noting that any benefits offered to you under these Terms may transfer to the new owner if they participate in the Pilot from the date that they agree to participate; and
- (j) notify us if for any reason you can no longer meet the obligations above.

### **13. Our obligations:**

For the Term, we will:

- (a) exercise the degree of skill, care and diligence reasonably expected when undertaking the Activities for the Pilot;
- (b) carry out all Activities in accordance with applicable law, except to the extent we are exempted by WorkSafe under a current exemption certificate for the purposes of undertaking the Pilot (and to this extent we will carry out all Activities in accordance with any requirements specified in the exemption certificate); and
- (c) use reasonable endeavours to keep you informed of matters known to us that could reasonably be expected to affect you during the Pilot and that we have reason to believe you may not otherwise be aware of.

### **14. Gas Supply**

- (a) You agree that, for the Term, the gas that Your Gas Retailer will supply to you for the purposes of your Gas Supply Agreement is the Blended Gas. To avoid doubt, the Blended Gas is supplied to you by your Gas Retailer, and we are delivering the Blended Gas on our network.
- (b) The supply of Blended Gas to you under these Terms is also subject to your Gas Supply Agreement. These Terms are additional to your Gas Supply Agreement and these Terms only apply in respect of the Pilot. If there are any inconsistencies between these Terms and your Gas Supply Agreement in respect of matters relating to the Pilot, these Terms will prevail for the Pilot Duration.

- (c) You agree that, due to the introduction of hydrogen in incrementally increasing concentrations, the Blended Gas will have a different specification to the natural gas that Your Gas Retailer usually supplies to you, and that the specification for the Blended Gas will include up to a maximum hydrogen concentration of 15%.

## **15. Damage Notification and Liability**

- (a) We will indemnify you (and, if you are a Tenant, the Owner of the Property) for any loss, cost, expense, loss of revenue or damage (other than for actual or anticipated loss of profits, savings, business opportunity, or any consequential or indirect loss) caused by the Pilot.
- (b) If the Pilot causes damage to any of your gas-connected appliances, we agree that we will (at our election) either repair or replace the damaged appliance at our cost.
- (c) If you believe the Pilot has directly caused you (or, if you are a Tenant, the Owner of the Property) to suffer or incur loss, cost, expense, loss of revenue or damage (**Loss**):
  - i. you must promptly notify us in writing to make an indemnity claim (pursuant to clause 15(a)) or request repair or replacement of a gas-connected appliance (pursuant to clause 15(b));
  - ii. after receiving your claim, we will assess (within 10 business days) whether the Loss was directly caused by the Pilot:
    - 1. if your claim is successful, we will pay you (or the Owner of the Property, as applicable) for the amount of the Loss (for an indemnity claim) or repair/replace the appliance (for an appliance claim); or
    - 2. if we (having reasonable grounds) do not consider that the Loss was caused by the Pilot and deny your claim, we will provide you with the reasons we have denied your claim. If you still wish to bring a claim against us you may utilise the dispute resolution process set out in clause 20(e), or, if you believe your Loss was caused by your Gas Retailer, you may bring a claim against your Gas Retailer in accordance with your Gas Supply Agreement.
- (d) To the extent permitted by law, we will not be liable to you, and you will not be liable to us, in contract, tort (including negligence), equity or any other head of law for any actual or anticipated loss of profits, revenue, savings, business opportunity, or any consequential or indirect loss.
- (e) The Consumer Guarantees Act 1993 applies to these Terms to the extent they relate to the supply of gas to you by Your Gas Retailer, unless you are receiving gas and services for the purposes of a business. Nothing in these Terms detracts from your rights under the Consumer Guarantees Act 1993.



- (f) Subject to clause 15(c)(ii)(2), you agree that you (and, if you are the Tenant, the Owner of the Property) may not claim the same Loss from both us and your Gas Retailer (i.e. no duplication of the same claim, and no duplicate compensation for a single Loss).

## **16. Confidentiality**

- (a) You agree to take all reasonable precautions to keep the Confidential Information confidential and not to disclose the Confidential Information to any third party except in accordance with paragraph (b) below.
- (b) You may disclose the Confidential Information provided or made available to you if any of the following exceptions apply:
  - i. you need to disclose it to our technicians and personnel for the purposes of Pilot;
  - ii. the Confidential Information is in the public domain through no breach of these Terms;
  - iii. you are required to disclose the Confidential Information by law and you have notified us of this requirement to disclose, the information you will disclose and the date of the disclosure; or
  - iv. you have our prior written consent.
- (c) Unless otherwise agreed between you and us, you will not release any public or media statements (including social media) or publish material related to the Pilot without our prior written approval.

## **17. Intellectual Property**

- (a) Nothing in these Terms gives you any right, title or interest in our Intellectual Property or Data (excluding any Data that is your Personal Information).
- (b) You agree that any New Intellectual Property relating to the Pilot will vest in us from the time the New Intellectual Property is created or will be assigned to us immediately afterwards.

## 18. Withdrawal, termination and expiry

### (a) Withdrawal and termination by you

- i. After the end of the Minimum Participation Period, you may withdraw from the Pilot and terminate these Terms:
  1. by providing written notice of no less than five working days to us if we commit a material breach of these Terms and:
    - a. the material breach is not capable of being remedied; or
    - b. the material breach is capable of being remedied, but we fail to remedy that breach within five working days of us receiving written notice of the breach from you; or
  2. for any reason, by providing written notice of no less than ten working days to us (**Participant Termination for Convenience**).
- ii. Once you notify us in writing of your intended withdrawal from the Pilot:
  1. you will receive your monthly payments in accordance with clause 5 proportionally for the period you were a Participant in the Pilot up to the date of your written notice of withdrawal; and
  2. in the event of Participant Termination for Convenience, you will be ineligible for the \$1000 Prezzy Card.

### (b) Termination by us

- i. We may terminate these Terms as they apply to you:
  1. immediately by written notice to you if you commit a material breach of these Terms and:
    - a. the material breach is not capable of being remedied; or
    - b. the material breach is capable of being remedied, but you fail to remedy that breach within 10 working days of receiving the written notice of the breach from us.
  2. for any reason by providing written notice of no less than five working days to you (**Firstgas Termination for Convenience**).
- ii. In the event of Firstgas Termination for Convenience once the Pilot has commenced but prior to the expected expiry of the Pilot Duration, you will receive your monthly payments in accordance with clause 5 proportionally for

the period you were a Participant in the Pilot up to the date of your written notice of withdrawal, and we will still give you the \$1,000 Prezzy Card.

- (c) Due to the technical delivery of gas through the network and safety precautions, if we terminate these Terms as they apply to you and the Pilot continues with the other Participants, or if you withdraw from the Pilot and terminate these Terms, natural gas will not be able to be delivered to you through our distribution network being used to deliver the Blended Gas for the Pilot Duration. Instead, an alternative form of energy would need to replace your natural gas for the remainder of the Pilot Duration. We would contact you to discuss the Property-specific alternatives. The delivery of an alternative form of energy will be at our cost, but your consumption of the alternative form of energy will be at your cost. The supply of the alternative form of energy would be by the Retailer of your choice. If the consumption cost of the alternative form of energy is higher than your average consumption cost over the previous four weeks (and we have not terminated these Terms as they apply to you for your breach), we will compensate you for a reasonable increase in your energy cost.
- (d) Termination or expiry of these Terms will not affect:
  - i. any rights and remedies available to you or us which have accrued up to (and including) the date of termination or expiry;
  - ii. your Gas Supply Agreement with your Gas Retailer; and
  - iii. the provisions of these Terms which expressly, or by their nature, survive termination or expiry, including clauses 3(e), 9, 10, 11, 15, 16, 17, 18, 20, 21, 22, 23 and 24.
- (e) Within 30 working days after the expiry or termination of these Terms, we will arrange with you for us or our third-party service provider to collect our Monitoring Device from the Property.
- (f) These Terms will continue to apply for the Pilot Duration unless terminated earlier by you in accordance with clause 18(a), or by us in accordance with clause 18(b). If, for any reason during the Pilot Duration, your Gas Supply Agreement is terminated or the supply of gas to the Property otherwise ceases, the rights and obligations of us and of you under these Terms will be paused for the time there is no supply of gas to the Property.

## **19. Force majeure**

A Party will not be liable for any failure to perform or for any delay in performing its obligations under these Terms if that failure or delay is due to a Force Majeure Event. The

party claiming the Force Majeure Event must notify the other party in writing, as soon as it can, along with an explanation of what it understands has happened, the cause and any likely consequences for these Terms and/or the Pilot. The parties will try to find a mutually satisfactory solution to address the consequences of the Force Majeure Event.

## **20. Resolution process and contact details**

- (a) If you have any questions about your gas supply during the Term, you should contact our customer support team (0800 347 784), rather than Your Gas Retailer, in the first instance. From there, if your question relates to the Pilot, we will address your question. If your question does not relate to the Pilot, we will direct your question to Your Gas Retailer or advise you to direct your question to Your Gas Retailer.
- (b) If you have a complaint, you should tell us as soon as possible. Please contact our customer support team (0800 347 784) in the first instance. Our complaints process is free.
- (c) Once we have received your complaint, we will reply to you within 2 working days to confirm we have received it.
- (d) We will contact you directly to work through the issue with you and continue to update you via email. We will monitor your complaint progress regularly to ensure we resolve it with you as soon as possible. We aim to resolve all complaints in respect of the Pilot within 10 working days. If it takes us longer than 10 working days to resolve your problem, then we will contact you to let you know why, how much longer it will take, and to discuss your options.
- (e) If you're not satisfied:
  - i. Firstgas Limited is a member of Utilities Disputes Scheme, which is a free and independent complaints resolution scheme. If for some reason you are dissatisfied about the resolution of your complaint, or we cannot resolve your complaint or problem within 10 working days, you can take your complaint to Utilities Disputes: [www.utilitiesdisputes.co.nz](http://www.utilitiesdisputes.co.nz)  
Free Phone: 0800 22 33 40
  - ii. You can also take your complaint to the courts or the Disputes Tribunal.

## **21. General**

- (a) **Amendments:** We reserve the right to amend these Terms at any time by providing reasonable written notice to Participants. Your continued participation in the Pilot after such amendments constitutes your acceptance of the amended Terms. If you

do not accept the amended terms because you reasonably believe the amendment would have a material adverse impact on you, you may terminate these Terms in accordance with clause 18(a)i.2 (regardless of whether the Minimum Participation Period has lapsed). We do not require the consent of Your Gas Retailer or the Owner of the Property (as beneficiaries of these Terms pursuant to clause 3(e) to make any amendments to these Terms.

- (b) **Assignment:** You must not assign or transfer any of the rights or obligations under this Agreement without our prior written consent.
- (c) **Notices:** A notice, consent or approval (**Notice**) to be given under these Terms may be given by:
  - i. you to us by emailing [hydrogenpilot@firstgas.co.nz](mailto:hydrogenpilot@firstgas.co.nz) (or such other address as we may advise from time to time); and
  - ii. us to you by contacting you at your preferred contact details (or such other contact details as you may advise from time to time),and any Notice or document so given will be deemed to be given at the time when it was actually delivered or sent.
- (d) **Entire agreement:** These Terms constitute the entire agreement between us and you in connection with its subject matter and supersedes all previous agreements or understandings between us and you in connection with its subject matter.
- (e) **Relationship of the Parties:** Nothing in this agreement creates a relationship of employment, trust, agency, partnership, joint venture, or any fiduciary relationship between us and you.
- (f) **Severability:** The provisions of this agreement are severable. If any one or more provisions is determined to be judicially unenforceable, the remaining provisions will continue to be binding and enforceable.
- (g) **No waiver:** A failure or delay by any Party in exercising any right or power under these Terms will not operate as a waiver, nor will any single or partial exercise of any right under these Terms limit any other or further exercise of any other right or power under these Terms.
- (h) **Counterparts:** These Terms may be executed in counterparts (including by ticking the "I accept" box online, or a scanned copy) each of which will be deemed an original.

## 22. **Governing Law:**

These Terms shall be governed by and construed in accordance with the laws of New Zealand. Subject to clause 20(e), each Party submits to the exclusive jurisdiction of the courts of New Zealand.

## **23. Defined Terms:**

In these Terms, unless the context otherwise requires:

**Activities** means the blending of hydrogen with natural gas, monitoring, inspection, support and any other matters that we will perform in connection with the Pilot during the Pilot Duration as set out in these Terms, or as notified by us from time to time.

**Blended Gas** has the meaning given to it in clause 1.

**Confidential Information** means any information that we provide or make available to you in connection with the Pilot that is labelled confidential or would ordinarily be considered confidential.

**Force Majeure Event** means any cause or circumstance beyond a Party's reasonable control, including act of God, power failure, riot, fire, war, pandemic and/or natural disaster but does not include any strike, lockout or other industrial dispute of that party or a failure to pay.

**Gas Account Holder** means the person who is the customer of, and holds the gas connection account with, a Gas Retailer that is supplying natural gas via our distribution network.

**Gas Retailer** means a gas retailer as that term is defined in the Gas Act 1992.

**Gas Supply Agreement** means the agreement for the supply of gas between you and Your Gas Retailer.

**Intellectual Property Rights** includes, without limitation, all rights and interests, whether registered or not and whether registrable or not, in and to copyright, trade marks, service marks, designs, patents, database rights, business names, trade names, domain names, layout designs, rights in any undisclosed or confidential information (such as trade secrets or inventions), other proprietary and similar intellectual property rights and any rights to registration of such rights (whether created before or after these Terms) as may exist anywhere in the world.

**Monitoring Device** means the device described in clause 6.

**New Intellectual Property** means all Intellectual Property Rights in any modification or improvement to, or any adaptation or derivation of, the Pilot, regardless of whether created by you, us, and/or a Pilot Partner.

**Owner** means the person that owns, or a trustee on behalf of a trust that owns, the Property.

**Party** means either you or Firstgas and Parties means both.

**Personal Information** has the meaning set out in the Privacy Act 2020.

**Participant** means a person that has agreed to participate in the Pilot.

**Pilot Partners** means PowerCo Limited, Vector Gas Trading Limited, Nova Energy Limited, Wanganui Gas Limited, and Gas Retailers on Firstgas' gas distribution network as agreed between the other Pilot Partners from time to time.

**Property** means the dwelling you occupy or own at the address set out at the top of page one of these Terms.

**Tenant** means a person that occupies but does not own the Property. Terms means these terms and conditions.

**we** or **us** means Firstgas Limited and its related companies (as defined under the Companies Act 1993).

**you** means you as the named person for the Property as set out at the top of page one of these Terms.

**Your Gas Retailer** means the Gas Retailer that supplies you with gas via our distribution network, as that Gas Retailer may change from time to time.

**24. Interpretation:** In these Terms, unless the context otherwise requires:

- (a) headings are not to be used in interpreting these Terms;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes a company, or other corporations and body of persons, and their permitted successors and assigns);
- (d) a reference to 'includes' (and its other grammatical forms) means 'includes without limitation';
- (e) a reference to providing something in writing includes providing it in electronic form; and
- (f) any reference to any statute or regulations is a reference to that statute or those regulations as amended or replaced.

The Terms set out above are agreed and accepted by:

Signed for and on behalf of.