

Standard terms and conditions for the supply of electricity to metered premises by Airtricity Limited as specified on the Contract.

1. Supply and Term

- 1.1 These terms and conditions shall come into effect, and We shall supply electricity to each Supply Point up to the relevant Available/Authorised Capacity from the Commencement Date until terminated by either Party in accordance with this Agreement.
- 1.2 In the event that You exceed the Available/ Authorised Capacity at any Supply Point then You shall pay to Us any costs (including but not limited to additional use of system charges), losses or expenses incurred by Us for the provision of, and as a result of, the provision of the excess.
- 1.3 The characteristics of the supply will be in accordance with the connection agreement referred to in clause 16 and this Agreement.
- 1.4 In respect of any Supply Point where We are taking over the supply of electricity from another Supplier We may ask You to provide Us with meter readings obtained on the Commencement Date as confirmed by Us to You, or You must allow Us or someone nominated by Us safe access for the purpose of obtaining such meter readings for which We may make a charge in respect of Our reasonable costs.

2. Price and Payment

- 2.1 We will send You regular invoices and/ or statements which will identify the charges payable by You and the balance on Your account. You will pay the charges in accordance with the method of payment agreed between Us. If anyone else uses the electricity, You shall be responsible for paying any charges incurred.
- 2.2 You shall pay the charges by the payment date(s) shown on the invoice or by the payment date as may otherwise have been agreed by Us. If any amount remains unpaid 14 days after the due date for payment We shall (in addition to any other remedies We may have) be entitled to charge interest on a daily basis at the rate of 3 per cent (3%) above the then current base rate of the Bank of England; and if any amount remains unpaid after 21 days from the due date for payment We may also invoke clause 5.3 and/or clause 5.6 .
- 2.3 Payments received from You shall be applied to accounts and interest charges in the order in which they were issued or made.
- 2.4 You shall make all payments without deduction or set off.
- 2.5 The Prices are exclusive of VAT, any applicable tax, duty, levy, tariff or any government imposed charge on electricity supplied to Your premises prevailing at the time of supply for which You shall be additionally liable.

- 2.6 Notwithstanding the foregoing if You pay by direct debit and Your direct bank transfer arrangement is cancelled by You without Our prior agreement We shall be entitled to change the Prices to Our non-direct debit price until such time as Your direct bank transfer is re-instated. We may also apply an admin fee to Your account which We will advise You of in writing.
- 2.7 We shall be entitled to vary all or any of the Prices subject to clause 10:
 - (a) to reflect any variation in any element of the costs to Us of providing the supply of electricity which are not within Our reasonable control, including but not limited to:
 - (i) any variation in the use of system charges made by the Electricity Distributor; and/or
 - (ii) where there are abnormal or excessive costs incurred in meter reading.
 - (b) if it is found that any of the registration details of any Supply Point differs from that specified in the Contract;
 - (c) At any time during the term of this Agreement.
 - (d) If You add or remove Supply Points in accordance with clause 4.1
- 2.8 If You are on a fixed term contract with Us, the variation to the Prices will be with effect from the First Termination Date or anniversary thereof.
- 2.9 If You have terminated this Agreement in accordance with clause 5.1 but Your subsequent Supplier does not have a confirmed Registration for each Supply Point on the date of termination We shall be entitled by notice in writing to You to vary all or any of the Prices.
- 2.10 We shall periodically throughout this Agreement carry out credit checks and if requested You shall provided a security deposit, guarantee or bond as We may at Our sole discretion reasonably require from time to time. We may also make enquiries about principal directors with a credit reference agency. We may monitor and record information relating to Your trade performance and as such records will be made available to credit reference agencies, who may share that information with other businesses in assessing applications for credit and fraud prevention.
- 2.11 If the information for charging purposes under this Agreement is not available at any time for whatever reason (including the inability to obtain a meter reading) then We shall be entitled to estimate the amount due and that amount shall be paid by You, subject to any subsequent adjustments which may be necessary once We have obtained an up to date meter read.
- 2.12 If it is discovered and verified that any meter reading has been inaccurate or

omitted or the translation of readings into amounts payable has been incorrect then the Your account shall be amended accordingly.

- 2.13 If any charges are made to Us by Your Electricity Distributor or third party in connection with the supply of electricity to any Supply Point, We shall be entitled to invoice the amount to You and You will reimburse Us for any such charge.
- 2.14 If You experience any difficulty in paying the amounts due to Us under this Agreement, please contact us immediately so that We can provide advice and, where appropriate, agree a payment plan or other arrangements with You.
- 2.15 If you require advice on tariffs, You should consult an independent energy consultant.
- 2.16 If You pay an equal amount by direct debit each month We may, by giving You notice, change the monthly amount following (for example) a review of Your consumption levels or any variation to the Prices.

3. Access and Metering Equipment

- 3.1 You will allow Us, the Electricity Distributor or any person nominated by Us free of charge, safe and unobstructed access to each Supply Point covered by this Agreement at all reasonable times for any purpose connected with this Agreement provided that in an emergency access shall be afforded at any time without notice.
- 3.2 You shall not damage or interfere with or permit any interference with any electrical plant, electric line or Metering Equipment used in connection with the supply of electricity to any Supply Point and You shall notify Us or the Electricity Distributor immediately where You have reason to believe there has been any such damage or interference.
- 3.3 The supply shall be measured by Metering Equipment, installed and maintained in accordance with Your connection agreement
- 3.4 Unless the accuracy of the Metering Equipment is disputed by notice given by either Party to the other the Metering Equipment shall be deemed to be accurate.

4. Variations in Supply Points

- 4.1 Notwithstanding Clause 10 the Parties may agree to add or remove a Supply Point to this Agreement.
- 4.2 You shall remain liable for all charges associated with the supply of electricity to a Supply Point until whichever of the following first occurs:
 - (a) The date that You cease to be the occupier of the premises provided that You had given us advance notice that You would not be the occupier of the premises from that date, or
 - (b) another occupier enters into an agreement with Us or another Supplier for the supply of electricity to the Supply Point.

- 4.3 In the event that any information You provide is incorrect then consequently:
- We shall be entitled to revise the Prices and You shall be liable to pay the revised Prices; and/or
 - You shall be liable to pay all supply charges associated with the difference between the correct and incorrect information; and/or
 - You shall pay our administrative charges for the handling and rectification associated to the incorrect information; and/or
 - We may terminate this Agreement in accordance with clause 5.3 (f).
- 5. Termination and De-Energisation**
- 5.1 You can terminate this Agreement by giving Us not less than 28 days written notice. This Agreement will terminate on the expiry of that notice period or (for fixed term contracts) on the First Termination Date or any anniversary thereof as applicable.
- 5.2 If on the date You want to terminate this Agreement Your subsequent Supplier has not completed Registration for each Supply Point, the provisions of this Agreement will, subject to clause 2.9, remain in force for any Supply Point for which We are still the registered Supplier.
- 5.3 We shall be entitled to terminate this Agreement and/or de-energise any Supply Point immediately upon given written notice to You if:
- You fail to pay any amount properly due and payable to Us under this Agreement; or
 - without prejudice to 5.3 (a) above, You are in breach of any term of this Agreement and/or a connection agreement and (if it is capable of remedy) You fail to remedy such breach within 14 days; or
 - You, in Our reasonable belief, have made unauthorised use of electricity or committed theft of electricity; or
 - an interim order or bankruptcy order or any event analogous to the foregoing is or is about to be made in respect of Yourself; or an interim trustee or trustee in bankruptcy is appointed over Your estate or You are apparently insolvent or a resolution is passed or an order is made for Your winding up; or a receiver, examiner or administrative receiver is appointed over the whole or any part of Your assets or You are unable to pay Your debts or You cease or threaten not to pay Your debts as they fall due or seek to make any composition or arrangement with Your creditors or any event analogous to the foregoing; or
 - You do not make any security deposit to Us in terms of clause 2.10 within 14 days of being so requested; or
- any information You provided us is incorrect; or
 - if the Regulator directs another Supplier to take over Your electricity supply.
- 5.4 Upon termination of this Agreement or de-energisation for whatever reason (including temporary suspension of the electricity supply by de-energisation at Your request) You shall pay to Us all sums then due and payable or accrued due under this Agreement and any costs reasonably incurred by Us (including use of system charges made by the Electricity Distributor) as a result of such termination or de-energisation up to termination (or re-energisation if applicable).
- 5.5 If You are on a fixed term contract and during the period up to the First Termination Date a Supply Point is being registered or has been registered by another supplier for any reason other than as a result of any default by Us or proper termination of this Agreement, then You authorise Us and shall provide us with all reasonable assistance required to either, at Our discretion, (i) to the extent that We are allowed, raise an objection to such registration, (ii) re-register the Supply Point, or (iii) pay Us a sum calculated as the average monthly amount (which amount shall be determined by Us) times the number of months left in the Agreement (subject to a maximum of six months).
- 5.6 In the event that any amount due remains unpaid 14 days after posting then, to the extent that We are allowed, We shall be entitled to object to the registration by another Supplier of any supply point We supply under this Agreement.
- 6. Failure or Temporary Discontinuance of Supply**
- 6.1 The supply of electricity at any Supply Point may be discontinued:-
- in the event of Force Majeure; or
 - in respect of any particular Supply Point, at any time and for so long as the Electricity Distributor disconnects or de-energises that Supply Point pursuant to a Connection Agreement or otherwise.
- 6.2 If the supply of electricity to any Supply Point or any part thereof is temporarily discontinued at Your request, You shall pay Us on demand any costs incurred by Us as a result of such discontinuance and the subsequent resumption of the supply of electricity (including any payments which We are required to make to any Electricity Distributor).
- 7. Liability**
- 7.1 Neither Party shall be liable for any breach of this Agreement directly or indirectly caused by Force Majeure.
- 7.2 Subject to clause 7.3 neither Party shall be liable to the other Party for loss or damage arising in connection with this Agreement (whether resulting from breach of this Agreement, negligence or otherwise) except for loss or damage arising from a breach of this Agreement which was reasonably foreseeable as likely to result from such breach and which resulted from physical damage to the property of the other Party or to the property of any third party for which the other Party is adjudged liable PROVIDED that:
- Our liability under this clause 7.2 shall be limited to €100,000 for each incident or series of related incidents; and
 - neither Party shall in any circumstances be liable to the other Party for any loss of profit, revenue, business, savings (anticipated or otherwise) or any other form of economic or indirect or consequential loss.
- 7.3 For the purposes of this clause 7.2, property shall include work in progress valued at cost.
- 7.4 Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury resulting from the negligence of that Party or Your liability for any sums properly due to Us under this Agreement.
- 7.5 Where We provide You with data electronically or on computer diskette, We shall use reasonable endeavours to ensure that such data or diskette shall be free from any errors, defects or viruses but no representations or warranties are made or given as to such matters or as to the compatibility of the data or diskette with any of Your equipment and, subject to clause 7.3, We shall have no liability to You in respect of any such matters.
- 8. Disclosure**
- 8.1 By signing this Agreement, You consent:-
- to the disclosure to any person of information relating to the supply of electricity to enable Us to properly perform our respective obligations under or in relation to this Agreement or the supply of electricity to any Supply Point.
 - To keep Us informed if a person with special needs resides or ceases to reside at the supply address;
- 8.2 Subject to clause 8.1 both Parties shall take all reasonable steps (except where otherwise required by law) to keep confidential the contents of this Agreement and any information concerning the other Party's business which that Party may (by written notice) reasonably designate as confidential.
- 9. Waiver**
- No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

10. Variation

Subject to Clause 4.1 We can vary these terms and conditions (including Price). If the variation is to your significant disadvantage We will publicise the variation in accordance with our electricity supply licence.

11. Notice

Written notice under this Agreement shall be given or sent by hand, a recorded delivery, facsimile transmission, or post, to Your address or to Our registered address (and may include a note on your invoice or statement, an e-mail or notice on Our website). Any notice given by post shall be deemed to have been given 5 days after it was sent and a notice delivered by hand, facsimile transmission, email or published on Our website, shall be deemed to be served upon actual delivery, successful transmission or publishing provided that in the case of facsimile or email it was sent to the correct number or address and that facsimile confirmation shall have been kept and/or no email transmission error was received.

12. Assignment and Sub-Contracting

This Agreement is personal to You and may not be assigned or transferred by You without Our prior written consent. We may assign or transfer all or part of Our rights under this Agreement and subcontract any of Our obligations without Your consent.

13. Entire Agreement

This Agreement and any document referred to herein represents the entire understanding, and constitutes the whole agreement, in relation to the subject matter and supersedes any previous agreement between the Parties with respect thereto and without prejudice to the generality of the foregoing excludes any warranty, condition or other undertaking implied at law or by custom.

14. Law and Jurisdiction

If each of the Supply Points is situated in the same country, this Agreement shall be interpreted in accordance with the laws of, and the Parties submit to the exclusive jurisdiction of the courts of the country in which the Supply Points are situated. If each of the Supply Points are not situated in the same country, this Agreement shall be interpreted in accordance with the laws of, and the Parties submit to the exclusive jurisdiction of the courts of the country in which the majority of the Supply Points are situated.

15. Definitions and Interpretation

15.1 In this Agreement:

Agreement means the Contract, together with these standard terms and conditions, and any special conditions;

Available /Authorised Capacity means the capacity in kVA normally kept available as may be specified by the Electricity

Distributor in the relevant connection agreement;

Commencement Date means the date that You start using electricity at a Supply Point(s) and We are Registered as the Supplier for that Supply Point ;

Contract means the document titled Customer Agreement Form and annexed to this Agreement;

Electricity Distributor means the person(s) who operates the distribution system(s) (being Northern Ireland Electricity plc (NIE) or its successor in title);

First Termination Date where the Agreement is for a fixed term, means the date of expiry of the fixed term contract period specified on the Contract,;

Force Majeure means any event or circumstance which is beyond the reasonable control of a Party and which results in or causes the failure of that Party to perform any of its obligations under the Agreement, provided that lack of funds shall not constitute Force Majeure;

Metering Equipment means the meters and ancillary equipment (including communication lines where appropriate) used to measure the flow of electricity through each relevant Supply Point;

Our/Us/We means the party named as Airtricity Limited in the Contract, its employees, sub-contractors and agents and its successors and permitted assigns;

Party means either You or Us, and Parties means You and Us;

Prices means the unit rates and charges for the supply by Us;

Registration means the recording by the MRSO of a person as being responsible for the provision of a supply of electricity with effect from a particular date and the term "Registration" shall be interpreted accordingly;

Regulator Means the Northern Ireland Authority for Utility Regulation (NIAUR);

SCA Means the Electricity Distributor's standard connection agreement as updated and approved by the Regulator from time to time. You may view these conditions on Electricity Distributor's website;

Supplier means in relation to a Supply Point a person You have appointed to supply You with electricity;

Supply Point means the point(s) at which the flow of electricity is metered at the premises, as listed in the Contract, unless otherwise agreed in accordance with Clause 4.1 ;

You/Your means the Party named as the Customer in the Contract.

15.2 Reference to any statute or statutory provision includes a reference to:

(a) that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated from time to

time whether before or after the date of this Agreement; and
(b) all statutory instruments made pursuant to it.

16. Connection Agreement

16.1 This Clause 16 shall apply where there is no pre-existing connection agreement between You and Your Electricity Distributor in relation to a specific Supply Point.

16.2 It is a condition precedent to a supply from US to You under this Agreement that You have agreed terms of connection with the Electricity Distributor and keep to its conditions. The Electricity Distributor has appointed Us as its agent for Your entering into an SCA between You and the Electricity Distributor. You agree that, by entering into this Agreement, You are also entering into an SCA with the Electricity Distributor. The Electricity Distributor is the principal under that SCA. We have brought the terms of the SCA to Your attention. You may obtain a further copy of the SCA from Us. You may agree terms other than those in the SCA directly with the Electricity Distributor, but the SCA shall be binding on You until any such alternative terms are agreed.

17. Renewable source declaration:

17.1 During this Agreement, We will supply no more renewable source electricity than We acquire or generate. "Renewable source electricity" means electricity from non-fossil and renewable sources of generation that comply with section 19 (2) of schedule 6 of the Finance Act 2000 and paragraph 47 (2) of The Climate Change Levy (General) Regulations, Statutory Instrument 2001 Number 838. This means that you do not have to pay climate change levy on electricity supplied by Us