

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

1. Definitions and Interpretation

1.1 In this Agreement:

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

“Commencement Date” means the date that You start using Energy at a Supply Point and We are Registered as the Supplier for that Supply Point;

“Contract” means the document titled Customer Agreement Form and annexed to this Agreement and any schedules referred to or attached to it;

“Daily Metered Customer” or “DM Customer” means a gas customer whose gas meter is read daily;

“Electricity Distributor” means the licensed operator of the electricity distribution system through which the electricity is distributed to the Supply Points;

“Energy” means electricity and/or gas as applicable;

“Energy Charges” means the amount(s) payable for the supply of Energy comprising the Prices multiplied by the number of Units consumed plus Pass Through Charges;

“Equipment” means meters, pipes, conduit, electrical plant, electric lines, and all other apparatus at the supply address(es) to deliver measure and control Energy (including Metering Equipment);

“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;

“Gas Connection Agreement” means the Gas Transporter’s terms and conditions under which a connection to the Gas Transporter’s gas distribution system is provided. Titled Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points” for NDM Customers or the “LDM/DM End User Operational Agreement” for DM customers, as updated and approved by the Regulator from time to time;

“Gas Day” means in respect of the supply of gas, a period of 24 hours beginning at 0600 hours in a day and ending at 0559 on the following day;

“Gas Transporter” means the Gaslink Independent System Operator Limited

(“Gaslink”) of Gasworks Road, Cork, the licensed operator of the gas transportation and distribution system network through which the gas is transported to the Supply Points;

“GPRO” means the Gas Point Registration Operator who manages the register of all gas Supply Points;

“Maximum Consumption(s)” Your good faith estimate of the level of maximum consumption of gas that the Gas Transporter advises that You require for peak-Day demand for each Supply Point specified in the Contract;

“Maximum Import Capacity” means the capacity in kVA normally kept available as may be specified by the Electricity Distributor in the relevant SCA;

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

“MRSO” means the Meter Registration System Operator who manages the register of all electricity Supply Points;

“Nominated Annual Consumption(s)” is Your good faith estimate of the annual consumption of gas that You nominate that You require from Us for each Supply Point specified in the Contract;

“Non Daily Metered Customer” or “NDM Customer” means a gas customer whose gas meter is not read daily;

“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;

“Pass Through Charges” means any applicable third party costs, charges, tax, duty, levy, tariff or any government or Regulator approved imposed charge relating to the supply and distribution of Energy to the Supply Points including without limitation, transportation and distribution use of system charges by the Electricity Distributor and/or Gas Transporter and VAT.

“Prices” means the current unit rates and any standing charges for the supply of Energy by Us;

“Registration” means the recording by the MRSO of a person as being responsible for the provision of a supply of electricity to the Supply Point(s) and by the GPRO of a person as being responsible for the provision of a supply of gas to the Supply Point(s), each with effect from a particular date and the term “Registered” shall be interpreted accordingly;

“Regulator” means the Commission for Energy Regulation (CER);

“SCA” means the Electricity Distributor’s standard connection agreement titled “Conditions for Connection to the Distribution System”, as updated and approved by the Regulator from time to time;

“Supplier” means in relation to a Supply Point a person You have appointed to supply You with Energy;

“Supply Point” means the point(s) at which the flow of Energy is metered at the premises, as listed in the Contract unless otherwise agreed in accordance with clause 5.1;

“Unit” means a kilowatt hour;

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

2. Supply and Term

2.1 These terms and conditions shall come into effect, and We shall supply Energy to each Supply Point up to the relevant Maximum Import Capacity and/or Nominated Annual Consumption (as applicable), from the Commencement Date until terminated by either Party in accordance with this Agreement. Where this Agreement is for a fixed term it shall continue until the First Termination Date whereafter the contract term will be automatically extended for successive periods of 12 months (at the Price advised by Us) unless and until terminated by either Party in accordance with the terms of this Agreement.

2.2 If You exceed the Maximum Import Capacity or Nominated Annual Consumption at any Supply Point then You shall pay to Us any costs, losses or expenses incurred by Us for, and resulting from, the provision of, the excess.

2.3 In respect of any Supply Point where We are taking over the supply of Energy from another Supplier We may ask You to provide Us with meter readings obtained on the Commencement Date, or You must allow Us, the Electricity Distributor and/or Gas Transporter or other authorised personell, safe access for the purpose of obtaining such meter readings for which We may pass through to You the charge for this.

2.4 Title and risk in the Energy supplied under this Agreement shall pass to You at the Supply Point.

2.5 Minimum and maximum consumption - Gas

If Your Nominated Annual Consumption is 732,000 kWhs (25,000 therms) or more the following will apply:

- (a) You will not take less than 80% of Your Nominated Annual Consumption in respect of each Supply Point; and
- (b) If You are a DM Customer You also undertake that You shall not in any Gas Day take gas in excess of the Maximum Consumption without our prior written consent;

(c) If You breach clauses 2.5(a) and/or 2.5(b) We may vary the Prices and/or You will be liable to pay the Pass Through Charges incurred in order to recover any costs, charges and expenses which We reasonably determine to have been incurred as a result of such breach and We may cut off or limit Your gas supply or terminate this Agreement in respect of such gas supply.

3. Price and Payment

3.1 We will send You regular invoices and/or statements which will set out the amount payable by You and the balance on Your account. You will pay the amount due in accordance with the method of payment agreed between Us. If anyone else uses the Energy supplied to the Supply Point, You shall be responsible for paying the Energy Charges incurred.

3.2 You shall pay the amount due to Us by the payment date(s) shown on the invoice or by the payment date that may otherwise have been agreed by Us. If any amount remains unpaid 14 days after the due date for payment We may (in addition to any other remedies We may have) charge interest on a daily basis at the rate of three per cent (3%) above the then current European Interbank Overnight Rate; and if any amount remains unpaid after 21 days from the due date for payment We may also invoke clause 6.3 and/or clause 6.6 .

3.3 Payments received from You and any interest charges shall be applied to accounts in the order in which they were issued or made.

3.4 You shall make all payments without deduction or set off.

3.5 The Prices do not include the Pass Through Charges for which You will be additionally liable.

3.6 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.

3.7 The Energy Charges may be varied (in accordance with clause 11):

(a) to reflect any variation in any element of the costs to Us of providing the supply of Energy that are not within Our reasonable control, including but not limited to:

(i) any variation in the use of system charges or transportation charges made by the Electricity Distributor and/or Gas Transporter; and/or

(ii) where there are abnormal or excessive costs incurred in meter reading.

(b) if any of the registration details of any Supply Point materially differs from that specified in the Contract;

(c) at any time during the term of this Agreement (subject to any provisions to the contrary specified in the Contract);

(d) if You add or remove Supply Points in accordance with clause 5.1;

(e) where clause 2.5(c) applies.

3.8 If You have terminated this Agreement in accordance with clause 6.1 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 for any Energy supplied to You during the period from the date of termination to the date that the new Supplier is Registered for the Supply Point.

3.9 We may at Our sole discretion request a security deposit, guarantee or bond from You in advance of the provision of the supply of Energy. We shall periodically throughout this Agreement carry out credit checks and during the term of this Agreement We may increase an existing security deposit or request a new security deposit from You if:

a) You don't meet our credit criteria;

b) You fail to pay or are late in paying any amount due to Us; or

c) as a result of Your conduct.

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.

3.10 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 may 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.

3.11 If it is discovered and verified that a meter reading has been inaccurate or omitted or the translation of readings into amounts payable has been incorrect then Your account shall be amended accordingly.

3.12 If any Pass Through Charges are made to Us by Your Electricity Distributor and/or Gas Transporter or a third party in connection with the supply of Energy to any Supply Point, We shall be entitled to invoice the amount to You and You will reimburse Us for any such amount.

3.13 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.

3.14 If You require advice on tariffs, You should consult an independent Energy consultant.

3.15 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 Energy Charges.

4. Access and Equipment

4.1 The Electricity Distributor and/or Gas Transporter (as applicable) is responsible for reading the meter at the Supply Point on our behalf. You will allow Us, the Electricity Distributor and/or Gas Transporter or any other authorised personnel, agents or contractors free of charge, safe and unobstructed access to each Supply Point covered by this Agreement at all reasonable times for the purposes of reading, inspecting, disconnecting, locking or removing the Metering Equipment and for all other purposes connected with this Agreement provided that in an emergency access shall be afforded at any time without notice.

4.2 You shall not damage or interfere with or permit any interference with any Equipment used in connection with the supply of Energy to any Supply Point and You shall notify the Electricity Distributor and/or the Gas Transporter or Us immediately where You have reason to believe there has been any such damage or interference.

4.3 The supply shall be measured by Metering Equipment, installed, read and maintained by the Electricity Distributor and/or Gas Transporter or their staff, agents or contractors (as applicable) in line with the relevant SCA or Gas Connection Agreement or such other person authorised by the Regulator or current legislation.

4.4 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.

4.5 All Equipment and installations (other than Your gas or electrical appliances) belong to the Electricity Distributor and/or Gas Transporter (as applicable) and must be kept at the supply premises and used in line with Our or their instructions.

4.6 We accept no responsibility for maintaining Your gas or electrical appliances.

4.7 The Metering Equipment shall remain the property of the Electricity Distributor and/or Gas Transporter (as applicable) and may be removed or disconnected by them in the following circumstances:

(a) under Our instruction;

- (b) for safety;
- (c) suspected interference reasons; or
- (d) where there is no active supplier at the Supply Points.

5. Variations in Supply Points

- 5.1 The Parties may agree to add or remove a Supply Point to this Agreement however this might affect the Energy Charges.
- 5.2 You shall remain liable for all Energy Charges associated with the supply of Energy to a Supply Point whilst it is being supplied by Us under this Agreement
- 5.3 In the event that any information You provide is incorrect then consequently:
 - (a) We may revise the Prices and You shall be liable to pay the revised Energy Charges; and/or
 - (b) You shall be liable to pay all Energy Charges associated with the difference between the correct and incorrect information; and/or
 - (c) You shall pay our administrative charges for the handling and rectification associated to the incorrect information; and/or
 - (d) We may terminate this Agreement in accordance with clause 6.3(f).

6. Termination and De-Energisation

- 6.1 You can terminate this Agreement by giving Us not less than 14 days written notice (which shall not expire before the First Termination Date or anniversary thereof if this Agreement is for a fixed term).
- 6.2 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 3.8, remain in force for any Supply Point for which We are still the registered Supplier.
- 6.3 We may terminate this Agreement (in whole or in part) and/or arrange for the de-energisation of Your electricity supply and/or suspend the supply of gas to any Supply Point immediately upon given written notice to You if:
 - (a) You fail to pay any amount properly due and payable to Us under this Agreement; or
 - (b) without prejudice to clause 6.3(a) above, You are in breach of any term or condition of this Agreement and/or the SCA or Gas Connection Agreement and (if it is capable of remedy) You fail to remedy such breach within 14 days; or
 - (c) You, in Our reasonable belief, have made unauthorised use of Energy or committed theft of Energy; or
 - (d) 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
- (e) You do not make any security deposit to Us under clause 3.9 within 14 days of being so requested; or
- (f) any information You provided us is incorrect; or
- (g) if the Regulator directs another Supplier to take over Your Energy supply; or
- (h) if We are unable to supply Energy to the Supply Points.

- 6.4 Upon termination of this Agreement or de-energisation of Your electricity supply or suspension of gas for whatever reason 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 Pass Through Charges) as a result of such termination or de-energisation or suspension of gas up to termination (or re-energisation or suspension if applicable).

- 6.5 If You are on a fixed term contract and during the period up to the First Termination Date (or any anniversary thereof) a Supply Point is being Registered or has been Registered by another Supplier for the Energy supply that is the subject of this Agreement, for any reason other than as a result of any default by Us or proper termination of this Agreement, then either (a) 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 or (ii) re-register the Supply Point, or (b) pay Us a sum calculated as the average monthly amount (as determined by Us) times the number of months left in the Agreement (subject to a maximum of six months).

- 6.6 In the event that any amount due remains unpaid after the due date for payment 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.

7. Failure or Temporary Discontinuance of Supply

- 7.1 The supply of Energy at any Supply Point may be suspended or interrupted:-
 - (a) in the event of Force Majeure; or
 - (b) in respect of an electricity Supply Point, at any time and for so long as the Electricity Distributor disconnects or de-energises that Supply Point pursuant to the SCA or otherwise.

- (c) in respect of a gas Supply Point, at any time if the Gas Transporter instructs You to stop using or restricts the use of gas or for so long as the Gas Transporter disconnects or interrupts that Supply Point pursuant to the Gas Connection Agreement or otherwise;
- (d) to avoid danger or for safety reasons or;
- (e) as a result of a legal or regulatory requirement.

- 7.2 If the supply of Energy 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 Energy (including any payments which We are required to make to any Electricity Distributor and/or Gas Transporter).

8. Liability

- 8.1 Neither Party shall be liable for any breach of this Agreement directly or indirectly caused by Force Majeure.

- 8.2 Subject to clause 8.3 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:

- (a) Our liability under this clause 8.2 shall be limited to €120,000 for each incident or series of related incidents; and
- (b) 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.

For the purposes of this clause 8.2, property shall include work in progress valued at cost.

- 8.3 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.

- 8.4 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 8.3, We shall have no liability to You in respect of any such matters.

9. Disclosure

- 9.1 By signing this Agreement, You consent:-
- (a) to the disclosure to any person of information relating to the supply of Energy to enable Us to properly perform our respective obligations under or in relation to this Agreement or the supply of Energy to any Supply Point;
 - (b) To the disclosure of Your information to the Electricity Distributor and/or Gas Transporter for purposes relating to Your SCA and/or Gas Connection Agreement;
 - (c) To keep Us informed if a person with special needs resides or ceases to reside at the supply address(es);
- 9.2 Subject to clause 9.1 both Parties shall take all reasonable steps (except where otherwise required by law) to keep confidential any commercially confidential information in this Agreement that is not in the public domain and any information concerning the other Party's business which that Party may (by written notice) reasonably designate as confidential.

10. 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.

11. Variation

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 and/or gas supply licence as applicable.

12. 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 Us at Customer Service Department, Airtricity, Airtricity House, Ravenscourt Office Park, Sandyford, Dublin 18 (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.

13. 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.

14. 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.

15. Law and Jurisdiction

15.1 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 all 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.

15.2 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 Agreements

16.1 This clause 16 shall apply where there is no pre-existing connection agreement between You and Your Electricity Distributor and/or Gas Transporter 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 a SCA and/or Gas Connection Agreement and keep to its conditions.

16.3 The Electricity Distributor may deem that a SCA in the name of a previous occupant of the premises shall apply to You. In that case, You do not need to enter into a new SCA, but You must keep to the conditions of the existing SCA.

16.4 You may obtain a copy of the relevant Gas Connection Agreement from the Gas Transporter.

16.5 You may obtain a copy of the SCA conditions from the Electricity Distributor.

17. Emergencies and Safety

17.1 Gas

- (a) In the event that You suspect or are aware of a gas leak then You must immediately notify the Gas Transporter

(Gaslink) on **1 850 20 50 50** or such other number as may vary from time to time which shall be printed on the reverse of all statements and bills.

(b) You shall provide Us a list with the details of at least one representative familiar with the location of all the Supply Points on each supply address to include their job titles and their telephone numbers at which they can be contacted at all times in the case of an emergency or the details of a twenty four (24) hour contact point.

(c) In the event of escape of gas at a supply address then either the Gas Transporter and/or Ourselves shall have the right of access at all times to the affected Supply Points and make safe such Supply Points by performing such repairs or cutting off or restricting the supply of gas to the Supply Points at either Our and/or the Gas Transporter's sole discretion.

(d) You shall reimburse Us in respect of any repairs to the installation downstream of the Supply Point and/or other remedial work reasonably and necessarily performed provided that You shall not be liable for the cost of such repairs or remedial work if the source of any escape of gas is located on or upstream of the Supply Point or is in any way attributable to Ourselves and/or the Gas Transporter.

(e) You must not misuse Your supply of gas so it becomes a health and safety risk or is likely to damage people or property.

(f) We or the Gas Transporter may contact You in the event of an emergency and if requested to restrict use of or stop using gas You shall use best endeavours to refrain from using or restrict Your gas use as instructed.

17.2 Electricity

(a) You must tell your Electricity Distributor immediately if You are aware of any incident that either:

- (i) causes danger or requires urgent attention regarding the supply or distribution of electricity; or
- (ii) affects or is likely to affect the maintenance, availability and quality of service of the electricity distribution network.

(b) The emergency contact number is **1850 372 999**. Contact details are also printed on all statements and bills.