



Terms and Conditions

1. Airtricity to supply electricity to you:

Airtricity shall supply and you shall receive electricity to the premises at the supply address(es) referable to the billing address provided by you ("Premises") ("Service"). This Agreement is personal to you (your business). You shall not sub-license or otherwise sub-contract or assign any of your obligations or benefits under this Agreement to any third party. Airtricity does not advise on the most appropriate tariff for the supply of electricity to you. If you require advice on tariffs, you should consult an independent energy consultant.

2. You are liable for bills from date of first supply to Premises:

Where you sign after actual receipt of the Service, you shall be liable for bills from the first date of actual supply. For the avoidance of doubt, the first date of actual supply shall be the date that Airtricity is registered to your point of supply or the date on which you took possession of the Premises, whichever is later. Airtricity shall issue bills monthly. In the absence of a meter reading on the billing date, the bill is based on a system generated estimate. Where a meter reading is provided by ESB or by you subsequently, your next bill shall be adjusted to take account of any underpayment or overpayment. If you receive a billing estimate that does not reflect your electricity consumption, you should send in a meter reading as soon as possible.

3. Your payment obligations; deposits; interest on late payments:

3.1 Payment: You shall pay the charges specified or referred to in Airtricity's schedule of charges already provided to you (as amended from time to time) ("Prices") by direct debit within 14 days from the date of each invoice ("Due Date"). Airtricity shall give you notice of all such changes, but only where these are to your significant disadvantage, within 28 days of such changes having taken effect ("Variable Option"). If, within 28 days of receipt of notice of such changes, you give notice of termination in strict accordance with clause 5, then no such change will be effective on you.

3.2 Deposits: Payment by means other than direct debit shall require you first to provide a credit deposit in an amount to be agreed in each case but which shall be no less than e500 applied per MPRN. We will hold the deposit until you have paid all sums due to us from you under this Agreement. No interest is payable on any deposit held by us. On termination of this Agreement we will return the deposit or, if there are any sums then due to us from you, the balance of the deposit under deduction of such sums, as a service credit.

3.3 Interest: Airtricity reserves the right to charge daily interest on all amounts not paid under this Agreement until payment is received in full at the rate equal to 3 per cent (3%) above the then current European Interbank Overnight Rate. All sums due to Airtricity under this Agreement are exclusive of Value Added Tax. Time shall be of the essence for payment of all sums under this Agreement.

4. Initial Term and cooling off period:

This Agreement shall run until the end of the first complete 12-month calendar year ("Initial Term"). Unless terminated by either Party under clause 5 or agreed differently by both Parties, this Agreement thereafter shall renew automatically for immediately successive twelve-month periods at the then-applicable Variable Option Prices. When you complete this online signing / authentication process, there's a 14-day cooling off period in case you change your mind. During that 14 days, if you decide you don't want to go ahead, you'll [get all your money back without any quibble from us].

5. Your and Airtricity's rights and obligations before you may end this Agreement:

5.1 Subject to payment in full of all accrued bills, you may terminate this Agreement at the end of the Initial Term, and at any time thereafter, by sending 30 days' prior written notice of termination to Airtricity. Such termination shall be effective only if in fact by expiry of that notice: (a) another electricity supplier, authorised to supply electricity in the Irish market,

commences a supply of electricity to the Premises; or (b) the Premises are disconnected because you have ceased to require a supply of electricity to the Premises; and, in each case: (i) no charges for electricity supplied to you (whether at the Premises or at any properties previously occupied by you), having been demanded in writing prior to you giving that notice, remain owing to Airtricity more than 30 days after that demand was made; and, (ii) where applicable, you have fully complied with clause 6 (re your obligations to notify us of changes) in full. The Premises shall be supplied by Airtricity until transferred to another authorised electricity supplier or disconnected. Subsequent occupiers are deemed to consent to the terms and conditions of this Agreement

5.2 Without prejudice to any of its other rights or remedies, Airtricity may cancel or suspend any or part or all of the Service immediately by serving written notice if you commit or allow any breach of your obligations under this Agreement or become insolvent or fail to pay the charges on the Due Date.

6. Your obligations to notify us of changes:

If you: (a) form a new company; or (b) change a trading name; or (c) in any way give up or share possession to or with another occupier at the Premises; you must notify us in writing, within 3 days after any such event. Should you fail to do so, and without prejudice to Airtricity's right to estimate your final reading, any termination by you under this agreement will be of no effect and you will continue to be liable for outstanding charges for power supplied to the Premises.

7. Access to Equipment owned by ESB:

The transmission and distribution business of Electricity Supply Board ("ESB") owns all Service-related equipment and installations ("Equipment") on the Premises. Airtricity accepts no responsibility for the maintenance of any of the Equipment. You shall permit ESB personnel to enter the Premises at reasonable times or during an emergency at any time, to inspect the Equipment, read meters and/or make installations, alterations, repairs, connections, or to terminate the Service. By signing this Agreement, you agree that you shall immediately upon request by Airtricity refrain from or stop doing anything that could contravene Airtricity's network connection terms with ESB.

8. Standard Connection Agreement ("SCA") with ESB:

It is a condition precedent to a supply from Airtricity to you under this Agreement that you have an SCA and keep to its conditions. If your Maximum Import Capacity is below 100kVA, by entering into this Supply Agreement with Airtricity, you are deemed to have entered into a SCA. You may read its terms at: <http://tinyurl.com/sdfox>. If your Maximum Import Capacity is above 100kVA, you must have a site-specific SCA in your name. Failing that, ESB 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 and the requirements of the ESB Networks "Conditions for Connection to the Distribution System", as updated and approved by the Commission for Energy Regulation from time to time. You may view these conditions on ESB Networks' website at: <http://tinyurl.com/y2ug6p>, or by contacting Airtricity Customer Service.

9. Limitation of liability:

Airtricity shall not be liable to you for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Service and the operation of any Equipment. Notwithstanding the generality of the foregoing, Airtricity shall not be liable to you in contract or in negligence or otherwise for any loss of revenue, business, contracts, anticipated savings or profits. Nothing in this Agreement shall exclude or restrict either Party's liability for death or personal injury resulting from its negligence. If any exclusion or other provision in this Agreement is held to be invalid for any reason and Airtricity becomes liable for loss and damage that could otherwise have been limited, such liability shall be limited to the total amount of charges for the Initial Term at the directly affected Premises. You shall indemnify and hold Airtricity harmless from any loss or damage arising directly or indirectly from the misuse of electricity supplied to you.

10. Changes to these terms:

Airtricity may amend these terms from time to time, for instance to comply with regulatory or legislative developments. Where such updates are material, we will provide you with a copy of any such amended terms. If any of these terms and conditions should be determined by a court to be illegal, invalid or otherwise unenforceable at law, then to the extent to which that term or condition is illegal, invalid or unenforceable, it shall be deleted and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable. Any failure by Airtricity to exercise, or any delay by Airtricity in exercising, a right or remedy provided to it by or under this Agreement will not constitute a waiver thereof.

11. Force majeure:

Airtricity shall not be obliged to carry out any obligation under this Agreement where performance of such obligation is prevented or made uneconomic due to any cause beyond Airtricity's reasonable control.

12. Credit checking; data protection:

You agree that Airtricity may carry out identity, credit reference and anti-fraud checks on you and on any legal person with whom you have a financial link, with appropriate agencies and with you directly, both prior to our entering into any agreement with you and during the term of this Agreement. If you give us false or materially inaccurate or incomplete information and/or we suspect fraud, we may in our sole discretion either refuse to enter into any agreement with you or terminate this Agreement immediately and we will disclose the foregoing to such agencies. Details of how you conduct your account may also be disclosed to those agencies. If you wish to have details of the credit reference or the fraud prevention agencies from whom we obtain and with whom we record information about you or receive a copy of the information we hold about you (for which we will charge a fee), please contact us by writing, stating your full name, address and account number.

13. Governing law:

Irish law shall govern this Agreement and the Parties shall submit disputes in connection with it to the exclusive jurisdiction of the Irish courts.

14. Renewable source declaration:

During this contract, Airtricity will supply renewable source electricity under the terms and conditions of its green supplier licence under section 14(1)(c) of the Electricity Regulation Act, 1999 ("Act"). "Renewable source electricity" means electricity from non-fossil and renewable sources of generation that comply with section 2 of the Act.

These are Airtricity's General Terms and Conditions for customers in the Republic of Ireland dated 01.05.2007.