

## **ENERGIA TERMS AND CONDITIONS FOR THE SUPPLY OF ELECTRICITY**

- 1. SUPPLY PERIOD** The Supply Period will be one year commencing on the date notified by ESB Networks meter registration system operator. At the end of the one-year period, the Supply Period will be extended on a rolling calendar month basis until the Customer or Energia serves written notice of termination in accordance with clause 9.  
3-year Fixed Rate Offer: Offer applies to customers who register before 31 December 2007. Offer period is 1st January 2007 to 31 December 2009. No customer penalty or termination fee will apply for cancellation of 3 year fixed rate offer.
- 2. CONSUMPTION DATA** ESB will read the meter. If no meter reading is available, the MRSO will estimate the consumption for the Billing Period and, when verified data becomes available, appropriate adjustments will be made. The Customer may read the meter on the last day of the Billing Period and inform Energia by telephone, fax or e-mail.
- 3. CHARGES** Charges are based on the Energia schedule of prices, as amended or varied from time to time. The schedule is available upon written request to Energia. Energia will notify changes to the schedule of prices as soon as reasonably practicable and, in any event, no later than the date of receipt of the next invoice. Such changes shall take effect from the date specified by Energia in such notice. All charges are exclusive of VAT and any other tax, duty or levy imposed in respect of electricity supplied. Invoices will be issued at the end of each Billing Period.
- 4. VARIATION** Energia reserves the right to vary the terms of this Agreement to reflect change in any domestic or EU law, subsidiary legislation, industry code or agreement or regulatory instrument or decision of any kind. Energia shall notify the Customer of any such changes as soon as reasonably practicable and in any event no later than the date of receipt of the next invoice. Such changes shall take effect from the date specified by Energia in such notice.
- 5. PAYMENT** Payment will be by direct debit 14 days after invoice issue. Payment will be made without deduction or set-off. If direct debit payments are refused by the Customer's bank, Energia may charge a handling fee and interest for late payment at 3% above EURIBOR on the outstanding daily balance. The Customer must not cancel the direct debit facility until all amounts have been paid pursuant to this Agreement.
- 6. CUSTOMER COMPLIANCE** The Customer shall at all times comply with the ESB General Conditions of Supply and the Distribution Code, as amended or replaced from time to time.
- 7. LIABILITY** The Customer acknowledges that Energia is not responsible for the quality of electrical supply to the Customer and hereby irrevocably releases Energia from all liability for power surges or loss of supply of electricity to any premises. Neither party will be liable to the other for any special or consequential loss or damages whatsoever in connection with this Agreement. This exclusion of liability will survive the termination of this Agreement but shall not apply to any claim on account of death or personal injury resulting from the negligence of either party.
- 8. DISCONNECTION** Notwithstanding the circumstances under which ESB may disconnect a Customer, Energia may request disconnection on foot of failure to pay or of other breach of this Agreement, upon termination of this Agreement by the Customer without having a contract with another registered electricity supplier, or where the customer is adjudicated bankrupt, becomes subject to an administration order, examination, proposals for an arrangement with its creditors, receivership or liquidation or is unable to pay its debts (within the meaning of Section 214 of the Companies Act, 1963).
- 9. TERMINATION** This Agreement may be terminated by Energia in any of the circumstances set out in clause 7 or, after the initial one-year Supply Period, by either party on 20 days written notice. Following termination, the Customer shall pay all charges due up to the date of transfer or disconnection. Payment obligations survive termination of this Agreement. This Agreement may also be terminated by the Customer in the case of an increase in Energia's scheduled prices which results in an increase in the charges to the Customer or in the case of a change to these terms and conditions.
- 10. DISPUTES** Billing queries should be raised in the 14-day period between issue of invoice and execution of direct debit payment. The parties will seek to resolve all disputes by negotiation in good faith. In the event that a dispute cannot be resolved in this manner, the Commission for Electricity Regulation (CER) will be invited to arbitrate. Both parties will be bound by the decision of the CER.
- 11. FORCE MAJEURE** If a party is unable to fulfil its obligations under this Agreement (other than to pay) due to events or circumstances beyond its reasonable control, such obligations will be suspended for the duration of such events or circumstances.
- 11. ASSIGNMENT** Energia may assign the benefit of this Agreement or any part of it but will notify the Customer as soon as practicable thereafter. Energia may vary the terms of this Agreement to reflect a change in any Law or Code.
- 12. SEVERANCE** If any provision of this contract is declared invalid or unenforceable by any court of competent jurisdiction, that provision will be severed and the remainder of this Agreement will remain in force. This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties accept the non-exclusive jurisdiction of the Irish Courts.
- 13. CUSTOMER CHARTER AND CODES OF PRACTICE** Energia has created a Customer Charter and the following Codes of Practice, copies of which are available on request: (1) Complaints-Handling Procedure (2) De-energisation, (3) Marketing/Selling.
- 14. DATA PROTECTION** Energia shall not use the Customer's personal information other than for purposes directly connected with the supply of electricity under the terms of this Agreement without the express authorization of the Customer unless required to or permitted by law.
- 15. CHANGE OF OCCUPANCY** In the event that the Customer moves its own business operations from the Customer's Premises and is replaced by a new occupant, the Customer shall provide at least 20 days notice in writing to Energia, stating the date from which a new occupant will be occupying the Customer's Premises and whether the occupant will require electricity supply from Energia from such date (the "Start Date"). In the event of a new occupant requiring electricity supply from Energia, the Customer shall procure that such occupant enters into a new contract for the supply of electricity on terms substantially similar to this Agreement prior to the Start Date. In the event of a new occupant occupying the Customer's Premises and entering into a new contract with Energia for the supply of electricity, the termination provisions of Clause 9 shall apply as if the Customer is terminating the Contract due to its relocation, closure, change of use or cessation of operations. In the event that the new occupant not enter into a contract with Energia for the supply of electricity, the Customer shall remain liable for any electricity supplied by Energia and consumed at the Customer's Premises from the Start Date.