Energy Supply Contract: Non-Household Customers
General Terms and Conditions for the Supply of Energy www.energia.ie

These terms and conditions, as amended from time to time (the "General Terms and Conditions") together with our privacy statement referred to in Clause 13, the Energy Supply Contract and any Special Conditions constitute the Agreement between Viridian Energy Supply Limited (in respect of customers connected in Northern Ireland) or Viridian Energy Limited (in respect of customers connected in the Republic of Ireland) ("Energia") and a company, entity or party requesting a supply of Energy (the "Customer")

1. DEFINITIONS

"Accrued Charges" means any costs, expenses or liabilities of any kind incurred by Energia as a result of Energia forward purchasing or hedging tradable commodities on behalf of the Customer.

"Agreement" means the Energy Supply Contract, these General Terms and Conditions and any Special Conditions.

"Business Day" means any day (other than a Saturday or Sunday) on which banks are open for business in the Republic of Ireland and Northern Ireland.

"Change in Occupancy Date" has the meaning given to it in Clause 15.1.

"Charges" means, in respect of any billing period the relevant Rates set out in the Energy Supply Contract multiplied by (subject to Clause 4.4) the relevant metered quantity of Energy supplied to the Supply Point in respect of such billing period, in each case as may be varied in accordance with this Agreement.

"Clause" means a clause of these General Terms and Conditions.

"Conditions Precedent" means the conditions precedent to this Agreement set out in Clauses 11.1 and 21.1, the Energy Supply Contract and, if applicable, the Special Conditions.

"Connection Agreement" means the agreement(s) between the Customer and the Relevant System Operator under which the Customer has the right to be, and to stay, connected to the electricity or gas transmission or distribution system in line with the terms and conditions of that agreement.

"Customer's Premises" means the premises at the Supply Address(es) specified in the Energy Supply Contract.

"DD Refund Right" means, in respect of Republic of Ireland Customers, any right of a debtor under the SEPA Core Direct Debit Scheme Rulebook to claim a refund from their debtor bank of a direct debit payment and, in respect of Northern Ireland Customers, any right of a debtor to claim a refund of a direct debit payment arising from time to time pursuant to or consequent upon Regulation (EU) No 260/2012.

"DD Reimbursement" any payment made by Energia to its creditor bank in respect of the exercise of a DD Refund Right by the Customer.

"DG Code" means the electricity industry code representing the electricity use of system group at any Supply Point covered by this Agreement, as set out in the Customer's bill.

"Data Protection Legislation" means as applicable, the Irish Data Protection Acts 1988 to 2003, the UK Data Protection Act 1998, the Irish European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, the UK Privacy and Electronic Communications (EC Directive) Regulations 2003, and from 25 May 2018 the General Data Protection Regulation (EU 2016/679) and any relevant transposition, successor or replacement of any of the foregoing laws and any other laws in force in Ireland or the UK (to the extent applicable) relating to data protection.

"Energy" means electricity and/or gas, as the circumstances require.

"Energy Supply Contract" means, as applicable, any of the Energia standard form contracts of that name for Non-Household Customers (including, where applicable, all or any of the Customer Registration Form, the Energy Rates Contract and the Customer Service Checklist), the Energia Gas Purchase Tender or the Gas Supply Contract (in each case including any Schedules thereto).

"EURIBOR" means the Euro Interbank Offered Rate being, in relation to any sum, the rate per annum for deposits in Euro for a specified period.

"Expiry Date" means, where a Fixed Term is specified in the Energy Supply Contract, the last day of such Fixed Term.

"Fixed Term" means (a) where an Energy Supply Contract specifies a fixed term, such fixed term; or (b) where no fixed term is specified but an Energy Supply Contract specifies a fixed Rate, the period during which such fixed Rate applies (whether specified in the Energy Supply Contract or determined pursuant to Clause 8.1).

"Force Majeure" means any event or circumstance which would constitute force majeure under any applicable Connection Agreement, network or grid code.

"Fuel Variation Tariff" means the gas tariff offered by Energia to NDM business Customers, as amended by the Regulatory Authority from time to time.

"GNI" means Gas Networks Ireland (formerly Bord Gais Networks).

"Harmonised Downloadable File" means a file showing the Customer's half hourly interval consumption data which will include the Customer's MPRN/GPRN and the associated Meter Serial Number (MSN) split by date showing the consumption/export in each of the 48 half hourly periods within the day for the selected time period

"Household Customer" means any Customer who is purchasing Energy for its own household consumption, excluding commercial or professional activities.

"Insolvency Event" means, in respect of the Customer:

a. the stopping or suspension of making payments (whether of principal or interest) with respect to all or any of its debts or the announcement of an intention to do so;

b. the suspension or cessation or the threatening to suspend or cease to carry on its business;

c. the appointment of, or presentation of a petition for the appointment of, a liquidator, provisional liquidator, examiner, administrative receiver or receiver to or over the whole or any part of its assets;

d. the entering into of any reorganisation, moratorium, scheme of arrangement or composition with or for the benefit of creditors generally or any class of its creditors;

e. in relation to the Republic of Ireland, the service on it of a notice of attachment pursuant to Section 1002 of the Taxes Consolidation Act, 1997 (Republic of Ireland) or, in relation to Northern Ireland, Section 61 of the Taxes Management Act 1970 and/or Section 51 of the Finance Act 1997;

f. suffering any distress, sequestration, attachment or execution;

g. the proposal or passing of a resolution to wind it up (other than in the circumstances of a solvent voluntary winding-up as part of a reorganisation or restructuring);

h. becoming unable to pay its debts or being deemed to be unable to pay its debts pursuant to section 214 of the Companies Act, 1963 (Republic of Ireland) or Article 103 of the Insolvency (Northern Ireland) Order 1989; or

i. taking or suffering any similar or analogous action to items above in any jurisdiction in consequence of debt.

"Last Resort Supply Direction" means a direction given to a supplier by the Regulatory Authority requiring it to make available a supply of Energy to premises previously supplied by another supplier.

"Laws" means in respect of the Republic of Ireland or Northern Ireland as the case may be, all applicable laws, legislation, statutory instruments, directives, regulations, requirements, instructions, orders, directions or rules or otherwise of any competent authority of a national or EU character, together with all applicable codes, industry agreements or licence conditions, and "Law" shall mean any one of them.

"Medium Business User" means a Customer on the gas tariff offered by Energia to NDM medium Non-Household Customers.

"NDM" means non-daily metered.

"Non-Household Customer" means a Customer who is not a Household Customer.

"Personal Data" shall have the meaning set out in the applicable Data Protection Legislation.

"Product Terms Sheet" means a statement issued to a Customer that (1) outlines any specific tariff or offer that applies to an individual Customer, including the price, any application discount and the duration of that offer; (2) sets out the terms on which any specific tariff or offer will terminate or expire; and (3) sets out and clarifies any specific terms and conditions that apply to an individual Customer, in particular any differences between the specific terms and conditions and these General Terms and Conditions.

"Rates" means the unit price that the Customer pays for the purchase of Energy, as contained in the Energy Supply Contract.

"Regulatory Authority" means either or both of the: Commission for Regulation of Utilities (CRU) and the Northern Ireland Authority for Utility Regulation, as the context may require or any other competent authority.

"Relevant System Operator" means any person who owns or operates the gas or electricity transmission or distribution system or provides metering services in the Republic of Ireland or Northern Ireland, as applicable, from time to time.

"Security" means the security (if any) required by Energia pursuant to Clause 4.2 and/or as set out in the Special Conditions.

"Small Business User" means a Customer on the gas tariff offered by Energia to NDM small Non-Household Customers.

"Special Conditions" means the special conditions notified by Energia to the Customer which forms part of this Agreement.

"Standing Charge" means the charge specified as such in the Energy Supply Contract as may be varied in accordance with the terms of this Agreement.

"Supply Address" means the address(es) at which any Supply Point supplied under this Agreement is located, as specified in the Energy Supply Contract;

"Supply Period" means the period commencing on the Supply Period Start Date and terminating on the Termination Date.

"Supply Period Start Date" means in respect of any Supply Point supplied under this Agreement, the later of

a. the date the Supply Point is confirmed as registered to Energia by the Relevant System Operator; and

b. the date that all Conditions Precedent are satisfied by the Customer or waived by Energia.

"Supply Point" means the point(s) at which the Customer's Premises is (are) connected to the relevant gas or electricity distribution system.

"Supply Price" means the total price that the Customer pays for the purchase of Energy, such price comprising the Charges, the Standing Charges and any other charges or costs specified in the Energy Supply Contract or imposed from time to time (whether resulting from any change in Law, or any action by Government or any Regulatory Authority or otherwise), but excluding VAT and any other tax, duty or levy imposed in respect of or by reference to the Energy supplied.

"Termination Date" means the date on which this Agreement is terminated pursuant to Clause 8.

"Time of Use Primer" means a notice comprising of the following (1) an overview of time-of-use tariffs work in general, (2) an overview of the wider benefits of time-use; (3) how Energia's time-of-use tariffs are structured; and (4) how the Customer can obtain more detailed information from Energia.

"Time of Use Tariff" means tariffs with at least three unit rates that apply to specified time periods such as a period of time within a day, day of the week, month of the year. Full details in the Product Terms Sheet.

In the event of inconsistency between these terms and conditions, the Special Conditions, and the Energy Supply Contract, the following order of precedence shall prevail:

a. the Special Conditions;

b. the Energy Supply Contract; and

c. these General Terms and Conditions; provided that nothing takes precedence over Clauses 3.1, 3.2, 9, 10 and 1.1 of these General Terms and Conditions.

2. COMMENCEMENT

2.1 This Agreement shall commence on the date of execution by both parties and shall continue until the Termination Date.

2.2 Unless otherwise agreed by the parties, Energia shall supply or procure the supply of Energy to the Customer at the Supply Point during the Supply Period and the Customer shall take delivery of such Energy at the Supply Point and pay for such Energy, in each case on the terms and conditions set out in this Agreement.

2.3 Energia shall not be obliged to supply Energy to the Customer prior to the Supply Period Start Date. The Customer shall be liable for and shall hold Energia harmless in respect of any and all Energy usage by the Customer prior to the Supply Period Start Date, irrespective of the reason or reasons that the Supply Period Start Date has failed to occur and whether such failure was the fault of the Customer, Energia, a third party or otherwise.

3. CHARGES

3.1 In consideration of Energia selling Energy to the Customer during the Supply Period, the Customer shall pay Energia the Supply Price.

3.2 Energia shall be entitled to vary the Rates from time to time to reflect any changes in wholesale electricity prices, commodity prices or other input costs including but not limited to commodity fuel cost, financial cost, cost items included in wholesale electricity prices (including but not limited to gas capacity costs and any costs relating to carbon) or any other input costs or resulting from any change in Law or as a result of any action by Government or a Regulatory Authority. Energia shall be entitled to vary the Standing Charge and/or any other cost or charge component of the Supply Price from time to time to reflect any change in Law or as a result of any action by the Government, a Regulatory Authority, a Relevant System Operator or otherwise, including but not limited to any changes in third party charges incurred by Energia in connection with the supply of Energy under this Agreement and/or any changed or discontinued rebates. Energia shall be entitled to include any other costs or charges in the Supply Price from time to time to reflect any change in Law or any action by the Government, a Regulatory Authority, a Relevant System Operator or otherwise, including but not limited to energy efficiency related costs or charges. Energia will notify changes to the Supply Price (or any component thereof) as soon as reasonably practicable and, in any event, no later than 28 days after the increase comes into effect. Such changes shall take effect from the date specified by Energia in such notice. The Supply Price is exclusive of VAT and any other tax, duty or levy imposed in respect of Energy supplied.

3.3 Subject to Energia's right to charge fees for early termination under Clauses 8.2 and 8.3, the Customer will not be charged for changing supplier.

3.4 Energia's offer to supply Energy and the Rates that are offered to the Customer for the supply of Energy are offered subject to Energia completing credit checks on the Customer that are satisfactory to Energia at its sole discretion. Energia reserves the right to vary the Rates from time to time in accordance with the notice periods specified in Clause 3.2.

3.5 Where a material change occurs in the profile consumption used to calculate the Supply Price, Energia reserves the right to recalculate the Supply Price for the duration of this Agreement using the updated profile consumption. Where tradable commodities have been forward purchased or hedged at the Customer's request, any costs arising from the new consumption profile will be included in any Accrued Charges calculation.

4. TERMS OF PAYMENT

4.1 The terms of payment in this Clause 4 and the Security requirements are based on the Customer's current credit worthiness. If:

a. Energia considers that the Customer's credit worthiness has changed, or that the Customer has suffered an Insolvency Event; and/or

b. the Customer exercises the DD Refund Right in respect of any payments or amounts which are validly due and payable under this Agreement;

4.2 Energia reserves the right to reassess the terms of payment and Security requirements applicable to the Customer. If the parties fail to reach agreement on the reassessed terms of payment or Security requirements within 5 Business Days or the required Security is not provided within 5 Business Days, Energia may terminate this Agreement forthwith by notice in writing.

4.3 Energia will at the end of each billing period issue the Customer an invoice for that billing period of the Charges, the Standing Charges and any other amounts due under this Agreement, together with any applicable Value Added Tax (VAT) or replacement or other tax and the Customer will pay such amounts by cleared funds within 14 days of the date of the invoice unless otherwise agreed in the Special Conditions. All invoices will be issued online only, unless the Customer requests a hard copy invoice to be sent to it. The Customer shall make such payment by direct debit, unless otherwise agreed between Energia and the Customer. If any payments are refused by the Customer's bank, Energia may charge and the Customer shall pay to Energia a handling fee. If the Customer does not pay by Direct Debit or if otherwise required by Energia at its absolute discretion, Energia may require the Customer to provide additional Security in the form of a cash deposit in such amount notified by Energia. Any requirement that the Customer provides Security can be reviewed upon request from the Customer following 12 months provision of Security in accordance with Energia's requirements.

4.4 The Customer shall not deduct or set-off any payments to be made under this Agreement against any amounts due to the Customer for other services provided.

4.5 In the event of accurate data being unavailable to Energia for billing purposes or for the purposes of calculation of alterations to the Supply Price, the Supply Price will be based on historical data or good faith estimates made by Energia. If accurate data subsequently becomes available, Energia reserves the right but shall not be obliged to recalculate the Supply Price using the accurate data. Any such recalculation may take place up to 13 months after the month of consumption in accordance with market settlement rules. Energia will not be liable for interest accruing on payments made by the Customer in the event of an overpayment due to a billing error or inaccurate data.

4.6 Energia may charge a late payment fee on overdue invoices. A schedule of late payment fees applicable is available on Energia's website at www.energia.ie.

4.7 Energia and the Customer agree that the late payment fee referred to in Clause 4.5 is a genuine pre-estimate of the loss which would be suffered by Energia in the event of a late payment of an invoice by the Customer.

4.8 Energia shall be entitled to draw down the amount due under the Security if:

a. any amount due on an invoice is not paid by the due date; or

b. Energia is required to make a DD Reimbursement in respect of any payments or amounts which are validly due and payable under this Agreement.

4.9 The exercise of the DD Refund Right by the Customer shall not prejudice the liability of the Customer for any payments due under this Agreement.

4.10 The balance of any Security (if any) will be repaid to the Customer when the Customer's account is closed, provided that all sums due to Energia have been paid.

5. METERING

5.1 The Customer shall ensure that Energia, the Relevant System Operators and their employees, agents and contractors have reasonable, safe and unobstructed access to metering equipment at all relevant times. The Customer's Energy supply will be measured by metering equipment that will be installed and maintained in line with the relevant Connection Agreement which sets out the main commercial terms for the connection to the gas or electricity distribution system. The Relevant System Operator's staff, its agents or contractors will read the Customer's meter.

6. COMPLIANCE WITH LAWS

6.1 Each party must at all times during the term of this Agreement comply with all applicable Laws relevant to the performance of their obligations thereunder.

7. LIABILITY AND FORCE MAJEURE

7.1 Neither party shall be liable to the other for any failure to perform its obligations under this Agreement to the extent that such failure is due to the occurrence of an event of Force Majeure, save that the occurrence of an event of Force Majeure shall not excuse the parties from any obligation to make payments of money under this Agreement.

7.2 Neither party will be liable to the other for loss of profit or revenue, loss of use, loss of contract or other business opportunity, loss of goodwill, loss or failure of or delay in production or increased cost of working or any other special, indirect or consequential loss or damage whatsoever arising out of or in connection with this Agreement.

7.3 Notwithstanding Clause 7.2, Energia's liability to the Customer shall be limited to £100,000 (Customers in Northern Ireland) or €100,000 (Customers in Republic of Ireland).

7.4 The exclusions and limitation of liability in this Clause 7 shall not apply to any claim on account of death or personal injury resulting from the negligence of either party.

7.5 Nothing in this Clause 7 shall release the Customer from its obligation to pay the Supply Price in accordance with Clause 3.1, or to pay any other fees owed by the Customer to Energia from time to time under this Agreement (including the late payment fee in accordance with Clause 4.5).

8. TERM AND TERMINATION

8.1 If this Agreement does not terminate on the Expiry Date, it will remain in force on a rolling calendar month basis. Energia shall be entitled to charge the higher of either the existing Rates applicable to the expired contract or revised Rates with effect from the Expiry Date by notice to the Customer, such notice to be given no later than 28 days after such Rates are first applied (and may be given in the invoice or in a notice accompanying it). The parties shall be bound by this Agreement for the duration of any such extended period and repeat any representations and warranties given under this Agreement as at the commencement of any such extended period. Unless otherwise specified, any Rates specified in an Energy Supply Contract are valid for a period of 12 months from the date that the Energy Supply Contract (or part thereof which contains such fixed Rates) is signed by both parties.

8.2 Subject to Clause 8.4 and unless otherwise specified in the Special Conditions:

a. if a Fixed Term is specified in this Agreement in respect of the supply of electricity and this Agreement is terminated prior to the Expiry Date in accordance with any of Clauses 8.5(c) to 8.5(g), an early termination fee will be payable by the Customer to Energia in respect of each Supply Point supplied under this Agreement; and

b. if a Fixed Term is specified in this Agreement in respect of the supply of electricity and a Supply Point or Supply Points cease to be supplied prior to the expiry of the Fixed Term, an early termination fee may be charged by Energia to the Customer in respect of each Supply Point in respect of which supply is terminated.

Where an early termination fee is payable in respect of a Supply Point under this Clause 8.2, the amount of such early termination fee shall be determined by the DG Code applicable to the Supply Point: DG1/2: €/£150, DG5: Annual Consumption less than 35,000 units €/£1,800, Annual Consumption greater than 35,000 units €/£3,600, DG6: Annual Consumption less than 150,000 units €/£3,500, Annual Consumption between 150,000 & 300,000 units €/£7,500, Annual consumption Greater than 300,000 units €/£16,000.

8.3 Subject to Clause 8.4, if a Fixed Term is specified in this Agreement in respect of the supply of gas and this Agreement is terminated prior to the Expiry Date in accordance with any of Clauses 8.5(c) to 8.5(g), an early termination fee will be payable by the Customer to Energia as follows:

a. for Customers on a Fuel Variation Tariff, a fee of €/£5,000 shall be payable by the Customer to Energia;

b. for Medium Business Users a fee of €/£3,000 shall be payable by the Customer to Energia; and

c. for Small Business Users a fee of €/£1,000 shall be payable by the Customer to Energia.

8.4 Clauses 8.2 and 8.3 are applicable to Republic of Ireland Customers only. Energia and the Customer agree that the early termination fees referred to in Clauses 8.2 and 8.3 represent a genuine pre-estimate of the loss which would be suffered by Energia in the event of the early termination of this Agreement prior to the Expiry Date.

8.5 This Agreement may be terminated:

a. if this Agreement has a Fixed Term, by either party on or at any time after the Expiry Date, by giving no less than 20 Business Days' notice in writing to the other party specifying the date of termination;

b. if this Agreement has no Fixed Term, by either party at any time by giving no less than 20 Business Days' notice in writing to the other party specifying the date of termination;

c. by Energia forthwith by notice in writing to the Customer if the Customer fails to pay any invoice within the timeframe outlined in Clause 4.2 or breaches this Agreement or the relevant Connection Agreement and does not remedy the breach within 10 Business Days after having received written notification of such breach;

d. by Energia forthwith by notice in writing to the Customer if the Customer has made unauthorised use of Energy or committed theft of Energy;

e. by Energia forthwith by notice in writing to the Customer upon the occurrence of an Insolvency Event;

f. by Energia forthwith

i. if the Conditions Precedent are not satisfied or Security is not provided by the Supply Period Start Date; or

ii. in the circumstances described in Clause 4.1; or (iii) if Energia is not satisfied with the Customer's credit rating pursuant to Clause 3.4; or

g. by Energia where (a) you are availing of a Time of Use Tariff and (b) you notify Energia that you no longer wish to provide half hourly metering data to Energia;

h. in any other circumstance specified in the Special Conditions or these General Terms and Conditions.

8.6 This Agreement shall terminate on the date that a Last Resort Supply Direction, given to another Energy supplier, takes effect in relation to the Customer's Premises.

8.7 Upon termination of this Agreement:

a. closing meter readings will be taken at the Customer's Premises in respect of which this Agreement is being terminated. Where a meter reading is not available, estimated readings will be applied;

b. Energia will issue the Customer or the Customers representatives a final account for any outstanding amount which will include any Accrued Charges;

c. Energia will issue the Relevant System Operator with a request to disconnect the Customer's Premises, and the Customer will pay any costs incurred by Energia as a result of instruction to the Relevant System Operator to de-energise or disconnect supply and in procuring a meter lock or meter disconnect as appropriate to the Customer's Premises and such other costs on termination set out in the Special Conditions; and

d. the Customer shall procure that its employees and agents shall permit Energia or its agent to enter the Customer's Premises to remove Energia's or its agent's equipment.

8.8 Action taken under this Clause 8 shall be without prejudice to either party's subsisting rights and to any additional rights specified in the Special Conditions.

8.9 The Customer shall not take delivery of Energy while registered as a customer of Energia after the Termination Date. In the event that the Customer takes a supply of Energy while registered as a customer of Energia after the Termination Date, the provisions of this Agreement will survive termination and the Customer shall indemnify Energia against all and any loss, damage, cost, expense, charge, fee, claim or liability incurred by Energia in supplying the Customer or the Customer's Premises after the Termination Date (including any Energy usage, Standing Charges or other levies or charges of any kind).

8.10 All rights and liabilities, which accrued prior to termination and Clauses 4, 7, 8, 9, 10, 12.2, 13, 15, 16, 17 and 21 will survive termination of this Agreement.

9. DE-ENERGISATION

9.1 The Customer's Premises may be de-energised at the request of Energia without liability to Energia for any loss or damage suffered by the Customer if:

a. any of the circumstances in Clause 8.5 take place; or

b. the Customer continues to use Energy supplied by Energia at the Customer's Premises after the Termination Date.

10. MULTIPLE SUPPLY POINTS

10.1 In the event that Energia is supplying Energy to the same Customer at more than one Supply Address under separate Energy Supply Contracts or more than one Supply Point under this Agreement, Energia may de-energise all or any of the Customer's Supply Points and/ or terminate this Agreement if any of the events referred to in Clauses 8.2 or 9.1 occur with respect to any one Supply Point, without liability to Energia for any loss or damage suffered by the Customer.

10.2 If the Customer changes its Customer Premises or Supply Address and any invoice or liability is outstanding in respect of a previous Customer Premises or Supply Address, then Energia may at its sole discretion transfer the balance of the outstanding invoice or liability to the account registered at the new Customer Premises. Energia may also at its sole discretion transfer the outstanding balance of a Customer's account to another account of the same Customer if an invoice or liability is outstanding in respect of an account which has been closed, discontinued or is not being actively paid.

11. CONNECTION AGREEMENT

11.1 It is a condition precedent to the supply of Energy to the Customer by Energia under this Agreement in both the Republic of Ireland and Northern Ireland that the Customer is connected to the system of, and is entitled to take supply of electricity and gas from, the system of the Relevant System Operator, and agrees to be bound by the terms and conditions of the Connection Agreement.

11.2 For Northern Ireland customers, unless the Customer has entered into a separate Connection Agreement with Relevant System Operator, the Customer agrees that by entering into this Agreement, the Customer is also entering into a Connection Agreement with the Relevant System Operator. The terms of that Connection Agreement are the Standard Connection Terms and Conditions as published by the Relevant System Operator from time to time. In the event that the Customer does not wish to be bound by the Standard Connection Terms and Conditions, the Customer may negotiate their Connection Agreement directly with the Relevant System Operator, but the Customer must notify Energia of the same and provide evidence that a Connection Agreement is in place prior to Energia commencing supply to the Customer's Premises.

11.3 Northern Ireland Customers who are being supplied with electricity at more than 650 volts are required to have a site-specific Connection Agreement with the Relevant System Operator. Details of the relevant Connection Agreement can be found at www.nie.co.uk.

12. REPRESENTATIONS AND WARRANTIES

12.1 The Customer represents and warrants to Energia that:

a. the Customer has full legal right, power and authority to enter into this Agreement and at all times throughout the term of this Agreement to execute, deliver and perform all its obligations thereunder;

b. the execution of this Agreement has been duly authorised by all necessary corporate action on behalf of the Customer;

c. at the date of this Agreement and at all times during the term, the information provided by the Customer and set out in this Agreement is true and correct in all material particulars;

d. at the date of this Agreement and at all times throughout the term thereof, there are no facts or circumstances which have not been notified to Energia in writing prior to the date of commencement of this Agreement which would prevent Energia from exercising its rights under Clause 8; and

e. it is not a Household Customer.

12.2 The Customer hereby indemnifies Energia in relation to any breach of the representations and warranties set out in this Clause 12.

13. CUSTOMER INFORMATION

13.1 Energia may use the information provided by the Customer or generated in connection with this Energy Supply Contract and that provided by third parties, including any Personal Data, ("Customer Information") for its business purposes including the setting up of, risk assessment, credit insurance, fraud prevention, monitoring, managing, the provision of our services and products, administering the Customer's account, for the purposes of obtaining credit references in connection with the Customer's business, conducting market research, building customer profiles, implementing changes of supplier, obtaining maintaining and exchanging information on meter points (including the identification of meter points), reporting to statutory authorities, reporting to Regulatory Authorities, billing, debt collection, call data management, credit insurers and in accordance with Laws. Energia may retain Customer Information for a reasonable period after the Customer ceases to be supplied with our products and services.

13.2 To the extent such Customer Information is Personal Data Energia will only use such Personal Data in accordance with our privacy statement and in providing its services and products and to comply with its duties under applicable Laws. Please see our privacy statement for details of how we process your personal data, in accordance with our obligations under data protection legislation. Our privacy statement is available in your welcome pack and online at https://www.energia.ie/privacystatement. We may update this statement from time to time and any changes will be notified on our website or otherwise will be notified as required by applicable data protection law.

13.3 If the Customer provides Personal Data in connection with this Agreement which is not the Customer's own Personal Data, the Customer must ensure that such disclosure of Personal Data complies with Data Protection Legislation. The Customer acknowledges that any credit reference search carried out may also be recorded on their credit file, whether or not an application for a supply is successful.

13.4 In order to transfer the Customer's energy supply, Energia and/or its agents and service providers may contact the Customer's current or previous supplier to establish all relevant details in connection with that transfer and establish details of any outstanding debt the Customer may owe them. If the Customer transfers to a new supplier and the Customer owes Energia money, Energia may inform the new supplier about the debt.

13.5 Energia and/or its agents and service providers may pass Customer Information to all other relevant industry organisations based on agreed industry practices, Group Companies, to agents and service providers, credit reference agencies and credit insurers who will record the search, other energy suppliers, Relevant System Operator and in accordance with Law. This may involve passing Customer Information outside of the European Economic Area. Energia will pass Customer Information to any organisation to whom it may transfer its rights or obligations under this Agreement. Energia may contact the Customer from time to time to confirm the accuracy of the Customer's details. If any of the Customer's details are inaccurate, please inform Energia immediately and Energia will amend accordingly.

13.6 In order to ensure a quality service Energia, its agents and service providers, may record telephone calls for the purposes of training, quality control and account management and verification.

13.7 The Customer is entitled to request its export data from Energia and shall be able to access its historical consumption data via a Harmonised Downloadable File available online. Energia shall take reasonable and effective steps to refresh the data regularly and frequently.

14. OBLIGATION TO PROVIDE INFORMATION

14.1 The Customer must notify Energia immediately upon:

a. the Customer's credit rating being changed;

b. any of the Customer's representations and warranties ceasing to be true in any material particular; or

c. the occurrence of an Insolvency Event.

14.2 The Customer must provide Energia within 7 days of request (or in the case of emergency such shorter time as Energia may request) such information as Energia may request to enable it to comply with applicable Laws and must continue to provide Energia with all such information as soon as is reasonably practicable.

14.3 Energia shall provide the Customer with a Time of Use Primer (1) for Customers that already have a smart meter installed within six months of January 2021; or (2) for Customers that have a smart meter installed after April 2021, no more than three months after the smart metered is installed.

14.4 Where a Customer has not switched to time-of-use 12 months after receiving a Time of Use Primer, Energia will contact the Customer, and every subsequent 12 month period thereafter where the Customer has not switched to time-of-use, with a Time of Use Reminder.

15. CHANGE IN OCCUPANCY

15.1 In the event that the Customer moves or intends to move its business operations from the Customer's Premises:

a. the Customer shall provide at least 20 days' advance notice in writing to Energia, stating the date and time from which the Customer will cease to be occupying the Customer's Premises (the "Change in Occupancy Date");

b. the Customer may request that Energia transfer this Agreement to the Customer's new premises and, if agreed by Energia, this Agreement shall crease to apply to the Customer's Premises from the Change in Occupancy Date and will apply to the Customer's new premises from the date that such premises are registered to Energia by the Relevant System Operator;

c. if the Customer does not request that this Agreement be transferred to a new premises, Energia may terminate this Agreement forthwith and the provisions of Clause 8 shall apply;

d. the Customer shall notify Energia if a new occupant will be occupying the Customer's Premises and whether the occupant will require Energy supply from Energia from the Change in Occupancy Date; and

e. the Customer must provide Energia with a closing meter reading. If the Customer fails to do so, it shall be responsible for all Energy supplied by Energia and consumed at the Customer's Premises until date when a new occupant is registered at the meter point. This is without prejudice to the provisions of Clause 8 and/or Clause 10.2.

15.2 In the event of a new occupant requiring supply of Energy from Energia, the Customer shall procure that such occupant enters into a new contract for the supply of Energy on terms offered by Energia. Save where this Agreement continues pursuant to Clause 15.1(b), this Agreement shall terminate on the date that such contract with a new occupant takes effect and the provisions of Clause 8 will apply.

15.3 Until the new occupant enters into a contract with Energia for the supply of Energy or in the event that the new occupant does not enter into a contract with Energia for the supply of Energy, the Customer shall remain liable from the Change in Occupancy Date for any Energy supplied by Energia and consumed at the Customer's Premises (or where applicable the premises that were the Customer's Premises prior to the Change in Occupancy Date), together with any Standing Charges or other charges or levies in respect of such premises.

16. DISPUTE RESOLUTION

16.1 In the event of any dispute or difference of whatever nature in connection with this Agreement the parties will use reasonable endeavours to resolve the matters in dispute in good faith by mutual discussion. If the dispute has not been resolved by such mutual discussions within 15 days, the dispute may be referred to:

a. the Consumer Council for disputes relating to Energy supply in Northern Ireland; or

b. the Commission for Regulation of Utilities (CRU) for disputes relating to Energy supply in the Republic of Ireland.

16.2 Save in respect of a dispute regarding termination of this Agreement, performance of this Agreement by both parties will continue during the dispute resolution process.

17. CONFIDENTIALITY

This Agreement and all information provided in connection with it shall be treated as confidential and shall not be disclosed without the prior written consent of the other party, save that consent shall not be required for disclosure:

17.1 to directors, employees, consultants, professional advisors or affiliates of either party, provided that they in turn are required by that party to treat the information disclosed as confidential;

17.2 to any financial institution in relation to the financing of either party's business activities, provided that the financial institution is required by that party to treat the information disclosed as confidential;

17.3 to the extent required by any Law, judicial process or the rules and regulations of any recognised stock exchange;

17.4 to the extent necessary to enable Energia to perform its obligations and supply or procure the supply of Energy under this Agreement;

17.5 for the purposes set out in Clause 13 (Customer Information) or

17.6 to any intending assignee of the rights and interests of either party or any potential purchaser of either party, provided that such intending assignee is required by that party to treat the information disclosed as confidential.

18. CUSTOMER CHARTER AND CODE OF PRACTICE

Energia has created a customer charter and the following codes of practice for Non-Household Customers, copies of which are available at www.energia.ie or on request:

a. Marketing;

b. Sign Up

c. Customer Billing, payment & disconnection;

d. Efficient use of electricity & gas

e. Customer complaints charter;

f. Security deposit policy

g. Smart code of practice

19. NOTICES

19.1 Energia and/or agents acting on behalf of Energia may wish to contact the Customer by email, text message, post, telephone or in person with information about products and service (relating to Energy or other products and services including those offered by third parties) which may be of interest to the Customer. If the Customer does not wish to be contacted the Customer may exercise their right to opt-out. This can be exercising by writing to Energia at the address in Clause 19.2.

19.2 All notices and communications concerning this Agreement will be in writing, in the English language and addressed as follows:

In the case of Energia:

For Northern Ireland Customers:

Energia, Energia House, 62 Newforge Lane, Belfast, BT9 5NF.

Telephone: +44 (0)28 90380630, Facsimile: +44 (0)28 90682509. Email: notice@energia.ie

For Republic of Ireland Customers:

Energia, The Liberty Centre, Blanchardstown, Dublin 15, D15 YT2H. Telephone: 1850 36 37 44, Fax: +353 1 869 2050. Email: notice@energia.ie

In the case of the Customer, to the address specified in the Energy Supply Contract.

19.3 A party may change its address for service at any time by notice in writing to the other parties. Notices may be delivered with, or published on, a bill and will be deemed served or delivered to the addressee or its office:

a. If delivered by hand, upon the date of delivery;

b. If delivered by pre-paid ordinary post within the jurisdiction in which the Customer resides or is registered,2 Business Days after sending or if delivered by pre-paid ordinary post outside the jurisdiction in which the Customer resides or is registered, 5 Business Days after sending;

c. If delivered by facsimile, at the time that a transmission report is produced by the sender's facsimile machine confirming that the transmission has been satisfactorily completed; or

d. If delivered by electronic mail, at the time that the sender's computer generates a message stating that the e-mail has been received.

20. RENEWABLE SOURCE DECLARATION (APPLICABLE TO NORTHERN IRELAND ELECTRICITY CUSTOMERS ONLY)

During the Supply Period, Energia will supply no more renewable source electricity than Energia acquires or generates. In Northern Ireland, 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, SI 2001 No838 (as may be amended from time to time). This means, to the extent that the Customer has contracted with Energia for the supply of renewable source electricity that the Customer does not have to pay climate change levy on such electricity.

21. GAS SUPPLY (APPLICABLE TO GAS CUSTOMERS ONLY)

21.1 In consideration, and as a condition, of being connected to the relevant gas distribution system in order to receive a gas supply and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Customer agrees to be bound by the terms and conditions under which a connection to the relevant gas distribution system is provided. In Northern Ireland, this means the Code of Operations approved by the Regulatory Authority and published by the relevant holder of a licence for the conveyance of gas issued by the Regulatory Authority. In the Republic of Ireland, these terms and conditions, called the "Gaslink, GNI Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points", are available at www.gaslink.ie and www.gasnetworks.ie or by contacting GNI at 1850 20 06 94 and are entered into between the Customer and GNI, acting as the agent for and on behalf of Gaslink as and from the date of this Agreement.

21.2 The Customer agrees, acknowledges and confirms that:

a. all equipment and installations up to and including the gas meter belong to the Relevant System Operator and must be kept at the Customer's Premises and used in line with Relevant System Operator's instructions;

b. pipework from the meter into the Customer's Premises and the Customer's appliances connecting to it are the Customer's responsibility. The Relevant System Operator does not accept any responsibility for maintaining these; and

c. the Customer must allow the Relevant System Operator's authorised personnel, agents or contractors to enter the Customer's Premises to which gas is supplied for the purposes of reading, inspecting, disconnecting, locking or removing the meter or meters, and for all other purposes in connection with providing gas. Such entry to be permitted at all reasonable times and at any time in an emergency.

21.3 Any meter supplied to the Customer shall remain the property of the Relevant System Operator and may be removed or disconnected by the Relevant System Operator in the following circumstances:

a. under instruction of Energia;

b. for safety; suspected interference reasons; or

c. there is no active gas supplier at the Customer's premises.

21.4 The Customer agrees that Energia may give the Customer's information to the Relevant System Operator for the purposes of connecting the Customer to, and operating, the relevant distribution system and for the purposes of any agreement in relation to connection to the relevant distribution system, including the "Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points".

22. MISCELLANEOUS

22.1 These General Terms and Conditions are subject to change from time to time, whether to reflect any new or changed Energy market arrangements or Laws, directions of Regulatory Authorities or otherwise. Energia may provide the Customer with revised General Terms and Conditions or notify the Customer on their bill, by email, by letter or by way of public advertisement that revised General Terms and Conditions are applicable. Such notices will be deemed received at the times specified in Clause 19.3, save for notice by public advertisement which will be deemed received on date of publication. The General Terms and Conditions applicable from time to time are available at www.energia.ie or will be provided on request. In any case, the revised General Terms and Conditions will be deemed incorporated into this Agreement from the later of the date of notification to the Customer or the date that the revised General Terms and Conditions are specified to come into effect.

22.2 Energia may assign the benefit of this Agreement or any part of it. The Customer may assign this Agreement only with written consent of Energia, which consent shall not be unreasonably withheld.

22.3 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements between the parties in relation to the subject matter thereof. Each party acknowledges that it has not entered into this Agreement on the basis of any representation or warranty other than those set out herein.

22.4 Any waiver under this Agreement must be in writing. No waiver of any power or right shall be construed as a waiver of any other power or right. A waiver of a breach will not operate or be construed as a waiver of any other or further breach.

22.5 If any court of competent jurisdiction declares any provision of this Agreement void, that provision will be severed, and the remainder of this Agreement will remain in full force and effect. If any provision of this Agreement becomes invalid or unenforceable or requires variation as a result of any change in any Law or trading arrangements, this Agreement will be amended by agreement between the parties, or failing such agreement, as determined by Energia acting in good faith, in such a way as to give effect to the commercial intent of the parties as set out in this Agreement.

22.6 The laws of the Republic of Ireland will govern this Agreement insofar as it relates to Energy supplied in the Republic of Ireland, and the laws of Northern Ireland will govern this Agreement insofar as it relates to Energy supplied in Northern Ireland. The parties accept the non-exclusive jurisdiction of the courts of the Republic of Ireland, or Northern Ireland (as applicable).

Effective from March 2022.