

# ENERGY SUPPLY CONTRACT

## General Terms and Conditions for the Supply of Energy



These terms and conditions, as amended from time to time (the “General Terms and Conditions”) together with the Privacy Statement referred to in Clause 14, the Customer Registration and Product Terms Sheet constitute the Energy Supply Contract between Energia Customer Solutions Ltd (“Energia”) and a person requesting a supply of Energy (the “Customer” or “you”).

### 1. DEFINITIONS

“**Agreement**” means the Energy Supply Contract comprising the Customer Registration, Product Terms Sheet, Privacy Statement and these General Terms and Conditions.

“**CEG Eligibility Criteria**” means the eligibility criteria for remuneration under the CEG Scheme as determined by the Regulator from time to time, including: (a) the Metered Export Eligibility Criteria, and/or (b) the Deemed Export Eligibility Criteria.

“**CEG Scheme**” is the Clean Export Guarantee Scheme as determined by the Regulator from time to time.

“**CEG Tariff**” means the remuneration payable to an eligible Microgeneration Customer in accordance with the CEG Scheme and Clause 23;

“**Change in Occupancy Date**” has the meaning given to it in Clause 16.1.

“**Charges**” means all amounts payable by you to Energia pursuant to this Agreement in respect of a relevant billing period, including the Tariff, standing charges, Pass Through Charges and other service charges and levies, together with Value Added Tax (“VAT”) thereon.

“**Customer Registration**” means agreeing to take a supply of Energy from Energia and be bound by this Agreement, whether through the website, by telephone, by handheld device, written application form or otherwise together with any information provided or agreements concluded in connection therewith.

“**Connection Agreement**” means the agreement(s) between you and the Relevant System Operator under which you have the right to be, and to stay, connected to the electricity or gas distribution system in line with the terms and conditions of that agreement.

“**Cooling Off Period**” means a period of 14 days (if you signed up online or over the phone) or 30 days (if you signed up with an agent who called to your door). This period begins from either (a) the date you entered into the Agreement, or (b) the commencement date of the Agreement, whichever is the later.

“**Deemed Export Eligibility Criteria**” means the eligibility criteria for remuneration under the CEG Scheme based on deemed export quantities as determined by the Regulator.

“**Dual Fuel Customer**” means a Customer which has entered into an agreement for the supply of electricity and gas with Energia at the Premises.

“**Data Protection Legislation**” means all legislation relating to the processing and protection of Personal Data including the Irish Data Protection Acts 1988 to 2003, the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, and from the 25 May 2018 the General Data Protection Regulation (EU 2016/679) and any relevant transposition, successor or replacement of those laws and any applicable guidelines or codes of practice.

“**Dynamic Tariff**” means a Tariff where the price for electricity varies throughout the day and where the price changes reflect the wholesale market price.

“**Dynamic Price Cap**” refers to the price at which excessive peaks in the dynamic price are capped so that they cannot exceed a market-wide threshold. As decided by the Regulator, the Dynamic Price Cap for the Standard Dynamic Price Contract shall equal the rate of the floor price of the Reliability Option Strike Price as applies to reliability options and difference payments in the Single Electricity Market (SEM).

“**Dynamic Price Spike Alert**” refers to the communication a Dynamic Tariff customer can avail of via their energy supplier which alerts them the day before a significant spike in prices occurs.

“**Electricity Emergency Response Service**” means the emergency response service designated by the Regulator and operated by ESB Networks Designated Activity Company for the purposes of receiving and responding to reports of actual or suspected supply failures, damage to networks or dangerous situations such as fallen power lines.

“**Emergency**” means an incident endangering persons and/or property or an outage in supply arising from a network fault.

“**Energy**” means electricity and/or gas, as applicable.

“**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.

“**Fixed Tariff**” means a Tariff that is fixed for a period of time specified in the Product Terms Sheet.

“**Fixed Rate Tariff**” means a Tariff that remains fixed for the duration of the fixed term period as specified in the Product Terms Sheet. Where your Fixed Rate Tariff contains components which are or may be subject to change, this will be identified in the Product Terms Sheet.

“**Force Majeure**” means any event or circumstance which would constitute force majeure under any applicable connection agreement, network or grid code.

“**Gas Emergency Response Service**” means the emergency response service designated by the Regulator and operated by Gas Networks Ireland for the purposes of receiving and responding to reports of actual or suspected gas emergencies including suspected leaks or explosions.

“**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

“**Hybrid Tariff**” means a Tariff which has fixed elements as specified in the Product Terms Sheet and elements that may be varied by Energia in accordance with the terms of this Agreement.

“**Invoice**” has the meaning given in Clause 6.1.

“**Last Resort Supply Direction**” means a direction given to a supplier by the Regulator requiring it to make available a supply of Energy to premises previously supplied by another supplier.

“**Laws**” means all applicable laws, legislation, statutory instruments, directives, regulations, requirements, instructions, orders, directions, rules or otherwise of the Regulator or 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.

“**Low Usage Customer**” means a customer whose consumption of electricity at any single premises in any 12 month period is estimated and calculated to be or likely to be less than 730 kilowatt hours or such other figure as Energia may determine from time to time.

“**Meter**” means the electricity and/or gas meter and related fittings and wires installed by the Relevant System Operator for the purpose of measuring the quantity of electricity or gas used by you on the Premises and includes any such meter or meters of any type supplied to you at any time at the Premises.

“**Metered Export Eligibility Criteria**” means the eligibility criteria for remuneration under the CEG Scheme based on metered export quantities as determined by the Regulator.

“**Microgeneration Customer**” means a customer that is a Renewables Self-Consumer and that meets the CEG Eligibility Criteria;

“**Pass Through Charges**” means any applicable third party costs, charges, tax, duty, levy, tariff or any government imposed charge, relating to the supply and distribution of Energy to the Supply Point(s) including transportation and distribution use of system charges by the Relevant System Operator and VAT, other taxes and government levies.

“**Pay As You Go Customer**” means a customer using a pay as you go meter.

“**Personal Data**” has the meaning set out in the Data Protection Legislation.

“**Premises**” means the premises where the Supply Point(s) is located as specified as part of the Customer Registration or the premises otherwise notified to Energia as being the supply address.

“**Priority Support Customers**” means customers who are reliant on electrical home medical equipment, both life supporting and non-life supporting.

“**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.

“**Regulator**” means the Commission for Regulation of Utilities or any other national or EU 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 Ireland from time to time, which at the date of this Agreement include ESB Networks Designated Activity Company, EirGrid plc and Gas Networks Ireland.

“**Renewables Self-Consumer**” has the meaning given to it in S.I. No. 76/2022.

“**Security**” means the security (if any) required by Energia.

“**S.I. No. 76/2022**” means the European Union (Renewable Energy) Regulations 2022 (as amended or replaced from time to time);

“**Smart Customer**” means a Customer with a smart meter that enables the Customer to avail of Time of Use Tariffs or Dynamic Tariffs.

“**Standard Dynamic Price Contract**” is a contract for a Dynamic Tariff in which the Tariff consists of the relevant Charges and cost components as determined by the Regulator from time to time.

“**Start Date**” means the date that you agree to take supply of Energy from Energia and/or you agree to be bound by this Agreement.

“**Supplier of Last Resort**” means the electricity supplier appointed to a customer account by the Regulator if Energia ceases to supply electricity.

“**Supply Period**” means the period commencing on the Supply Period Start Date and terminating on the Termination Date.

“**Supply Period Start Date**” means the date of satisfaction of the conditions set out at Clause 3.

“**Supply Point**” means the point at which the Premises is connected to the relevant gas or electricity distribution system and is metered by the relevant distribution company.

“**Tariff**” means the price you pay for the supply of Energy. Standard tariffs will be published on Energia’s website [www.energia.ie](http://www.energia.ie). The tariff payable by you will be contained in your Invoice.

“**Termination Date**” means the date on which this Agreement is terminated pursuant to Clause 13.

“**Time of Use Primer**” means a notice comprising of the following (1) an overview of how time-of-use tariffs work in general, (2) an overview of the wider benefits of time-of-use tariffs; (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 are contained in the Product Terms Sheet.

“**Variable Tariff**” means a Tariff which can be varied by Energia in accordance with the terms of this Agreement.

“**Vulnerable Customers**” means customers who are particularly vulnerable to disconnection during winter months for reasons of advanced age or physical, sensory, intellectual or mental health. Advancing age is taken to be a person of pensionable age (66 years or above) living alone, with another vulnerable person or with minors.

In the event of inconsistency between these General Terms and Conditions, the Product Terms Sheet and any Customer Registration Form, the following order of precedence shall prevail: a) Product Terms Sheet; b) the Customer Registration Form; c) these General Terms and Conditions; provided that nothing take precedence over Clauses 5.1 or 5.2 of these General Terms and Conditions.

Headings in this Agreement are inserted for convenience only and are to be ignored in the interpretation of this Agreement. References to persons or parties in this Agreement shall include successors and assigns. References to any Laws or documents shall be read as references to such Laws or documents as amended, repealed or replaced from time to time. “Including” and “include” or any similar expression shall be construed as illustrative and shall not limit the words preceding them.

### 2. DURATION

2.1 This Agreement shall commence on the Start Date and shall continue until the Termination Date.

2.2 Once you have signed up to this Agreement, there is a Cooling Off Period, during which you may choose to cancel this Agreement. There is no penalty for cancelling during the Cooling Off Period. You are still liable to Energia for Charges incurred in respect of Energy supplied to you during the Cooling Off Period.

2.3 Unless otherwise agreed by the parties, Energia shall supply Energy to you at the Supply Point during the Supply Period and you 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.

2.4 Energia shall not be obliged to supply Energy to you prior to the Supply Period Start Date.

2.5 Energia shall be entitled to rely on the information provided by registered third party representatives in respect of applications submitted on behalf of Vulnerable Customers.

2.6 If you enter into a contract for a new fixed term period, the applicable terms will be set out in the Product Term Sheet for the new fixed-term period.

### 3. CONDITIONS PRECEDENT

3.1 You are connected to the system of, and are entitled to take supply of electricity and gas from, the system of the Relevant System Operator, and agree to be bound by the terms and conditions of the Connection Agreement.

3.2 Where you are transferring from another supplier to Energia, all relevant Customer transfer processes are completed including transfer of meter registration to Energia.

3.3 Your meter must be capable of providing data at the required level of granularity to avail of some of our tariffs.

### 4. VARIATION TO THIS AGREEMENT

4.1 Energia shall be entitled to vary these General Terms and Conditions at any stage.

4.2 Any changes to these General Terms and Conditions that affect your rights or obligations under this Agreement shall be notified to you by at least two of the following methods: on Energia’s website [www.energia.ie](http://www.energia.ie), on your bill, by email, by letter or by way of public advertisement at least 30 days in advance of any changes taking effect. A copy of the revised General Terms and Conditions will be provided to you at least 30 days in advance of any changes taking effect. In any case, the revised General Terms and Conditions will be deemed incorporated into this Agreement from the later of the date which is 30 days after the date of notification to you or the date that the revised General Terms and Conditions are specified to come into effect.

4.3 You may terminate this Agreement under Clause 13.3 if there is any material change to the General Terms and Conditions.

4.4 The General Terms and Conditions applicable from time to time are available at [www.energia.ie](http://www.energia.ie) or will be provided on request.

4.5 In the event of notice of a change of Tariff and/or CEG Tariff, you will be informed about your right to terminate this Agreement under Clause 13.3 when the notice is given.

### 5. CHARGES

5.1 In consideration of Energia selling Energy to you during the Supply Period, you shall pay Energia the Charges.

5.2 Energia shall be entitled to vary any Variable Tariff, the variable component of any Hybrid, Fixed Rate or Dynamic Tariff, standing charges and Pass Through Charges and any other elements used to calculate the Charges from time to time. Energia will notify you on your bill, by email, by letter or by way of public advertisement of changes to standing charges or unit rates as soon as reasonably practicable and, no later than 30 days before the change comes into effect unless you have signed up to a more flexible arrangement. Such changes shall take effect from the later of the date specified by Energia in such notice or 30 days after the date of such notice. If your average daily usage is less than 2 units per billing period (typically 56 days), you may be subject to a higher standing charge than other Customers.

5.3 Up-to-date information on Tariffs and other elements used to calculate the Charges

may be obtained on Energia's website: [www.energia.ie](http://www.energia.ie).

- 5.4 All Tariffs and any other elements used to calculate the Charges are exclusive of VAT and any other tax, duty or levy imposed in respect of Energy supplied.
- 5.5 Pass Through Charges, including VAT and other taxes and government levies or taxes, and standing charges may change from time to time. You will be liable for any such changed Pass Through Charges or standing charges from time to time, whether or not notified in advance by Energia.
- 5.6 Energia will notify you if your Energy consumption is in excess of what we reasonably deem to be appropriate for a domestic customer. In the event that your consumption exceeds the threshold for a reasonable domestic customer, Energia reserves the right to change you to a Tariff that would be more appropriate for your consumption.

## 6. TERMS OF PAYMENT

- 6.1 Except where otherwise specified in the Product Terms Sheet, Energia will send you an invoice on a bi-monthly basis (the "Invoice") setting out the Charges payable and any other amounts due under this Agreement, together with any applicable VAT or replacement or other tax and you will pay such amounts by cleared funds within 14 days of the date of the Invoice.
- 6.2 The Invoice shall contain a breakdown of the amount of Energy consumed on the Premises.
- 6.3 Invoices shall be paid by the method set out in the Product Terms Sheet or by one of the methods set out on the back of the invoice, on Energia's website or as described in Energia's Code of Practice on Billing. If you do not provide a direct debit instruction; withdraw a direct debit instruction; or do not pay by one of the agreed payment methods, Energia may change the frequency of your bills and alter the Tariff accordingly, and/or may require you to pay a security deposit in accordance with Clause 7.
- 6.4 You shall not deduct or set-off any payments to be made under this Agreement against any amounts due to you for other services provided.
- 6.5 If any amount payable by you is in genuine dispute, you must pay to Energia the amount that is not in dispute. When the matter has been settled, the amount owed by you may be adjusted as a result. If you also have an account with Energia at another premises, any credit or debit may be transferred between your accounts by Energia, in order to recover any money owed to Energia.
- 6.6 In the event that any part of an Invoice remains unpaid where the part that remains unpaid is not due to a legitimate dispute as set out in Energia's Code of Practice on Billing, Energia may disconnect the supply of Energy to the Premises, in accordance with Energia's Code of Practice on Disconnection, and may proceed in any manner for recovery of the amount due.
- 6.7 In the case of Dual Fuel Customers, Energia will issue two separate Invoices, one in respect of gas and one in respect of electricity. In the event that you make a part-payment of an Invoice, the part that has been paid will be applied against that Invoice relating to the relevant fuel consumed. In the event that it is not possible for Energia to determine which fuel payment has been made in respect of, Energia will apply the payment received towards discharging the Invoice with the older debt. In the event of non-payment, Energia will only disconnect the fuel against which the debt is unpaid. The Product Terms Sheet will contain supplementary conditions for Dual Fuel Customers.
- 6.8 Energia may charge (i) interest on overdue invoices on a daily basis from the due date until the date of payment at a default rate that is 3% per annum above EURIBOR; (ii) reasonable costs of trying to recover overdue payments. Energia may also charge you for the costs of collecting late payments, which may include cost associated with:
- Energia visiting the Premises;
  - your bank rejecting a direct debit, because there is not sufficient money in your bank account or returns a cheque to Energia unpaid; or
  - Any third party costs incurred by Energia in recovering or collecting the late payment.

In addition, if any amount due is not paid by the due date, Energia shall be entitled to draw down the amount due under the Security.

- 6.9 Some Tariffs are calculated based on estimated consumption over a 12 month (or shorter) period. If you pay an equal amount each month for your Energy by direct debit or by any other payment method agreed by Energia (as appropriate), we may change the monthly amount payable by you and/or the number of months for which you will pay the equal amount following (for example) a review of your actual Energy usage or change in the Charges. You will be liable for any costs associated with this following recalculation of your bills or statements.

## 7. SECURITY

- 7.1 Energia may request a security deposit from you in advance of the provision of the Energy supply. The decision to request a security deposit is taken on an account by account basis and can be influenced by security requirements and credit history of the Customer. The value and duration of the security requirement is based on all information available to Energia at the time of the decision. Security deposits may be applied to new and existing customers and, during the term of supply, Energia may increase an existing security deposit or request a new security deposit from you if:
- you don't meet Energia's credit criteria;
  - you fail to pay or are late in paying any amount due to us (including the security deposit); or
  - as a result of your conduct.
- 7.2 In the event that Energia's security requirements are not met, your Energy supply may be disconnected. Any costs reasonably incurred by Energia may be recovered from you and you shall pay the cost of disconnection and of subsequent reconnection (if any), provided that Energia has complied with our Code of Practice on Disconnection in connection with disconnection.
- 7.3 In addition to any rights Energia may have under this Agreement, any security deposit held may be used to offset any unpaid monies due to us.
- 7.4 If you close your account with Energia while Energia holds a security deposit from you then the amount of the security deposit will be used to offset your final Invoice.
- 7.5 Energia shall return the balance of any security deposit to you:
- within 1 month upon the closure of your account; or
  - after one year if you have met Energia's credit terms for this period,

In either case by cheque if you have provided Energia with a forwarding address or by bank transfer if Energia holds your bank details.

- 7.6 In the event that Energia's credit terms are not met after one year Energia will continue to hold the security deposit in respect of your account. In this instance, Energia will inform you of the steps which must be taken to satisfy Energia's credit terms so that the security deposit will no longer be required. The security deposit will thereafter be kept until such time as Energia's credit terms have been met for a continuous 12 month period, and the security deposit will be returned to you in the month following a determination by Energia that the credit terms have been met.

## 8. CHANGE OF SUPPLIER

- 8.1 You will not be charged for changing supplier.
- 8.2 If you switch to another supplier, your account with Energia will be closed only when the new supplier starts to supply you. You must pay, in full, the outstanding balance on your account at this time. The total outstanding balance will include all Charges associated with the supply of energy and any other charges deemed by Energia to reasonably apply to your account; such charges may from time to time include an early termination fee for termination in advance of the agreed contract end date.
- 8.3 If you are a Dual Fuel Customer and you move your electricity supply to another supplier but Energia continues to supply you with gas, Energia will charge you the gas only Tariff that Energia considers is most appropriate (which may be different to the dual fuel gas Tariff) from the date that your electricity supply has moved to that other electricity supplier. This will apply to customers on Fixed Tariffs, Hybrid Tariffs, Fixed Rate Tariffs, Dynamic Tariffs and Variable Tariffs. An exit fee may be charged in respect of the electricity supply being cancelled.
- 8.4 If you are a Dual Fuel Customer and you move your gas supply to another supplier but Energia continues to supply you with electricity, Energia will charge you the electricity only Tariff that Energia considers is most appropriate (which may be different to the dual fuel Tariff) from the date that your gas supply has moved to that other gas supplier. This will apply to customers on Fixed Tariffs, Hybrid Tariffs, Fixed Rate Tariffs, Dynamic Tariffs and Variable Tariffs. If you are a Dual Fuel Smart Customer and you move your gas supply to another supplier, this will not invalidate your Agreement and your half

hourly interval consumption data will continue to be supplied to Energia. An exit fee may be charged in respect of the gas supply being cancelled.

- 8.5 If you do not meet the credit terms set by Energia and you attempt to change supplier, a debt flag will be displayed on your account and be visible to the proposed new supplier.
- 8.6 If you are a Pay As You Go Customer and you decide to move your electricity supply to another supplier, you will need to notify Energia in accordance with Clause 13. In addition, you will need to contact our call centre directly to request a deactivation code and to claim any refund that may be due to you. Energia shall issue the deactivation code no later than 10 days of the receipt of the MMT10 (change of supply) market message. The deactivation code may be issued to you over the phone from a call centre representative, or may be emailed to you. Please see the Code of Practice on Pay as You Go Metering and Budget Controllers for more information, available on Energia's website [www.energia.ie](http://www.energia.ie).

## 9. PAY AS YOU GO METER

- 9.1 Energia may ask you to pay for your Energy through a pay as you go meter service if:
- Energia credit checks indicate that this is an appropriate payment method for you;
  - Energia has reason to believe that someone has tampered with an existing meter; or
  - You owe Energia money and by switching to a smart pay as you go service where available or by installing a pay as you go meter Energia can avoid disconnecting your supply.
- 9.2 Information regarding pay as you go meter service is available on Energia's website [www.energia.ie](http://www.energia.ie) and in the Code of Practice on Pay as You Go Metering and Budget Controllers.
- 9.3 If you are a Pay As You Go Customer, you are at risk of losing any credit on your account if Energia ceases to operate in the market.

## 10. METERING & SMART METERING

- 10.1 Your Energy supply will be measured by the Meter that will be installed and maintained in line with your Connection Agreement. Any costs incurred in installing and maintaining the meter shall be payable by you. Energia has no responsibility for maintaining the Meter or any associated metering equipment.
- 10.2 The Relevant System Operator's staff, its agents or contractors are responsible for reading the Meter. Where a smart meter is installed, it will be read remotely by the Relevant System Operator (where technically possible). If there are network issues, your smart meter may still need to be physically read by the Relevant System Operator. You are responsible for having due care towards the Meter and shall not allow any interference with the Meter, except in line with your Connection Agreement.
- 10.4 You shall ensure that Energia, the Relevant System Operator and their employees, agents and contractors have reasonable, safe and unobstructed access to metering equipment at all relevant times and have access to the Premises for all reasonable purposes in the case of Emergency.
- 10.5 Meter readings and data provided by the Relevant System Operator will normally be assumed to be correct. Where Energia believe that the Meter readings and/or data are inaccurate or unavailable, a reasonable estimate will be made for billing purposes. If Energia or you discover that any meter reading has been inaccurate or omitted, or the readings have not been converted into Charges correctly, Energia reserves the right to adjust, either debit or credit, your account accordingly. Energia will not be liable for interest accruing on payments made by you in the event of an overpayment due to a billing error or inaccurate data.
- 10.6 The Relevant System Operator will determine the communications / connectivity at your Supply Point. Should the connectivity or meter configuration no longer support your Tariff, Energia may move you to a more appropriate tariff and meter configuration. Energia will notify you in advance of this change to the Tariff in accordance with Clause 4.2 and 4.5.
- 10.7 Customers which have commenced using smart meters may not revert to their previous metering profile.

## 11. EMERGENCY

- 11.1 In the event of an Emergency or incident causing danger or requiring urgent attention at the Premises relating to your gas supply, you may contact the Gas Emergency Response Service on 1800 20 50 50.
- 11.2 In the event of an Emergency or incident causing danger or requiring urgent attention at the Premises relating to your electricity supply you may contact the Electricity Emergency Response Service on 1800 372 999.
- 11.3 In the event of an Emergency, supply of Energy to the Premises may be discontinued from the Premises at the request of the relevant Emergency Response Service or the Relevant System Operator.

## 12. LIABILITY AND FORCE MAJEURE

- 12.1 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.
- 12.2 Save in respect of loss or damage sustained by you due to a failure on the part of Energia to act as a reasonable and prudent operator or to the extent that liability cannot be limited at law, Energia shall not be responsible for any loss or damage sustained by you in any circumstance, and particularly in respect of:
- any indirect, consequential, economic or financial loss as a result of breach of this Agreement, including loss of profit, revenue, goodwill, business, contract or wasted expenses as a result of the sale or supply of Energy or in connection with this Agreement;
  - your home appliances or associated wiring;
  - the acts of the Relevant System Operator; or
  - any failure by Energia to supply Energy as a result of an inability to secure a supply, industrial action, breach or defects in the mains or any other reasonable cause outside the control of Energia.
- 12.3 Energia will only be liable for reasonably foreseeable loss or damage which is a direct consequence of Energia's breach of this Agreement.
- 12.4 You acknowledge that the Relevant System Operator is responsible for the physical delivery of electricity and gas and Energia is not liable for any deficiencies in the quality of such electricity or gas or the manner in which it is delivered.
- 12.5 Notwithstanding this Energia's liability to you shall be limited to €100,000 in any calendar year.
- 12.6 The exclusions and limitation of liability in this Clause 12 shall not apply to any claim on account of death or personal injury resulting from the negligence of either party.
- 12.7 Nothing in this Clause 12 shall release you from your obligation to pay the Charges in accordance with Clause 3.

## 13. TERM AND TERMINATION

- 13.1 If this Agreement is for a fixed-term period (as specified in the Product Terms Sheet), Energia shall notify you at least 30 days, and no more than 60 days, in advance (on your bill, by email or by letter) of the date that this Agreement is due to expire and provide details of:
- the date on which this Agreement will expire;
  - the charges you are currently paying under your energy plan;
  - if you are on a Time of Use Tariff, the applicable time bands and associated rates that apply;
  - where information can be found on accredited price comparison websites, <https://www.cru.ie/home/switching-supplier/price-comparison-websites/>, and licensed suppliers;
  - the 'Estimated Annual Bill' for your current energy plan (save in respect of a Time of Use Tariff, if applicable); and
  - the 'Estimated Annual Bill' for any new Tariff (save for a Time of Use Tariff) you will pay if you remain a customer of Energia after the expiry of this Agreement.
- 13.2 If this Agreement does not terminate after the term specified in the Product Terms Sheet it shall remain in force on a rolling calendar month basis and you will continue to be bound by these General Terms and Conditions. At the end of the term specified in the Product Terms Sheet, Customers on Fixed Tariffs, Fixed Rate Tariffs, Dynamic Tariffs and Hybrid Tariffs will be switched by Energia to the alternative specified in the Product Terms Sheet or, where no such alternative is specified, the alternative Tariff that Energia considers most appropriate.
- 13.3 You may terminate this Agreement pursuant to Clause 4.3 or otherwise by contacting us on 0818 405 405, Monday to Friday 9am to 5pm or by writing to us with your full account details at Energia, PO Box 12380, Dublin 2; provided you give Energia at least

- 7 days' prior notice and a Meter reading is obtained on the Termination Date. Energia will acknowledge receipt of your letter within ten working days. The supply of Energy at any Supply Point will terminate on the date that a confirmed Meter reading is obtained at the Premises. In the event that a confirmed Meter reading is unavailable on the Termination Date, an estimated meter reading in respect of the Premises may be applied in accordance with Clause 13.8(a).
- 13.4 If this Agreement is for a fixed-term period (as specified in the Product Terms Sheet) and you cancel your service any time after the Cooling Off Period and before the end of the fixed-term period, a termination fee of €50 per fuel will apply, unless otherwise specified in the Product Terms Sheet.
- 13.5 Where you have closed your account or switched supplier, we will issue your final bill within six weeks unless a replacement meter reading is issued to Energia after the final bill has been issued. We may give your new supplier any relevant details to help with your transfer. Details of any credit balance and how this can be refunded will be included on the final bill, alternatively you can check your Energia online account or contact our call centre directly.
- 13.6 Any refund due will be processed no later than 2 months from the date of a final bill based on an actual meter read.
- 13.7 Provided that Energia has (where applicable) complied with our Code of Practice on Disconnection this Agreement may be terminated by Energia upon the giving of written notice if:
- you fail to pay any Charges or any other amount under this Agreement;
  - you have an outstanding debt and refuse to enter into a payment arrangement or break an agreed arrangement or refuse a pay as you go meter;
  - there is no registered account holder at the address;
  - Energia does not have an Agreement to supply you; or
  - your installation or use of Energy interferes with the distribution system or disturbs other customers;
  - you extend the supply to someone else who Energia consider to be a separate customer;
  - you do not meet all of your obligations under this Agreement or any relevant agreements with the Relevant Systems Operator, and fail to put things right;
  - you have used Energy without permission or committed theft of Energy;
  - you become insolvent or enter into an arrangement with your creditors;
  - Energia needs to do so by law;
  - it is no longer safe for Energia to continue to supply you with Energy;
  - Energia has been instructed to terminate the Agreement by the Relevant System Operator.
  - it is no longer practical to supply Energy for reasons outside Energia's control;
  - if you are availing of a Time of Use Tariff, and decide to no longer provide Energia with half hourly metering data; or
  - you have asked us to.
- 13.8 Upon termination of the Agreement:
- closing Meter readings will be taken at the Premises in respect of which this Agreement is being terminated, where a Meter reading is not available, estimated readings will be applied;
  - Energia will issue you, and you shall pay, a final Invoice for any outstanding amount which will include any outstanding Charges in respect of Energy used up to and including the Termination Date; and
  - If you request a disconnection of supply to your Supply Point, you shall 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 Premises. If Energia request a disconnection in the event that another customer is not taking over supply at the Premises, or for safety reasons, then Energia will pay the costs associated with such disconnection.
- 13.9 You shall not take delivery of Energy while registered as a customer of Energia after the Termination Date. In the event that you take a supply of Energy while registered as a customer of Energia after the Termination Date, the provisions of this Agreement will survive termination and you shall indemnify Energia against all and any loss, damage, cost, expense, charge, fee, claim or liability incurred by Energia in supplying you after the Termination Date.
- 13.10 All rights and liabilities, which accrued prior to termination, will survive termination of this Agreement.
- 13.11 This Agreement shall terminate without notice if the Regulator gives a Last Resort Supply Direction to another Energy supplier to supply the Supply Points, and the Agreement will terminate on the date that the direction takes effect.
- 13.12 In the event of your death, either your personal representative, or the occupiers for the time being of the Premises, or both of them together, will be liable for any continued supply of electricity to the Premises until a new Agreement is entered into for the supply of electricity to the Premises or until this Agreement is terminated.
- 13.13 In the event that your Tariff is retired, Energia will notify you in advance of this change to the Tariff in accordance with Clause 4.2 and 4.5.
- 14. DATA PROTECTION**
- 14.1 Protecting our customer's Personal Data is important to Energia. Please see our Privacy Statement for details of how we process your Personal Data, in accordance with our obligations under the Data Protection Legislation. Our Privacy statement is available in your welcome pack and online at <https://www.energia.ie/energia-privacy>. 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 the Data Protection Law. The Privacy Statement forms part of this Agreement and by entering into this Agreement or taking Energy supply from Energia you are agreeing to be bound by the Privacy statement.
- 14.2 A customer's personal information may be transferred to: (a) ESB Networks Designated Activity Company where required for safety or network related activities; and (b) the Supplier of Last Resort in the event of a direction from the Regulator.
- 14.3 In order to avail of certain Time of Use Tariffs, you agree to provide Energia with half hourly metering data on an ongoing basis. If you decide that you no longer wish to provide half hourly data to Energia, you will no longer be eligible to avail of the Time of Use Tariff. Energia may terminate this Agreement and an exit fee may apply.
- 15. OBLIGATION TO PROVIDE INFORMATION**
- 15.1 You must provide Energia within 5 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.
- 15.2 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.
- 16. CHANGE IN OCCUPANCY**
- 16.1 In the event that you move from the Premises and are replaced by a new occupant, you shall provide at least 2 days' notice in writing to Energia, stating the date and time from which a new occupant will be occupying the Premises and whether the occupant will require Energy supply from Energia from such date (the "Change in Occupancy Date"). You must provide Energia with a closing meter reading. If you fail to do so, you shall be responsible for all Energy supplied by Energia and consumed at the Premises until the date when a new occupant is registered at the meter point. This is without prejudice to the provision of Clause 13.
- 16.2 If you are the new occupant of a Premises and request Energy supply from Energia, you may be required to provide Energia with proof of residency at the Premises.
- 17. COMPLAINTS**
- 17.1 You may make a complaint in relation to any issue arising under the contract by contacting the Customer Service Department of Energia. Complaints will be processed in line with Energia's Code of Practice on Complaint Handling.
- 17.2 You may contact the Customer Service Team:
- By post, to the following address:  
Energia  
PO Box 12380  
Dublin 2
  - By telephone on 0818 405 405; or
  - By online query at [www.energia.ie](http://www.energia.ie)
- 18. CUSTOMER CHARTER AND CODES OF PRACTICE**
- 18.1 Energia has a customer charter which is approved by the Regulator that sets out our commitments to you in relation to levels of service that you can expect from us. The customer charter can be found on our website at [www.energia.ie](http://www.energia.ie) or by any of the means contained in Clause 20.1. If we fall in our commitments to you, you may be entitled to compensation.
- 18.2 Our Code of Practice on Vulnerable Customers sets out our services for Priority Support Customers and special services customers and also contains details on how to join the industry register if you are a Priority Support Customer or a special services customer. If you wish to be treated as a special services customer, you must give us the necessary information that we require to compile this register and we agree that we will not disclose this information except to the Relevant System Operators who require the information to perform certain services for you and in accordance with these terms and conditions and the law.
- 18.3 Energia has Codes of Practice, which set out the services we provide and the levels of service you can expect from us, covering the following areas:
- Marketing and Advertising;
  - Customer Sign Up
  - Billing;
  - Disconnection;
  - Complaint Handling;
  - Vulnerable Customers; and
  - Pay as you go Metering and Budget Controllers.
  - Smart code of Practice
- 18.4 The Codes of Practice can be found on our website at [www.energia.ie](http://www.energia.ie) or by any of the means contained in Clause 20.1. If we fall in our commitments to you, you may be entitled to compensation.
- 19. MARKETING**
- 19.1 Depending on your preferences, Energia and/or agents acting on behalf of Energia may wish to contact you by email, text message, post, telephone or in person with information about products and services (relating to Energy or other products and services including those offered by third parties) which may be of interest to you. If you do not wish to be contacted please exercise your right to opt-out. This can be exercised by writing to us at the address in 20.1.
- 20. NOTICES**
- 20.1 All notices and communications concerning this Agreement will be in writing, in the English language and addressed as follows:
- Energia,  
PO Box 12380  
Dublin 2  
Attention: Customer Service Team,  
**Telephone:** +353(0)18692000,  
**Facsimile:** +353 (1)8692050.  
**Email:** [info@energia.ie](mailto:info@energia.ie)
- 20.2 Energia may change its address at any time by notice in writing. Notices will be deemed served or delivered to the addressee or its office:
- If delivered by hand, upon the date of delivery;
  - If delivered by pre-paid ordinary post within the jurisdiction in which you reside or are registered, 2 days after sending or if delivered by pre-paid ordinary post outside the jurisdiction in which you reside 5 days after sending;
  - 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
  - If delivered by electronic mail, at the time that the sender's computer generates a message stating that the e-mail has been received.
- 21. DEEMED CONTRACT**
- 21.1 A "Deemed Contract" means a legally enforceable agreement considered to have been made between Energia and the owner or occupier of the Premises. A Deemed Contract is considered to have come into existence because the owner or occupier (after receiving notice from Energia and where the Premises continue to be supplied with Energy by Energia) did not inform Energia that he or she continued to use the Energy supplied to the Premises after the previous contract for supply to the Premises concerned had expired, or was not cancelled when a previous owner or occupier vacated the Premises or the new owner or occupier did not enter into a new contract of supply.
- 21.2 A Deemed Contract shall exist between you and Energia when you own or occupy Premises which are supplied Energy by Energia but the Premises are not subject to any other contract for supply of Energy by Energia.
- 21.3 A Deemed Contract shall commence on the date Energia supplied the Premises with Energy in the absence of a contract for supply of Energy.
- 21.4 A Deemed Contract shall continue until the earlier of (i) the date Energia ceases to supply Energy to the Premises; or (ii) the date you enter into a new contract with Energia or another supplier for the supply of Energy to the Premises.
- 21.5 In the event that you are supplied Energy under a Deemed Contract, you are free to enter into a contract of supply with Energia or another supplier at any time.
- 21.6 You will be charged for the supply of Energy to the Premises under a Deemed Contract in accordance with Energia's standard Tariff (together with any standing charges, Pass Through Charges and other service charges and levies, together with VAT thereon).
- 21.7 The General Terms and Conditions will apply to a Deemed Contract.
- 21.8 Premises supplied under a Deemed Contract are bound by the following (as applicable):
- Gas Networks Ireland Terms and Conditions for Gas Users at Non-Daily Metered (NDM) Offtake Points;
  - ESB Networks General Conditions for Connection to the distribution system for customers with a connection greater than 100kVA; and
  - ESB Networks General Conditions for Connection to the distribution system for customers with a connection less than 100kVA.
- 22. ANNUAL PROMPT**
- 22.1 If you have remained on the same Tariff for 3 years following the commencement of this Agreement, Energia will notify you (on your bill, by email or by letter) of certain information such as:
- the charges you are currently paying under your energy plan;
  - the 'Estimated Annual Bill' for your current energy plan; and
  - information on where you can find out about accredited price comparison websites and other suppliers.
- 22.2 Energia will send you a similar notice every 12 months from the date of the first notice under this Clause 22 until you have changed Tariff.
- 22.3 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.
- 22.4 Where a Customer who has a smart meter and 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.
- 23. CEG Tariff**
- 23.1 If you are a Microgeneration Customer who meets the CEG Eligibility Criteria, you will receive from us the CEG Tariff in accordance with this Clause 23.
- 23.2 The CEG Tariff will be calculated using a unit rate published from time to time by Energia and will be based on the amount of excess electricity exported to the grid from the Premises using: (a) actual export quantities where you satisfy the Metered Export Eligibility Criteria, or (b) deemed export quantities where you satisfy the Deemed Export Eligibility Criteria.
- 23.3 Energia shall be entitled to vary the unit rate of the CEG Tariff referred to at Clause 23.2 from time to time. Energia will notify you in accordance with the terms set out in clause 4.2..
- 23.4 The CEG Tariff will apply as a credit on your Invoice.
- 23.5 Only Microgeneration Customers that meet the CEG Eligibility Criteria will be eligible to receive the CEG Tariff. Customers that refuse or previously refused a smart meter installation as offered by ESB Networks will be ineligible for the CEG Tariff.

- 23.6 Energia reserves the right to cease making payments under the CEG Scheme should you fail to meet the CEG Eligibility Criteria at any time.
- 23.7 You may lose eligibility for remuneration under the CEG Scheme by requesting a Pay As You Go meter to be installed at the Premises.
- 23.8 If you switch your supply of Energy to Energia for both import and export and meet the CEG Eligibility Criteria, you will be deemed to be participating in the CEG Scheme (unless otherwise advised). Energia is not obliged to make any CEG Tariff to you in respect of the period prior to the Supply Period Start Date.
- 23.9 If you switch your supply of Energy to another supplier, any outstanding credits due to you under the CEG Scheme will be included in your final bill.

#### **MISCELLANEOUS**

- 24. Energia may assign or otherwise transfer the benefit and/or burden of this Agreement or any part of it. You may assign the Agreement only with written consent of Energia.
- 25. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements between the parties in relation to the subject matter of this Agreement. 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.
- 26. 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.
- 27. 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.
- 28. The laws of Ireland will govern this Agreement and the parties accept the non-exclusive jurisdiction of the courts of Ireland.