

**General Terms and Conditions for the supply
of electricity by Airtricity Limited to domestic
premises in the Republic of Ireland.**

1. Definitions and Explanation

1.1 Please refer to this section for our definitions and explanation of terms used throughout this document.

“Address”: the address(es) at which Supply Point is located ;

“Agreement”: the application you’ve either signed or agreed on the telephone or on-line; these terms and conditions; and any list of current Electricity Charges;

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

“Electricity Distributor”: the licensed operator of the electricity distribution network system through which electricity is supplied to you;

“Equipment”: meters, pipes, conduits, electrical plant, electric lines and all other apparatus at the Address to deliver, measure and control electricity at the Supply Point;

“our”: belonging to Airtricity Limited;

“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 electricity to the Supply Point including, but not limited to, transportation and distribution use of system charges by the Electricity Distributor and VAT;

“Prices” the current prices for the supply of electricity and any standing charge as amended from time to time;

“Regulator” means the Commission for Energy Regulation (CER) (or any other competent successor body or authority);

“Start Date”: means the date that you started using electricity supplied by us;

“Supply Point” means the point(s) at which the flow of electricity supplied by us is metered;

“Unit”: means a kilowatt hour;

“we” and “us”: Airtricity Limited and/or

our permitted successors and assignees; **“you”**: you, the customer with whom we’ve entered into this Agreement.

1.2 The headings in this Agreement are for your guidance only so do not affect the interpretation.

2. Electricity Supply

2.1 We’ll supply electricity to the Supply Point at the Address from the Start Date until termination if:

- a) we have authorisation under our supply licence;
- b) we agree to accept you as our customer under this Agreement; and
- c) the transfer of your supply(ies) to us is/are successfully completed.

2.1 You shall allow your Electricity Distributor or any other person nominated by us, access to the Address, at all reasonable times and at any time in an emergency. This is so they can inspect, install, operate, calibrate, replace, maintain, repair, renew, remove and disconnect Equipment for any purpose under this Agreement (including taking readings).

2.2 You’re responsible for making sure the Equipment is protected and kept in safe condition. You must let us or the Electricity Distributor know immediately if the Equipment is interfered with or damaged.

2.3 If anyone else at the Address uses the electricity supplied to the Supply Point, you’ll be responsible for their use of the electricity and for paying any Electricity Charges incurred.

3. Change of Supplier

3.1 If we take over the supply of electricity, you:

- a) allow us to ask for information about your previous electricity supply and disclose this information to relevant parties in order to carry out our responsibilities; and
- b) will give us an electricity meter reading for the Start Date or allow us to obtain an actual meter reading at the premises.

4. Price and Payment

4.1 The Electricity Distributor is responsible for reading the meter at the Supply Point on our behalf. Meter readings

will normally be assumed to be correct.

Where we believe the meter readings are inaccurate or they’re not available we’ll make a reasonable estimate and send you a bill/ statement.

4.2 We’ll send you regular bills and/or statements which will set out separately the Electricity Charges and will identify the amount payable by you. You must pay the amount due in full without deduction or set off and part payment won’t release you from your obligation to pay.

4.3 If any payments are late we may charge you (i) interest at the rate of 3% per annum above the current European Interbank Overnight Rate and (ii) reasonable costs of trying to recover overdue payments.

4.4 If you disagree with the Electricity Charges, you must pay the undisputed amount and any further invoices issued. Once the dispute is settled or closed you must pay any amount that is still owed if the Electricity Charges were correct or we’ll adjust your account accordingly if the Electricity Charges were not correct.

4.5 If you pay us without telling us which bill the payment is for, we’ll apply the sum received against the Electricity Charges in the order in which they became due; and credit your account with any balance.

4.6 If you don’t provide or you withdraw a direct debit instruction we may change the frequency of your bills and alter the Prices accordingly. If you pay an equal amount each month for your electricity by direct debit, we’ll tell you in advance if we’re changing the monthly amount following (for example) a review of your electricity usage or change in the Electricity Charges.

4.7 If you make an appointment with us or through us and cannot keep it, you must let us know, by midday the day before, or you might be charged for the appointment.

4.8 If you dispute the accuracy of your electricity meter and if it is tested at your request by the Electricity Distributor you’ll be required to pay a standard charge for the test. If the electricity meter is found to be inaccurate then you’ll receive a refund of this cost and we’ll adjust the Electricity Charges as appropriate.

- 4.9 Except in the case of emergency under clause 15, if we (or the Electricity Distributor) suspend, disconnect or reconnect your electricity supply or arrange for your meter to be repositioned you might be charged for this.
- 4.10 If your chosen pricing structure is incompatible with your existing electricity meter, we'll be happy to arrange for your meter to be reprogrammed and/or replaced for a charge.
- 4.11 If you request a visit to the Address to check the Equipment you might be charged for this.
- 4.12 We may vary the above Prices and pass through any variation to the Pass Through Charges at any time subject to clause 9 (variations). Up to date information on our Prices and Pass Through Charges can be found on our website www.airtricity.com.

5. Security Deposit / Prepayment meter for Electricity

- 5.1 We may request a security deposit from you in advance of the provision of electricity supply. During the term of supply we may increase an existing security deposit or request a new security deposit from you if:
- you don't meet our credit criteria;
 - you fail to pay or are late in paying any amount due to us; or
 - as a result of your conduct.
- If you don't provide a security deposit and we're unable to install a prepayment meter(s) for whatever reason we may disconnect your supply and recover any costs reasonably incurred.
- 5.1 In addition to any rights we may have under this Agreement, any security deposit held may be used to offset any unpaid monies due to us.
- 5.2 The security deposit, together with any applicable interest awarded may be refunded if you pay the Electricity Charges by direct debit or upon finalisation of your electricity account with us, taking into account any unpaid Electricity Charges.
- 5.3 If you use a prepayment meter, it is your responsibility to look after the key and/or plastic card or other device for payment,

keeping it clean, safe and free from damage. We may charge for replacements.

- 5.4 If you experience any difficulty in paying the amounts due to us under this agreement please contact us immediately so that we can provide advice, and where appropriate, agree a payment plan, or other arrangements with you.

6. Termination

- 6.1 The supply of electricity at any Supply Point may be discontinued:-
- on the day requested, provided that:
 - on the day of termination, either another supplier has already started to supply electricity to the Supply Point or the Supply Point has been disconnected; and
 - if we agree (where permitted) that no monies remain outstanding from you;
 - on the date you no longer own or occupy the Address, provided you give us at least 2 working days' prior written notice and a meter read for the day of termination. Otherwise it will terminate on the first to occur of:
 - the second working day after you've given us written notice provided that you have given us a meter read for the day of termination; or
 - the day that the meter(s) at the address is next read; or
 - the date that electricity is supplied to the address by another registered supplier.
- 6.1 If you don't give the necessary notice under clause 6.1 you'll remain liable for all amounts due under this agreement until the date of termination.
- 6.2 We may end this agreement by written notice if:
- you're in material breach of this agreement; or
 - we've been unable to install a prepayment meter and you haven't paid a security deposit when requested; or
 - we give you 28 days notice of our intention to terminate this agreement; or
 - we've good reason to suspect fraud or

money laundering; or

- we've good reason to believe the information you've given us is false or misleading;
- you're the subject of insolvency or bankruptcy proceedings; or
- we're unable to provide you with a supply of electricity.

If we end this agreement pursuant to clause 6.3(a), (b), (d), (e) or (f) inclusive above, we may recover any reasonable charges incurred in discontinuing the supply.

- 6.3 This agreement shall terminate on direction if the regulator directs another electricity supplier to supply the address.
- 6.4 If either we or you fail to fulfil any obligations under this agreement (other than payment obligations) because of an event or circumstance outside its reasonable control, that failure will not be a breach of this agreement for the duration of that event or circumstance.
- 6.5 The termination of this agreement will not affect the rights and obligations of either party existing before such termination.

7. Transfer of Information

You agree that we may transfer any information in connection with your electricity supply (ies):

- from a previous supplier to us;
- by us to a subsequent supplier;
- to/from the Electricity Distributor.

8. Assignment

- 8.1 This agreement is personal to you and you may only transfer it to someone else with our written agreement.
- 8.2 We may, without your agreement, assign or transfer all or any part of our rights and subcontract any of our obligations under this agreement to a party that holds the necessary authorisation(s). Your rights under clause 6.1 won't be affected.
- 8.3 On assignment or transfer, we may hand over your security deposit and any interest to the party mentioned in Clause 8.2 or refund it to you.

9. Variation

We may vary the terms and conditions for the supply of electricity (including Prices) in this agreement subject to approval by the Regulator of the new terms and conditions. If we vary the terms and conditions, we'll publicise the variation in accordance with the electricity supply license(s) which may include a notice on our website and/or a message on your bill/statement. An up to date copy of our terms and conditions can be found on our website www.airtricity.com. A change to the terms and conditions does not affect your right to be able to terminate this agreement under clause 6.

10. Enforcement of Rights

- 10.1 We can enforce any rights and obligations under this agreement even if there is a delay in doing so.
- 10.2 If this agreement is found to be unenforceable in whole or in part by any court of law or other regulatory or competent body, this will not affect any other part of this agreement.

11. Limitation of Liability

- 11.1 We don't limit or exclude liability for death or personal injury caused by our negligent acts or omissions.
- 11.2 We'll only be liable for loss or damage which is a reasonably foreseeable consequence of our breach of this agreement up to a maximum liability of €120,000 in any calendar year. Neither you nor us will be liable to the other for any loss or damage which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contract or wasted expenses.

12. Notices

- 12.1 Notices required under this agreement will be in writing and delivered by hand, sent by post or by e-mail or published on our website. Any notices sent by post will be sent to your billing address. We'll assume you've received posted notices within 5 working days after posting and electronic notices on the same working day as we send it unless we receive evidence to the contrary.

13. Use of Personal Information

- 13.1 Information you provide or we hold may be used by us, our employees and/or our agents, including companies within the Scottish and Southern Energy Group (which Airtricity Limited is part of) to help:
- (a) identify you when you call;
 - (b) detection and prevention of crime, fraud and loss;
 - (c) administration of accounts, services and products; and
 - (d) contact you in writing and/or by phone and/or by email with information about other services and products offered by us and/or our carefully selected partners where you have consented.
- 13.2 Information can be shared between us and third parties who provide and/or receive services in relation to this agreement in order to fulfil our obligations.
- 13.3 We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they'll retain a copy of the search. Information from your application and payment details of your account may be recorded by these agencies and may be shared with other organisations to help make credit and insurance decisions about you and members of your household and for debt collection and fraud prevention purposes.
- 13.4 We may monitor or record telephone calls, to help improve our customer service, for security purposes, for administering your account and for debt recovery purposes.
- 13.5 You agree to let us know if a person with special needs resides or ceases to reside at the Address.

14. Governing Law

- 14.1 This agreement shall be governed by Irish Law. Any disputes arising shall be dealt with by the Irish Courts.

15. Emergencies and Safety - Electricity

- 15.1 You must tell your Electricity Distributor immediately if you're aware of any incident that either:
- (a) Causes danger or requires urgent attention regarding the supply or distribution of electricity; or

- (b) Affects or is likely to affect the maintenance, availability and quality of service of the electricity distribution network.

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

16. Terms of Connection

It is a condition precedent to a supply from us to you under this agreement that you have a standard connection agreement (SCA) in place with the Electricity Distributor and that you keep to its conditions, as amended from time to time by the Electricity Distributor (and approved by the Regulator). The SCA is a legal agreement. It sets out rights and duties in relation to the connection at which your Electricity Distributor delivers electricity to, or accepts electricity from, your home or business. The Electricity Distributor may deem that a SCA in the name of a previous occupant of the premises shall apply to you. In that case, you do not need to enter into a new SCA but you must keep to the conditions of the existing SCA. If you want a copy of the SCA or have any questions about it, please contact your Electricity Distributor or visit their website.

17. Customer Charter

- 17.1 We have a customer charter which is approved by the Regulator that sets out our commitments to you as a customer in relation to levels of service. The charter can be found on our website www.airtricity.com or you may contact us if you would like to receive a copy.
- 17.2 Our customer charter sets out our services for special needs and details on how to join the industry register if you are a priority customer.
- 17.3 The customer charter also contains details of our complaints handling procedure should you need to use this at any stage. Details of how to contact us can be found on our website or you can write to us at Customer Service Department, Airtricity, Airtricity House, Ravenscourt Office Park, Sandyford, Dublin 18.