

Residential Electricity General Terms and Conditions for customers joining us from the 4th April 2011 and all customers moving to a new price plan from the 4th April 2011

The key changes in the general terms and conditions mainly relate to improved customers' Data Protection rights as well as additional information in relation to the management of your account with Electric Ireland. In particular, please see the new definition in '1. Definition', for 'Deemed Contract'; at '2.(k) and 2.(m). Sale and Supply of Electricity' covering 30/60 Day Fixed Term Contract Notice and Annual Prompt communications; at '19. Data Protection Notice' revised for the General Data Protection Regulation (GDPR).

Electric Ireland Residential Electricity General Terms and Conditions from the 4th April 2011 and all customers moving to a new price plan from the 4th April 2011

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Please note that as a customer of Electric Ireland you are bound by the following
Terms and Conditions

We would ask that You note in particular conditions **3a and b**(Change of supplier), **7c** (Price of Electricity) and **8e and g** (Payment of Accounts) and the (Data Protection) and (Marketing) conditions in **19** and **20**.

Electric Ireland Electricity Terms and Conditions
for
Residential Customers

Application of General Conditions

These are Our standard Conditions, as a residential customer You will be deemed to have accepted these Conditions and be bound by them from the time that You become a customer of Ours.

1. Definitions

In these conditions, the words below have the following meanings.

"Us" "We" or "Our" means ESB, acting through its Electric Ireland business unit.

"You" "Your" or "Yourself" means the person who has entered into this Agreement.

"Conditions" means the standard terms and conditions of supply set out in this document.

"Agreement" means the Contract for the supply of electricity by Us to You incorporating any special conditions and which includes these Terms and Conditions.

"Assignment" means Our entitlement as an electricity supplier to transfer this right to a third party to perform Our obligation as an electricity supplier.

"AVT Message" means an Automated Voice Message from Us to You regarding Your account, Our products or Our Services.

"Charges" means the amount(s) payable by You for: (a) the supply of electricity by Us (b) any costs associated with the supply of electricity by Us, and (c) any Pass Through Charges.

"Commission" means the Commission for Regulation of Utilities which is the regulator for the electricity and natural gas sectors in Ireland.

"Connection Agreement" means an Agreement with the DSO under which You have the right for Your installation to be, and to stay, connected to the electricity distribution system in line with the terms and conditions of that Agreement.

"Customer Account" means any account with Us held in Your name for the purposes of the supply of electricity.

"Deemed Contract" means a legally enforceable agreement considered to have been made between the Electric Ireland 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 Electric Ireland and where the premises continue to be supplied with gas or electricity by Us) did not inform Us that he or she continued to use the electricity or gas supplied to the premises concerned after the previous contract for supply to the premises concerned had expired, or was not cancelled when a previous owner or occupied vacated the premises or the new owner or occupied did not enter into a new contract of supply'.

"DSO" means the Distribution System Operator, ESB Networks Limited.

"Electricity Bill" means the periodic invoice issued by Us to You requesting payment for electricity supplied under this Agreement.

"EURIBOR" means the 3 month Euro Inter Bank Offered Rate.

"Licence" means the Licence to supply Electricity granted to Us by the Commission.

"Maximum Import Capacity" (MIC) means the maximum amount of electricity, expressed in kiloVoltAmps (kVA) that will be supplied to You at the point of supply.

"Meter" means the electricity meter installed by the DSO for the purpose of measuring the quantity of electricity 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.

"MRSO" means Meter Registration System Operator, a "ring fenced" function within ESB Networks who are responsible for the Change of Supplier process in the competitive electricity market.

"Point of Supply" means the point shown in the Connection Agreement, or in an application to supply at a specific point, where energy may flow between the local electricity distribution system and Your installation.

"Premises" means the Premises specified in the application for electricity supply completed by You or such other Premises as may be notified by You to Us and accepted by Us from time to time.

"Price Plan" means Our list of current prices and the pricing structure applicable to each.

"Register/Registration" means the registering by MRSO of You as a customer.

"Security" means a deposit of money paid in advance as a Security against the failure of an electricity account or Agreement being fulfilled to terms.

"Siteworks" means any works carried out by the DSO in relation to Your electricity supply and any other piece of work as set out in the DSO's Siteworks charges including, but not limited to the provision, installation, repair, maintenance, withdrawal or reinstatement of electricity supply or the Meter or equipment used in supplying electricity to Your premises.

"Start Date" means the date on which You join one of Our Price Plans

"Statement" means the periodic statement issued by Us to You of consumption (debt outstanding, debt repaid if applicable) and payments made for electricity supplied under this Agreement.

"Vulnerable Customers" We have special services for those who register with Us as being elderly, dependant on electrical medical equipment, or who have hearing, sight or mobility difficulties.

1.1 References in the Conditions to a document shall be references to such document as amended or replaced from time to time.

2. Sale and Supply of Electricity

a) We will sell and supply electricity to You at the Premises subject to these Conditions until the Agreement is ended by either You or Us in accordance with Conditions 11 and 12.

b) It is a condition of supply that You have a Connection Agreement and keep to its conditions. Please read the DSO conditions for connecting You to the electricity distribution system, which You can get from the DSO website at www.esb.ie/esbnetworks. If You have taken over the supply to premises that were previously supplied in the name of another customer and You do not have a Connection Agreement for the premises, the DSO will consider that the previous customer's Maximum Import Capacity and the conditions of the previous customer's Connection Agreement apply to You. You will not have to enter into a new Connection Agreement Yourself, but You must keep to all the conditions of the previous customer's Connection Agreement. If You prefer to have a Connection Agreement in Your own name, You should contact the DSO at www.esb.ie/esbnetworks.

c) For existing customers this Agreement shall commence on the date of this Agreement. For new customers it shall commence on the date We receive notification from MRSO that You are registered as a customer of Ours.

d) You must give us all the information We need about the Premises, and all other details which

We ask for to work out what kind of account/Price Plan You need.

- e) You must provide Us with Your contact details e.g. a landline or mobile number and We are allowed to use these details to contact You in relation to Your account.
- f) All the information You give Us must be truthful and accurate. You must tell Us about any changes to the information as soon as possible.
- g) We will do all We can to process an application so that the electricity account is set up by the date You need it, as long as You have met all Our financial and other requirements.
- h) Characteristics of the supply will be in line with the Connection Agreement and these conditions. The typical MIC for private dwellings is 12kVA. You should check Your specific requirements with Your electrical contractor. You are responsible for choosing the appropriate MIC.
- i) You cannot extend Your supply for someone else to use. We will consider them to be a separate customer.
- j) We accept no responsibility for the adequacy, safety or other characteristics of Your electrical installation.
- k) For fixed term contracts, 30 – 60 days in advance of the expiry date, we will issue a notification to inform you of the options available to you when the contract expires.
- l) For customers not on fixed term contracts renewal does not apply and you will continue on your chosen price plan until we receive new instructions from You.
- m) Where You have been on the same energy tariff for the past 3 years or more, we will issue a notification on an annual basis to prompt You to review Your contract.

3. Change of Supplier

- a) In the event that You are found to be in breach of approved debt thresholds should You choose to switch Your account to another licensed energy supplier a debt flag will generate on Your account at the point of switch. This debt flag will notify the acquiring supplier of this breach. The approved debt thresholds are as published from time to time by the Commission for the Regulation of Utilities and details can be obtained as at Condition 17 in this document.
- b) We also reserve the right to perform a credit check on Your account(s).
- c) You will give Us an electricity meter reading for the Start Date or allow ESB Networks to obtain an actual Meter reading at the premises.
- d) Customers will not normally be charged for changing supplier. (For the avoidance of doubt an exit fee will only be applied for early termination of a fixed term price plan contract by customers)
- e) We will process customer switch requests on request and without delay, as far as practicable.
- f) Customers are entitled to avail of a cooling off period of 14 calendar days from the commencement of your contract. If you notify us within this period that you do not want to proceed with the switch, we will cancel the switch and you will remain a customer of your existing supplier
- g) When your request to switch is processed, your current supplier may notify us if you are in arrears for more than the levels set for all customers by the Commission for the Regulation of Utilities. If we decide not to carry out the switch because of arrears, we will notify you without delay.

4. Metering and Billing

- a) The electricity supply will be measured by metering equipment that will be installed and maintained in line with the Connection Agreement, DSO staff, its agents or contractors will read the meters.
- b) We will send You bills for the electricity that you use at least every two months. Your bill may

also include charges for services that We have agreed to supply to You and will include VAT and any other taxes or charges that may apply. Customers with prepayment or Pay As You Go meters will receive up to three annually.

c) If We or You discover that any meter reading has been inaccurate or omitted, or the readings have not been converted into charges correctly, We or You, as the case may be, must pay any money that is due at the date of the next bill. Where a Pay As You Go meter is installed we will add the amount due to your Pay As You Go meter balance.

d) If, for any reason, the DSO have not been able to get meter readings, We will use estimated readings. You can also provide Us with an actual reading by phoning Us at 1850 372 372 or submitting your reading online at www.electricireland.ie/reading.

e) You are responsible for making sure that metering equipment including Pay As You Go meters and associated equipment are protected and kept in safe condition. You must let us or the Electricity Distributor (ESB Networks) know immediately if the equipment is interfered with or damaged.

5. Access and Siteworks

a) All equipment and installations from the distribution network, up to and including the Meter belong to the DSO and must be used in accordance with the DSO's instructions and terms and conditions. We have no responsibility for maintaining the Meter or any metering equipment.

b) You agree to be bound by any conditions given to You by the DSO or by Us on behalf of the DSO regarding Your electricity supply and any related matters. These are available from their website at www.esb.ie/esbnetworks, by phoning ESB Networks at **1850 372 757** or by email at esbnetworks@esb.ie.

c) You are responsible at all times for having due care towards the Meter. You will not interfere or allow any interference with the Meter, whether for repairs or for any other purpose without the DSOs consent, and shall notify the DSO and/or Us promptly of any defect in the Meter or if any alteration or other attention is required.

d) You may request the DSO to carry out Siteworks at the premises in accordance with the terms of this Agreement.

e) The DSO (and when appropriate We) will inform You at the time that You request the Siteworks of the cost and payment terms of the Siteworks.

f) We may request that Siteworks be carried out at the Premises such as servicing of the Meter, withdrawal or reinstatement of electricity supply.

g) You must allow the DSO's authorised personnel, agents or contractors entry to the Premises for the purposes of reading, inspecting, withdrawal or reinstatement of supply, or removing the Meter or Meters and for all other purposes in connection with providing electricity. Such entry is to be permitted at all reasonable times and at any time in case of any emergency or network emergency.

6. Security

a) If We decide it is required at any time, You may need to provide reasonable Security, which may be in the form of a deposit that We will decide.

b) Any Security cover provided to Us which is in the form of a cash deposit will be repaid to You when You close Your account provided all sums due have been paid, or after a certain period (not more than twelve months) provided You have satisfied Our payment terms on a continuous basis,

whichever is the earliest.

c) You may have to give Us Your date of birth and/or other personal information for credit assessment purposes.

7. Price of Electricity

a) The prices offered by Us are based on Our current Price Plans which may be varied by Us from time to time.

b) Our Price Plans (with additional product specific terms and conditions, including contract duration and any related exit fees or obligations) are displayed on Our website (www.electricireland.ie) or may be obtained by contacting Us, see contact details at Condition 17.

c) Unless your Price Plan states otherwise, we are entitled to change the price of electricity charged by Us. We will inform you of any change by at least two of the following methods; in writing, by e-mail, on or with your bill, by SMS or by notification on top up, by notice in the national media or on our website at least 30 days in advance of any change coming into effect. Any such notice or advertisement will state the date on which the price change is effective.

d) You may get advice from Us on choosing a Price Plan but You are responsible for making the decision on what Price Plan best suits Your needs. In the event that You have chosen the incorrect Price Plan for You, We will not be held accountable for this or any charging that has occurred due to Your incorrect selection.

e) We reserve the right to move You to Our standard Price Plan if You breach the terms and conditions of Your Price Plan.

f) From time to time, We may (at Our sole discretion) offer certain specified categories of customers (which may or may not include You) special Price Plans for a certain period of time to be determined by Us.

g) If You have both electricity and gas accounts with Us and You move Your gas supply to another supplier but We continue to supply You with electricity We may charge You Our electricity only price (which may be different to the price offered for taking both electricity and gas from Us) from the date that Your gas supply has moved to that other gas supplier.

8. Payment of Accounts

a) You must pay Us the cost of the electricity consumed at the Premises, or for any bill which is based on an estimated Meter reading during the billing period (plus VAT), and any other taxes or charges which may be applicable to the Price Plan You have chosen.

b) Unless We have agreed otherwise, every bill, including bills based on estimated Meter readings, is payable on the date specified on the bill.

c) You must also pay Us for any amount or charges which are specified on the bill as other services that We have agreed to provide to You.

d) You must pay Us for any Siteworks that We or You have requested to be carried out at Your premises and for which We have been charged by the DSO.

e) You must pay Your bill to the specific payment conditions of Your Price Plan. If you pay us by direct debit, We reserve the right to change our direct debit collection date and We will notify you in advance of doing this.

f) All sums due to Us under the Agreement must be paid without deduction or set-off. If You do not pay Us any sum due under the Agreement You may be liable to pay us a late payment fee or interest from the due date at a rate equal to 3% above EURIBOR, accruing on a daily basis until payment is made.

g) If You have an account with Us at another residential premise, We may transfer any credit or debit between Your accounts in order to recover money You owe Us.

h) Further information on billing and payment options can be found in our [Codes of Practice](#), see condition 18.

9. Vulnerable Customers

We will provide certain services to Our customers who register with Us as Vulnerable Customers, including priority registers, in relation to their electricity usage. Information on these services, and how to access them and register, is available in our [Codes of Practice](#), see condition 18.

10. Our Liability

- a) As Your supplier We will not be liable to You for any loss or damage caused arising directly or indirectly from Your electricity supply and the equipment.
- b) Nothing in this Agreement will exclude or restrict Your or Our liability for death or personal injury resulting from Your or Our negligence.
- c) We will not be liable to You under this Agreement in contract, tort (including negligence) or otherwise for any indirect damages or economic loss, any loss of revenue, business, contracts, predicted savings or profits.
- d) If any exclusion or other condition in this Agreement is invalid for any reason and We become liable for loss and damage that could otherwise have been excluded or limited, our liability will be limited to a maximum sum equal to the total amount of charges and other payments We received from You for the electricity supply.

11. Your Right to End the Agreement

- a) If You are moving Premises and/or no longer wish to keep Your electricity account open You must give Us seven (7) calendar days notice in advance of Your leaving the premises (or as otherwise agreed by us) by telephone or by writing to Us (in accordance with Condition 17) and pay the amount due for all electricity used up to the date of such termination and for any other charges and obligations in Your Price Plan or services that We have agreed to provide to You under this Agreement.
- b) In the event that you do not provide a reading or access to de-energise the premise, we will estimate the closing reading and any charges arising from this estimate must be accepted by you as the due amount on your final bill.
- c) The ending of the Agreement will not affect any rights or duties which have accrued to You before the Agreement ends.
- d) Where the supply of electricity is withdrawn due to Your default, You will pay Us all expenses reasonably incurred and the cost of supply withdrawal and of subsequent reconnection, if any in line with regulated charges and codes of practice.

12. Our Right to Withdraw Supply and End The Agreement

Provided We have followed Our procedures set out in Our Codes or Practice, We may request the DSO to withdraw Your electricity supply (disconnection) if :

- a) You fail to pay any bill for the electricity We have supplied or any other amount under this Agreement for supplying electricity.
- b) You do not agree to an arrangement to pay by instalments or break an agreed arrangement or refuse a pre-payment meter/budget controller.

- c) Your installation or use of electricity interferes with the distribution system or disturbs other customers.
- d) You extend the supply to someone else who We consider to be a separate customer.
- e) You do not meet all of Your obligations under these conditions or the Connection Agreement, and fail to put things right.
- f) If You have used electricity without permission or committed theft of electricity.
- g) You become insolvent, have a receiver, liquidator or examiner appointed, or enter into an arrangement with Your creditors.
- h) We need to do so by law.
- i) Your Connection Agreement ends.
- j) It is no longer practical to supply electricity for reasons outside Our control.
- k) You have asked Us to.

13. Complaints

Our Code of Practice for Complaints Handling is available at www.electricireland.ie

You may also request a copy of our Code of Practice for Complaints Handling or make a complaint in relation to any issue arising under the Agreement by contacting Our Customer Complaints Facilitator at PO Box 12523, Dublin 9 or by Email at complaintfacilitator@electricireland.ie.

14. Variation of General Conditions

We may amend, vary or add to these Conditions at any time on giving You thirty days (30) notice. This notice will indicate where You may view or obtain a copy of the new Conditions. If any variation, addition or amendment is unacceptable to You, You may end the Agreement in accordance with Condition 11(a) (the unvaried Conditions applying during the thirty (30) day notice period) otherwise You will be deemed to have accepted the new Conditions. We will provide You with a copy of the new Conditions at least twenty-eight (28) days before the change comes into effect.

15. Assignment

- a) You may not assign this Contract or Agreement without Our consent.
- b) 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).
- c) On such assignment or transfer, We may hand over Your Security deposit and any interest in same to the party mentioned in 15 (b) or refund it to You.

16. Notices

Except for price change notices issued under Condition 7c, We will have given You proper notice:

- a) If We send the notice by post to Your last known address.
- b) If We address the notice to some or all customers in an advertisement in a national newspaper. Notices may be included in any other communication We send You.
- c) You will have given Us proper notice if You send the notice by post addressed to Us at Our principal office in accordance with Condition 17.

17. Contact Details

a. Our Customer Service Department may be contacted at:

Electric Ireland

P.O. Box 841,

South City Delivery Office,

Togher, Co. Cork

By telephone: 1850 372 372

By telephone (outside Ireland) +353 1 852 9534

By fax: 021 434 4871

By e-mail: service@electricireland.ie

Minicom: 1850 372 707

Certain information as provided in the Conditions may also be obtained on Our website at

www.electricireland.ie

b. This contact information may be amended or varied from time to time. The up-to-date information in this regard will be displayed on Our website and on Your bill.

18. Our Codes of Practice and Customer Charter

a) We have seven [Codes of Practice](#); Complaint Handling, Marketing and Advertising, Customer Sign-Up, Billing, Disconnection, Pay As You Go Metering and Vulnerable Customers which set out the way We do Our business in each of these areas and the services and levels of service You can expect.

To obtain free copies please call Us on 1850 372 372 or visit Our website at www.electricireland.ie

b) We have a [Customer Charter](#) which sets out Our customer service commitments and Our seven guaranteed service standards. To obtain a free copy please call Us on 1850 372 372 or visit our website at www.electricireland.ie.

19. Data Protection Notice

a) In order that We may provide You with an effective service, and to comply with our legal obligations, it is necessary for Us to collect and use data relating to You ("Personal Data"). This includes Your name, address and contact details, information relating to your consumption of electricity and billing and payment data. Where appropriate, we may also hold information supplied by You, such as answers to security questions, bank account/credit card/debit card details and/or information relating to special circumstances you may have

b) Where you switch to Us from another supplier, we may receive details of Your account history from that other supplier.

c) We will hold, use and protect your Personal Data in accordance with data protection and privacy laws.

d) We may disclose your Personal Data to persons who are providing services to us under contract. We are responsible for ensuring that those persons handle and protect your Personal Data to Our standards.

e) Where the law requires, we may disclose Your Personal Data to authorities such as An Garda Síochána or Local Authorities. We may also disclose some or all of your Personal Data to another supplier in the following circumstances:

a. Where you switch your account to that other supplier; or

- b. In the event of a market failure involving a supplier default, to the Supplier of Last Resort designated by the Commission for Regulation of Utilities
- f) Where necessary, we will seek your consent to specific uses of your Personal Data. Where you give that consent, you are entitled to revoke it at any time.
- g) You have significant rights in relation to the Personal Data that we hold about you. These rights include
 - a. Access to, and copies of, the Personal Data we hold about you
 - b. Correction of any Personal Data which is inaccurate
 - c. Deletion or erasure of Personal Data that we no longer require
- h) Your personal information may be transferred to the Distribution System Operator for the purpose of maintaining and operating supply to your premises.

To find out more about your rights and how We manage and protect them, please refer to our Privacy Notice, which can be found at www.electricireland.ie/privacy or You can get a copy by contacting us in accordance with the contact details at Condition 17 in this document. Further detail can be obtained by contacting our Data Protection Officer by email at dpo@esb.ie or by postal mail at Data Protection Officer, ESB, Two Gateway, East Wall Road D03 A995, Dublin 3.

20. Marketing

We, and/or agents acting on behalf of Us may contact You by text message, e-mail, post, telephone or in person with information about products or services (relating to electricity, gas or other products and services, including those offered by third parties) which may be of interest to You. Please follow carefully the instructions below to ensure that Your marketing preferences are respected. If You do not wish to be contacted please exercise Your right of opt-out as described below:

How to exercise Your right of opt-out

You can exercise Your right of opt-out either by writing to Us in accordance with Condition 17 or by emailing Us at service@electricireland.ie.

21. General

- a) The headings in these Conditions are for convenience only and will not affect their interpretation.
- b) If We waive a breach of the Agreement by You, that waiver shall not be considered to be or include a waiver of any previous or subsequent breach by You of the same or any other provision.
- c) If a competent authority determines that any provision of these Conditions is invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected by that determination.
- d) Where You are more than one person or entity, each such person or entity is jointly and severally liable for Your obligations under this Agreement.

22. Events Beyond Our Control

We will not have to carry out any obligation under this Agreement if We are prevented from doing so by any cause beyond Our reasonable control. This includes, but is not limited to, failure or shortage of power supplies, civil unrest, labour shortage or labour dispute, instructions or requests

from the Government, an emergency services organisation, or any other competent authority, or legal obligations.

23. Refunds

We will process without delay any refunds due to our customers in accordance with agreed procedures.

24. Deemed Contracts

- a) A Deemed Contract will be automatically put in place where a premise is no longer subject to a contract for the supply of electricity by Electric Ireland but is connected to a supply where Electric Ireland is the registered supplier
- b) A Deemed Contract will commence on the date You take electricity supply from Electric Ireland in the circumstances described in a) above.
- c) A Deemed Contract constitutes a legally enforceable agreement for the supply of electricity between You and Electric Ireland.
- d) General Conditions 1 to 23 apply to a Deemed Contract except to the extent that they are inconsistent with this Condition 24.
- e) Customers supplied under a Deemed Contract are free to enter into a contract of supply with Electric Ireland or another supplier.
- f) Where a Deemed Contract is in place, it will continue until You register and enter into a new contract with Electric Ireland, or You enter into a contract with another supplier.
- g) Under a Deemed Contract, you will be charged Electric Ireland standard rates and you are responsible for the payment of electricity supplied
- h) Under a Deemed Contract, we will issue bills to your property based on actual or estimated meter reading which you are liable to pay
- i) Where a premise is no longer subject to a contract of supply with Electric Ireland and is being supplied under a Deemed Contract, it will be at risk of disconnection