

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 Customer Registration and Product Terms Sheet constitute the Energy Supply Contract between Viridian Energy 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 and these General Terms and Conditions.

“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.

“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.

“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.

“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.

“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.

“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.

“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.

“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.

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

“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.

“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. 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.

“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 14 day cooling off period, during which you may choose to cancel this Agreement. There is no penalty for cancelling 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.

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.

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 shall be notified to you by at least two of the following methods: on Energia's website 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 28 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 or will be provided on request.

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 the 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 the Tariff 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.

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 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 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 have an account with Energia at another premises, any credit or debit may be transferred between your accounts 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 Term 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:

- a) Energia visiting the Premises;
- b) your bank rejecting a direct debit, because there is not sufficient money in your bank account or returns a cheque to Energia unpaid; or
- c) 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:

- (a) you don't meet Energia's credit criteria;
- (b) you fail to pay or are late in paying any amount due to us (including the security deposit); or
- (c) 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:

- (a) within 1 month upon the closure of your account; or
- (b) 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 continue to supply you with gas, Energia may charge you our gas only Tariff (which may be different to

the dual fuel gas Tariff) from the date that your electricity supply has moved to that other electricity supplier.

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 may charge you the electricity only Tariff (which may be different to the dual fuel Tariff) from the date that your gas supply has moved to that other gas supplier.

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.

9. Pay As You Go Meter

Energia may ask you to pay for your Energy through a pay as you go meter if:

- (a) Energia credit checks indicate that this is an appropriate payment method for you;
- (b) Energia has reason to believe that someone has tampered with an existing meter; or
- (c) You owe Energia money and by installing a pay as you go meter Energia can avoid disconnecting your supply.

Information regarding pay as you go meters is available on Energia's website www.energia.ie and in the Code of Practice on Pay as You Go Metering and Budget Controllers.

10. 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.

10.3 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 will normally be assumed to be correct. Where Energia believe that the Meter readings 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 shall either debit or credit your account accordingly.

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 1850 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 1850 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 & 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:

- (a) 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;
- (b) your home appliances or associated wiring;
- (c) the acts of the Relevant System Operator; or

(d) 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 & 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 in advance (on your bill, by email or by letter) of the date that this Agreement is due to expire and provide details of:

- (a) the date on which this Agreement will expire;
- (b) the charges you are currently paying under your energy plan;
- (c) the 'Estimated Annual Bill' for your current energy plan; and
- (d) the 'Estimated Annual Bill' for any new 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.

13.3 You may terminate this Agreement pursuant to Clause 4.3 or otherwise by contacting us on 1850 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.

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:

- (a) you fail to pay any Charges or any other amount under this Agreement;
- (b) 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;
- (c) there is no registered account holder at the address;
- (d) Energia does not have an Agreement to supply you; or
- (e) your installation or use of Energy interferes with the distribution system or disturbs other customers;
- (f) you extend the supply to someone else who Energia consider to be a separate customer;
- (g) 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;
- (h) you have used Energy without permission or committed theft of Energy;
- (i) you become insolvent or enter into an arrangement with your creditors;
- (j) Energia needs to do so by law;
- (k) it is no longer safe for Energia to continue to supply you with Energy;
- (l) Energia has been instructed to terminate the Agreement by the Relevant System Operator.
- (m) it is no longer practical to supply Energy for reasons outside Energia's control; or
- (n) You have asked us to.

13.8 Upon termination of the Agreement:

- (a) 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;
- (b) 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
- (c) 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.

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.

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.

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, it shall be responsible for all Energy supplied by Energia and consumed at the premises until date when a new occupant is registered at the meter point. This is without prejudice to the provision of Clause 13.

17.Complaints

18.Customer Charter & 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 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 Register 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:

- (a) Marketing and Advertising;
- (b) Customer Sign Up
- (c) Billing;
- (d) Disconnection;
- (e) Complaint Handling;
- (f) Vulnerable Customers; and
- (g) Pay as you go Metering and Budget Controllers.

18.4 The Codes of Practice can be found on our website at 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 service (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

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:

- (a) If delivered by hand, upon the date of delivery;
 - (b) If delivered by pre-paid ordinary post within the jurisdiction in which you resides or is registered, [2] days after sending or if delivered by pre-paid ordinary post outside the jurisdiction in which you reside [5] days after sending;
 - (c) If delivered by facsimile, at the time that a transmission report is produced by the sender's facsimile machine confirming that the transmission has been satisfactorily completed; or
 - (d) If delivered by electronic mail, at the time that the sender's computer generates a message stating that the e-mail has been received.
-

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):

- (a) Gas Networks Ireland Terms and Conditions for Gas Users at Non Daily Metered (NDM) Offtake Points;
 - (b) ESB Networks General Conditions for Connection to the distribution system for customers with a connection greater than 100kVA; and
 - (c) 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:

- (a) the charges you are currently paying under your energy plan;
- (b) the 'Estimated Annual Bill' for your current energy plan; and
- (c) 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.

23. Miscellaneous

23. Energia may assign the benefit of this Agreement or any part of it. You may assign the Agreement only with written consent of Energia.

24. 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.

25. 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.

26. 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.

27. The laws of Ireland will govern this Agreement and the parties accept the non-exclusive jurisdiction of the courts of Ireland.

Product Terms & Conditions

Total discount is based on your chosen price plan options and applies to new customers only. You must pay your bill by Direct Debit to avail of the Direct Debit Discount and register for Online Billing to receive the Online Billing Discount. If you cancel your Direct Debit payment or choose to switch to paper bill, you will lose these discounts. From time to time we may issue promotional codes. Only one promotional code will be accepted per customer registration. Other promotional codes may be available at any given time.

Discounts are against Energia Standard Unit Rates. Standing Charges also apply. VAT applies at 13.5%. The Public Service Obligation (PSO) Levy has been set at €3.22 (inc VAT) per month from 1st of October 2019. This applies to all domestic electricity customers irrespective of supplier. The Carbon Tax has been set at 0.0041995 (inc. VAT) per kWh. This tax applies to all domestic natural gas customers, irrespective of supplier.

Your SmartChoice tariff discounts will apply for a period of one year from the date Energia is registered as your supplier. After one year you will revert to Energia standard unit rates. Once you have signed up to an Energia SmartChoice Tariff, there is a 14 day Cooling Off period, during which you may choose to cancel your agreement to switch. There is no penalty for cancelling during the Cooling Off period. If you cancel your service any time after the Cooling Off period and before the end of your contract, a termination fee of €50 per fuel will apply.

All prices are subject to change as per our General Terms and Conditions above.

Payments

Your bill is paid by direct debit from the bank account you specified when you signed up. The direct debit is processed 14 days after the date your bill is issued and the payment will be taken from your bank account on your chosen date.

If you need to update your bank details with us, just give us a call on 1850 405 405 with the new details.

Our online payment service, fastpay.energia.ie, allows you to make payments to your accounts, which are then credited off your next bill. Payments can be made with a debit or credit card. This is a handy way to build up credit, so you're not hit with the full bill all at once.

With our fix pay you can spread your energy costs out equally over 12 months helping you to budget for your electricity and gas costs over the year.

If you do not pay by direct debit then we expect payment before the due date on any bills issued. Your bill is due for payment 14 days after your bill has been issued.

Cashback Terms & Conditions

Cashback Offers

Energia's cashback offers may be available to Energia customers.

The cashback amount will be applied as a credit to the customer's Electricity bill.

To avail of the cashback offer you must be successfully signed up to Energia. Only one cashback allowed per person.

Free Netatmo Offer Terms & Conditions

Free Netatmo Offer - Terms & Conditions

To be eligible for this offer you must fulfil the following criteria:

Your heating system must be a Single Zone heating system – i.e. the boiler heats both hot water and radiators at the same time with no ability to separate them; and there is no separation between upstairs and downstairs – that is capable of being upgraded to a system that qualifies as Entry Level Heating Controls with Remote Access according to SEAI's Code of Practice and Standards and Specifications Guidelines.

Your home must have been built prior to 2006

You must have a wireless broadband router and good Wi-Fi coverage across your home; as well as a smartphone, tablet, PC or laptop with Android, iOS or Windows to utilise the product (BlackBerry phones are not compatible)

Previous upgrades to your boiler or heating system carried out by you or a previous occupier of the property may render your home ineligible for Netatmo under the SEAI's Better Energy Homes programme guidelines

Your existing heating system, controls and boiler must be compatible with Netatmo.

These criteria may be subject to change from time-to-time

We will contact you shortly after you have registered/ renewed to complete some final eligibility checks and to book an appointment if you meet all the criteria

Your Netatmo can only be installed after you have passed the 14-day cooling off period outlined in Energia's Standard Terms and Conditions. If you cancel your Energia switch/ renewal within the 14-day cooling off period, we will automatically cancel your Netatmo installation

Energia are not responsible where a home does not meet eligibility criteria. Where a customer is not eligible for Netatmo, no discount, cashback or cash alternative is available

This offer is available on the date of registration/ renewal only – you cannot choose to take the offer thereafter

This offer is only available to new and existing customers who sign-up to a minimum 12-month contract on the specific offers outlined at registration or renewal

You must be the homeowner of the property or have permission from the owner of the property to install the Netatmo before installation

The Netatmo product must be installed and remain operational in your home until 2020

If you move house you cannot move the Netatmo with you, you must leave it on the property as it forms part of the central heating system

You will be eligible for a charge of €100 if you request that your Netatmo be uninstalled

We will make every attempt to contact you promptly after registration/ renewal to arrange installation of the Netatmo within 28 days of your completed registration with Energia - i.e. after the 14 day cooling off period – and based on your availability. If we are unable to contact you and/or we cannot install the Netatmo within 28 days due to your unavailability, the Free Netatmo element of the offer will be terminated

Energia reserves the right to vary and/or cancel this offer at any time for valid commercial, technical, operational and/or regulatory reasons

This offer is available until the 31st of December 2019, however may be extended

These Terms & Conditions are in addition to Energia Standard Terms & Conditions and the Netatmo Terms and Conditions

The quoted saving is based on the typical annual spend of a family in a three bedroomed house (based on urban domestic standard Electricity consumption of 4,200 kWh) and Energia's "NETATMOELEC" offer on Electricity consisting of 25% off electricity. Prices correct as at 1st of Jan 2019. Figures have been rounded to the nearest Euro value.

Total discount is based on your chosen price plan options and use of the promotional code "NETATMOELEC". You must pay your bill by Direct Debit to avail of the Direct Debit Discount and register for Online Billing to receive the Online Billing Discount. If you cancel your Direct Debit payment or choose to switch to paper bill, you will lose these discounts.

Discounts are against Energia Standard Unit Rates. Standing Charges also apply. VAT applies at 13.5%. The Public Service Obligation (PSO) Levy has been set at €3.22 (inc VAT) per month from 1st October 2019. This applies to all domestic electricity customers irrespective of supplier. The Carbon Tax has been set at 0.0041995 (inc.VAT) per kWh. This tax applies to all domestic natural gas customers, irrespective of supplier.

Your SmartElectricity tariff discounts will apply for a period of one year from the date Energia is registered as your supplier. After one year you will revert to Energia standard unit rates. Once you have signed up to an Energia SmartElectricity Tariff, there is a 14 day Cooling Off period, during which you may choose to cancel your agreement to switch. There is no penalty for cancelling during the Cooling Off period. If you cancel your service any time after the Cooling Off period and before the end of your contract, a termination fee of €50 will apply.

All prices are subject to change as per Energia standard terms and conditions. For new customers only that sign up online or over the phone

The quoted saving is based on the typical annual spend of a family in a three bedroomed house (based on urban domestic standard Electricity and Gas consumption of 4,200 kWh and Gas of 11,000 kWh and Energia's "NETATMODUAL" offer on Dual Fuel Bundle consisting of 27% off electricity and 26% off gas discount on Energia standard unit rates. Prices correct as at 1st of Jan 2019. Figures have been rounded to the nearest Euro value.

Total discount is based on your chosen price plan options and use of the promotional code "NETATMODUAL". You must pay your bill by Direct Debit to avail of the Direct Debit Discount and register for Online Billing to receive the Online Billing Discount. If you cancel your Direct Debit payment or choose to switch to paper bill, you will lose these discounts.

Discounts are against Energia Standard Unit Rates. Standing Charges also apply. VAT applies at 13.5%. The Public Service Obligation (PSO) Levy has been set at €3.22 (inc VAT) per month from 1st October 2019. This applies to all domestic electricity customers irrespective of supplier. The Carbon Tax has been set at 0.0041995 (inc. VAT) per kWh. This tax applies to all domestic natural gas customers, irrespective of supplier.

Your SmartDual tariff discounts will apply for a period of one year from the date Energia is registered as your supplier. After one year you will revert to Energia standard unit rates. Once you have signed up to an Energia SmartElectricity Tariff, there is a 14 day Cooling Off period, during which you may choose to cancel your agreement to switch. There is no penalty for cancelling during the Cooling Off period. If you cancel your service any time after the Cooling Off period and before the end of your contract, a termination fee of €50 will apply.

All prices are subject to change as per Energia standard terms and conditions. For new customers only that sign up online or over the phone.

Boiler Services Terms & Conditions

Energia Standard Terms and Conditions for the provision of Boiler Services

1. DEFINITIONS

“Agreement” means the Boiler Services Agreement between you and Energia (incorporating these Terms and Conditions) pursuant to which Energia shall provide you with the Boiler Service and you shall pay to Energia all sums due in accordance with Clauses 5 and 6;

“Annual Boiler Service” means the services described in Clause 3.A.3 of this Agreement;

“Boiler” means the boiler on which the Boiler Service or the Boiler Repair Service is to be carried out, but does not include non-condensing boilers or fireplace-insert boilers;

“Boiler Care Bronze Standard Service” means a boiler service carried out in accordance with Clause 3.A;

“Boiler Care Gold Standard Service” means a boiler service carried out in accordance with Clause 3.B;

“Boiler Care Silver Standard Service” means a boiler service carried out in accordance with Clause 3.C;

“Boiler Service” means a call-out by a Service Technician to perform (as applicable)

(a) a Boiler Care Gold Standard Service;

(b) a Boiler Care Silver Standard Service; or

(c) a Boiler Care Bronze Standard Service.

“Boiler Repair Service” means a call-out by a Service Technician to perform a boiler repair service as described in Clause 4;

“Boiler Safety Check” means a safely check of a boiler as described in Clause 3.A.4;

“Business Day” means a day (other than a Saturday or Sunday) on which the banks are open for general business in the Republic of Ireland.

“Energia” means Viridian Energy Limited t/a Energia;

“Energia Customer Representative” means a member of the Energia customer representative team;

“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;

“Customer” or “you” means the customer(s) who enters into this Agreement with Energia;

“Data Protection Legislation” means all legislation relating to the processing and protection of Personal Data including the Irish Data Protection Act 2018, 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 practices;

“Force Majeure” means any event outside Energia’s reasonable control, including but not limited to, explosion, flood or other natural disaster, lightning, tempest, fire or other accident, war or threat of war, sabotage, insurrection, riot, invasion, terrorist attack or threat of terrorist attack, civil disturbance or disorder, industrial disputes, strikes and lockouts, acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental authority, import or export regulations or embargoes, defaults of suppliers or sub-contractors, or any act or omission of any nature whatsoever on the part of the customer or its agents or any event or circumstance which would constitute force

majeure under any applicable connection agreement, network or grid code;
“Group Companies” means any company that forms part of the Viridian group from time to time;
“IS 813:2002” means Irish Standard 813:2002 for Domestic Gas Installations as laid down by the National Standards Authority of Ireland (as amended);
“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;
“Personal Data” has the meaning set out in the Data Protection Legislation;
“Premises” means the premises where the Boiler Service is to be carried out;
“Service Cover” means
in respect of the Boiler Care Silver Standard Service, an amount up to €250 (including VAT).
in respect of the Boiler Care Gold Standard Service, an amount up to €1,000 (including VAT).
“Service Technician” means a qualified and experienced engineer engaged by Energia to carry the boiler servicing and repair works;
“Standard Boiler” means an appliance that contains a domestic central heating boiler only;
“System Boiler” means an appliance that contains a domestic central heating boiler and plumbing components including a circulating pump, expansion vessel and safety valve plus internal piping connecting these devices together;
“Terms and Conditions” means these terms and conditions; and
“VAT” means value added tax at the applicable rate from time to time.
In the event of inconsistency between these Terms and Conditions and the Boiler Service Agreement, the following order of precedence shall prevail: a) the Boiler Service Agreement; b) these Terms and Conditions; provided that nothing take precedence over Clauses 5 or 6 of these Terms and Conditions. Headings in these Terms and Conditions are inserted for convenience only and are to be ignored in the interpretation of the Terms and Conditions. References to persons or parties in these Terms and Conditions 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. BOILER SERVICE

(2.1) You may request a Boiler Service:

- (a) by telephone, by calling 1850 719 377;
- (b) online, at www.energia.ie; or
- (c) in person, when an Energia Customer Representative calls to your door.

(2.2) At the time of booking a Boiler Service, you must select either:

- (a) a Boiler Service Bronze Standard Service;
- (b) a Boiler Service Silver Standard Service;
- (c) a Boiler Service Gold Standard Service.

(2.3) If you have requested a Boiler Service by any of the methods outlined at Clause 2.1:

- (a) a quotation for the Boiler Service will be provided to you within 5 Business Days from the date you contact Energia and
- (b) if the quotation is acceptable to you, you shall pay Energia in accordance with Clause 5.1.

(2.4) Once payment has been made by you in accordance with Clause 5.1, the Boiler Service shall be completed within 28 Business Days of the payment being received by Energia, subject to the following:

- (a) Energia obtaining the necessary parts required from relevant third parties; and
- (b) Energia agreeing a suitable date with you for the Boiler Service to be carried out.

(2.5) The Boiler Service does not include the provision of any additional labour or any parts which are required to repair the Boiler. Should a part or additional labour be required to repair the Boiler Energia will provide a quote for this separately.

(2.6) By booking an appointment for a Boiler Service and making the payment to Energia you are entering into this Agreement and agreeing to be bound by these Terms and Conditions.

(2.7) Boiler Services will be conducted during normal working hours (8am to 6pm Monday to Friday excluding bank holidays and public holidays in Ireland), unless otherwise agreed between the parties.

3.A. SCOPE OF BOILER CARE BRONZE STANDARD SERVICE

This Clause 3.A applies only where the Customer has selected a Boiler Care Bronze Standard Service. Note that this Boiler Service (Boiler Care Bronze Standard Service) is not available to Customers with a non-condensing boiler or a fireplace-insert boiler.

(3.A.1) The Boiler Care Bronze Standard Service includes one Annual Boiler Service and one Boiler Safety Check per annum.

(3.A.2) A Service Technician will perform a full Annual Boiler Service on the Boiler for up to 45 minutes. This service will comprise approximately 28 separate diagnostic tests and checks as detailed at Clause 3.A.3.

(3.A.3) As part of the Annual Boiler Service the Service Technician will inspect the Boiler and clean and adjust it as necessary. All visual checks and tests will be carried out in accordance with IS 813:2002. The Service Technician will follow manufacturer's instructions as outlined in the installation and servicing instructions, where available. The following diagnostic tests and checks will be applied to the Boiler:

Visual Inspection:

- (a) Check boiler location (is it suitable?);
- (b) Check boiler for visual damage; and
- (c) Check appliance for correct operation.

Boiler Checks:

- (d) Check for correct ventilation as appropriate;
 - (e) Soundness test passed;
 - (f) Check for flue spillage where appropriate;
 - (g) Check flue condition, routing and terminal location;
 - (h) Check condensate drainage system (condensing boilers only);
 - (i) Check appliance clearance from combustible materials;
 - (j) Cold check effectiveness of flue;
 - (k) Check main burner and clean as necessary;
 - (l) Check pilot burner and probes/cables and clean as necessary;
 - (m) Check heat exchanger and clean as necessary;
 - (n) Check/adjust and record main burner pressure (as per manufacturer's instructions);
 - (o) Check operation of flame sensing control;
 - (p) Check effectiveness of flue with boiler running;
 - (q) Check for gas soundness of appliance with boiler running;
 - (r) Check for electrical isolation and correct 3-amp fuse is fitted;
 - (s) Inspect electrical wiring for damage and correct connection to appliance;
 - (t) Check operation of boiler thermostat;
 - (u) Check operation of low water pressure control (where appropriate);
 - (v) Check system pressure (as per manufacturer's instructions);
 - (w) Check expansion vessel (where required);
 - (x) Check flue guard is fitted (where required);
 - (y) Check for flue spillage (where appropriate);
 - (z) Check correct boiler operation including consumer controls (time clock, zone valves, thermostats);
- and
- (aa) Appliance conforms to IS 813:2002.
 - (ab) Boiler Combustion Efficiency Test Results

(3.A.4) Boiler Safety Check

During an Annual Boiler Service, a Service Technician will check the integrity of the Boiler in accordance with Annex C IS 813:2002.

3.B. SCOPE OF BOILER CARE SILVER STANDARD SERVICE

This Clause 3.B applies only where the Customer has selected a Boiler Care Silver Standard Service. Note that this Boiler Service (Boiler Care Silver Standard Service) is not available to Customers with a non-condensing boiler, a fireplace-insert boiler, or a natural gas condensing boiler that is more than twelve (12) years' old.

(3.B.1) Boiler Care Silver Standard includes:

- (a) one Annual Boiler Service;
- (b) one Boiler Safety Check; and
- (c) labour and parts in the case of breakdown of this appliance (including the replacement of the pump inside the Boiler, labour for call-outs or repairing a reported fault on your Boiler) for 12 months from the date of the Boiler Service, up to a maximum value of the Service Cover (being €250 including VAT), save for the Excluded Works and Excluded Parts (the "Silver Standard Service Works & Parts").

(3.B.2) Once the Service Cover has been reached, any further costs incurred within 12 months from the date of the initial Boiler Service will be fully chargeable to you in accordance with Clauses 5 and 6 below. We shall not be responsible for providing (a) Silver Standard Service Works & Parts with a cost of greater than the Service Cover (calculated at prevailing rates), or (b) Excluded Works; or (c) Excluded Parts. Where a Customer requests additional parts or labour which are listed as an Excluded Part or

Excluded Works, and / or where the cost of such additional parts or labour exceeds the applicable Service Cover (or the balance of the Service Cover available to that Customer) this will be quoted for separately.

(3.B.3) The Boiler Care Silver Standard Service does not include repair or replacement of the Boiler or any part thereof in the event of spare parts or components not being reasonably available. If the Boiler cannot be repaired because of the lack of available spare parts or components, the Boiler Care Plan shall be terminated, and the balance of the Service Cover paid by the Customer to Energia shall be refunded to the Customer on a pro-rata basis, less any costs already incurred by Energia in carrying out the Boiler Care Silver Standard Service.

3.C. SCOPE OF BOILER CARE GOLD STANDARD SERVICE

This Clause 3.C applies only where the Customer has selected a Boiler Care Gold Standard Service. Note that this Boiler Service (Boiler Care Gold Standard Service) is not available to Customers with a non-condensing boiler, a fireplace-insert boiler, or a natural gas condensing boiler that is more than twelve (12) years' old.

(3.C.1) The Boiler Care Gold Standard Service includes:

- (a) one Annual Boiler Service;
- (b) one Boiler Safety Check; and
- (c) labour and parts in the case of breakdown of this appliance (including the replacement of the pump inside the Boiler, labour for call-outs or repairing a reported fault on your Boiler) for up to 12 months from the date of the Boiler Service, up to a maximum of the Services Cover (being €1,000 including VAT), save for the Excluded Works and Excluded Parts (the "Gold Standard Service Works & Parts").

(3.C.2) Once the Service Cover has been reached, any further costs incurred within 12 months from the date of the initial Boiler Service will be fully chargeable to you in accordance with Clauses 5 and 6 below. We shall not be responsible for providing (a) Gold Standard Service Works & Parts with a cost of greater than the Service Cover (calculated at prevailing rates), or (b) Excluded Parts; or (c) Excluded Works. Where a Customer requests additional parts or labour which are listed as an Excluded Part or Excluded Works, and / or where the cost of such additional parts or labour exceeds the applicable Service Cover (or the balance of the Service Cover available to that Customer) this will be quoted for separately.

(3.C.3) We will endeavour, subject to workloads and labour availability, to give priority in response to any breakdown or failure of the central heating boiler and to respond to a call within twenty-four (24) hours. Where our offices are closed, a facility for leaving a message identifying your address and contact details will be available to facilitate our on call staff to follow up this report with you.

(3.C.4) The Boiler Care Gold Standard Service does not include repair or replacement of the Boiler or any part thereof in the event of spare parts or components not being reasonably available. If the Boiler cannot be repaired because of the lack of available spare parts or components, the Boiler Care Plan shall be terminated, and the balance of the Service Cover paid by the Customer to Energia shall be refunded to the Customer on a pro-rata basis, less any costs already incurred by Energia in carrying out the Boiler Care Gold Standard Service.

3.D EXCLUDED WORKS AND EXCLUDED PARTS

(3.D.1) Where you select a Boiler Care Gold Standard Service or a Boiler Care Silver Standard Service, it is important that you read this Clause to understand what is not included within the Boiler Care Gold Standard Service or a Boiler Care Silver Standard Service.

(3.D.2) The Excluded Works comprise of the following

- (a) Any of the following work:
 - (i) the replacement of decorative parts, casing and body of the Boiler;
 - (ii) the replacement of any part or component which is listed in the table of Excluded Parts;
 - (iii) refilling central heating system with water and venting radiator or cylinder circuit;
 - (iv) de-scaling and any work arising from hard water scale deposits or from damage caused by aggressive/corrosive water;
 - (v) de-sludging of the system; or
 - (vi) the replacement of the heat exchanger due to a leak, blockage, noise, or failure due to poor water quality.
- (b) Any work required to address the following faults or defects:
 - (i) any defect or damage occurring from a failure of the public electricity or water supply;
 - (ii) failure of the pump on a Boiler due to waterleaking from the isolating valves or the connecting pipework or components. A pump replaced due to failure caused by poor water quality will be replaced once only and no further work will be carried out on this pump until confirmation is received that the wet side of the central heating system has been treated;
 - (iii) any defects or inadequacy attributable to the original design of the gas central heating system,

- (iv) defects or malfunctions due to faulty materials or workmanship in manufacture;
 - (v) any defect or malfunction which arises as a result of any other cause (except for fair wear and tear) not due to the neglect or default of Energia;
 - (vi) any consequential or indirect loss suffered because of water leaks and/or a breakdown of the Boiler and the cost of putting right faults caused by damage or not using the appliance, or of interim supply of heat through other means;
 - (vii) any defect caused through malicious or wilful action, negligence, misuse or third party interference;
 - (viii) any defect or damage occasioned by fire, lightning, explosion, flood, storm, tempest, frost, impact or other extraneous cause; or
 - (ix) any modification, adjustment or repair to the Boiler or system by a third party.
- (c) Any work on the following:
- (i) the fabric of the building or pipework buried in it;
 - (ii) any pumps in inaccessible locations;
 - (iii) any domestic water services including the cold-water supply tank, its feed, outlets, overflow and the hot water cylinder.
 - (iv) the electrical immersion element is specifically excluded;
 - (v) the following replacement parts: light bulbs, electrical re-wiring, external programmers/time clocks, radiators, room thermostats, radiator valves, external motorized valves, expansion tanks or cylinders, external expansion vessels, heat exchanger, pipe-work and conventional/ balanced/ or fan flues.
- (d) Any other items that are brought to your attention by us as Excluded Items prior to you requesting a Boiler Service.

- (3.D.3) The Excluded Parts comprise of the following:
- (a) Circulating pump external to Boiler;
 - (b) Expansion vessels external to Boiler;
 - (c) Safety valve & pressure gauge external to Boiler;
 - (d) Hot water storage cylinder;
 - (e) Cold water storage tank and filling loop;
 - (f) External time clock;
 - (g) Heat exchanger;
 - (h) System Pipework; and
 - (i) Flue pipes & ducts.

4. BOILER REPAIR SERVICE

(4.1) As part of a Boiler Repair Service a Service Technician will call out to the Premises at your request and provide a professional diagnosis on the boiler. All visual checks and tests will be carried out in accordance with IS 813:2002. The Service Technician will follow manufacturer's instructions, where available.

5. PAYMENT

(5.1) An up-front payment is payable by you to Energia when you book the appointment for the Boiler Service, and payment must be authorised either by credit card or laser/debit card. The up-front payment represents payment in full for the Boiler Service, unless the time required exceeds 45 minutes in respect of the Boiler Service or 30 minutes in respect of the Boiler Repair Service, following which you will be charged in increments of 15 minutes or part thereof.

(5.2) The balance of the price payable for the Boiler Service shall be payable by you to our service providers prior to the Boiler Service being carried out.

(5.3) The price for the Boiler Service is as set out on the Energia website (www.energia.ie) at the date you sign-up for the Boiler Service. You will be advised of the price before you sign up for a Boiler Service.

(5.4) Where

(a) a Customer has selected a Boiler Care Bronze Standard Service, or

(b) a Customer has selected a Boiler Care Gold Standard Service or a Boiler Care Silver Standard Service, and the relevant Service Cover has been reached,

a call out rate shall be charged for the Boiler Repair Service. The price for the Boiler Repair Service is dependent on the nature of the works to be done and will be quoted to you at the date you sign-up for the Boiler Repair Service. You will be advised of the price before you authorise the payment.

(5.5) The prices of the Boiler Service and the Boiler Repair Service are inclusive of VAT at the applicable rate but exclude the cost of any replacement parts for the Boiler.

(5.6) The prices quoted for the Boiler Service and the Boiler Repair Service are for the service of a

central heating boiler, being System Boilers and Standard Boilers with a separate pump and include combination or condensing / high efficiency type boilers.

(5.7) You shall pay all amounts due under the Agreement in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against Energia in order to justify withholding payment of any such amount in whole or in part.

(5.8) If you do not pay Energia any sum due under these Terms and Conditions when due Energia may charge you (i) late payment interest at the rate of 3% above EURIBOR for the period from the due date to the date payment is received; (ii) reasonable costs of trying to recover overdue payments.

6. ADDITIONAL CHARGES

Where a Customer has selected a Boiler Care Gold Standard Service or a Boiler Care Silver Standard Service, the following Clause 6 does not apply to (a) Silver Standard Service Works & Parts or (b) Gold Standard Service Works & Parts (as applicable), subject to the relevant Service Cover amount.

(6.1) If a repair of the Boiler takes longer than the 45 minutes included in the price of an Boiler Service or the 30 minutes included in the price of a Boiler Repair Service, additional charges will apply which are available from our service providers. All additional charges will be agreed with you by our service providers before any additional costs are incurred by you.

(6.2) Once the 45 minute duration of the Boiler Service or the 30 minute duration of the Boiler Repair Service has elapsed, any additional time spent by the Service Technician repairing the Boiler will be charged in 15 minute units.

(6.3) A Boiler Service or a Boiler Repair Service excludes any works to your central heating system unless agreed with Energia or our Service Technician. The price for any works to your central heating system will be agreed with you by our Service Technician prior to commencement.

(6.4) A Boiler Service or Boiler Repair Service is only available for the service and safety check of a central heating boiler that does not exceed 32kW (110000 BTU approx..) output. If the Boiler is not a Standard Boiler or System Boiler, additional charges may apply and these will be agreed with you prior to commencement.

(6.5) The Boiler Service and the Boiler Repair Service do not include the cost of replacement parts for the Boiler.

7. CANCELLATION

(7.1) If you have ordered a Boiler Service or a Boiler Repair Service, you can cancel the Boiler Service or Boiler Repair Service without giving a reason, and without incurring any charges, up to 24 hours before the service is due to be carried out. Your payment will be refunded to you within 5 Business Days thereafter.

(7.2) If you cancel less than 24 hours before the Boiler Service or Boiler Repair Service is due to be performed, we will charge you a cancellation fee equal to €30, which will be offset against the amount paid, and the balance of your payment will be refunded to you. In the event that your payment is less than €30, you will be liable to pay the difference to Energia. You will be deemed to have cancelled with less than 24 hours' notice if, without at least 24 hours prior notice to us, the Service Technician cannot access your home to carry out the Boiler Service or Boiler Repair Service on the agreed time and day.

(7.3) If at any time you no longer wish to avail of the Boiler Service, you may terminate the Boiler Service by contacting Energia by any of the methods outlined at Clause 14.

(7.4) If you terminate the Boiler Service, Energia will have no further obligations with respect to the Boiler.

8. TERMINATION

(8.1) Energia shall be entitled to terminate the Agreement, at any time, by giving you notice in writing.

(8.2) Upon termination by Energia, we will have no further obligations in relation to the Boiler.

(8.3) All rights and liabilities, which accrued prior to termination and Clauses 5, 6, 11, 12, 14, and 15 shall survive termination of this Agreement.

9. PROVISION OF SPARE PARTS

(9.1) The Service Technician may, while carrying out the Boiler Service or the Boiler Repair Service, identify parts or component failure or potential failure of same in the Boiler. The Service Technician will advise you of the cost of replacement of any such parts and if necessary, but subject to your authorisation, will supply and fit replacement parts and/or components as is required. Title to any replacement parts and/or components will only pass to you when you have paid Energia for them.

(9.2) Replacement parts and/or components may not be the same as the parts and/or components being replaced and may not be manufactured by the original manufacturer.

(9.3) Energia will not be responsible for any delay in the provision or unavailability, or spare parts by suppliers or manufacturers.

(9.4) Any parts or components which are removed from the Boiler by the Service Technician will, unless you request otherwise, be taken away for disposal by the Service Technician.

(9.5) A warranty of two years will apply to any parts installed by Energia from date of installation.

(9.6) If the Service Technician needs to leave the premises to source replacement components and/or parts, payment for the Service and any additional labour charges (if applicable) will be required before the Service Technician returns to replace components and/or parts. An Energia customer service representative will advise you of any additional costs for the replacement components and/or parts and fitting and payment in full will be required before scheduling a visit to replace component and/or parts.

(9.7) In certain circumstances depending on the cost or availability of a replacement component or part. Energia will require payment in full in advance for the replacement component or part upon ordering.

10. WARRANTIES

(10.1) All work undertaken by the Service Technician while servicing the Boiler carries a thirty (30) day warranty from the date the work is carried out by the Service Technician.

(10.2) Subject to the other provisions of this Clause 10, if you have minor problems with the Boiler within the warranty period of thirty (30) days referred to in Clause 10.1, there will be no call out charge applied if the Service Technician has to call back.

(10.3) If, however, when the Service Technician calls back, he/she identifies a problem with the Boiler that is not related to the Boiler Service or the Boiler Repair Service, the Service Technician will advise you of the cost of the labour, and any replacement parts necessary to rectify the matter. Subject to your approval, the Service Technician will then try to fix the problem and, subject to Clause 3, you will be charged for the time it takes for the Service Technician to fix the problem and for the cost of any replacement components and/or parts. Time will be charged in 15 minute units.

(10.4) You warrant that:

- (a) you are the owner of the Premises or otherwise have legal authority to enter into this Agreement; and
- (b) you have obtained and maintained all necessary licences, permissions, including planning permissions, and consents which may be required before the date on which the Boiler Service or Boiler Repair Service is due to be carried out.

11. CUSTOMER INFORMATION AND DATA PROTECTION

(11.1) Protecting our customer's Personal Data is important to Energia. Please see our Standard Terms and Conditions and 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 Legislation.

(11.2) Occasionally you may speak to Energia's employees (or agents acting on Energia's behalf) by telephone. To ensure that Energia provide a quality service your telephone conversations may be recorded. Energia will treat the recorded information as confidential and it will only be used for training and/or quality control, account management and customer satisfaction purposes or any other purposes mentioned in this Agreement.

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) Energia will not be liable to you under this Agreement in contract, tort (including negligence) or otherwise for any indirect damages or economic loss, including but not limited to loss of revenue, business, contracts, predicted savings or profits; but nothing in this Agreement shall limit or exclude Energia's liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors.

(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. Notwithstanding this Energia's liability to you under this Agreement shall be limited to €10,000 in any calendar year.

13. COMPLAINTS

(13.1) You may make a complaint in relation to any issue arising under this Agreement by contacting the Customer Service Department of Energia:

(a) By post, to the following address:

Energia
PO Box 12380

Dublin 2

(b) By telephone on 1850 405 405; or

(c) By online query at www.energia.ie

14. NOTICES

(14.1) 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: homeenquiries@energia.ie

(14.2) 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:

(a) if delivered by hand, upon the date of delivery;

(b) if delivered by pre-paid ordinary post within the jurisdiction in which you resides or is registered, 2 days after sending or if delivered by pre-paid ordinary post outside the jurisdiction in which you reside 5 days after sending;

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

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

15. GENERAL

(15.1) This Agreement constitutes the entire agreement between you and Energia in relation to the Boiler Service, and will be effective from the date that you enter into Agreement.

(15.2) 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.

(15.3) This Agreement applies to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

(15.4) Any special conditions or extra time that we allow are limited to the specific circumstances in which they are given and do not affect our rights under this Agreement in any other way.

(15.5) Energia may assign the benefit of this Agreement or any part of it. You may assign this Agreement only with written consent of Energia.

(15.6) 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.

(15.7) 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.

(15.8) The Laws of Ireland will govern this Agreement and the Parties accept the non-exclusive jurisdiction of the courts of Ireland

(15.9) Nothing in this Agreement excludes or affects your statutory rights.
